REQUEST FOR PROPOSALS (RFP) NO. 24-08M

FOR

INTERNATIONAL EMPLOYER OF RECORD SERVICES

Julia R. McIlroy, Director
Phone (208) 885-6123
juliam@uidaho.edu

Date Issued: October 12, 2023
Inquiries Due: October 24, 2023
Proposals Due: November 8, 2023
UNIVERSITY OF IDAHO REQUEST FOR PROPOSALS NO. 24-08M

PROPOSAL RESPONSE CERTIFICATION

DATE SIGNED

The undersigned, as Proposer (“Proposer” or “Contractor”), declares that they have read this Request for Proposals (“RFP”), and that the following proposal is submitted on the basis that the undersigned, the company, and its employees or agents, shall meet, or agree to, all specifications contained therein. It is further acknowledged that all addenda, schedules, and exhibits have been received and were examined as part of the RFP.

__________________________________________________________________________________
Company Name

__________________________________________________________________________________
Authorized Agent Name

__________________________________________________________________________________
Signature

__________________________________________________________________________________
Title

__________________________________________________________________________________
Street Address

__________________________________________________________________________________
City, State, Zip

__________________________________________________________________________________
Telephone Number

__________________________________________________________________________________
E-mail Address

__________________________________________________________________________________
State/Country of Incorporation

__________________________________________________________________________________
Tax ID Number
SECTION 1 - INSTRUCTIONS TO PROPOSERS

1-1 UNIVERSITY AND PURPOSE

The University of Idaho (“University”), home of the Vandals, is Idaho’s land-grant, national research university. From its residential campus in Moscow, the University serves the state of Idaho through educational centers in Boise, Coeur d’Alene and Idaho Falls, a research and Extension center in Twin Falls, plus Extension offices in 42 counties. Home to more than 12,000 students statewide, U of I is a leader in student-centered learning and excels at interdisciplinary research, service to businesses and communities, and in advancing diversity, citizenship and global outreach. The University competes in the Big Sky Conference. Learn more at www.uidaho.edu.

The University is soliciting proposals in response to this RFP from qualified organizations who are able to and shall act as an Employer of Record (“EOR”) and relatedly provide a full range of global employment solutions to supplement the University’s staffing and department needs. In particular, the University seeks to engage one (1) global EOR partner to facilitate and enable the University to initially utilize and leverage a small team (initially 4-6) of qualified and experienced office-based contract, grant, and accounting professionals, which may include individuals in one or more foreign countries where the University is not otherwise operating. Contractor shall be duly registered and licensed to act, and shall act, as the EOR for all individuals performing services for the University pursuant to this Agreement (collectively “Supported Workers”). Following the initial engagement, the University anticipates, without limitation or obligation, potentially utilizing 10-30 Supported Workers across various departments in the future as needs may arise.

1-2 PROPOSAL SUBMISSION AND AGREEMENT

Proposals must be submitted electronically to juliam@uidaho.edu and received by the University on or before 11:59 p.m. (PST) on November 8, 2023.

The proposal must be signed by such individual or individuals who have full authority from the Proposer to enter into a binding agreement on behalf of the Proposer so that an agreement may be established as a result of full and final acceptance by all parties of the proposal. By reference, the terms and conditions set forth in this RFP shall serve and constitute binding terms and conditions. The submitted proposal and this RFP, together with all schedules, exhibits, and ancillary documents referenced herein and therein respectively, shall constitute and be referred to as the “Agreement.” All documents, addenda, and schedules comprising the Agreement may be referred to herein as the “Agreement Documents.” No other terms and conditions shall apply to the Agreement or otherwise be binding on the University unless submitted as a part of the proposal and duly accepted by the University in writing.

Proposals received after the exact time specified for receipt will not be considered.

1-3 REQUEST FOR PROPOSAL SCHEDULE

RFP issued: October 12, 2023

Inquires due: October 24, 2023
Proposals due: November 8, 2023

1-4 **INQUIRIES**

All inquiries concerning this request shall be submitted in writing and received by University’s Department of Contracts and Purchasing Services (“CPS”) on or before October 24, 2023 to:

Julia R. McIlroy, Director  
E-mail: juliam@uidaho.edu

Proposers should consider CPS as the first and prime point of contact on all matters related to the procedures associated with this RFP. If additional information is needed from any source, CPS will work with the Proposer and with the various offices of the University to gather that information.

1-5 **INTERPRETATION, CORRECTIONS, OR CHANGES IN RFP**

Any interpretation, correction, or change in the RFP will be made by addendum by the University. Interpretations, corrections, or changes to the RFP made in any other manner will not be binding, and no Proposer may rely upon any such interpretation, correction, or change.

1-6 **MODIFICATION OR WITHDRAWAL OF PROPOSALS**

A Proposer may modify or withdraw a proposal at any time prior to the specified time and date set for the proposal closing. Such a request for modification or withdrawal must be in writing, and executed by a person with authority as set forth under paragraph 1-2 above, or by facsimile notice subsequently confirmed in writing.

1-7 **ERASURES AND INTERLINEATIONS**

Erasures, interlineations, or other changes in the proposal must be initialed by the person(s) signing the proposal.

1-8 **ACKNOWLEDGMENT OF ADDENDUMS TO RFP**

Receipt of an addendum to this RFP must be acknowledged by a Proposer on the Proposal Response Certification.

1-9 **PROPOSAL COPIES**

One (1) electronic complete copy of the proposal shall be submitted to the University.

1-10 **OFFER ACCEPTANCE PERIOD**

A proposal shall constitute an offer to contract on the terms and conditions contained in this RFP and the proposal. Said proposal shall constitute an irrevocable offer for ninety (90) calendar days from the proposal opening date, even if the University makes one or more counteroffers.
1-11  REJECTION OF PROPOSALS

The University in its sole discretion, expressly reserves the right to reject any or all proposals or portions thereof, to reissue a Request for Proposal, and to waive informalities, minor irregularities, discrepancies, and any other matter or shortcoming.

1-12  PROPOSAL PRICE

The prices submitted in the proposal shall include everything necessary for the prosecution and completion of the Agreement including, but not limited to, furnishing all materials and all management, supervision, labor and service, except as may be provided otherwise in the Agreement. In the event of discrepancy between the prices and their extensions, the total price will be adjusted accordingly. In the event of discrepancy between the sum of the extended total prices, the total proposal price will be adjusted accordingly. The proposal price shall not include any allowance for Idaho State sales/use tax.

