



## **Notification of Funding Opportunity (NoFO)**

OVW FY 2021 Improving Criminal Justice  
Responses to Domestic Violence, Dating Violence,  
Sexual Assault, and Stalking Grant Program (ICJR)  
FY21 – FY24

*Non-Profit Victim Services Provider*

NoFO available to the public: February 10, 2021  
Submission Deadline: February 19, 2021

Palm Beach County Board of County Commissioners  
Public Safety Department – Division of Victim Services  
(561) 625-2568  
4210 N Australian Avenue  
West Palm Beach, FL 33407

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Attachment 1: OVW ICJR FY2021 - FY2024 Grant Solicitation

Attachment 2: Cover Sheet Template

Attachment 3: Contract Template

Attachment 4: Terms & Conditions by Funding Source

**READ CAREFULLY AND COMPLY WITH ALL REQUIREMENTS**

## **I. GENERAL INFORMATION**

The purpose of this Notification of Funding Opportunity (NoFO) is for the Palm Beach County (P B C) Board of County Commissioners' (BCC) Public Safety Department – Division of Victim Services to solicit proposals from qualifying agencies to provide services related the OVW ICJR program. The Division of Victim Services, through the PBC Board of County Commissioners, will be applying for OVW ICJR funding to enhance the County's Coordinated Community Response to domestic violence, dating violence, and stalking. We are seeking a Victim Service provider as a grant partner to help carry out the activities of the grant, if awarded.

The OVW is a component of the US Department of Justice. They administer grant programs authorized by the Violence Against Women Act (VAWA) and subsequent legislation and provide national leadership on issues of domestic violence, dating violence, and stalking. OVW grants support coordinated community responses to hold offenders accountable and serve victims.

Activities supported by this program are determined by statute, federal regulations, and OVW policies. The funded project is bound by the solicitation (Attachment 1) and the DOJ Financial guide (available online: [https://www.ojp.gov/financialguide/doj/pdfs/DOJ\\_FinancialGuide.pdf](https://www.ojp.gov/financialguide/doj/pdfs/DOJ_FinancialGuide.pdf)) including updates to the guide after the award is made.

### **Contact Person**

The Contact Person for this NoFO is Molly McConnell, Contracts/Grants Coordinator of Victim Services. Her contact information is as follows:

Palm Beach County Public Safety Department  
Division of Victim Services  
4210 N. Australian Avenue  
West Palm Beach, FL 33407  
Email – [mmcconne@pbcgov.org](mailto:mmcconne@pbcgov.org)

Any explanations/clarifications desired by Proposers must be requested in writing and emailed to the Contact Person. The questions or comments must contain the Proposer's name, address, phone number and email address.

### **Amendments to NoFO**

No oral interpretation of this NoFO shall be considered binding. PBC will be bound by the information and statements only when such statements are written and executed under the authority of the Department of Public Safety. Any interpretation, clarification, correction or change to this NoFO will be made only by Amendment and emailed to all proposers upon issuance.

### **Letter of Intent**

All Proposers are required to submit a non-binding Letter of Intent to apply via email to Molly McConnell at [mmcconne@pbcgov.org](mailto:mmcconne@pbcgov.org) **no later than 5:00 p.m. ET on February 16, 2021**. Interested Proposers who do not submit a Letter of Intent will be considered ineligible and their Proposal will not be reviewed for selection.

### **Review of Proposals**

Each Proposal will be reviewed to determine if the Proposal is responsive to the NoFO. Proposals deemed to be non-responsive will be rejected without being evaluated. A responsive Proposal is one which has been signed, submitted timely, and has provided the information required. While poor formatting, poor documentation, and/or incomplete or unclear information may not be cause to reject a Proposal without evaluation, such substandard submissions may adversely impact the evaluation of your Proposal, especially information relating to establishing financial/business stability. Proposers who fail to comply with all required and/or desired elements of this NoFO, do so at their own risk.

### **Selection Process**

All responsive proposals will be reviewed first by the Contact Person to determine if each Proposer has submitted the required information and meets all Proposal Guidelines (as stated in Section V). Those proposals fulfilling the Proposal Guidelines shall be referred to the Review Panel for review and further consideration.

The Review Panel will evaluate all responses to this NoFO that meet the Proposal Guidelines and are deemed responsive. The Review Panel will evaluate all proposals based on the information submitted with the Proposal. Accordingly, Proposers are urged to ensure that their Proposal contains all the necessary information for the Review Panel to fairly and accurately evaluate each of the criteria listed in the Proposal Guidelines.

The Review Panel shall meet in virtual public session due to the current COVID-19 pandemic to score each Proposal by reviewing each Proposal against the evaluation criteria listed in the Proposal Guidelines. Upon completion of the Review Panel's review and discussion of all the responsive proposals submitted, each Review Panel member shall score each Proposal and total the scores for each Proposal. Score Cards will be reviewed for completion and accuracy prior to the end of the Review Panel meeting. Access to the Review Panel's virtual proposal evaluation will be available upon request.

After the Review Panel has scored each Proposal, the Review Panel will then assign the Priority Area Score for each Proposal. The Review Panel's evaluations will then be submitted to Nicole Bishop, Director of the Division of Justice Services and the Division of Victim Services for consideration and selection.

Proposers will be notified via email of selection outcomes.

### **Right of Appeal/Protest**

Any Proposer may protest a recommendation for subrecipient awards by submitting a written protest to Stephanie Sejnoha, Director of the Public Safety Department, within five (5) days of

the posting of the Recommended Subrecipient Awards.

The protest shall be submitted in writing, shall identify the protestor and the solicitation, shall include a factual summary of the basis for the protest, and shall be addressed to the Director of the Public Safety Department, via hand-delivery, via mail to 50 S. Military Trail, West Palm Beach, FL 33415, or via email to [ssejnoha@pbcgov.org](mailto:ssejnoha@pbcgov.org).

Failure to file a protest within five (5) days of the posting of the Recommended Subrecipient Awards shall constitute a waiver of the Proposer's right to protest.

**Contractual Insurance Requirements, if a Proposal is Selected**

Please refer to **Attachment 3** for a sample of contractual insurance requirements.

(Remainder of page intentionally left blank)

## **II. OFFICIAL NOTIFICATION OF FUNDING OPPORTUNITY (NoFO)**

**PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS  
PUBLIC SAFETY DEPARTMENT  
OVW FY 2021 Improving Criminal Justice Responses to Domestic Violence, Dating  
Violence, Sexual Assault, and Stalking Grant Program (ICJR)  
FY21 – FY24**

Contracts issued will be for one (1) three (3) year period.

### **Eligible Proposers**

Not-for-profit agencies holding current and valid 501(c)(3) status as determined by the Internal Revenue Service primarily providing services to victims of domestic violence, dating violence, and stalking.

### **Proposer Requirements**

- 1) Proposers will demonstrate a documented history of serving victims of domestic violence, dating violence, and stalking.
- 2) Proposers will demonstrate a history of effective work with victims of domestic violence, dating violence, and stalking.
- 3) Proposers will demonstrate a history of effective management of staff and programs serving victims of domestic violence, dating violence, and stalking.
- 4) The partnership will include involvement in the development and implementation of the project, which will include a Coordinated Community Response (CCR) to domestic violence, dating violence, and stalking.
- 5) Proposers will demonstrate their capacity to staff and manage one (1) full time advocate and one (1) full time CCR Coordinator with the understanding that the CCR Coordinator will be responsible for extensive initiation and participation in the CCR development and sustainability.
- 6) Proposers must hold current and valid 501(c)(3) status as determined by the Internal Revenue Service.
- 7) Proposers must demonstrate accountability through the submission of acceptable financial audits performed by an independent auditor, if requested.

### **Service Categories**

- 1) Salary and fringe benefits of one (1) full time CCR Coordinator for 36 months
- 2) Salary and fringe benefits of one (1) full time advocate for 36 months
- 3) Staff Mileage
- 4) Staff Training
- 5) CCR Co-lead/participation (i.e. attendance at meetings, etc.)

### **Monitoring and Quality Control**

If selected, Proposers agree to participate in further evaluation, conducted by the Public Safety Department – Division of Victim Services, or on behalf of the Public Safety Department – Division of Victim Services. In addition to monitoring, this may include assessment to determine program effectiveness. Accordingly, Proposers must agree to provide:

- ° Data pertaining to clients served during project period for OVW reporting (for example:

- demographics, services provided, success stories, etc.)
- Data pertaining to training conducted by grant staff
- Supplemental documentation for billing purposes (timesheets, mileage, sign-in sheets, other documents as needed.)

### **Proposals and Amount of Funds Requested**

Proposers will submit a proposed budget to include the Service Categories listed on Page 6 **for the three (3) year period**. If selected, Proposers will be considered Subrecipients of select funds available and are not entitled to the maximum budget amount in their proposal.

Federal funding has specific terms and conditions, as well as reporting requirements, which will be part of any contract between PBC and the selected entities. If selected, Proposers must adhere to these terms and conditions. This is including, but not limited to [2 CFR §200](#) and the [DOJ Financial Guide](#). For more information, please refer to **Attachment 4**.

Proposers should request only the amounts necessary to implement the proposed service/program(s). Awards may be made in an amount less than requested. Final monetary awards will be negotiated during the contracting process with PBC, and are based on funding from OVW.

### **Submission Deadline Date**

Proposals will be emailed to Molly McConnell at [mmcconne@pbcgov.org](mailto:mmcconne@pbcgov.org) no later than 5:00 p.m. ET on February 19, 2021. **All proposals shall be** completed per the Proposal Guidelines in Section V.

**IN ACCORDANCE WITH THE PROVISIONS OF THE ADA, THIS AD AND DOCUMENTS LISTED CAN BE REQUESTED IN AN ALTERNATE FORMAT. AUXILIARY AIDS OR SERVICES WILL BE PROVIDED UPON REQUEST WITH AT LEAST THREE DAYS NOTICE (CONTACT MOLLY MCCONNELL at MMCCONNE@PBCGOV.ORG).**

### III. TIMELINE

DATE	ACTIVITY
February 10, 2021	NoFO posted to Victim Services website ( <a href="http://discover.pbcgov.org/publicsafety/victimservices/Pages/default.aspx">http://discover.pbcgov.org/publicsafety/victimservices/Pages/default.aspx</a> ) and available via email sent through PBC Domestic Violence Council
February 15, 2021	Final day to submit written questions via email
February 16, 2021	All questions to be answered and sent out to proposers
February 16, 2021	Final day to submit Letter of Intent
February 19, 2021	Submission Deadline Date
February 22, 2021	Review Panel meets virtually to finalize reviews and proposal scoring
February 22, 2021	Recommended Subrecipient Awards announced
February 27, 2021	Final date to submit written Protest

### IV. CONE OF SILENCE

**This NoFO includes a Cone of Silence.** The Cone of Silence will apply from the Submission Deadline Date and terminate at the time the awards are approved by the BCC.

All parties interested in submitting a Proposal will be advised of the following:

#### **Lobbying - "Cone of Silence."**

Proposers are advised that the "Palm Beach County Lobbyist Registration Ordinance" (Ordinance), a copy of which can be accessed at [www.pbcgov.com/legislativeaffairs/Pages/Lobbying\\_Regulations.aspx](http://www.pbcgov.com/legislativeaffairs/Pages/Lobbying_Regulations.aspx), in effect. The Proposer shall read and familiarize themselves with all of the provisions of said Ordinance, but for convenience, the provisions relating to the Cone of Silence have been summarized here. **"Cone of Silence" means a prohibition on any non-written communication regarding this NoFO between any Proposer or Proposer's representative and any County Commissioner or Commissioner's staff.** A Proposer's representative shall include, but not be limited to, the Proposer's employee, partner, officer, director or consultant, lobbyist, or any, actual or potential subcontractor or consultant of the Proposer.



