

Guide for Doing Business with Science North

Revised: August 2022 Created: March 2016

DOING BUSINESS WITH SCIENCE NORTH

Table of Contents

About this Guide	3
About Science North	3
About the Science North Finance Unit	3
Gifts, and Conflict of Interest	4
Purchasing Authority and Responsibilities	4
What you can expect from us	5
What we are looking for from our vendors	5
Purchasing Methods	6
Competitive Procurement Methods	6
Accessibility for Ontarians with Disabilities	7
Delivery of Goods	8
Insurance requirements	8
Submitting Invoices to Science North	9
Science North's Payment Terms	10
Withholding, Deduction or Set-off	10
Taxes	11
Health & Safety	11
Science North & the Ontario Teachers' Pension Plan	12

About this guide

The information contained in this document is for information purposes only and may be updated periodically. We encourage you to check this document periodically. This is not a legal document, nor is it intended to create any legal rights or interests or impose legal duties or obligations upon Science North.

This guide is designed as a reference tool to provide vendors with helpful information and tools, and to assist with questions you may have when doing business with Science North. Please take a few minutes to acquaint yourself with the information contained in it. While we have tried to provide as much information as possible, there may be questions left unanswered. We welcome you to contact us for assistance at financemail@sciencenorth.ca.

The terms "Vendor", "Supplier", "Contractor" are used interchangeability throughout this guide; all refer to individuals or businesses providing goods or services to Science North.

About Science North

For a complete description of our operations, activities, and programs click here.

About the Science North Finance Unit

Responsibilities

The Science North Finance Unit is responsible for all financial and central purchasing activities for the Centre. This includes accounts payable, accounts receivable, payroll, procurement and contracts, and financial reporting.

Location and Hours of Business

The Science North Finance Unit is located on the 2nd floor of the main entrance building at 100 Ramsey Lake Road, Sudbury, Ontario. The finance unit is open during regular business hours from 9:00 am to 5:00 pm, Monday to Friday.

Contact details

Phone: 705-522-3701 Ext 258 Accounts Payable

Ext 347 Procurement & Contracts

Fax: 705-522-4306

Email:

For Accounts Payable & General financemail@sciencenorth.ca

Doing Business With Science No

Personal visits

In order to provide you with the attention you deserve, we encourage you to call ahead and schedule an appointment.

Business Language

When dealing with the Science North Finance Unit, all finance-related forms, documents, communications, and personal dealings are provided and/or conducted in English.

Gifts, and Conflict of Interest

In accordance with Science North's conflict of interest policy, Science North staff may not accept gifts or remuneration of any kind in connection with any purchasing activity. Employees with a financial or other interest in goods or services which the Centre will purchase must disclose that interest and refrain from participating in the decision, contract, or purchase in any manner, and remove himself/herself from discussions that may give rise to a conflict of interest or may be seen as furthering another person's private interests.

Purchasing Authority and Responsibilities

Contracts

Vendors should note that only certain delegated staff of Science North have authority to execute a written contract.

Purchase Orders

The Senior Manager of Finance or a designate has authority to sign/issue Purchase Orders.

Vendor's Sales Contract

Science North does not generally sign standard contract forms which may be issued by Vendors. The delivery of a Science North Purchase Order or Contract with the valid signature of a Science North authority constitutes acceptance of the offer to sell and consummates the binding contractual agreement.

What you can expect from us

Confidentiality

Science North will keep information received from vendors, including bid and proposal responses confidential. Science North will not disclose confidential information to any third party, except to Science North's legal counsel, as

4 Doing Business With Science North

required by law, with the Vendor's prior written consent, and/or as necessary to enforce Science North's rights under a contract.

Confidential Information does not include information which (a) is or becomes publicly available through no action or fault of Science North; (b) was known to Science North prior to the time of disclosure; (c) was received from a third party; or (d) was developed independently.

Any enquiries regarding a solicitation request should be directed to the Procurement & Contracts Officer.

Vendor access, transparency, and fairness

Access for qualified vendors to compete for Science North's business will be open and the procurement process will be conducted in a fair and transparent manner, providing equal treatment to vendors.

Conflicts of Interest

In keeping with Science North's Conflict of Interest Policy, our staff will strive to ensure that conflicts of interest, both real and perceived, are avoided during the procurement process and the ensuing contract.