1-13  TERM OF AGREEMENT

The initial term of this agreement shall be one (1) year, commencing upon the date of execution by the University. The term of this Agreement may, if mutually agreed upon in writing, be extended by one-year increments for a total of five (5) additional years, provided written notice of each extension is given to the bidder at least thirty (30) days prior to the expiration date of such term or extension. In the event funding approval is not obtained by the University, this Agreement shall become null and void effective the date of renewal. During extension periods, all terms and conditions of this Agreement shall remain in effect.

1-14  AWARD OF AGREEMENT

The University shall make the award to the responsible Proposer whose proposal will be most advantageous to the University with respect to price, conformance to the specifications, quality, and other factors as evaluated by the University. The University is not required or constrained to award the Agreement to the Proposer proposing the lowest price.

The University may award an Agreement on the basis of initial offers received, without discussion; therefore, each initial offer should contain the Proposer’s best terms from a cost and technical standpoint.

1-15  PUBLIC AGENCY

Contractor agrees to extend contract usage to other public agencies, such as any city or political subdivision of the state of Idaho, including, but not limited to counties; school districts; highway districts; port authorities; instrumentalities of counties, cities or any political subdivision created under the laws of the state of Idaho; any agency of the state government; or any city or political subdivision of another state.

1-16  PROPOSAL CONFIDENTIALITY
Each Proposer agrees that the contents of each proposal submitted in response to this RFP is confidential, proprietary, and constitutes trade secret information, as defined in Idaho Code 9-340D(1), as to all technical and financial data LABELED CONFIDENTIAL BY THE PROPOSER, and waives any right of access to such information, except as provided for by law. Except as determined by CPS, in its sole discretion, no information will be given regarding any proposals or evaluation progress until after an award is made, except as provided by law.

1-17  F.A.R. REQUIREMENT

All purchase orders and contracts issued by the University of Idaho are subject to F.A.R. 52.209-6. Supplier warrants that neither supplier nor its principals are presently debarred, suspended or proposed for debarment by the Federal Government.

1-18  RECORD OF PURCHASES

Contractor will provide CPS a detailed usage report of items/services ordered, quantities, and pricing under this Agreement upon request.

1-19  APPEAL OF AWARD

A Proposer may file an appeal by writing to the AVP-Finance, within five (5) business days of award. Proposers are responsible for tracking of award announcement.
SECTION 2 - INSTRUCTIONS FOR PREPARING PROPOSALS

2-1 GENERAL

To aid in the evaluation process, it is required that all responses comply with the items and sequence as presented in section 2-2. Section 2-2 outlines the minimum requirements and packaging for the preparation and presentation of a response. Failure to comply may result in rejection of the response. The proposal should be specific and complete in every detail, prepared in a simple and straightforward manner.

Proposers are expected to examine the entire RFP, including all specifications, standard provisions, and instructions. Failure to do so will be at the Proposer's risk. Each Proposer shall furnish the information required by the invitation. It is required that proposal entries be typewritten. Periods of time, stated in number of days, in this request or in the Proposer's response, shall be in calendar days. Propose your best price on each item.

2-2 RFP RESPONSE OUTLINE

A. Response Sheet: The Proposal Response Certification shall be attached to the front of the proposal and shall contain the Proposer's certification of the submission. The Proposal Response Certification shall be signed by an authorized agent with full power and authority to enter into an Agreement and bind Proposer.

B. Background and History: Describe the company, organization, officers or partners, number of employees, and operating policies that would affect this Agreement. State the number of years your organization has been continuously engaged in business.

C. References: The Proposer shall provide a minimum of three (3) references including names of persons who may be contacted, title of person, addresses, phone numbers, and e-mail, where products or services similar in scope to the requirements of this RFP have been provided. References should include i) non-profit universities located within the United States, and ii) professional references from foreign countries where Supported Workers may be located.

D. Experience and Support: Describe Proposer's experience in performing the requested services.

E. Technical Specifications & Pricing: Include itemized costs for all deliverables and services to be performed. Costs should be identified as one-time or continuing. For example, wages, lease prices, installation charges, maintenance charges must be identified.

F. Warranties: Describe all warranties provided by the Proposer. Include discussions of any additional support provided after the sale.

G. Exceptions: Describe any exceptions to any terms and conditions contained within this Agreement.
SECTION 3 – MINIMUM REQUIREMENTS; SCOPE

3-1 MINIMUM REQUIREMENTS – CONTRACTOR

Contractor shall have and maintain the following minimum qualifications, and represents and warrants the same to the University:

1) Contractor shall offer global employer of record (EOR) services, and act as the employer of record (EOR) for all Supported Workers.
2) Contractor shall have significant and demonstrable experience working with nonprofits, specifically universities located within the United States and be able to provide a minimum of three (3) references.
3) Contractor shall ensure professional English language fluency for all Supported Workers.
4) Contractor (and its subcontractors) shall not be listed on the following websites:
   a. Office of Foreign Assets Control (OFAC) Sanctions Lists, including the Specially Designated Nationals List (SDN) (https://sanctionssearch.ofac.treas.gov);
5) Contractor (and its subcontractors, as applicable) shall be duly registered and licensed to act, and shall act, as the EOR for all Supported Workers in accordance with all applicable Laws.
6) Contractor shall provide satisfactory evidence of all applicable licenses, registrations, permits, and approvals necessary for Contractor (or any applicable subcontractor) to perform its obligations under this Agreement.
7) Contractor shall provide satisfactory evidence of its legal existence and financial health (including that of any applicable subcontractor) to the University as may be reasonably requested from time to time.

3-2 SCOPE OF SERVICES

Contractor shall provide and otherwise be responsible for the following with respect to all Supported Workers in accordance with all applicable Laws:
1) Onboarding and offboarding (hiring/firing) of Support Workers.
2) Processing payroll, including detailed payroll calculations (e.g., gross-to-net payroll calculations).
3) Validating the integrity and reconciliation of the payrolls.
4) Benefits and documentation of benefits compliance (including administration).
5) Providing comprehensive payroll and expense reimbursement systems that is audit accessible.
6) Applicable tax filings and payments with documentation of payments made to all local and foreign governmental entities, as applicable.
7) Submission of relevant reports to all local and foreign governmental agents, as applicable.
8) Employment law training, including antidiscrimination and safety.
9) Fully consolidated financial statements.
10) Year-end filings and organizational financial audit reports.
11) Other ad-hoc reports as necessary and as may be reasonable requested by the University.
12) Background checks and management of background checks, work permits, and business visas. All background checks for Supported Worker’s shall meet or exceed University
standards as may be provided by the University in advance, but in no event less than reasonable industry standards (including state and federal criminal history checks, or related equivalent).

13) Dedicated office space and technology services and systems (including dedicated phones, computers, and related systems, software, and equipment) as necessary to perform tasks and projects assigned by the University from time-to-time. All Supported Workers must have high-speed internet connections capable of supporting all work to be performed under this Agreement, including University system access, virtual private network (VPN), and video calls/conferencing.