The Cone of Silence is in effect as of the Submission Deadline Date. The provisions of the Ordinance shall not apply to oral communications at any public proceeding, including pre-proposal conferences, oral presentations before selection committees, and contract negotiations during any public meeting. The Cone of Silence shall terminate at the time that the BCC approves awards or a contract, rejects all proposals or otherwise takes action which ends the solicitation process.

## V. **PROPOSAL GUIDELINES**

- Submit Letter of Intent to Contact Person no later than 5:00 p.m. ET on February 16, 2021
- Complete the Cover Sheet (**Attachment 2**)
- Use Times New Roman font, 12 point, double spaced, standard 8 ½ x 11”
- Submit one (1) single electronic PDF file to Contact Person via email. The file shall be named as follows: **OVW ICJR FY2021\_TO FY2024\_Proposer’s Agency Name**

### **Proposal (up to 100 points)**

#### **Fully address the following questions:**

- 1) Describe how Palm Beach County could benefit from a Coordinated Community Response to domestic violence, dating violence, and stalking. (20 points)
- 2) On a systems level, describe what Palm Beach County is currently lacking in its response to victims of domestic violence, dating violence, and stalking. (15 points)
- 3) Describe your agency’s current efforts to address deficiencies noted in Question 2. (15 points)
- 4) Provide a description of your agency’s history of serving victims of domestic violence, dating violence, and stalking in Palm Beach County. Provide advocate job description. (15 points)
- 5) Provide a description of your agency’s history of effective management of staff and programs serving victims of domestic violence, dating violence, and stalking in Palm Beach County. Provide CCR Coordinator job description. (15 points)
- 6) Describe your agency’s history of *effective work* with victims of domestic violence, dating violence, and stalking. (15 points)
- 7) The partnership will include involvement in the development and implementation of the project, which will include a Coordinated Community Response (CCR) to domestic violence, dating violence, and stalking. What specific experience does your agency have facilitating multidisciplinary teams? (5 points)

### **Budget**

Complete and attach to your Proposal, a program budget according to the service categories in Section II.

## **VI. TERMS AND CONDITIONS**

### **1. Proposal Guarantees**

Proposer guarantees their commitment, compliance and adherence to all requirements of the NoFO by submission of their proposal, as indicated by signature on the Cover Sheet (**Attachment 2**).

### **2. Modified Proposals**

Proposers may submit a modified proposal to replace all or any portion of a previously submitted proposal until the Electronic Submission Deadline Date for receipt of proposals. Only the latest proposal submitted will be considered.

### **3. Late Proposals, Late Modified Proposals**

Proposals and/or modified proposals uploaded after 5:00 p.m. ET on the Submission Deadline Date shall not be considered.

### **4. NoFO Postponement/Cancellation**

The Contact Person will provide notice through the Victim Services website and Domestic Violence Council of Palm Beach County contact list of any modifications to the NoFO, postponement and/or cancellation.

### **5. Costs Incurred by Proposers**

All expenses incurred with the preparation and submission of proposals to PBC, or any work performed in connection therewith, shall be borne by the Proposer. No payment will be made for proposals received, or for any other effort required of or made by the Proposers, prior to commencement of work as defined by a contract approved by the BCC.

### **6. Public Record Disclosure**

Proposers are hereby notified that all information submitted as part of, or in support of, proposals will be available for public inspection after opening of proposals, in compliance with Chapters 119 and 286, Florida Statutes, popularly known as the "Public Records Law" and the "Government in the Sunshine Law" respectively.

### **7. PBC's Office of the Inspector General Audit Requirements**

Pursuant to PBC Code, Sections 2-421 - 2-440, as may be amended, PBC's Office of Inspector General is authorized to review past, present and proposed PBC contracts, transactions, accounts and records. The Inspector General's authority includes, but is not limited to, the power to audit, investigate, monitor, and inspect the activities of entities contracting with PBC, or anyone acting on their behalf, in order to ensure compliance with contract requirements and detect corruption and fraud.

### **8. Commencement of Work**

PBC's obligation will commence when the contract is approved by the BCC or their designee, and upon written notice to the Proposer. PBC may set a different starting date for the contract. PBC will not be responsible for any work done by the Proposer, even work done in good faith, if it occurs prior to the contract start date set by PBC. The contract will be in substantially similar

form as attached hereto as **Attachment 3**.

9. **Non-Discrimination**

PBC is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to PBC Resolution R2017-1770, as may be amended, the AGENCY warrants and represents that throughout the term of the Contract, including any renewals thereof, if applicable, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information. Failure to meet this requirement shall be considered default of the Contract.

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## ATTACHMENTS

U.S. Department of Justice  
Office on Violence Against Women



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# OVW Fiscal Year 2021 Improving Criminal Justice Responses to Domestic Violence, Dating Violence, Sexual Assault, and Stalking Grant Program Solicitation

Assistance Listing Number #	16.590
Grants.gov Opportunity Number:	O-OVW-2021-37003
Solicitation Release Date:	January 13, 2021 12:00 AM
Version:	1
Grants.gov Deadline:	March 29, 2021 11:59 PM
Application JustGrants Deadline:	March 31, 2021 11:59 PM

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## Eligible Applicants:

City or township governments, County governments, Native American tribal governments (Federally recognized), Native American tribal organizations (other than Federally recognized tribal governments), Nonprofits having a 501(c)(3) status with the IRS, other than institutions of higher education, State governments, Other

## Other

Eligible applicants are limited to: States; Indian Tribal governments; state and local courts

(including juvenile courts); units of local government; state, tribal, or territorial domestic violence or sexual assault coalitions; or victim services providers in the United States or U.S. territories. For more information, see the Eligibility Information section of this solicitation.

### **Letter of Intent**

Applicants are strongly encouraged to submit a non-binding Letter of Intent to [OVW.ICJR@usdoj.gov](mailto:OVW.ICJR@usdoj.gov) by March 16, 2021. Interested applicants who do not submit a Letter of Intent are still eligible to apply. For more information, see the Application and Submission Information section of this solicitation.

### **Pre-Application Information Sessions**

OVW will conduct optional web-based Pre-Application Information Sessions. For more information, see the Application and Submission Information section of this solicitation.

## **Contact Information**

For assistance with the requirements of this solicitation, email OVW at [OVW.ICJR@usdoj.gov](mailto:OVW.ICJR@usdoj.gov). Alternatively, interested parties may call OVW at 202-307-6026.

### **Submission Information**

**Registration:** To submit an application, all applicants must obtain a Data Universal Number System (DUNS) number and register online with the System for Award Management (SAM) and with Grants.gov. To ensure sufficient time to complete the registration process, applicants must obtain a DUNS number and register online with SAM and with Grants.gov immediately, but no later than March 16, 2021.

**Submission:** Applications for this program will be submitted through a **NEW** two-step process: (1) submission of the **SF-424 and SF-LLL** in Grants.gov and (2) submission of the **full application** including attachments in the Justice Grants System (JustGrants). Submit the SF-424 and SF-LLL as early as possible, but not later than 24-48 hours before the Grants.gov deadline. For technical assistance with Grants.gov, contact Grants.gov Applicant Support at 1-800-518-4726 or support@grants.gov. For technical assistance with JustGrants, contact OVW JustGrants Support at 1-866-655-4482 or OVW.JustGrantsSupport@usdoj.gov.

For more information about registration and submission, see the Application and Submission Information section of this solicitation.

### **Notification**

OVW anticipates notifying applicants of funding decisions by October 1, 2021.

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# Program Description

## Overview of OVW

OVW is a component of the United States Department of Justice (DOJ). Created in 1995, OVW administers grant programs authorized by the Violence Against Women Act (VAWA) and subsequent legislation and provides national leadership on issues of domestic violence, dating violence, sexual assault, and stalking. OVW grants support coordinated community responses to hold offenders accountable and serve victims.

## Statutory Authority

34 U.S.C. §§ 10461-10465

## About this OVW Program

The Improving Criminal Justice System Responses to Domestic Violence, Dating Violence, Sexual Assault, and Stalking Grant Program (ICJR Program) (CFDA# 16.590) program is authorized by 34 U.S.C. §§ 10461-10465 and implemented through regulations at 28 C.F.R. Part 90, Subpart D. The ICJR Program encourages state, local, and tribal governments and courts to treat domestic violence, dating violence, sexual assault, and stalking as serious violations of criminal law requiring the coordinated involvement of the entire criminal justice system. For additional information about this program and related performance measures, including how awards contribute to the achievement of program goals and objectives, see:

- OVW grant program information: [OVW Grants and Programs webpage](#)
- Program performance measures under the Measuring Effectiveness Initiative: [VAWA Measuring Effectiveness Initiative webpage](#)
- Examples of successful projects in OVW's most recent report to Congress on the effectiveness of VAWA grant programs: [2018 Biennial Report](#)

## Program Scope

Activities supported by this program are determined by statute, federal regulations, and OVW policies. If an applicant receives an award, the funded project is bound by this solicitation, the [DOJ Financial Guide](#), including updates to the financial guide after an award is made, the [Solicitation Companion Guide](#), and the conditions of the award.

## Purpose Areas

Pursuant to 34 U.S.C. § 10461(b), funds under this program must be used for one or more of the following purposes:

1. To implement proarrest programs and policies in police departments, including

policies for protection order violations and enforcement of protection orders across state and tribal lines.

2. To develop policies, educational programs, protection order registries, data collection systems, and training in police departments to improve tracking of cases and classification of complaints involving domestic violence, dating violence, sexual assault, and stalking. Policies, educational programs, protection order registries, and training described in this paragraph shall incorporate confidentiality, and privacy protections for victims of domestic violence, dating violence, sexual assault, and stalking.
3. To centralize and coordinate police enforcement, prosecution, or judicial responsibility for domestic violence, dating violence, sexual assault, and stalking cases in teams or units of police officers, prosecutors, parole and probation officers, or judges.
4. To coordinate computer tracking systems and provide the appropriate training and education about domestic violence, dating violence, sexual assault, and stalking to ensure communication between police, prosecutors, parole and probation officers, and both criminal and family courts.
5. To strengthen legal advocacy service programs and other victim services for victims of domestic violence, dating violence, sexual assault, and stalking, including strengthening assistance to such victims in immigration matters.
6. To educate federal, state, tribal, territorial, and local judges, courts, and court-based and court-related personnel in criminal and civil courts (including juvenile courts) about domestic violence, dating violence, sexual assault, and stalking and to improve judicial handling of such cases.
7. To provide technical assistance and computer and other equipment to police departments, prosecutors, courts, and tribal jurisdictions to facilitate the widespread enforcement of protection orders, including interstate enforcement, enforcement between states and tribal jurisdictions, and enforcement between tribal jurisdictions.
8. To develop or strengthen policies and training for police, prosecutors, and the judiciary in recognizing, investigating, and prosecuting instances of domestic violence, dating violence, sexual assault, and stalking against older individuals (as defined in section 3002 of title 42) and individuals with disabilities (as defined in section 12102(2) of title 42).
9. To develop state, tribal, territorial, or local policies, procedures, and protocols for preventing dual arrests and prosecution in cases of domestic violence, dating

violence, sexual assault, and stalking, and to develop effective methods for identifying the pattern and history of abuse that indicates which party is the actual perpetrator of abuse.