What we are looking for from our vendors

- ✓ Complete the Vendor Certification Form available at: <u>Vendor Certification Form</u>. This will ensure we have the appropriate information about you and/or your company in order to properly pay you.
- ✓ Understand Science North's standard Purchase Order Terms and Conditions which can be found at <u>Science North PO Terms & Conditions</u>.
- ✓ Deliver goods and complete services in accordance with the specifications set out in Science North's Purchasing Documents. In the event of circumstances which would prevent the delivery of goods and completion of services as specified, the Vendor is asked to notify the Science North staff member identified on the Purchasing Document promptly. Any products delivered that do no meet the specifications will be returned to the Vendor at the Vendor's expense.
- ✓ Provide competitive pricing on the goods and services you sell.
- ✓ Provide prompt settlement of warranty actions.
- ✓ A willingness to work with us to help keep costs under control.
- ✓ Confidentiality

Purchasing Methods

No work may be initiated or goods supplied by a Vendor without the receipt of an authorizing document (Order Requisition, Purchase Order or contract – collectively referred to herein as "Purchasing Document(s)") from Science North. Any goods or services provided by a Vendor prior to receipt by the Vendor of a Science North Purchasing Document will be at the vendor's own risk. Exceptions may be made in the event of emergencies or extenuating circumstances.

Purchase Order and Order Requisition

A Purchase Order or Order Requisition is used for straightforward purchases of goods and service, where the full terms of the arrangement can be clearly articulated on the purchasing document, and where there is no requirement for the supplier's signature to be obtained.

A Purchase Order is used for purchases over \$5,000. An Order Requisition is used for purchases under \$5,000.

Contract

In situations other than straightforward purchases, or where special contract arrangements must be made, a formal contract will be issued by Science North. The contract must be signed by the Vendor and returned to Science North before payment is issued. Contracts exceeding \$25,000 in value are also accompanied by a Purchase Order.

Competitive Procurement Methods

Supplier sourcing methods

Science North staff will use, to the extent possible or required, a competitive procurement process which includes a sufficient number of qualified arm's-length vendors providing pricing on the delivery of goods or services on unbiased requirements in fair and documented processes. A competitive process may be open or invitational.

For Procurement of Goods

Procurement Value	Procurement Method
Up to \$4,999.99	One (1) written or verbal quote required, however additional
	price checking with multiple suppliers is strongly encouraged
\$5,000 to \$24,999.99	Three documented quotes required
over \$25,000	Open competitive procurement (electronic tendering posted on
	MERX, Biddingo or similar)

For Procurement of Services (excludes consulting services)

Procurement Value	Procurement Method
Up to \$9,999.99	One (1) written or verbal quote required, however additional
	price checking with multiple suppliers is strongly encouraged
\$10,000 to	Three documented quotes required
\$99,999.99	
over \$100,000	Open competitive procurement (electronic tendering posted on
	MERX, Biddingo or similar)

For Procurement of Construction Services

Procurement Value	Procurement Method
Up to \$9,999.99	One (1) written or verbal quote required, however additional
	price checking with multiple suppliers is strongly encouraged
\$10,000 to	Three documented quotes required
\$99,999.99	
over \$100,000	Open competitive procurement (electronic tendering posted on
	MERX, Biddingo or similar)

For procurement of consulting services

Procurement of consulting services must utilize a competitive procurement process, irrespective of the value of the service, with the following limits:

- For purchases estimated to be less than \$100,000, an invitational competitive procurement process may be used with a minimum of three (3) qualified vendors invited to submit pricing proposals;
- o For purchases estimated to be over \$100,000, an open competitive procurement process may be used by posting requirements on a public bulletin board such as MERX, Biddingo or similar.

Accessibility for Ontarians With Disabilities

Science North is committed to the principles and regulations of the Accessibility for Ontarians with Disabilities Act ("AODA") and strives to ensure people of all abilities have the opportunity to participate fully in everyday life.

Procurement of accessible goods, services and facilities

The Supplier must be capable to recommend and deliver, as appropriate for the procurement, accessible and inclusive goods, services and/or facilities consistent with the Ontario Human Rights Code (OHRC), the *Ontarians with Disabilities Act, 2001* (ODA) and *Accessibility for Ontarians with Disabilities Act, 2005* (AODA) and its regulations in order to achieve accessibility for Ontarians with disabilities.