14) If required by the University, all Supported Workers must use computer systems and related peripherals supplied by the University, and comply with all related University policies and procedures with respect to such use.

15) Operations support at all times in which the University operates.

16) Recommendations on competitive benefits packages, include legal, regulatory, and statutory requirements as well as benchmarking of international organizations and salaries in the host country.

17) Cultural consulting (e.g., advice on interviewing laws, etiquette, language, diversity, salary scales, etc.).

18) Other project management support, as deemed reasonable and necessary by the University.

3.3 MINIMUM REQUIREMENTS – SUPPORTED WORKERS

1) Supported Workers must meet or exceed, unless otherwise waived or agreed by the University, those minimum requirements and qualifications for each desired position as set forth in Addendum 1, as the same may be amended by the University in writing from time to time.

2) The number of Supported Workers utilized by the University is subject to the University’s sole and absolute discretion. No minimum shall be required.

3.4 ADDITIONAL COVENANTS

1) Contractor will enter into and deliver written employment agreements with all Supported Workers in accordance with applicable Laws, which shall include legally enforceable obligations of confidentiality and other such terms and conditions as may be required in order to satisfy applicable Laws, this Agreement, and University policies. The University shall not be named as party to any such employment agreements. Contractor shall provide the University a true and correct copy of each employment agreement upon request.

2) Contractor shall be responsible for onboarding (hiring) all Supported Workers and providing or securing all ancillary onboarding documents (including any that may be required by the University). Contractor shall be responsible for all substantive employment interviews for all Supported Workers, as applicable. The University shall be entitled to participate with Contractor (whether directly or indirectly) in the evaluation of any Supported Workers that may be engaged to perform services for the University, and Contractor agrees to collaborate in good faith regarding the same.

3) Contractor shall be responsible for terminating the employment (firing) of all Supported Workers and providing or securing all ancillary termination documents (including any that may be required by the University).

4) The University shall have the right, in its sole discretion, to select (accept or reject) which
Supported Workers perform or otherwise continue to perform work for the University. The University may, at any time and with or without cause, require that any Supported Worker cease performing services for the University. Immediately following such decision and written notice to Contractor, any such Supported Worker shall immediately cease performing work or services for the University, and Contractor shall take all reasonable and necessary action to effect the same, including such actions as may be reasonably requested by the University.

5) Supported Workers shall perform such day-to-day tasks and work assignments as requested and modified by the University from time-to-time. The University may provide University-related job/task training and such day-to-day work assignments as necessarily related the University’s business and services to be provided by Supported Workers. Subject to applicable Laws, Contractor shall ensure all Supported Workers are available to work or otherwise perform related functions during all reasonable times as may be directed by the University.

6) All Supported Workers must successfully complete University security awareness training or equivalent training as may be required by the University from time-to-time.

7) Contractor shall cause all computer systems and related peripherals supplied by the University to any Supported Workers under this Agreement (whether in the possession of Contractor, any Supported Worker, or any of Contractor’s subcontractors or affiliates), if any, to be immediately returned to the University upon the earlier termination or expiration of this Agreement. Upon any Supported Worker ceasing to perform services for the University as contemplated by this Agreement, Contractor shall secure and return the same to the University or otherwise deliver and reassign the same to another Supported Worker as may be reasonably requested by the University.

8) Contractor and the University may enter into one or more separate statements of work that refer to this Agreement from time-to-time and that are, in each instance, executed by authorized representatives of both Contractor and the University, which may describe: (i) the specific services to be provided by Contractor; (ii) the payments and fees payable to Contractor for the services; (iii) and any additional terms as agreed upon by Contractor and the University (each a “Statement of Work”).
SECTION 4 - PROCUREMENT PROCESS

4-1 PROPOSER LIST AND QUALIFICATION EVALUATION

After the established date for receipt of proposals, a listing of Proposers submitting proposals will be prepared, and will be available for public inspection.

Qualifications and proposals submitted by interested Proposers will be reviewed and evaluated based on the evaluation factors set forth in the RFP.

4-2 PROPOSAL CLASSIFICATION

For the purpose of conducting discussions with individual Proposers, if required, proposals will initially be classified as:

   A. Potentially Acceptable
   B. Unacceptable

Discussions may be conducted with any or all of the Proposers whose proposals are found acceptable or potentially acceptable. Proposers whose proposals are unacceptable will be notified promptly. The Director of CPS will establish procedures and schedules for conducting oral and/or written discussions.

Proposers are advised that the University may award an Agreement on the basis of initial offers received, without discussions; therefore, each initial offer should contain the Proposer’s best terms from a cost and technical standpoint.

4-3 PROPOSER INVESTIGATION & LEGAL DILIGENCE

The University will make such investigations as it considers necessary to obtain full information on the Proposers selected for discussions, and each Proposer shall cooperate fully in such investigations. Such investigation may include due diligence on local country certificates and licensure to operate, litigation and administrative enforcement action, and financial strength.

It shall be a condition precedent the University’s obligations under this Agreement that prior to engaging Contractor for EOR services in any foreign (non US) country, or prior to the engagement of any Supported Workers as contemplated herein, unless waived by the University, that the University shall have received, in each instance, a favorable opinion or legal analysis from local counsel selected by the University that the Agreement and the engagements contemplated hereby are in compliance with all applicable Laws and that the same will not cause (whether directly or indirectly) the University to violate any applicable Laws.

4-4 FINAL OFFERS AND AWARD OF AGREEMENT

Following any discussions with Proposers regarding their technical proposals, alternative approaches, or optional features, a number of the firms may be requested to submit best and final offers. The committee will rank the final Proposers for the project, giving due consideration to the established evaluation criteria. The committee will propose award to the proposal which is found
to be most advantageous to the University, based on the factors set forth in the Request for Proposals.
SECTION 5 - EVALUATION PROCESS

The University reserves the right to reject any or all proposals, or portions thereof. The selection of a successful Proposer, if any, will be made based upon which proposal the University determines would best meet its requirements and needs.

5-1 EVALUATION CRITERIA

The University will review all proposals received to determine the best value and service requirements. The following evaluation criteria will be utilized to evaluate submitted proposals:

A. Proposal – How well do the proposed services meet the business process requirements of and scope of services desired by the University.

B. Qualifications and experience – Evaluation of experience in providing global EOR services and ancillary services for public and private sector clients, particularly non-profit institution in higher education.