10. To plan, develop and establish comprehensive victim service and support centers, such as family justice centers, designed to bring together victim advocates from victim service providers, staff from population specific organizations, law enforcement officers, prosecutors, probation officers, governmental victim assistants, forensic medical professionals, civil legal attorneys, chaplains, legal advocates, representatives from community-based organizations and other relevant public or private agencies or organizations into one centralized location, in order to improve safety, access to services, and confidentiality for victims and families. Although funds may be used to support the colocation of project partners under this paragraph, funds may not support construction or major renovation expenses or activities that fall outside of the scope of the other statutory purpose areas.
11. To develop and implement policies and training for police, prosecutors, probation and parole officers, and the judiciary in recognizing, investigating, and prosecuting instances of sexual assault, with an emphasis on recognizing the threat to the community for repeat crime perpetration by such individuals.
12. To develop, enhance, and maintain protection order registries.
13. To develop human immunodeficiency virus (HIV) testing programs for sexual assault perpetrators and notification and counseling protocols.
14. To develop and implement training programs for prosecutors and other prosecution-related personnel regarding best practices to ensure offender accountability, victim safety, and victim consultation in cases involving domestic violence, dating violence, sexual assault, and stalking.
15. To develop or strengthen policies, protocols, and training for law enforcement, prosecutors, and the judiciary in recognizing, investigating, and prosecuting instances of domestic violence, dating violence, sexual assault, and stalking against immigrant victims, including the appropriate use of applications for nonimmigrant status under subparagraphs (T) and (U) of section 1101(a)(15) of title 8.
16. To develop and promote state, local, or tribal legislation and policies that enhance best practices for responding to the crimes of domestic violence, dating violence, sexual assault, and stalking, including the appropriate treatment of victims.

17. To develop, implement, or enhance sexual assault nurse examiner programs or sexual assault forensic examiner programs, including the hiring and training of such examiners.
18. To develop, implement, or enhance Sexual Assault Response Teams or similar coordinated community responses to sexual assault.
19. To develop and strengthen policies, protocols, and training for law enforcement officers and prosecutors regarding the investigation and prosecution of sexual assault cases and the appropriate treatment of victims.
20. To provide human immunodeficiency virus testing programs, counseling, and prophylaxis for victims of sexual assault.
21. To identify and inventory backlogs of sexual assault evidence collection kits and to develop protocols for responding to and addressing such backlogs, including policies and protocols for notifying and involving victims.
22. To develop multidisciplinary high-risk teams focusing on reducing domestic violence and dating violence homicides by:
  - a. using evidence-based indicators to assess the risk of homicide and link high-risk victims to immediate crisis intervention services;
  - b. identifying and managing high-risk offenders; and
  - c. providing ongoing victim advocacy and referrals to comprehensive services including legal, housing, health care, and economic assistance.

**Note:** Given the intensive nature of implementing **purpose area 22**, the only purpose area that can be combined with this is purpose area 3.

23. To develop, strengthen, and implement policies, protocols, and training for law enforcement regarding cases of missing or murdered Indians, as described in section 5704 of title 25.
24. To compile and annually report data to the Attorney General related to missing or murdered Indians, as described in section 5705 of title 25.

**Note:** Proposals under **purpose areas 23 and 24** must have a primary purpose of treating domestic violence, dating violence, sexual assault, and stalking as serious violations of criminal law, as required by 34 U.S.C. § 10461(a).

Because the majority of the statutory purpose areas listed above include functions and/or activities that are inherently governmental, state/tribal **coalitions and victim service**

**providers** applying as the lead applicant may seek funding to address **only purpose areas 5, 10, and 17** above.

## OVW Priority Areas

In FY 2021, OVW is interested in supporting the priority area(s) identified below. Applications proposing activities in the following areas will be given special consideration.

1. Reduce violent crime against women and promote victim safety through investing in law enforcement, increasing prosecution, and promoting effective prevention.

In FY 2021, OVW will give special consideration to **continuation applications** submitted by states, Indian tribal governments, state and local courts (including juvenile courts), and units of local government that meaningfully address one or more of the following ten statutory purpose areas. To demonstrate that an application meaningfully addresses this priority, no less than 50 percent of proposed goals, objectives, activities, and budget must support law enforcement, prosecution, sexual assault nurse examiners/sexual assault forensic examiners, and/or court partners. Purpose areas that address this priority are **purpose area 3** (specialized units), **6** (improving judicial handling of cases), **8** (developing policies and trainings for working with older individuals and individuals with disabilities), **10** (co-located services/FJC), **11** (developing policies and training for recognizing, investigating or prosecuting instances of sexual assault), **14** (training for prosecutors), **17** (developing sexual assault nurse examiner programs or sexual assault forensic nurse programs, including hiring and training of examiners), **18** (developing Sexual Assault Response Teams or similar coordinated community responses to sexual assault), **19** (improving investigation or prosecution of sexual assault cases), and/or **22** (reducing domestic and dating violence homicides). Applications that meet these requirements will receive a **5-point** addition during the programmatic process.

In an effort to encourage **new applicants** to apply for ICJR funding, **10 points** will be applied to applications from jurisdictions who have not previously received ICJR funding. Additional information is provided in the Mandatory Program Requirements section of this solicitation.

## Statutory Priority

Pursuant to 34 U.S.C. § 10462(b), when making ICJR Program awards, OVW must give priority to applicants that:

1. Do not currently provide for centralized handling of cases involving domestic violence, dating violence, sexual assault, or stalking by police, prosecutors, and courts;
2. Demonstrate a commitment to strong enforcement of laws, and prosecution or cases, involving domestic violence, dating violence, sexual assault, or stalking, including the enforcement of protection orders from other states and jurisdictions, including tribal jurisdictions;
3. Have established cooperative agreements or can demonstrate effective ongoing collaborative arrangements with neighboring jurisdictions to facilitate the

enforcement of protection orders from other states and jurisdictions, including tribal jurisdictions; and

4. Intend to utilize grant funds to develop and install data collection and communication systems, including computerized systems, and training on how to use these systems effectively to link police, prosecutors, courts, and tribal jurisdictions for the purpose of identifying and tracking protection orders and violations of protection orders, in those jurisdictions where such systems do not exist or are not fully effective.

In FY 2021, applications submitted by states, Indian tribal governments, state and local courts (including juvenile courts), and units of local government addressing one or more of the statutory priorities above will receive one additional point during the programmatic review process.

## **Activities that Compromise Victim Safety and Recovery or Undermine Offender Accountability**

OVW does not fund activities that jeopardize victim safety, deter or prevent physical or emotional healing for victims, or allow offenders to escape responsibility for their actions. Applications that propose any such activities may receive a deduction in points during the review process or may be eliminated from consideration. Information on activities that compromise victim safety and recovery or undermine offender accountability may be found in the [Solicitation Companion Guide](#).

## **Out-of-Scope Activities**

The activities listed below are out of the program scope and will not be supported by this program's funding. See also the list of unallowable costs in the Funding Restrictions section of this solicitation.

1. **Research projects.** Funds under this program may not be used to conduct research, defined in 28 C.F.R. § 46.102 as a systematic investigation designed to develop or contribute to generalizable knowledge. Surveys and focus groups, depending on their design and purpose, may constitute research and therefore be out-of-scope. Prohibited research does not include assessments conducted for internal improvement purposes only (see Limited Use of Funds below). For information on distinguishing between research and assessments, see the [Solicitation Companion Guide](#).
2. **Direct legal representation.** Grant funds may only be used to provide legal representation to victims of domestic violence, dating violence, sexual assault, and stalking in the limited context of protection order proceedings.
3. **Family Law.** Grant funds may not be used for family law matters including, but not limited to, divorce, custody, visitation, and/or child support.
4. **Prevention activities.** Grant funds may not be used for prevention activities. Grantees are only permitted to engage in outreach activities to inform potential victims about the

availability of services.

5. **Family violence services.** Grant funds may not be used to address child abuse or other family violence issues, such as violence perpetrated by a child against a parent or violence perpetrated by a sibling against another sibling.
6. **Services for children.** Grant funds may not be used to investigate or prosecute child physical or sexual abuse cases. Grant funds **may** be used to investigate, prosecute, and provide services in cases involving victims age 11 and older. Grant funds may be used to provide direct services to individuals 10 and under only where such services are an ancillary part of providing services to the individual's parent who is a victim of domestic violence, dating violence, sexual assault, or stalking (such as providing child care services while the parent-victim receives services).
7. **Sex offender registry.** Grant funds may not be used to create sex offender registries.
8. **Missing or murdered Indians.** Grant funds may not be used for policies, protocols, training or data collection and reporting that do not further the purpose of treating domestic violence, dating violence, sexual assault, and stalking as serious violations of criminal law.

Applications that propose activities deemed to be substantially out-of-scope may receive a deduction in points during the review process or may be eliminated from consideration.

### **Limited Use of Funds**

Grantees may use up to three percent of grant award funds to assess their work for internal improvement purposes only, such as by convening a listening session to identify service gaps in the community or surveying training participants about the quality of training content and delivery. Applicants considering such assessments must refer to the OVW research decision tree in the Solicitation Companion Guide to ensure that the activity does not qualify as human subjects research. The [Solicitation Companion Guide](#) also provides additional information on federal requirements related to research, assessments, and surveys.

### **Activities Requiring Prior Approval**

Recipients must receive prior approval before using grant funds to support surveys, whether conducted as part of a program or needs assessment, or for any other purpose. Prior approval is necessary to determine whether the activity is within the scope of the award and meets the requirements of the Paperwork Reduction Act (see the [Solicitation Companion Guide](#) for more information).

## Federal Award Information

### Awards, Amounts and Durations

#### Anticipated Number of Awards

45

#### Anticipated Maximum Dollar Amount of Awards

\$1,000,000.00

#### Period of Performance Start Date

10/1/21 12:00 AM

#### Period of Performance Duration (Months)

48

#### Anticipated Total Amount to be Awarded Under Solicitation

\$30,000,000.00

### Availability of Funds

All awards are subject to the availability of appropriated funds and any modifications or additional requirements that may be imposed by law. There is no guarantee that funds will be available in the future. OVW may elect to make awards in a future fiscal year for applications submitted under this solicitation but not selected for FY 2021 funding, depending on the merits of the applications and the availability of funding.

### Types of Awards

Awards will be made as grants.

#### Award Period and Amounts

New Applicants:

The award period is 48 months for **new applicants** and **continuation applicants seeking to implement purpose area 22 for the first time**.

Budgets must reflect 48 months of project activities, and the total “estimated funding” on the SF-424 must reflect 48 months for new applicants. OVW anticipates that the award period will start on October 1, 2021.

Continuation Applicants:



The award period is 36 months for **continuation applicants**.

Budgets must reflect 36 months of project activities, and the total “estimated funding” on the SF-424 must reflect 36 months for continuation applicants. OVW anticipates that the award period will start on October 1, 2021

Funding levels under this program for FY 2021 are:

1. \$500,000 for projects with a service area population up to 400,000 for the entire 36 or 48 months.
2. \$750,000 for projects with a service area population 400,001 to 700,000 for the entire 36 or 48 months.
3. \$1,000,000 for projects with a service area population 700,001 and above for the entire 36 or 48 months.
4. \$1,000,000 for statewide projects, regardless of service area population for the entire 36 or 48 months.

**Applicants must upload and attach a service area map with population size to their application in JustGrants.**

OVW has the discretion to make awards for greater or lesser amounts than requested and to negotiate the scope of work and budget with applicants prior to making an award.