In accordance with Ontario Regulations 429-07 and 191-11 made under the *AODA* 2005 (the Accessibility Standards for Customer Service and Integrated Accessibility Standards, respectively), Science North has established policies, practices and procedures governing the provision of its goods and services to persons with disabilities. The Supplier is required to comply with Science North's accessibility standards, policies, practices, and procedures, which may be in effect at the time of the procurement and which apply to the goods, services and/or facilities to be provided by the Supplier.

Third Party Service Providers – required training under the Accessibility Standards for Customer Service regulation (429/07)

In accordance with section 6.0 of the Accessibility Standards for Customer Service (429/07) made under the AODA, any third party service provider providing services on behalf of Science North will ensure its staff working for Science North receive training on the provision of its goods or services to persons with disabilities. Prior to commencement of services or delivery of goods to Science North, the service provider will provide evidence that its staff have been duly trained in accordance with all AODA requirements by submitting the certification document entitled "CERTIFICATION OF AODA REQUIRED CUSTOMER SERVICE TRAINING".

Delivery of goods

Vendors should deliver goods or services according to the terms of the Purchasing Document. Under normal circumstances Vendors should not make delivery before the receipt of a valid Purchasing Document.

Vendors who deliver without first receiving a valid Purchasing Document run the risk that they will not be paid or that payment will be delayed.

Unless stipulated otherwise in the Purchasing Document, all goods should be delivered to the main receiving area located behind the IMAX® Theatre, to the door marked "DELIVERIES". To ensure the appropriate transfer of goods, all deliveries must be signed for by Science North.

Receiving hours are 9:00 am to 4:00 pm. Monday-Friday. Except holidays and statutory days.

Vendors must include with the delivery of goods a packing slip that contains the specific information referenced on the Purchasing Document.

Vendors are to deliver each order FOB unless other arrangements have been agreed to and are noted in the Purchasing Document.

Unless indicated otherwise in the Purchasing Document, Science North's policy concerning ownership of goods in transit is to have all goods FOB delivered to site at Science North or Dynamic Earth, as the case may be.

Insurance Requirements

Science North requires Vendors (Contractors) performing work on Science North property to carry adequate insurance coverage. The coverage stated in this document is the minimum requirement, unless lower coverage limits are preapproved by Science North in writing:

- a) Commercial General Liability insurance on an "occurrence basis" with limits of liability not less than \$2,000,000 per occurrence and/or aggregate combined limit of \$2,000,000. Coverage shall include the following: (i) contractual liability; (ii) products and completed operations; (iii) Independent Contractors Coverage; (iv) Broad Form Property Damage; (v) Waiver of subrogation in favour of Science North; (vi) employees as additional insured; (vii) cross liability clause; and (viii) all non-owned automobile liability.
- b) Automobile Liability Insurance, with limits of liability of not less than \$2,000,000 per occurrence. Bodily Injury and Property Damage Coverage shall include all owned vehicles, and all hired vehicles.
- c) Workers' Safety Insurance Board coverage in accordance with all applicable Statutes of the Province of Ontario.
- d) Professional Liability Insurance on an "Occurrence Basis" with limits not less than \$5 million per occurrence and/or aggregate combined limit \$5 million coverage. Note: Professional liability insurance coverage is required for professionals (with professional designations) only.

Depending on the nature and scope of the work to be performed, Science North may require Contractors to provide: (a) higher insurance coverage limits and the

need for such higher limits will be included in the Purchasing Document; and/or (b) a certificate of insurance evidencing the required insurance coverage with Science North added as Additional Insured.

Submitting Invoices to Science North

Vendors should submit an invoice for payment directly to the Science North Accounts Payable unit following the delivery of the goods or when service has been completed. If applicable, a Science North Purchase Order number must appear on your invoice.

An invoice is required before any payment is issued. DO NOT send invoices to any other person/unit at Science North. Doing so may cause a delay in processing payment to you.

Original invoices may be sent via:

mail to: Accounts Payable

Science North

100 Ramsey Lake Road, Sudbury, ON P3E 5S9

email to: financemail@sciencenorth.ca

Science North's Payment Terms

Science North's standard payment terms are net 30 days from receipt of invoice, unless otherwise agreed to in the Purchasing Document. It is the vendor's responsibility to submit an invoice for payment, including an invoice for any travel and/or deposits, as set out in the Purchasing Document.