C. Pricing – Evaluation of cost of service and pricing information, including any grouped service pricing or discount.

D. References – any organization who is not able to provide adequate references may not be considered.

E. Other – any other criteria the University deems reasonable and necessary.

Following the initial review and screening of the written proposals, Proposers may be invited to participate in the final selection process, which may include participation in an interview and or submission of any additional written information as requested by the University. The University may, without obligation, request a demonstration of their solution to verify the value to the University and ensure alignment with requirements. The University may, without obligation, request oral presentations or discussions with any or all Proposers, at their discretion, to clarify or amplify the materials presented in any part of the proposal. The University reserves the unqualified right to reject any offers at any time if such rejection is deemed to be in the best interest of the University. The University reserves the right to reject all original offers and request one or more of the Proposers submitting proposals to submit best and final offers, prepared in collaboration with the University after the initial responses to the RFP have been evaluated.
SECTION 6 - GENERAL CONTRACTUAL TERMS AND CONDITIONS

6-1 AGREEMENT TERMS AND CONDITIONS

The submission of a proposal herein constitutes the agreement of any Proposer that any Agreement to be drawn as the result of an award herein shall be prepared by the University and shall include at a minimum, all terms and conditions set forth in this RFP. The submission of a proposal shall further constitute the agreement of each Proposer that it will not insist on the use of standard contract agreements, documents, or forms, and that it waives any demand for the use of its standard agreements. The Agreement between the parties shall consist of, in order of precedence: the agreement document signed by the Parties subsequent to submission of the proposal, and any attachments thereto and incorporations therein, the terms and conditions in the RFP, and the Proposer’s response to the RFP.

6-2 ASSIGNMENT

No assignment of this Agreement or of any right accruing under this Agreement shall be made, in part or in whole, by Contractor without the advance written consent of the University. Notwithstanding any assignment, Contractor shall remain fully liable on this Agreement and shall not be released from performing any of the terms, covenants, and conditions of this Agreement.

6-3 TERMINATION FOR CONVENIENCE

The University may terminate this Agreement, in whole or in part, at any time by written notice to the Contractor. The Contractor shall be paid its reasonable costs, including reasonable close-out costs and a reasonable profit on all undisputed work or services performed up to the time of termination. The Contractor shall promptly submit its termination claim for payment. If the Contractor (by or on behalf of itself, any subcontractor, or any Supported Worker) has any property in its possession belonging to the University, the Contractor will account for the same and promptly return, destroy or dispose of it in the manner the University directs with written certification of the same; and contractor shall cause each of Contractor’s subcontractors and each Supported Worker to comply with the same.

6-4 TERMINATION FOR DEFAULT

If the Contractor fails to perform the services in the manner called for in the Agreement, or if the Contractor fails to comply with any other provisions of the Agreement, the University may immediately terminate the Agreement for default. Termination shall be affected by serving on the Contractor a notice of termination setting forth the manner in which the Contractor is in default. The Contractor will be paid a reasonable price for undisputed services performed in accordance with the manner of performance set forth in the Agreement.

6-5 INTENTIONALLY OMITTED

6-6 APPLICABLE LAW AND FORUM

This Agreement shall be construed in accordance with, and governed by the laws of the State of Idaho (and federal laws of the United States, as applicable), without giving effect to any choice or
conflict of law provision or rule. Any legal proceeding related to this Agreement shall be instituted exclusively in the courts of the county of Latah, state of Idaho, and Contractor irrevocably submits to the exclusive jurisdiction of such courts, and waives any objection based on improper venue or forum non-convenience.

6-7 LAWS, REGULATIONS AND PERMITS

Contractor covenants, represents, and warrants (for itself and any subcontractors it may utilize to perform its obligations under this Agreement) that it shall give all notices required by law and comply with all applicable federal, state, local and foreign laws, rules, and regulations, including the US Foreign Corrupt Practices Act, US export control laws and regulations, employment laws, US sanctions and embargoes and laws relating to working time and compensation of workers, workplace health and safety issues, mandates relating protected leaves, compensation for workplace injuries and/or illnesses and employment discrimination laws, as they each apply in a specific jurisdiction and any jurisdiction in which the services under the Agreement are performed (collectively applicable “Law(s)”"). The Contractor shall be liable for all violations of applicable Laws in connection with work furnished by the Contractor, including the Contractor's subcontractors or affiliates.

6-8 GENERAL QUALITY

All of the Contractor's work shall be performed with the highest degree of skill and completed in accordance with the Agreement.

6-9 PROOF OF COMPLIANCE WITH AGREEMENT

In order that the University may determine whether the Contractor has complied with the requirements of the Agreement, the Contractor shall, at any time when requested, submit to the University properly authenticated documents or other satisfactory proofs as to compliance with such requirements.

6-10 PAYMENT AND ACCEPTANCE

Except as otherwise provided herein or on any applicable Statement of Work, payments shall be due and payable within (30) days after acceptance of such goods or services or after receipt of properly completed invoice, whichever is later.

Unless otherwise agreed to by the University in writing, no advance payment shall be made for goods or services furnished pursuant to this Agreement. In the event advance deposits are expressly agreed to by the University in writing, such funds must i) be held in in trust in a designated trust account with a US financial institution approved by the University; ii) not comingleed with other EOR assets; and iii) may only be disbursed, in each instance, with the prior written consent of the University.

6-11 CONTINUATION DURING DISPUTES

The Contractor agrees that notwithstanding the existence of any dispute between the parties, insofar as possible under the terms of the Agreement to be entered into, each party will continue to perform...
the obligations required of it during the continuation of any such dispute, unless enjoined or prohibited by any court.

6-12  **SEVERABILITY**

If any term or condition of this Agreement or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application; to this end the terms and conditions of this Agreement are declared severable.

6-13  **INTEGRATION**

This Agreement constitutes the entire Agreement between the parties. No change thereto shall be valid unless in writing communicated in the stipulated manner, and signed by the University and the Contractor.

6-14  **BINDING EFFECT**

This Agreement is for the benefit only of the parties hereto and shall inure to the benefit of and bind the parties hereto and their respective heirs, legal representatives, successors, and assigns. Nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement. Supported Workers shall not be deemed third-party beneficiaries of this Agreement.

6-15  **APPROPRIATIONS CLAUSE**

If the term of this Agreement is longer than one year, the University’s obligations and liabilities hereunder are subject to the appropriation of funds from the State of Idaho, which appropriation shall be in the State of Idaho’s sole discretion, from revenues legally available to the University for the ensuing fiscal year for the purposes of this Agreement. If the State of Idaho does not appropriate the funds for the purpose of this Agreement, the Agreement shall terminate and neither party shall have any further obligations hereunder.