## **Types of Applications**

In FY 2021, OVW will accept applications for this program from the following:

Recipients of an FY FY 2019 or FY 2020 award under this program are NOT eligible to apply as the lead applicant on an FY 2021 proposal.

**New:** Applicants that have never received funding under this program or whose previous funding under this program expired on or before March 31, 2020.

The ICJR Program is fundamentally guided by the core principle of developing and establishing a coordinated community response (CCR). A CCR team **convenes multidisciplinary community partners to provide interagency, coordinated responses to domestic violence, dating violence, sexual assault, and stalking**. Collaboration improves responses to victims/survivors and more effectively holds offenders accountable.

In FY 2021, the ICJR Program will give special consideration to **new applicants that have never received ICJR funding** and are committed to developing a CCR, revitalizing or enhancing their CCR, and engaging in a community assessment process. New applicants proposing to implement, develop, revitalize or enhance their CCR will receive a **10-point** addition during the programmatic review process.

**Continuation:** Applicants that have an existing or recently closed (after March 31, 2020)

award under this program. Continuation funding is not guaranteed. **Note:** The purpose of ICJR funding is to provide jurisdictions with resources to address VAWA crimes; it is not intended to be long-term sustained funding. In an effort to distribute ICJR funding across the country and to support innovative projects, continuation applicants that propose new project goals, objectives, and activities will receive special consideration.

**Note:** Current grantees with a substantial amount of unobligated funds remaining (50 percent or more of the previous award) as of March 31, 2021 without adequate justification may not be considered for funding or may receive a reduced award amount if selected for funding in FY 2021.

## **Mandatory Program Requirements**

All applicants that receive funding under this program will be required to engage in the following activities:

1. OVW-sponsored training and technical assistance (TTA).
2. OVW may conduct a program assessment or evaluation necessitating grantee involvement. Therefore, recipients may be expected to dedicate some OVW-funded time and resources to participating in an assessment or evaluation.
3. Attend a new grantee orientation.
4. Attend training on stalking and cyberstalking within the first 12 months of the project period.
5. Submit HIV certification documentation as detailed below:

Pursuant to 34 U.S.C. § 10461(d), states and units of local government that receive ICJR Program funding shall not be entitled to 5 percent of their total award unless the state or unit of local government:

1. certifies that it has a law, policy, or regulation that requires –
  - a) the state or unit of local government at the request of a victim to administer to a defendant, against whom an information or indictment is presented for a crime in which by force or threat of force the perpetrator compels the victim to engage in sexual activity, testing for the immunodeficiency virus (HIV) not later than 48 hours after the date on which the information or indictment is presented and the defendant is in custody or has been served with the information or indictment;
  - b) as soon as practicable notification to the victim, or parent and guardian of the victim, and the defendant of the testing results; and
  - c) follow-up tests for HIV as may be medically appropriate, and that as soon as practicable after each such test the results be made available in accordance with subparagraph (b); or
2. gives the Attorney General assurances that its laws and regulations will be in compliance with requirements of paragraph (1) within the period ending on the date on which the next session of the state legislature ends.

All state and local government applicants must submit either a certification that they are in compliance with the above requirement along with a copy of the relevant law, regulation, or policy, or an assurance attesting that the applicant will meet the requirement by the end of the next legislative session from the date of application. The certification or assurance must be in the form of a letter, on government letterhead, signed and dated by the authorized representative of the state or local government. A special condition withholding five percent of funds will be added to all awards to states and units of local governments that submit assurances or do not provide a compliant law, regulation, or policy with the certification.

Pursuant to 28 C.F.R. § 90.64(b)(2), in the event that a unit of local government does not have authority to prosecute “crime[s] in which by force or threat of force the perpetrator compels the victim to engage in sexual activity[.]” the unit of local government may submit a letter from an appropriate legal authority in the jurisdiction certifying that the jurisdiction does not have authority to prosecute “crime[s] in which by force or threat of force the perpetrator compels the victim to engage in sexual activity” and that therefore the certification is not relevant to the unit of local government in question.

The signed HIV Certification, HIV Assurance, or HIV Exemption letter must be uploaded as an additional attachment at the end of the application in JustGrants.

In addition, all **new applicants** that receive funding under this program and **continuation applicants seeking to implement purpose area 22 for the first time** will be required to engage in a 12-month planning phase.

New grantees will spend the first 12 months of the 48-month project period completing required training by OVW TTA providers to ensure critical partners have the necessary competency in improving the criminal justice response to victims of domestic violence, dating violence, sexual assault, and stalking. During the 12-month planning phase, new grantees are required to engage in a mandatory planning phase before the start of the implementation phase. Grantees will:

1. Identify a dedicated project coordinator.
2. Create a coordinated community response with project partners and relevant stakeholders in the community.
3. Identify evidenced-based practices and/or tools that may be implemented at the agency and community level.
4. Submit a logic model that outlines community goals. OVW must approve the logic model prior to the start of the implementation phase.

Note: Continuation applicants that have never implemented a lethality/risk assessment tool and are seeking to implement purpose area 22 in FY 2021 will receive a 48-month

award and will be required to complete the 12-month TTA planning period.

## Eligibility Information

### Eligible Applicants

Pursuant to 34 U.S.C. § 10461(c), the following entities are eligible to apply for this program:

**1. States.**

“State” means each of the several states and the District of Columbia, and the Commonwealth of Puerto Rico, the Virgin Islands, American Samoa, Guam, and the Northern Mariana Islands. 34 U.S.C. § 12291(a)(31).

**2. Indian tribal governments.**

“Tribal government” means any tribe, band, pueblo, nation, or other organized group or community of Indians, including any Alaska Native village or regional or village corporation (as defined in, or established pursuant to, the Alaska Native Claims Settlement Act (43 U.S.C. 1601 et seq.)), that is recognized as eligible for the special programs and services provided by the United States to Indians because of their status as Indians. 34 U.S.C. § 12291(a)(36).

**3. State and local courts (including juvenile courts).**

“Courts” means any civil or criminal, tribal, and Alaska Native Village, federal, state, local or territorial court having jurisdiction to address domestic violence, dating violence, sexual assault, or stalking, including immigration, family, juvenile, and dependency courts, and the judicial officers serving in those courts, including judges, magistrate judges, commissioners, justices of the peace, or any other person with decision making authority. 34 U.S.C. § 12291(a)(2).

**4. Units of local government.**

“Unit of local government” means any city, county, township, town, borough, parish, village, or other general purpose political subdivision of a state.

*(Note: Pursuant to 28 C.F.R. § 90.61(b), the following are not considered units of local government and are not eligible to apply as the lead applicant: police departments, pre-trial service agencies, district or city attorneys’ offices, sheriffs’ departments, probation and parole departments, and universities. These entities may assume responsibility for the development and implementation of the project but must have their state, tribal government, or unit of local government apply as the lead applicant.)*

**5. State, tribal, or territorial domestic violence or sexual assault coalitions** that partner with a state, Indian tribal government, or unit of local government.

A “state, tribal, or territorial domestic violence or sexual assault coalition” is a coalition

recognized by OVW pursuant to 34 U.S.C. § 10441(d)(2)(A), determined by the Secretary of Health and Human Services under 42 U.S.C. § 10411, or determined by the Center for Injury Prevention and Control of the Centers for Disease Control and Prevention under the Public Health Service Act (42 U.S.C. §§ 280b et seq.). See also 34 U.S.C. § 12291(a)(32)-(35).

**6. Victim service providers** that partner with a state, Indian tribal government, or unit of local government.

A “victim service provider” is a nonprofit, nongovernmental or tribal organization or rape crisis center, including a state or tribal domestic violence and/or sexual assault coalition, that assists or advocates for domestic violence, dating violence, sexual assault, or stalking victims, including a domestic violence shelter, faith-based organization or other organization, with a documented history of effective work concerning domestic violence, dating violence, sexual assault, or stalking. 34 U.S.C. § 12291(a)(43). Victim service providers must provide direct services to victims of domestic violence, dating violence, sexual assault, or stalking as one of their primary purposes and have a demonstrated history of effective work in this field.

#### 501(c)(3) Status

Any entity that is eligible for this program based on its status as a nonprofit organization must be an organization that is described in section 501(c)(3) of the Internal Revenue Code of 1986 and is exempt from taxation under section 501(a) of that Code. See 34 U.S.C. § 12291(b)(16)(B)(i).

#### Executive Order 13929 Safe Policing for Safe Communities

To advance Executive Order 13929 Safe Policing for Safe Communities, the Attorney General determined that all state, local, and university or college law enforcement agencies must be certified by an approved independent credentialing body or have started the certification process to be eligible for FY 2021 DOJ discretionary grant funding, either as a recipient or a subrecipient. To become certified, the law enforcement agency must meet two mandatory conditions: (1) the agency’s use of force policies adhere to all applicable federal, state, and local laws; and (2) the agency’s use of force policies prohibit chokeholds except in situations where use of deadly force is allowed by law. For detailed information on this new certification requirement, see [Safe Policing](#) to access the Standards for Certification on Safe Policing for Safe Communities, Implementation Fact Sheet, and List of Designated Independent Credentialing Bodies.

#### **Ineligible Entities and Disqualifying Factors**

Applications submitted by ineligible entities or that do not meet all program eligibility requirements will not be considered for funding. In addition, an application deemed deficient in one or more of the following categories may not be considered for funding: 1. activities that compromise victim safety, 2. out-of-scope activities, 3. unallowable costs, 4. pre-award risk assessment, 5. completeness of application contents, and 6. timeliness. Failure to comply

fully with all applicable unique entity identifier and SAM requirements (see Application and Submission section for more information on these requirements) will result in removal from consideration. An applicant with past performance issues, long-standing open audits, or an open criminal investigation also may not be considered for funding.

**Note:** Any nonprofit organization that holds money in offshore accounts for the purpose of avoiding paying the tax described in section 511(a) of the Internal Revenue Code is not eligible for a grant from this program. See 34 U.S.C. § 12291(b)(16)(B)(ii).

## Cost Sharing or Matching

This program has no matching requirement.

## Other Program Eligibility Requirements

In addition to meeting the eligible entity requirements outlined above, applicants for this program must also meet the requirements below. All certification and other eligibility related documents must be current and developed in accordance with the FY 2021 solicitation.

Certifications must take the form of a letter, on letterhead, signed, and dated by the Chief Executive Officer (i.e., the certification letter must be signed by the **highest official** of the state, tribe, local jurisdiction, or court). Examples of an appropriate Chief Executive Officer are a governor for a state, chief judge for a court, a mayor or county executive for a unit of local government, etc. If the certification letter is determined to be deficient and the application is selected for funding, the applicant will be required to correct any deficiencies prior to OVW making an award. The signed certification letter must be uploaded as a separate attachment in JustGrants. Sample certification letters can be found on the [OVW website](#).