Return signed contracts. If the service or product you are supplying is governed by a contract, ensure you returned a final signed copy of that contract to Science North (attn: Procurement & Contracts Officer). Payment will not be issued without it. A faxed or electronic copy of the contract is acceptable to begin the payment process (ie. deposit/advance, if applicable), but in some cases an original signed version may be required, at the discretion of the Procurement & Contracts Officer, and in such case the original version must be received at Science North before any final payment is made.

<u>Submit proper expense documentation</u>. Where reimbursement of expenses are specifically allowed for in the contract or purchase order, they will be reimbursed

to the Vendor at cost, and must be pre-approved, reasonable, actual, out-of-pocket expenses properly incurred in connection with the performance of the services. Expenses must comply with Science North's procurement, travel and hospitality policies as updated from time to time. Rates will not exceed the maximums established under Science North's policy. Please submit invoices detailing such expenses along with detailed receipts with the invoice(s).

<u>Expenses which cannot be reimbursed</u>. Science North will not reimburse Contractors (including consultants) for any hospitality, incidental or food expenses including: meals, snacks and beverages, gratuities, laundry or dry cleaning, valet services, dependent care, home management, and personal telephone calls.

<u>Payments via Electronic Funds Transfer ("EFT")</u>. Science North strongly encourages Vendors to complete the EFT document and provide a void cheque or direct deposit information in order to receive payments electronically. The EFT has the benefit of ensuring (i) the Vendor receives quicker payment; and (ii) the elimination of lost cheques through the postal system.

Withholding, Deduction or Set-off

Science North may, at its discretion, withhold or deduct any amount from, or setoff amounts owed by Science North to the Vendor against, any amounts invoiced by Science North to the Vendor.

Taxes

HST: Science North pays the HST on all purchases. Vendors are to include the appropriate HST amount on its invoice to Science North.

Non-Resident Service Providers: If any legislation authorizes the Vendor to provide its services or supply its product pursuant to a Purchase Order or contract without payment of any taxes, the Vendor agrees to supply Science North with evidence of such authorization.

Non-Resident Withholding Tax: Unless an acceptable waiver is provided by the Vendor, Science North shall withhold tax on payments to non-residents, as required by law, for such things as, but not limited to:

A. Services provided or work performed in Canada by a non-resident of Canada. If the Vendor invoices for services performed both inside and

- outside Canada, the invoice should identify the value of services provided in Canada, otherwise Science North will withhold the non-resident tax on the entire amount of the invoice.
- B. Income earned in Canada by a non-resident of Canada for certain rents, royalties and similar income.

In all cases, it is the Vendor's responsibility to obtain and submit to Science North the appropriate tax waiver. Waiver applications may be obtained directly from the Canada Revenue Agency at https://www.canada.ca/en/revenue-agency.html

Health & Safety

Science North is committed to ensuring that all Contractors working on our premises are provided with a safe working environment and that they work in ways that maintain that safe working environment. Contractors shall deal directly with Science North, the project manager or a representative designated by Science North.

Contractors must provide and maintain a safe working environment in which people are not exposed to hazards from work being undertaken on Science North property.

While on Science North premises, Contractors must comply with the Occupational Health Safety Act & Regulations, Science North's Occupational Health Safety Policy and all relevant federal, provincial, and municipal codes of practice and statutory regulations.

Contractors must be experienced in all phases of work to be done, ensure their workers on the project are adequately trained in the work procedures to be used and must exercise good site safety management. Contractors will ensure that they, and their employees and sub-contractors who will be involved in the work, have been instructed in Occupational Health, Safety and Welfare matters and their own safety management plan and that they and their employees and subcontractors, have the appropriate training, and where required by legislation, licenses and accreditation to carry out the work.

Specific hazards pertaining to the Contractor's line of work must be reviewed and Contractors must communicate all hazard information and Science North's expectations to their workers and any sub-contractors.

Additional obligations and expectations may apply to a Contractor while working on the Science North property. Click the following link for a list of those obligations and expectations: Terms and Conditions for Services Performed at

Science North

Science North & the Ontario Teacher's Pension Plan

Science North is considered a designated organization for the purposes of the Ontario Teachers' Pension Plan (the "Plan"). Independent Contractors, regardless of their function, who are members in **good standing** with the Ontario College of Teachers must make contributions to the Plan, matched by Science North. Science North will remit contributions on behalf of the Independent Contractor and report service credit to the Pension Plan annually at the end of a calendar year. Science North's Board number with the Plan is 27391.