6-16  **IRS SECTION 501(C)(3) AND SECTION 115 CONSIDERATIONS**

If any provision of this Agreement may cause the University to lose its status as an Internal Revenue Code Section 501(c)(3) corporation, this Agreement shall be voidable. In the alternative, at the sole option of the University, the offending provision(s) shall be modifiable such that the provision(s) will no longer cause the University to lose its status as a 501(c)(3) corporation. The terms of the modification shall be subject to agreement in writing by all parties.

6-17  **COMPLIANCE WITH GOVERNOR’S EXECUTIVE ORDER**

In the event any provision of this Agreement shall cause the University to be in violation of any of the Governor of Idaho’s Executive Orders, then this Agreement shall be voidable at the sole option of the University.

6-18  **DEBARRED, SUSPENDED OR EXCLUDED**
All purchase orders and contracts issued by the University are subject to F.A.R. 52.209-6. Contractor warrants that neither Contractor or its principals is presently debarred, suspended or proposed for debarment by the Federal Government.

6-19 TAXES

The University of Idaho is exempt from payment of Idaho State Sales and Use Tax. In addition, the University is generally exempt from payment of Federal Excise Tax under a permanent authority from the District Director of the Internal Revenue Service. Exemption certificates will be furnished as required upon written request by Contractor. If Contractor is required to pay any taxes incurred as a result of doing business with the University, it shall be solely responsible for the payment of those taxes. Contractor shall be responsible for all taxes (employee withhold or otherwise) with respect to any Supported Worker, and shall indemnify and defend the University from any and all claims related thereto.

6-20 RISK OF LOSS

Until all improvements, equipment, or goods to be provided under this Agreement are installed on property owned or controlled by University and working properly, Contractor shall bear all risks of all loss or damage to the improvements, equipment, or goods, excluding loss or damage caused by acts, omissions, or negligence of the University. Once all improvements, equipment, or goods to be provided under this Agreement are installed on property owned or controlled by University and working properly, the risk of all loss or damage shall be borne by University, excluding loss or damage caused by acts, omissions, or negligence of the Contractor.

6-21 CONTRACTOR REPRESENTATIONS AND WARRANTIES

In addition to the other representations and warranties in this Agreement, Contractor represents and warrants (for itself and any subcontractors or affiliates it may utilize to perform its obligations under this Agreement) the following: (a) that it is financially solvent, able to pay its debts as they mature, and possessed of sufficient working capital to provide the equipment and goods, complete the services, and perform its obligations required hereunder; (b) that it is able to furnish any of the plant, tools, materials, supplies, equipment, and labor required to complete the services required hereunder and perform all of its obligations hereunder and has sufficient experience and competence to do so; (c) that it is (and any subcontractors or affiliates it may utilize to perform its obligations under this Agreement are) (i) authorized to do business in all jurisdictions in which it operates and provide the services under and as required by this Agreement, (ii) properly licensed by all necessary governmental and public and quasi-public authorities having jurisdiction over it and the services, equipment, and goods required hereunder, and (iii) has or will obtain (in advance) and maintain all licenses and permits required by applicable Laws to perform its obligations under this Agreement; (d) that it has familiarized itself with the local conditions under which this Agreement is to be performed; (e) the all services shall be performed in a diligent, timely, technically competent and professional manner in accordance with applicable industry standards, the terms of this Agreement, and in accordance with applicable Laws; (f) Contractor’s performance of its obligations hereunder (whether directly or indirectly, via the use of subcontractors or otherwise) shall not violate any Laws applicable to the services under and as required by this Agreement, including anti-bribery and corruption laws (e.g., the United States Foreign Corrupt
Practices Act), and local, state or federal employment, anti-discrimination or harassment or local, state or federal wage and hour laws, or third party intellectual property rights; and (g) there are no actions, suits, claims, investigations, or other legal proceedings pending or, to Contractor’s knowledge, threatened against Contractor in any way related to or otherwise concerning the subject of this Agreement (including EOR services).

6-22 REGENTS’ APPROVAL

This Agreement may be subject to approval by the Regents of the University of Idaho, and if it is and if such approval is not granted this Agreement shall be void and neither party shall have any further obligations or liabilities hereunder.

6-23 SURVIVAL OF TERMS

The terms and provisions hereof, and all documents being executed hereunder, if any, including, without limitation, the representations and warranties, shall survive this Agreement and shall remain in full force and effect thereafter.

6-24 HEADINGS

The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation hereof.

6-25 ADDITIONAL ACTS

Except as otherwise provided herein, in addition to the acts and deeds recited herein and contemplated to be performed, executed and/or delivered by the parties, the parties hereby agree to perform, execute and/or deliver or cause to be performed, executed and/or delivered any and all such further acts, deeds and assurances as any party hereto may reasonably require to consummate the transaction contemplated hereunder.

6-26 TIME OF ESSENCE

All times provided for in this Agreement, or in any other document executed hereunder, for the performance of any act will be strictly construed, time being of the essence.

6-27 WAIVER

No covenant, term or condition or the breach thereof shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed to be a waiver of any other covenant, term or condition herein. Acceptance by a party of any performance by another party after the time the same shall have become due shall not constitute a waiver by the first party of the breach or default of any such covenant, term or condition unless otherwise expressly agreed to by the first party in writing.

6-28 FORCE MAJEURE
Any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes therefore, governmental restrictions, governmental regulations, governmental controls, enemy or hostile governmental action, civil commotion, fire or other casualty, and other causes beyond the reasonable control of the party obligated to perform, shall excuse the performance, except for the payment of money, by such party for a period equal to any such prevention, delay or stoppage.

6-29 **NO JOINT VENTURE**

Nothing contained in this Agreement shall be construed as creating a joint venture, partnership, or agency relationship between the parties.

6-30 **INFORMATION TRUE AND CORRECT**

All documents, agreements and other information provided to the University by Contractor or which Contractor has caused to be provided to the University are true and correct in all respects and do not omit to state any material fact or condition required to be stated, necessary to make the statement or information not misleading, and there are no other agreements or conditions with respect thereto.

6-31 **EQUAL OPPORTUNITY**

Contractor represents and agrees that it will not discriminate in the performance of this Agreement or in any matter directly or indirectly related to this Agreement on the basis of race, sex, color, religion, national origin, disability, ancestry, or status as a Vietnam veteran. This non-discrimination requirement includes, but is not limited to, any matter directly or indirectly related to employment. Breach of this covenant may be regarded as a material breach of Agreement.