### Certification of Eligibility

Under 34 U.S.C. § 10461(c):

**1. State, Unit of Local Government, and Tribal Government Applicants must:**

1. certify that their laws or official policies:
  1. encourage or mandate arrests of domestic violence offenders based on probable cause that an offense has been committed; and
  2. encourage or mandate arrest of domestic violence offenders who violate the terms of a valid and outstanding protection order;
2. demonstrate that their laws, policies, or practices and their training programs discourage dual arrests of offender and victim;
3. certify that their laws, policies, or practices prohibit issuance of mutual restraining orders of protection except in cases where both parties file a claim and the court makes detailed findings of fact indicating that both parties acted primarily as aggressors and that neither party acted primarily in self-defense;
4. certify that their laws, policies, and practices do not require, in connection with the

prosecution of any misdemeanor or felony domestic violence, dating violence, sexual assault, or stalking offense, or in connection with the filing, issuance, registration, modification, enforcement, dismissal, or service of a protection order, or a petition for a protection order, to protect a victim of domestic violence, dating violence, stalking, or sexual assault, that the victim bear the costs associated with the filing of criminal charges against the offender, or the costs associated with the filing, issuance, registration, modification, enforcement, dismissal, or service of a warrant, protection order, petition for a protection order, or witness subpoena, whether issued inside or outside the state, tribal, or local jurisdiction; and

5. certify that, their laws, policies, or practices will ensure that –

1. no law enforcement officer, prosecuting officer or other government official shall ask or require an adult, youth, or child victim of a sex offense as defined under federal, tribal, state, territorial, or local law to submit to a polygraph examination or other truth telling device as a condition for proceeding with the investigation of, trial of, or sentencing for such an offense; and

2. the refusal of a victim to submit to an examination described in clause (i) shall not prevent the investigation of, trial of, or sentencing for the offense.

**2. Court Applicants** must certify that:

1. their laws, policies, or practices prohibit issuance of mutual restraining orders of protection except in cases where both parties file a claim and the court makes detailed findings of fact indicating that both parties acted primarily as aggressors and that neither party acted primarily in self-defense;

2. the laws, policies, and practices applicable to the court do not require, in connection with the prosecution of any misdemeanor or felony domestic violence, dating violence, sexual assault, or stalking offense, or in connection with the filing, issuance, registration, modification, enforcement, dismissal, or service of a protection order, or a petition for a protection order, to protect a victim of domestic violence, dating violence, stalking, or sexual assault, that the victim bear the costs associated with the filing of criminal charges against the offender, or the costs associated with the filing, issuance, registration, modification, enforcement, dismissal, or service of a warrant, protection order, petition for a protection order, or witness subpoena, whether issued inside or outside the state, tribal, or local jurisdiction; and

3. the laws, policies or practices applicable to the court ensure that:

1. no law enforcement officer, prosecuting officer or other government official shall ask or require an adult, youth, or child victim of a sex offense as defined under federal, tribal, state, territorial, or local law to submit to a polygraph examination or other truth telling device as a condition for proceeding with the investigation of, trial of, or sentencing for such an offense; and

2. The refusal of a victim to submit to an examination described in subparagraph (i) shall not prevent the investigation of, trial of, or sentencing for the offense.

**3. Coalition and Victim Service Provider Applicants:**

Coalition and victim service provider applicants must partner with a state, Indian tribal government, or unit of local government, and must submit with their application a

Certification of Eligibility as described above signed by the chief executive officer of the government partner on government agency letterhead. A coalition or victim service provider applicant with only a court partner is not eligible and therefore cannot submit a Certification of Eligibility from a court partner.

#### Required Partnerships

All applications to the ICJR Program must include formal partnerships as described below based on lead applicant type. Applicants that fail to include the mandatory partner will be removed from further consideration.

1. State, Indian Tribal Government, Unit of Local Government and Court Applicants:

Applicants that are states, units of local governments, tribal governments, or courts are required to enter into a formal partnership with: 1) one or more victim service provider(s) that have a documented history of serving victims of domestic violence, dating violence, sexual assault, and/or stalking, and 2) other governmental organizations that are necessary for the implementation of the proposed project. A victim service provider must be involved in the development and implementation of the project. Victim service provider partners must provide direct services to victims of domestic violence, dating violence, sexual assault, or stalking as one of their primary purposes and have a demonstrated history of effective work in this field.

2. Coalition or Victim Service Provider Applicants:

Lead applicants that are victim service providers, including coalitions, are required to enter into a formal partnership with: 1) a state, Indian tribal government, or unit of local government appropriate to the service area, and 2) any specific governmental organizations that are necessary for the implementation of the proposed project. All partners must be involved in the development and implementation of the project.

All formal partnerships must be documented in the form of a Memorandum of Understanding (MOU) or Letter(s) of Commitment (LOC) in limited situations. LOC(s) can only be submitted in place of an MOU when the lead applicant is a court and the court is precluded from entering into an MOU. In that situation, the court applicant may submit an LOC in lieu of an MOU, stating how the court is precluded from entering into an MOU, and the project partners may also submit LOCs in lieu of an MOU. See "Memorandum of Understanding" section for additional information on MOU requirements.

#### Limit on Number of Applications

OVW will consider only one application per organization for the same service area. In addition, if an applicant submits multiple versions of the same application, OVW will review only the most recent system-validated version submitted before the deadline.

## **Application and Submission Information**

### **Address to Request Application Package**

The complete application package (this solicitation, including links to required forms) is



available on Grants.gov and on the [OVW website](#). Applicants wishing to request a paper copy of these materials should contact 202-353-5498 and [OVW.ICJR@usdoj.gov](mailto:OVW.ICJR@usdoj.gov).

### **Pre-Application Information Session(s)**

OVW will conduct two optional web-based pre-application information sessions. During these sessions, OVW staff will review this program's requirements, review the solicitation, and allow for a brief question and answer period. These sessions are tentatively scheduled for:

1. February 3, 2021 at 1 pm ET (new applicants)
2. February 3, 2021 at 3 pm ET (continuing applicants)

Participation in a pre-application information session is optional and not a requirement to be eligible to apply.

To register, contact the ICJR Program at [OVW.ICJR@usdoj.gov](mailto:OVW.ICJR@usdoj.gov) or at 202-353-5498. Registration must be received at least 2 days prior to the start of the session. Participants are not registered until they receive a confirmation email. Webinars will be captioned in English and Spanish. Interested applicants needing additional language assistance should contact this program at [OVW.ICJR@usdoj.gov](mailto:OVW.ICJR@usdoj.gov) or at 202-353-5498 as soon as possible, but no later than January 29, 2021.

### **Content and Form of Application Submission**

The information below ("Letter of Intent" through "Submission Dates and Times") describes the full content and form of application submission.

#### **Letter of Intent**

Applicants intending to apply for FY 2021 funding under this program are strongly encouraged to submit a Letter of Intent. The letter should state that the applicant is registered and current with SAM and with Grants.gov. The letter should be submitted to OVW at [OVW.ICJR@usdoj.gov](mailto:OVW.ICJR@usdoj.gov) by March 16, 2021. This letter will not obligate the applicant to submit an application. See the [OVW website](#) for a sample Letter of Intent.

#### **Formatting and Technical Requirements**

Applications must follow the requirements below for all documents, unless otherwise noted. Points may be deducted for applications that do not adhere to the following requirements:

1. Double-spaced (Data Requested with Application, Pre-Award Risk Assessment, and charts may be single-spaced).
2. 8½ x 11 inch pages.
3. One-inch margins.
4. Type no smaller than 12 point, Times New Roman (TNR) or Arial font, except for footnotes, which may be in 10-point font.
5. Page numbers.
6. No more than 20 pages for the Proposal Narrative.

7. Word documents in the following formats: Microsoft Word (.doc), PDF files (.pdf), or Text Documents (.txt).
8. Headings and sub-headings that correspond to the sections identified in this section of the solicitation.

### **Application Contents**

Applications must include the required documents and demonstrate that the program eligibility requirements have been met. For a complete checklist of the application contents, see the Application Checklist in the [Other Information section](#) of this solicitation.

OVW will not contact applicants for missing items on the list below. Applications that do not include all of the following documents will be considered substantially incomplete and will not be considered for funding:

1. Proposal Narrative.
2. Budget Detail Worksheet and Narrative.
3. Data Requested with Application
4. MOU/LOC(s) in accordance with partnership requirements described above.
5. Certification of Eligibility.

### **Information to Complete the Application for Federal Assistance (SF-424)**

#### Application for Federal Assistance (SF-424)

Applicants must complete the SF-424 in Grants.gov. The SF-424 is generated when the applicant begins the submission process. For "Type of Applicant," do not select "Other." The amount of federal funding requested in the "Estimated Funding" section of this form must match the amount of federal funding requested in the budget section of the application package. This program does not require a match; therefore, the values for the Applicant line should be zero. The individual who is listed as "**Authorized Representative**" must be an individual who has the authority to apply for and accept grant awards on behalf of the organization or jurisdiction.

**Intergovernmental Review (SF-424 Question 19):** This solicitation ("funding opportunity") is subject to Executive Order (E.O.) 12372, Intergovernmental Review of Federal Programs. Applicants must check the Office of Management and Budget's website for the names and addresses of state [Single Points of Contact](#) (SPOC) under Intergovernmental Review. If the applicant's state appears on the SPOC list, the applicant must contact the state SPOC to find out about, and comply with, the state's process under E.O. 12372. In completing the SF-424, such an applicant is to make the appropriate selection in response to question 19 once the applicant has complied with its state E.O. 12372 process. An applicant whose state does not appear on the SPOC list should answer question 19 by selecting the following response: "Program is subject to E.O. 12372 but has not been selected by the state for review."

### Disclosure of Lobbying Activities (SF-LLL)

All applicants must complete and submit the *Disclosure of Lobbying Activities* (SF-LLL) form in Grants.gov. Applicants that expend any funds for lobbying activities must provide the information requested on the SF-LLL. Applicants that do not expend any funds for lobbying activities should enter “N/A” in the required highlighted fields.

## **Standard Applicant Information (JustGrants 424 and General Agency Information)**

Applicants must complete this web-based form in JustGrants, which is pre-populated with the SF-424 data submitted in Grants.gov. Applicants are required to review the Standard Applicant Information and make edits as needed, confirm the Authorized Representative, verify the legal name and address, and enter the ZIP code(s) for the areas affected by the project.

## **Proposal Abstract**

The Proposal Abstract must provide a short summary (**no more** than two pages double-spaced) of the proposed project, including names of applicant and partners, project title, purpose of the project (including goal and intended outcome), primary activities for which funds are requested, who will benefit (including geographic area to be served), products and deliverables, and how the applicant will measure progress in completing project goals and objectives. Applicants must not summarize past accomplishments in this section. The Proposal Abstract, which is to be entered into a text box in JustGrants, will not be scored but is used throughout the review process.

## **Proposal Narrative**

The Proposal Narrative may not exceed 20 pages, double-spaced, and reviewers will not read beyond this page limit. The Proposal Narrative must include the following 3 sections. The total point value for the proposal narrative section is **65 points**. Applicants must upload the Proposal Narrative as an attachment in JustGrants.

### Purpose of the Proposal (10 points)

This section must describe:

1. The challenge or need faced by the community and how the goal/vision for the proposal will meet that need.
2. Provide a detailed description of how the needs of the community connect to the proposed purpose areas.
3. Describe the service area(s), including the geographic location, size, demographics, and unique characteristics in the jurisdiction(s) or state.
4. Identify gaps in services and explain how the proposed project will complement and not duplicate existing services.

New applicants must describe:

1. Current CCR efforts that address domestic violence, dating violence, sexual assault, and stalking including participating partners, leadership, activities, and areas for improvement.

Continuation applicants must describe:

2. The impact of current or prior efforts to prevent and reduce domestic violence, dating violence, sexual assault, and/or stalking in the service area, highlighting efforts previously supported by OVW.

### What Will Be Done (40 points)

The application must provide a clear link between the proposed activities and the need identified in the “Purpose of the Proposal” section above. The application must not include any of the activities listed as unallowable costs in the Funding Restrictions section of this solicitation.