6-32 **PUBLIC RECORDS: CONFIDENTIALITY**

Subject to the other terms and conditions of this agreement, each party shall maintain (and Contractor shall cause its agents, affiliates, employees, representatives, and independent contractors to maintain) the confidentiality of the other party’s Confidential Information to the extent permitted by applicable Law. Without limiting the foregoing, all data and information that is non-public, property, and confidential furnished by any party to any other in connection with the performance of the obligations under this Agreement, which is expressly identified and marked as “confidential information” (collectively, “Confidential Information”) shall be kept confidential and shall remain and be deemed to be the exclusive property of the party furnishing Confidential Information and shall not be used by the other party for any purpose other than those set forth in this Agreement. Confidential Information does not include information which (i) is independently known to the receiving party at the time of disclosure to the receiving Party as evidenced by written records of the receiving party, (ii) has become publicly known and made generally available through no wrongful act of the receiving party or a third party having the obligation to maintain the confidentiality of the same, (iii) has been rightfully received by the receiving party from a third party who is authorized to make such disclosure, or (iv) is independently developed by the receiving party without use or reference to disclosing party’s information. Confidential Information shall also include all Personal Data (defined below), University federal contract information, and University IP. Contractor shall comply with, and cause its subcontractors, employees (including
Supported Workers), and affiliates to comply with, all Security Protocols (defined below), *mutatis mutandis*, with respect to any University Confidential Information.

Notwithstanding anything to the contrary, Contactor acknowledges and agrees that the University is a public agency and all documents in its possession are public records subject to applicable Laws, and that the University will have no liability for disclosure of such Confidential Information if such disclosure is required by applicable Laws. Contactor acknowledges and agrees that any information filed for or subject to public record shall not be considered Confidential Information hereunder. Proposals are public records and will be available for inspection and copying by any person upon completion of the RFP process and any proprietary or otherwise sensitive information contained in or with any Proposal is subject to potential disclosure.

If Contractor claims any material to be exempt from disclosure under the applicable Laws (including Idaho Code §§ 74-101 *et seq.*), Contactor will expressly agree to defend, indemnify and hold harmless the University from any claim or suit arising from the University's refusal to disclose any such material. No such claim of exemption will be valid or effective without such express agreement.

6-33 **DATA; IP; DELIVERABLES**

Each party recognizes that data received from the other party in connection with the services rendered under this Agreement may include “Personal Information”, “PII, “Personally Identifiable Information”, or “Personal Data” as defined applicable Laws (“Personal Data”), which both parties desire to keep secure and free from unauthorized access or use. Contactor shall comply with, and cause its subcontractors, employees (including Supported Workers), and affiliates to comply with, all applicable Laws with respect to Personal Data and may only disclose Personal Data to perform or conclude the terms of this Agreement. Contactor shall (i) provide commercially reasonable physical and logical security controls to prevent security breaches or unauthorized access to such Personal Data; (ii) promptly notify the University of any breaches or other unauthorized activities relative to the use of such Personal Data of which it becomes aware or should have reasonably become aware; (iii) maintain complete and accurate books and records of account with respect to all of its activities under this Agreement and all disclosures and transactions relating to such Personal Data; (iv) not copy, sell, or otherwise distribute any Personal Data without the University’s prior written consent; and (v) ensure that all University related Personal Data remains, at all times, on University approved computer systems, storage devices and related peripherals only, unless otherwise agreed by the University in writing (collectively “Security Protocols”).

All documents, designs, inventions and other copyrightable material conceived, created, delivered or reduced to practice, in whole or in part, by Contractor or any Supported Workers for the University in the course of providing the services under this Agreement, including those expressly identified in any such Statement of Work as to be owned by University, (collectively “Deliverables”) shall be owned by University as the sole and exclusive property of the University and shall be considered “works made for hire” under the United States copyright laws, and University may use the Deliverables in any manner in its sole discretion. In the event any Deliverables do not fall within the specifically enumerated definitions that constitute “works made for hire” under the United States copyright laws, Contractor hereby irrevocably, expressly and automatically assigns all right, title and interest worldwide in and to such Deliverables to
University, including without limitation all copyrights, patent rights, trade secrets, trademarks, moral rights and all other applicable proprietary and intellectual property rights therein. Contractor hereby forever waives and relinquishes all so-called “moral rights (droit moral)” now or hereafter recognized and if such waiver is no effective, Contractor agrees to exercise such rights in a manner that recognizes the contribution of, and will not have a material adverse effect upon, other contributors or University. If Contractor has any rights to the Deliverables that cannot be assigned to University, Contractor grants to the University an exclusive, irrevocable, perpetual, worldwide, royalty-free license to use, reproduce, modify, publicly display, publicly perform, and create derivatives of such Deliverables in University’s sole discretion. To the extent that Contractor has employees (including any Supported Workers, whether employees of Contractor or Contractor’s subcontractor) or subcontractors working to provide the services contracted for under the Agreement, Contractor has caused or shall cause all necessary releases and agreements to be signed so as not to interfere with University’s ownership in the rights and proceeds of the Deliverables and University IP (defined below). Contractor shall comply with, and cause its subcontractors, employees (including Supported Workers), and affiliates to comply with, all Security Protocols, mutatis mutandis, with respect to any Deliverables.

University owns, as applicable, all materials and proprietary data provided by University to Contractor hereunder as well as University trademarks, copyrights, patents and all other intellectual property (collectively “University IP”). Contractor agrees that its use of University IP, if any, inures to the benefit of the University, including any goodwill therein, and that Contractor will not, nor will any of Contract’s subcontractors, employees (including Supported Workers), and affiliates, acquire any ownership in University IP as a result of this Agreement. Contractor will cause copyright, patent and trademark notices to appear in association with all Deliverables created or services performed under this Agreement as may be required and approved by the University. Contractor shall not use the name, trade name, trademark, or any other designation of the University, or any contraction, abbreviation, adaptation, or simulation of any of the foregoing, in any advertisement or for any commercial or promotional purpose (other than in performing under this Agreement) without the University’s prior written consent in each case.

Contractor agrees to render reasonably required assistance to the University (and cause Contractor’s agents, affiliates, subcontractors, and employees) to protect the University’s rights and otherwise comply with the obligations described in Sections 6-32 and 6-33.

6-34 UNIVERSITY’S RULES, REGULATIONS, AND INSTRUCTIONS

Contractor will follow and comply with all rules, policies, and regulations of the University and the reasonable instructions of University personnel. The University reserves the right to require the removal of any worker (including termination of employment of any Supported Worker) it deems unsatisfactory for any reason.

6-35 SUBCONTRACTORS

Contractor may subcontract the performance of services to third parties only with the prior written consent of the University. Subcontracting shall not relieve Contractor of its obligations under this Agreement and Contractor shall remain solely responsible for the performance of its subcontractors. All of Contractor’s subcontractors (at any tier), if any, shall adhere to the same legal and regulatory obligations and standards required of Contractor under this Agreement.
6-36 **NONDISCRIMINATION:**

Contractor represents and agrees that it will not discriminate in the performance of this Agreement or in any matter directly or indirectly related to this Agreement on the basis of race, sex, color, religion, national origin, disability, ancestry, or status as a Vietnam veteran. This non-discrimination requirement includes, but is not limited to, any matter directly or indirectly related to employment. Breach of this covenant may be regarded as a material breach of Agreement.