This section must describe:

1. The approach to addressing the challenge or need identified in the Purpose of the Proposal section above.
2. How the applicant will measure its progress in achieving the proposal's goal(s)/vision. Identify targeted outcome(s) and describe any tool(s) the applicant will use to track those outcomes and report them to OVW. Tools may include OVW performance progress reports and logic model templates (both available at [VAWA Measuring Effectiveness Initiative](#)).
3. How the applicant will move to project sustainability; continuation applicants must provide specific details.
4. Provide a comprehensive description of the overall strategy and describe the specific tasks and activities necessary to accomplish the goals and objectives.
5. How the applicant is proposing to address the OVW purpose area(s), the priority areas, and/or if the applicant will address any of the ICJR statutory priorities.
6. Describe why the applicant anticipates that the project will be successful, and describe how the applicant will determine if the project goals are accomplished.
7. List tangible products, if any (e.g., a video, a brochure, a curriculum), that will be created under this project, and describe how the products could assist other jurisdictions addressing domestic violence, dating violence, sexual assault, or stalking. Product development is not required.
8. How the proposed activities, events, and deliverables will be accessible to individuals with disabilities and individuals who are Deaf or hard of hearing.
9. How the proposed project will reach each population in the service area identified in the Purpose of the Application section.
10. How the project will address the victimization rates identified in the Purpose of the Proposal section.

New applicants and continuation applicants seeking to implement purpose area 22 for the first time must also describe:

1. How the applicant and its partners will create or enhance policies and procedures to ensure efforts are improving the identification, investigation, prosecution, and adjudication of domestic violence dating violence, sexual assault, and stalking cases.
2. A detailed 48-month timeline with a list of key activities and milestones to take place within the award period grouped by month or quarter.

All continuation applicants must also include:

1. A detailed timeline covering the entire project period with a list of key activities and milestones to take place within the award period grouped by month or quarter.
2. How the applicant will ensure progress towards implementing identified CCR activities will improving the identification, investigation, prosecution, and adjudication of cases.
3. A brief description of funding sources and plans for sustaining the project beyond OVW funding.
4. If applicable, describe the proposed activities to meet the priority area: “reduce violent crime against women and promote victim safety through investing in law enforcement and increasing prosecution.”

#### Who Will Implement the Proposal (15 points)

This section must:

1. Identify the key individuals and organizations, including project partners, involved in the proposed project.
2. Demonstrate that the individuals and organizations identified have the capacity to address the stated need and can successfully implement the proposed project activities; attach job descriptions of all key personnel.
3. Describe all collaborative partnerships involved in implementing the project.
4. Describe the *applicant's* experience and expertise in the areas of domestic violence, dating violence, sexual assault, and stalking, as appropriate, for both the lead organization and key personnel who will be directly involved with the proposed project.
5. Describe the *project partners'* expertise in the areas of domestic violence, dating violence, sexual assault, and stalking, as appropriate, for both the partner organization(s) and key personnel who will be directly involved with the proposed project.
6. Describe the roles and responsibilities of the applicant, each partner, and key personnel. Position descriptions must be included with the application if hiring any key personnel.

#### **Budget and Associated Documentation**

Applicants must complete the web-based form in JustGrants for the budget worksheet and

budget narrative. Applicants also must upload the applicable associated documentation as described below under each heading. The budget worksheet and budget narrative are worth a total of **15 points** and will be reviewed separately from the proposal narrative. The associated documentation will not be scored, but failure to include it may result in removal from consideration or a delay in access to funding.

### **Budget Worksheet and Budget Narrative (Web-based Form)**

Complete the budget worksheet and narrative form for all applicable cost categories. The budget narrative must describe each line item requested in the budget and explain all costs included in the budget, including how the costs of goods and services are determined and how they will fulfill the objectives of the project. See the sample budget and the Creating a Budget webinar available on the OVW website at [OVW website](#). Keep in mind that budgetary requirements vary among programs. Applicants must submit reasonable budgets based on the resources needed to implement their projects in their specific geographic location.

#### Award Period and Amount

#### **New applicants and continuation applicants applying to implement purpose area 22 for the first time:**

Budgets for new applicants and continuation applicants applying to implement purpose area 22 for the first time should cover a project period of 48 months, or four years, starting October 1, 2021 and ending on September 30, 2025.

#### **Continuation applicants:**

Budgets for continuation applicants should cover a project period of 36 months, or three years, starting October 1, 2021 and ending on September 30, 2024.

Budget requests for both new and continuation applicants must not exceed:

- \$500,000 for projects with a service area population up to 400,000.
- 750,000 for projects with a service area population 400,001 to 700,000.
- \$1,000,000 for projects with a service area population 700,001 and above.
- \$1,000,000 for statewide projects, regardless of service area population.

The budget must:

1. Display a clear link between the specific project activities and the proposed budget items. The budget should not contain items that are not supported by the proposal narrative.
2. Include funds to attend OVW-sponsored TTA in the amount of \$40,000 for applicants located in the 48 contiguous states and \$60,000 for applicants located in the territories, Hawaii, and Alaska. This amount is for the entire 36 or 48 months and NOT per year. Applicants also may budget expenses in excess of the required amount if they are aware of relevant non-OVW sponsored conferences or training for which they would like permission to use grant funds to support staff/project partner attendance.

3. Continuation applicants must include a statement indicating whether no less than 50 percent of proposed goals, objectives, activities, and budget support law enforcement, prosecution, sexual assault nurse examiners/sexual assault forensic examiners, and/or court partners for **purpose areas 3, 6, 8, 10, 11, 14, 17, 18, 19, and/or 22**, if applicable.
4. Include funds or describe other resources available to the applicant to ensure access for individuals with disabilities, Deaf/hard of hearing individuals, and persons with limited English proficiency. See Accessibility under Federal Award Administration Information for more information.
5. Compensate all project partners for their full level of effort, unless otherwise stated in the MOU. For more information on compensating project partners, see the sample Budget Detail Worksheet on the [OVW website](#).
6. Distinguish clearly between subawards and contracts in allocating any grant funds to other entities. Pursuant to 2 C.F.R. § 200.331, a subaward is for the purpose of carrying out a portion of the federal award, such as compensating an MOU partner, and a contract is for the purpose of obtaining goods and services for the grantee's own use. The substance of the relationship is more important than the form of the agreement in determining whether the recipient of the pass-through funds is a subrecipient or a contractor. The awarding and monitoring of contracts must follow the recipient's documented procurement procedures, including full and open competition, pursuant to the procurement standards and monitoring requirements in 2 C.F.R. §§ 200.317-200.329. The issuance and monitoring of subawards must meet the requirements of 2 C.F.R. § 200.332, which includes oversight of subrecipient/partner spending and monitoring performance measures and outcomes attributable to grant funds. For more information, see the sample Budget Detail Worksheet and the Solicitation Companion Guide on the [OVW website](#).

OVW awards are governed by the provisions of 2 C.F.R. Part 200 and the [DOJ Financial Guide](#), which include information on allowable costs, methods of payment, audit requirements, accounting systems, and financial records. For additional information on allowable and unallowable costs, see the Funding Restrictions section below and the sample budget on the [OVW website](#).

### **Funding Restrictions**

The following information is provided to allow applicants to develop an application and budget consistent with program requirements.

#### Unallowable Costs

The costs associated with the activities listed below are unallowable and must not be included in applicants' budgets.

1. Lobbying.
2. Fundraising.
3. Purchase of real property.
4. Physical modifications to buildings, including minor renovations (such as painting or carpeting).
5. Construction.

### Food and Beverage/Costs for Refreshments and Meals

Generally, food and beverage costs are **not** allowable. Recipients must receive prior approval to use grant funds to provide a working meal and/or refreshments at a meeting, conference, training, or other event; OVW may provide such approval if one of the following applies:

1. The location of the event is not in close proximity to food establishments, despite efforts to secure a location near reasonably priced and accessible commercial food establishments.
2. Not serving food will significantly lengthen the day or necessitate extending the meeting to achieve meeting outcomes.
3. A special presentation at a conference requires a plenary address where there is no other time for food to be obtained.
4. Other extenuating circumstances necessitate the provision of food.

Justification for an exception listed above must be included in the applicant's budget narrative. For additional information on restrictions on food and beverage expenditures, see [OVW conference cost planning](#).

### Conference Planning and Expenditure Limitations

Applicants' budgets must be consistent with all requirements (including specific cost limits and prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (which is defined to include meetings, retreats, seminars, symposiums, training, and other similar events), and costs of attendance at such events. Information on conference planning, minimization of costs, and conference reporting is available at [OVW conference cost planning](#).

## **Pre-Agreement Cost**

OVW generally does not allow pre-award costs. Costs incurred prior to the start date of the award may not be charged to the project unless the recipient receives prior approval from OVW. See the [DOJ Financial Guide](#) for more information on pre-award costs.

## **Indirect Cost Rate Agreement (if applicable)**

Applicants that intend to charge indirect costs through the use of a negotiated indirect cost rate must have a current, signed, federally-approved indirect cost rate agreement and must upload and attach a copy of the agreement to their application in JustGrants. Applicants (other than state, local, and tribal governments) that do not have a current negotiated (including provisional), rate may elect to charge a de minimis rate of 10% of modified total direct costs, which may be used indefinitely. State, local, and tribal governments that **have never** negotiated an indirect cost rate with the federal government and receive less than \$35 million in direct federal funding per year also may choose to use the 10% de minimis rate.

Organizations that wish to negotiate an indirect cost rate should contact OVW's Grants



Financial Management Division at [OVW.GFMD@usdoj.gov](mailto:OVW.GFMD@usdoj.gov) or 1-888-514-8556 for more information.

## Financial Management Questionnaire (including applicant disclosure of high-risk status)

### Applicant Financial Capability Questionnaire (if applicable)

All nonprofit, nongovernmental organizations that apply for funding from OVW and have not previously (or within the last three years) received funding from OVW must complete an [Applicant Financial Capability Questionnaire](#) and attach it to their application in JustGrants. In addition, applicants may be required to submit their current year's audit report at a later time.

### Pre-Award Risk Assessment

Each applicant must respond to the questions below in a document uploaded and attached to its application in JustGrants. **Do not submit responses from a prior fiscal year without updating them to be responsive to all questions listed below.** This information will be used for a mandatory pre-award risk assessment. Failure to provide this information or to respond to questions from OVW regarding this information in a timely manner could result in the application being removed from consideration or a delay in access to funds. Provide complete responses that address all questions included for each numbered item. This document should be no more than four pages and may be single or double-spaced.

1. Will all funds awarded under this program be maintained in a manner that they will be accounted for separately and distinctly from other sources of revenue/funding? Provide a brief description of the applicant's policies and procedures that ensure funds will be tracked appropriately.
2. Does the applicant have written accounting policies and procedures? How often are these policies and procedures updated? Provide a brief list of the topics covered in the applicant's policies and procedures. OVW may request a copy for review during the application/award process or as part of the grant monitoring process.
3. Is the applicant's financial management system able to track actual expenditures and outlays with budgeted amounts for each grant or subgrant? Provide a brief summary of the organization's process for tracking expenditures, including tracking budgeted versus actual amounts.
4. Does the applicant have procedures in place for minimizing the time between transfer of funds from the United States Treasury and disbursement for project activities? Provide a short summary of the applicant's policy for requesting payments for grant awards.
5. Does the applicant have effective internal controls in place to ensure that federal funds are used solely for authorized purposes? Provide a brief description of the applicant's internal controls that will provide reasonable assurance that the award funds will be managed properly.
6. Does the applicant have a documented records retention policy? If so, briefly describe the policy and confirm that the policy complies with federal regulations. Information on Record Retention and Access can be found at 2 C.F.R. §§

200.334-200.338.