6-37 **UNIVERSITY REGULATIONS**

Contractor shall follow and comply with all rules and regulations of the University and the reasonable instructions of University personnel.

6-38 **OSHA REGULATIONS**

Contractor guarantees all items, or services, meet or exceed those requirements and guidelines established by the Occupational Safety and Health Act.
SECTION 7 – INDEMNITY, RISKS OF LOSS, INSURANCE

7-1 RISK OF LOSS

Contractor and its subcontractors of any tier shall bear all risks of all loss or damage to the improvements, equipment, or goods, excluding loss or damage caused by acts, omissions, or negligence of the University. Once all improvements, equipment, or goods to be provided under this Agreement are installed on property owned or controlled by the University and working properly, the risk of all loss or damage shall be borne by University, excluding loss or damage caused by acts, omissions, or negligence of the Contractor. Contractors shall require its subcontractors of any tier to bear the same risk of loss.

7-2 INDEMNIFICATION

Contractor shall, to the maximum extent permitted under applicable Laws, indemnify, defend and hold the University and the State of Idaho harmless from and against any and all claims, losses, damages, injuries, liabilities and all costs, including attorneys’ fees, court costs and expenses and liabilities incurred in or from any such claim (whether direct or third-party), arising from any breach or default in the performance of any obligation on Contractor’s part to be performed under the terms of this Agreement, or arising from Contractor’s (or Contractor’s subcontractors at any tier) employment or engagement of any Supported Worker, or arising from any act, negligence or the failure to act of Contractor, or any of its agents, subcontractors, employees (including Supported Workers), invitees or guests. Contractor, upon notice from the University, shall defend the University at Contractor’s expense by counsel reasonably satisfactory to the University. Contractor, as a material part of the consideration of the University, hereby waives all claims in respect thereof against the University.

Contractor shall: (a) notify the University in writing as soon as practicable after notice of an injury or a claim is received; (b) cooperate completely with the University and/or the University’s insurers in the defense of such injury or claim; and (c) take no steps such as admission of liability which would prejudice the defense or otherwise prevent the University from protecting the University’s interests.

Contractor shall take all reasonable and necessary actions not otherwise adverse to the rights, responsibilities, or obligations of the University, to minimize and mitigate the risk to both Contractor and University that a joint-employment relationship may be implied or otherwise created with respect to any Supported Workers and immediately notify the University in writing concerning any facts or circumstances with respect to the same.

UNLESS PROHIBITED OR LIMITED BY APPLICABLE LAWS, IN NO EVENT SHALL THE UNIVERSITY BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, SPECIAL, EXEMPLARY OR INDIRECT DAMAGES OR EXPENSES (INCLUDING WITHOUT LIMITATION, LOST PROFITS OR OTHER ECONOMIC LOSS).

7-3 INSURANCE

7.3.1 General Requirements
7.3.1.1 Contractor and its subcontractor(s) of any tier are required to carry the types and limits of insurance shown in this insurance clause, section 8.0, and to provide University with a Certificate of Insurance (“certificate”). All certificates shall be coordinated by the Contractor and provided to the University within seven (7) days of the signing of the contract by the Contractor. Certificates shall be executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth below. All certificates shall provide for thirty (30) days’ written notice to University prior to cancellation, non-renewal, or other material change of any insurance referred to therein as evidenced by return receipt of United States certified mail. Said certificates shall evidence compliance with all provisions of this section 8.0. Exhibit A of this Agreement contains a Request for Certificate of Insurance which shall be given to the insurance broker or agent of the Contractor and its subcontractor(s) of any tier, upon award of bid to Contractor.

7.3.1.2 Additionally and at its option, Institution may request certified copies of required policies and endorsements. Such copies shall be provided within (10) ten days of the Institution’s request.

7.3.1.3 All insurance required hereunder shall be maintained in full force and effect with insurers with Best’s rating of AV or better and be licensed and admitted in Idaho. All policies required shall be written as primary policies and not contributing to nor in excess of any coverage University may choose to maintain. Failure to maintain the required insurance may result in termination of this Agreement at University’s option.

7.3.1.4 All policies except Workers Compensation and Professional Liability shall name University as Additional Insured. The Additional Insured and Certificate Holder shall be stated as: “State of Idaho and The Regents of the University of Idaho”. Certificates shall be mailed to: University of Idaho, Attn.: Risk Management, 875 Perimeter Drive MS2433, Moscow, ID 83844-2433, or email to: risk@uidaho.edu.

7.3.1.5 Failure of University to demand such certificate or other evidence of full compliance with these insurance requirements or failure of Institution to identify a deficiency from evidence that is provided shall not be construed as a waiver of the obligation of Contractor and its subcontractor(s) of any tier to maintain such insurance.

7.3.1.6 No Representation of Coverage Adequacy. By requiring insurance herein, University does not represent that coverage and limits will necessarily be adequate to protect Contractor and its subcontractor(s) of any tier, and such coverage and limits shall not be deemed as a limitation on the liability of the Contractor and its subcontractor(s) of any tier under the indemnities granted to University in this Agreement.

8.1.7 Contractor is responsible for coordinating the reporting of claims and for the following: (a) notifying the Institution in writing as soon as practicable after notice of an injury or a claim is received; (b) cooperating completely with University in the defense of such injury or claim; and (c) taking no steps (such as admission of liability) which will prejudice the defense or otherwise prevent the University from protecting its interests.
Required Insurance Coverage.

Contractor and its subcontractor(s) of any tier shall at its own expense obtain and maintain:

7.3.2.1 Commercial General and Umbrella / Excess Liability Insurance. Contractor and its subcontractor(s) of any tier shall maintain Commercial General Liability (“CGL”) written on an occurrence basis and with a limit of not less than $1,000,000 each occurrence and in the aggregate. If such CGL insurance contains a general aggregate limit, it shall apply separately by location and shall not be less than $1,000,000. CGL insurance shall be written on standard ISO occurrence form (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, sexual abuse and molestation and liability assumed under a contract including the tort liability of another assumed in a business contract. Waiver of subrogation language shall be included. If necessary to provide the required limits, the Commercial General Liability policy’s limits may be layered with a Commercial Umbrella or Excess Liability policy.