7. Does the applicant or any of its employees have any potential personal or organizational conflicts of interest related to the possible receipt of OVW award funds? Applicants are required to disclose in writing any potential conflicts of interest to their awarding agency. See 2 C.F.R. § 200.112 and Chapter 3.20, Grant Fraud, Waste and Abuse, of the [DOJ Financial Guide](#) for additional information.

8. Is the individual primarily responsible for fiscal and administrative oversight of grant awards familiar with the applicable grants management rules, principles, and regulations including the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 C.F.R. Part 200)? Provide a short list of the individual's qualifications/experience. If the individual is not familiar with the applicable rules and regulations, the applicant must contact OVW's Grants Financial Management Division at [OVW.GFMD@usdoj.gov](mailto:OVW.GFMD@usdoj.gov) or 1-888-514-8556 immediately after the applicant is notified of its award to coordinate training.

9. Does the applicant have policies and procedures in place to manage subawards and monitor activities of subrecipients as necessary to ensure that subawards are used for authorized purposes, in compliance with laws, regulations, and terms and conditions of the award, and that established subaward performance goals are achieved (2 C.F.R. §§ 200.331-200.333)? Provide a brief description of the organization's policies and procedures on subrecipient management and monitoring.

10. Does the applicant currently require employees to maintain time distribution records that accurately reflect the work performed on specific activities or cost objectives in order to support the distribution of employees' salaries among federal awards or other activities (2 C.F.R. § 200.430)? Budget estimates do not qualify as support for charges to federal awards. Provide a brief description of the organization's established timekeeping policies and procedures.

11. Is the applicant designated as high risk by a federal agency outside of DOJ? ("High risk" includes any status under which a federal awarding agency provides additional oversight due to the applicant entity's past performance, or other programmatic or financial concerns with the applicant entity.) If so, provide the names(s) of the federal awarding agency, the date(s) the agency notified the applicant entity of the high risk designation, contact information for the high risk point of contact at the federal agency, and the reason for the high risk status, as set out by the federal agency.

## **Disclosure of Process Related to Executive Compensation**

An applicant that is a nonprofit organization may be required to make certain disclosures relating to the processes it uses to determine the compensation of its officers, directors, trustees, and key employees and must upload and attach a document with these disclosures to its application in JustGrants.

Under certain circumstances, a nonprofit organization that provides unreasonably high compensation to certain persons may subject both the organization's managers and those who receive the compensation to additional federal taxes. A rebuttable presumption of the

reasonableness of a nonprofit organization's compensation arrangements, however, may be available if the nonprofit organization satisfies certain rules set out in Internal Revenue Service regulations with regard to its compensation decisions.

Each applicant must state at the time of its application (in the Data Requested with Application section) whether the applicant is a nonprofit organization that uses the Internal Revenue Service's three-step safe-harbor procedure to establish a rebuttable presumption that its executives' compensation is reasonable. If the applicant states that it uses the safe-harbor procedure, then it must disclose, in an attachment to its application (to be titled "Disclosure of Process Related to Executive Compensation"), the process it uses to determine the compensation of its officers, directors, trustees, and key employees (together, "covered persons"). See 34 U.S.C. § 12291(b)(16)(B)(iii).

At a minimum, the disclosure must describe in pertinent detail: (1) the composition of the body that reviews and approves compensation arrangements for covered persons; (2) the methods and practices used by the applicant nonprofit organization to ensure that no individual with a conflict of interest participates as a member of the body that reviews and approves a compensation arrangement for a covered person; (3) the appropriate data as to comparability of compensation that is obtained in advance and relied upon by the body that reviews and approves compensation arrangements for covered persons; and (4) the written or electronic records that the applicant maintains as concurrent documentation of the decisions with respect to compensation of covered persons made by the body that reviews and approves such compensation arrangements, including records of deliberations and of the basis for decisions. For a sample letter, see the [OVW website](#).

For purposes of the required disclosure, the following terms and phrases have the meanings set out by the Internal Revenue Service for use in connection with 26 C.F.R. § 53.4958-6: officers, directors, trustees, key employees, compensation, conflict of interest, appropriate data as to comparability, adequate documentation, and concurrent documentation.

Following receipt of an appropriate request, OVW may be authorized or required by law to make information submitted to satisfy this requirement available for public inspection. Also, a recipient may be required to make a prompt supplemental disclosure after the award in certain circumstances (e.g., changes in the way the organization determines compensation).

## **Data Requested with Application**

The Data Requested with Application should be uploaded as an attachment in JustGrants. The following responses must be included:

1. Name, title, address, telephone number, and email address for the grant point-of-contact. This person must be an employee of the applicant.

2. Statement as to whether the applicant (the organization whose DUNS number is being used for the application) will serve as a fiscal agent. A fiscal agent is an entity that does not participate in implementation of the project and passes all funds through to subrecipients, conducting minimal administrative activities. A fiscal agent applicant must list these subrecipients and include a statement acknowledging that, should an award be made, the applicant will be responsible for all applicable statutory, fiscal, and programmatic requirements, including those of 2 C.F.R. Part 200, as well as all project deliverables. In such situations, the fiscal agent must be an eligible applicant for the program.
3. Statement as to whether the applicant has expended \$750,000 in federal funds in the applicant's past fiscal year. If so, specify the end date of the applicant's fiscal year.
4. Statement as to whether the applicant is a nonprofit organization that is described in section 501(c)(3) of the Internal Revenue Code of 1986 and is exempt from taxation under section 501(a) of that Code.
5. Statement as to whether the applicant is a nonprofit organization that holds money in offshore accounts for the purpose of avoiding paying the tax described in section 511(a) of the Internal Revenue Code.
6. Statement as to whether the applicant is a nonprofit organization that uses the Internal Revenue Service's three-step safe-harbor procedure to establish a rebuttable presumption that its executives' compensation is reasonable. If the applicant is not a nonprofit organization or is a nonprofit that does not use the safe-harbor procedure, provide a statement to that effect. For additional information about the safe-harbor procedure, see "Disclosure of Process Related to Executive Compensation" in the Additional Required Information section of this solicitation.
7. Statement as to whether the applicant is a recipient, or partner/subrecipient, on a current grant or pending application for this grant program. If a current grant, provide the year of the award and the role of the applicant on the award (recipient or project partner).
8. Statement as to whether any proposed project partner/subrecipient is a recipient, or partner/subrecipient, on a current grant or pending application for this grant program. If a current grant, provide the year of the award and the role of the partner(s) on the award (recipient or project partner/subrecipient).
9. Statement as to whether the application addresses the "reduce violent crime against women and promote victim safety..." priority area through activities under purpose areas: **3, 6, 8, 10, 11, 14, 17, 18, 19, and/or 22**.
10. If applicable, provide a statement as to whether the continuation application proposes to implement purpose area 22 for the first time.
11. List the purpose area(s), identified by number that the application addresses.
12. The name of the lead applicant and type of applicant (state, Indian tribal government, state or local court, unit of local government, coalition or victim service provider).
  1. For government applicants, the name of the required nonprofit, nongovernmental, or tribal domestic violence or sexual assault victim service provider partnering on the project.
  2. For coalition and victim service provider applicants, the name of the required

government (state, Indian tribal government, or unit of local government) entity partnering on the project.

13. If applicable, list the statutory priority(ies) the project plans to address as referenced in the Statutory Priority section.
14. The project's focus (local, tribal, multi-jurisdiction [10 or more counties], statewide, regional [multiple states], or court) and geographic area(s) where the project will be implemented.
15. The start and end date of the applicant's next state or tribal legislative session.
16. For state and unit of local government applicants only: Statement as to whether the applicant is in compliance with the HIV Certification requirement.
17. Map of the project's service area and population size. The population size must be from the U.S. Census or other appropriate government data source.
18. List the number funding cycles and the corresponding fiscal years of ICJR funding received by the lead applicant, as a lead applicant and project partner.
19. The percentage of grant activities, should the application be funded, that will address each of the following issues (the total percentages should not exceed 100%):
  - Domestic Violence.
  - Stalking.
  - Sexual Assault.
  - Dating Violence.

## Certification of Eligibility

Applicants must upload and attach in JustGrants the required certification letter, as described in the Eligibility Information section of this solicitation, corresponding to the type of entity applying as the lead applicant for the proposed project.

## Memoranda of Understanding (MOUs) and Other Supportive Documents

For purposes of this solicitation, the MOU is a document containing the terms of the partnership and the roles and responsibilities between two or more parties, and it must be included as an attachment to the application in JustGrants. The MOU is worth a total of **15 points**. The MOU is not a substitute for a subaward agreement, which ensures that subrecipients adhere to the requirements of the award and 2 C.F.R. Part 200 (see 2 C.F.R. § 200.332). Partners receiving funds under the award generally are considered subrecipients

because they are carrying out a portion of the federal award.

The MOU **must** be a single document and **must** be signed and dated by the Authorized Representative of each proposed partner organization during the development of the application. OVW will accept electronic signatures. Applications will not be removed from consideration for a deficient MOU. If the MOU is determined to be deficient, a special condition will be placed on the award to ensure a compliant MOU is submitted for OVW review and approval before funds can be accessed. If necessary, an MOU can include multiple signature pages so long as each page includes the names and titles of all signatories to the MOU. A sample MOU is available on the [OVW website](#).

**Note:** Victim Service Providers must include both a state, unit of local government or tribe, and any other governmental organizations that are necessary for the implementation of the proposed project. For example, if a victim service provider is doing a law enforcement focused project, the MOU should include the police department and the unit of local government or tribe.

The MOU must be developed at the time of the proposal for the purposes for this grant application.

The MOU must clearly:

1. Identify the partners and provide a brief history of the collaborative relationship among those partners, including when and under what circumstances the relationship began and when each partner entered into the relationship.
2. Describe the roles and responsibilities each partner will assume to ensure the success of the proposed project and to achieve stated project goals.
3. State that each project partner has reviewed the budget, is aware of the total amount being requested, and is being fully compensated for their work under the grant or is agreeing to be partially compensated or receive no compensation from the grant.
4. Describe any proposed partnerships and the expected commitment of the proposed partners to work together to achieve stated project goals, if applicable.
5. Identify which project partners would receive funds if awarded and state that any partners identified in the budget are able to receive funds from the lead applicant.
6. Specify the extent of each partner's participation in developing the application.
7. Identify the people who will be responsible for developing and implementing project activities and describe how they will work together and with project staff.
8. Describe the resources each partner would contribute to the project, either through time, in-kind contributions, or grant funds (e.g., office space, project staff, and training).

### **Letter of Commitment (LOC)**

If a court is unable to enter into an MOU, the court may submit an LOC in lieu of entering into

an MOU as described below.

1. If the court is the lead applicant and unable to enter into an MOU, all project partners should submit LOCs and no MOU is required.
2. If the court is a project partner and unable to enter into an MOU, the lead applicant must submit an MOU signed by the applicant and any other non-court partners and an LOC signed by the court partner.