7.3.2.2 Commercial Auto Insurance. Contractor and its subcontractor(s) of any tier shall maintain a Commercial Auto policy with a Combined Single Limit of not less than $1,000,000; Underinsured and Uninsured Motorists limit of not less than $1,000,000; Comprehensive; Collision; and a Medical Payments limit of not less than $10,000. Coverage shall include Non-Owned and Hired Car coverage. Waiver of subrogation language shall be included.

7.3.2.3 Business Personal Property. Contractor and its subcontractor(s) of any tier shall purchase insurance to cover Business Personal Property of Contractor and its subcontractor(s) of any tier. In no event shall University be liable for any damage to or loss of personal property sustained by Contractor, even if such loss is caused by the negligence of Institution, its employees, officers or agents. Waiver of subrogation language shall be included.

7.3.2.4 Workers’ Compensation. Contractor and its subcontractor(s) of any tier shall maintain all coverage statutorily required of the Contractor and its subcontractor(s) of any tier, and coverage shall be in accordance with all applicable Laws (including the laws of Idaho and any foreign country in which Supported Workers may be employed). Contractor and its subcontractor(s) of any tier shall maintain Employer’s Liability with limits of not less than $100,000 / $500,000 / $100,000.

7.3.2.4 Professional Liability. If professional services are supplied to Institution, Contractor and its subcontractor(s) of any tier, Contractor and its subcontractor(s) of any tier shall maintain Professional Liability (Errors & Omissions) insurance on a claims made basis, covering claims made during the policy period and reported within three years of the date of occurrence. Limits of liability shall be not less than one million dollars ($1,000,000).

7.3.2.5 Other. All other forms of insurance, including in such amounts, as may be required by applicable Laws.
7.4.1 Contractor is responsible for activities and operations of its employees, directors, subcontractors, agents and volunteers. Contractor is responsible for participants in its programs and shall have adequate policies and procedures related to prevention and mitigation of physical/sexual abuse/molestation and harassment.

7.4.2 As applicable, Contractor shall maintain and purchase insurance that covers claims arising from activities sponsored by Contractor, but conducted on premises not owned by Contractor. Commercial General Liability coverage shall include physical/sexual abuse/molestation and harassment (“abuse”) coverage. Limit of liability for abuse coverage shall be at least $1,000,000 general aggregate. This coverage shall be evidenced on the insurance certificate. Certificates must be sent to University of Idaho Risk Management three (3) weeks prior to commencement of operations.

7.4.3 Failure to satisfy above may result, at the University’s sole discretion, with immediate termination of this Agreement, without regard to any other termination provision.
MINIMUM REQUIREMENTS – SUPPORTED WORKERS

Grants and Contracts Administrator II (“GCA II”)

Position Overview:
The GCA II ensures sponsored project compliance through organization, oversight, and analysis of their assigned sponsored project agreements, including a comprehensive analysis of terms and conditions, cited federal regulations, and compliance with university policy and procedure. The GCA II is responsible for agreement analysis, information dissemination, including certification from principal investigator(s), as well as award management through the life of the project. The GCA II supports the University’s involvement in sponsored projects and programs funded by external sources by working with faculty, staff, and external stakeholders at the onset of a project to closeout. The GCA II is responsible for review and processing of all assigned grants and contracts, modifications, and requests for sponsor prior approval under university policy, agency guidance, and federal regulation. The GCA II provides training and technical expertise in all areas of research administration; assists with external training and presentation of materials to faculty and staff in the areas of grants, contracts, subcontracts, and other research related areas. The GCA II refers issues to the Office of Research Assurances to ensure compliance with federal regulations regarding animal, human, and biohazard work, and also works in tandem with the Sponsored Programs Administrators, Contract Review Unit, Cost Accounting Unit and Financial Unit to ensure university compliance.

Required Experience:
- Experience in sponsored project management, administration, or support.
- With workload management.
- Interpreting, explaining, and applying laws, regulations, and policies relating to sponsored project management.
- Serving as a liaison between internal and external entities and individuals in the coordination of activities and resolution of issues.
- Using standard word processing, spreadsheet and email software.
- Analyzing information from a variety of sources, identifying problems, defining alternatives and recommendations.

Required Education:
- High School Diploma or equivalent.

Additional Preferred:
- Bachelor’s degree in a related field (such as business administration, general studies, public administration) or equivalent experience in a sponsored project (research administration) post award support position.
- Knowledge of sponsored project (aka research administration) policies, regulations and administrative practices, preferably at an Institution of Higher Education.
- Knowledge of sponsored project budgeting guidelines and procedures, preferably at an IHE, non-profit, or federal entity.
- Knowledge of Federal regulations governing cost principals and research compliance for educational institutions.
- Experience using the Banner database system, specifically the finance and human resource
modules.
• Experience assisting internal customers with the translation of complicated policies, procedures, regulations and/or terms and conditions.
• Demonstrated experience with extrapolation in the use of a previous related solution, to resolve a separate unique problem.
• Demonstrated experience with managing multiple projects under tight deadlines, completing tasks with multiple interruptions and distractions.
• Demonstrated experience in communicating effectively both orally and in writing with a variety of constituents.
• Demonstrated experience in making sound decisions by applying policies and procedures and using available resources.
• Demonstrated experience in establishing and maintaining effective working relationships with supervisors, co-workers and the public.
Sponsored Programs Administrator II

Position Overview:
This position facilitates the compliant submission of proposals for external funding by the University of Idaho. University faculty and staff create proposals to outside agencies to fund research, instruction, and other service projects through the university. This position is responsible for providing leadership for research administration and sponsored programs, supporting the research, creative, and scholarly endeavors of the university faculty, staff, and students. The position focuses on ensuring the responsible stewardship of external sponsored funding; overseeing the submission of mid to large-scale proposals by reviewing those proposals to ensure compliance with federal, state, university and sponsor regulations and guidelines; and mitigating risk by training other positions and staff, faculty, and students in this area.

Required Experience:
- Two years in a sponsored programs-related support position with a primary responsibility of reviewing proposals against submission requirements.
- Using spreadsheet software to compile, summarize and analyze financial data.
- Editing and writing business correspondence using proper grammar and punctuation as demonstrated in application materials.
- Independently managing projects that involve multiple stakeholders.

Required Education:
- High School Diploma or equivalent.

Additional Preferred:
- Bachelor’s degree
- Certified Research Administrator or Certified Financial Research Administrator.
- Three or more years of experience in a sponsored programs-related support position (either pre- or post-award) related to applying project budgeting guidelines and procedures, preferably at an institution of higher education, non-profit or federal entity.
- Experience serving as a liaison between internal and external entities and individuals to coordinate activities and resolve issues.
- Experience with sponsor electronic proposal submission systems (such as research.gov, Grants.gov, NSPIRES, eRACommons, ASSIST).
- Experience working in a customer service-oriented team environment to accomplish shared goals.