**Note:** LOCs submitted in lieu of an MOU under circumstances other than those defined above will not be accepted.

The LOC must:

1. Be printed on official letterhead signed by the appropriate official.
2. Clearly identify the name of the organization and provide a brief description of the collaborative relationship with the applicant.
3. Highlight the expertise of the individual or organization's staff who will be affiliated with this project.
4. Clearly state the roles and responsibilities the organization would assume to ensure the success of the proposed project.
5. Demonstrate a commitment to work with the applicant and its partners to achieve the stated project goals.
6. Clearly state that the organization has reviewed the budget and is aware of the total amount being requested and the funding being requested for each project partner.
7. Specify the extent of the agency or organization's participation in developing the application.
8. State how the court is precluded from entering into an MOU.
9. Describe the resources that would be contributed to the project, either through time, in kind contributions, or grant funds (e.g., office space, project staff, and training).

## **Additional Application Components**

The following components will not be scored but must be included with the application. Failure to supply this information may result in the application being removed from consideration. Some components will be generated during the application submission process while others will be uploaded and attached to the application in JustGrants.

## **Letters of Nonsupplanting**

Applicants must attach a letter to OVW's Director, signed by the Authorized Representative, certifying that federal funds will not be used to supplant non-federal funds should a grant award be made. A sample letter is available on the [OVW website](#).

As noted under Eligible Applicants, an entity that is eligible for this program based on its status as a nonprofit organization must be an organization that is described in section 501(c)(3) of the Internal Revenue Code of 1986 and is exempt from taxation under section 501(a) of the Code. All such applicants are required to attach a determination letter from the Internal Revenue Service recognizing their tax-exempt status. OVW cannot make an award to any nonprofit organization that does not submit a 501(c)(3) determination letter from the Internal Revenue Service.

### **Confidentiality Notice Form**

All applicants are required to acknowledge that they have received notice that grantees and subgrantees must comply with the confidentiality and privacy requirements of VAWA, as amended. Applicants must upload and attach, under Additional Attachments in JustGrants, the completed acknowledgement form available on the [OVW website](#). This form must be signed by the Authorized Representative.

### **Disclosures and Assurances**

Review, complete, and submit all disclosures, assurances, and certifications as described below.

#### **Disclosure of Lobbying Activities**

All applicants must complete and submit the *Disclosure of Lobbying Activities* (SF-LLL) form in Grants.gov before beginning the application process in JustGrants.

#### **DOJ Certified Standard Assurances**

Applicants must read and acknowledge the DOJ Certified Standard Assurances in JustGrants.

#### **Applicant Disclosure of Duplication in Cost Items**

Applicants must disclose all current and recent OVW awards (if applicable). If the applicant has a current grant or cooperative agreement under any OVW grant program or an award that has been closed within the last 12 months from the date this solicitation closes, the information must be provided in a table using the sample format found on the [OVW website](#). The applicant must also provide the same information regarding any current OVW awards, as well as any pending applications, on which the applicant is a subrecipient.

Applicants also must disclose all other federal grant programs from which the applicant currently receives funding or for which it has applied for funding in FY 2021 **to do similar**



**work.** Provide this information in a table using the sample format found on the [OVW website](#). Both tables, if applicable, should be uploaded as attachments in JustGrants.

## **DOJ Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements**

Applicants must read and acknowledge these DOJ certifications in JustGrants.

## **How to Apply**

Applications must be submitted electronically via Grants.gov and JustGrants. Applicants that are unable to submit electronically must follow the instructions below under OVW Policy on Late Submissions. See **Submission Dates and Times** below for a list of steps for registering with all required systems and deadlines for completing each step.

### **Unique Entity Identifier and System for Award Management (SAM)**

Federal regulations require that an applicant for federal funding: (1) be registered in SAM before submitting its application; (2) provide a valid unique entity identifier in its application; and (3) continue to maintain an active SAM registration with current information at all times during which it has an active federal award or an application or plan under consideration by a federal awarding agency. In addition, OVW may not make an award to an applicant until the applicant has complied with all applicable unique entity identifier and SAM requirements and, if an applicant has not fully complied with these requirements by the time OVW is ready to make an award, then OVW may determine that the applicant is not qualified to receive an award. See 2 C.F.R. §§ 25.200, 25.205.

The unique entity identifier that applicants for federal grants and cooperative agreements are required to have is a Data Universal Number System (DUNS) number. A DUNS number is a unique, nine-character identification number provided by the commercial company Dun & Bradstreet (D&B). Once an applicant has applied for a DUNS number through D&B, its DUNS number should be available within two business days.

SAM centralizes information about grant recipients and also provides a central location for grant recipients to change organizational information. Grants.gov uses SAM to establish roles and IDs for electronic submission of grant applications.

If the applicant already has an Employer Identification Number (EIN), the SAM registration will take **up to two weeks to process**. If the applicant does not have an EIN, then **the applicant should allow two to five weeks for obtaining an EIN from the Internal Revenue Service**. **There is no fee associated with these processes. These processes cannot be**

**expedited.** OVW strongly discourages applicants from paying a third party to apply or register on their behalf in an attempt to expedite these processes. To ensure all applicants are able to apply by the deadline for this solicitation, applicants must have obtained a DUNS number and registered online with the SAM and with Grants.gov no later than March 16, 2021.

## **Submission Dates and Time**

After applicants obtain their DUNS number and register with SAM, they can begin the Grants.gov registration process. The applying organization must complete the Grants.gov registration process prior to beginning an application for a federal grant. The E-Business Point of Contact (E-Biz POC) must register the applicant organization with Grants.gov. The E-Biz POC oversees the applicant's Grants.gov transactions and assigns the Authorized Organization Representative (AOR). The AOR submits the SF-424 and SF-LLL to Grants.gov and must register with Grants.gov as well. In some cases the E-Biz POC is also the AOR for the applicant. Complete instructions can be found on the [Grants.gov website](#).

In JustGrants, each applying entity will have an assigned Entity Administrator who is responsible for managing entity-level information and assigning roles in the system. The Entity Administrator is also the E-Biz POC designated in SAM.gov. See the [JustGrants website](#) for more information on registering with JustGrants.

It is the applicant's responsibility to ensure that the application is complete and submitted by the deadline. Failure to meet the submission deadline will result in an application not being considered for funding. Applicants should refer to the list below to ensure that all required steps and deadlines are met.

**Failure to begin registration or application submission by the deadlines stated in the list below is not an acceptable reason for late submission.**

### **Applicant Actions with Required Dates/Deadlines**

1. **Obtain a DUNS number by March 16, 2021.** Apply for a DUNS number at <https://www.dnb.com> or call 1-866-705-5711.
2. **Register with SAM by March 16, 2021.** Access the SAM online registration through the [SAM homepage](#) and follow the online instructions for new SAM users.  
**Organizations must update or renew their SAM registration at least once a year to maintain an active status.**
3. **Register with Grants.gov by March 16, 2021.** Once the SAM registration is active, the applicant will be able to complete the Grants.gov registration.
4. **Submit Letter of Intent by March 16, 2021** to the ICJR Program, [OVW.ICJR@usdoj.gov](mailto:OVW.ICJR@usdoj.gov), 202-353-5498.
5. **If necessary, request hardcopy submission by March 24, 2021.** Applicants that cannot submit an application electronically due to lack of internet access must contact the program at 202-535-5498 or [OVW.ICJR@usdoj.gov](mailto:OVW.ICJR@usdoj.gov) to request permission to submit a hardcopy application.

6. **Download updated version of Adobe Acrobat at least 48 hours before the Grants.gov deadline.** Applicants are responsible for ensuring that the most up-to-date version of Adobe Acrobat is installed on all computers that may be used to download the solicitation and to submit the SF-424 and SF-LLL on Grants.gov. Go to the [Adobe Software Compatibility](#) page to verify that the Adobe software version is compatible with Grants.gov.
7. **Submit the SF-424 and SF-LLL in Grants.gov as early as possible, but no later than 24 – 48 hours prior to the Grants.gov deadline.** Applicants may find this funding opportunity on Grants.gov by using the CFDA number, Grants.gov opportunity number, or the title of this solicitation, all of which can be found on the cover page. Applicants will receive two notices from Grants.gov, one confirming receipt and another stating whether the forms were validated and successfully submitted or rejected due to errors. Submitting the SF-424 and SF-LLL well ahead of the Grants.gov deadline provides time to correct any rejections.
8. **Register the Entity Administrator and the Application Submitter with JustGrants as early as possible but no later than 48-72 hours before the JustGrants deadline.** Within 24 hours of JustGrants receiving the SF-424 and SF-LLL from Grants.gov, the applicant will receive an email from [DIAMD-NoReply@usdoj.gov](mailto:DIAMD-NoReply@usdoj.gov) with instructions on how to create a JustGrants account. Once registered in JustGrants, the Application Submitter will receive an emailed link to complete the rest of the application in JustGrants. The Entity Administrator also will need to log into JustGrants to review and invite the applicant's Authorized Representative(s) before an application can be submitted. More information on JustGrants roles is available on the [JustGrants website](#).
9. **Submit the complete application package at least 24 – 48 hours prior to the JustGrants deadline.** Some of the application components will be entered directly into JustGrants, and others will require uploading attached documents. Therefore, applicants will need to allow ample time before the JustGrants deadline to prepare each component. Applicants may save their progress in the system and revise the application as needed prior to hitting the Submit button at the end of the application in JustGrants. The Application Submitter, Entity Administrator, and Authorized Representative(s) will receive an email from JustGrants confirming submission of the application.
10. **Confirm application receipt:** Applicants should closely monitor their email and JustGrants accounts for any notifications from Grants.gov or JustGrants about a possible failed submission. The user who is authorized to submit applications on behalf of the organization is the one who will receive these notifications. OVW does not send out these notifications, nor does OVW receive a copy of these notifications. It is the applicant's responsibility to notify OVW of any problems with the application submission process. **Submitting the application components at least 48 hours before each deadline (Grants.gov or JustGrants, as applicable) will enable the applicant to receive notice of a failed submission and provide an opportunity to correct the error before the applicable deadline.**

#### **OVW Policy on Late Submissions/Other Submission Requirements**

Applications submitted after **11:59 p.m. E.T. on March 31, 2021** will not be considered for

funding, unless the applicant receives OVW permission to submit a late application. In limited circumstances, OVW will approve a request to submit an application after the deadline. The lists below provide a description of the circumstances under which OVW will consider such requests. Approval of a late submission request is not an indication of the application's final disposition. Applications approved for late submission are still subject to the review process and criteria described in this solicitation.

To ensure fairness for all applicants, OVW requires that applicants requesting late submission adhere to the following:

### **Experiencing Technical Difficulties Beyond the Applicant's Reasonable Control**

#### Issue with [SAM](#), Grants.gov, or JustGrants Registration

1. Register and/or confirm existing registration at least three weeks prior to the application deadline to ensure that the individual who will be submitting the application has [SAM](#), Grants.gov, and JustGrants access and is the person registered to submit on behalf of the applicant.
2. Maintain documentation of when registration began, any issues related to registration, and all communication with technical support.

**Note: Failure to begin the SAM, Grants.gov, or JustGrants registration process in sufficient time (i.e., by the date identified in this solicitation) is not an acceptable reason for late submission.**

#### Unforeseeable Technical Difficulties During the Submission Process

1. Contact Grants.gov or JustGrants, as applicable, for Applicant/User Support at least 24 hours prior to the applicable deadline.
2. Maintain documentation of all communication with Grants.gov or JustGrants Applicant/User Support.
3. Prior to the applicable deadline, contact this program, via email at [OVW.ICJR@usdoj.gov](mailto:OVW.ICJR@usdoj.gov) indicating that the applicant is experiencing technical difficulties and would like permission to submit a late application. The email must include the following: a) a detailed description of the difficulty that the applicant is experiencing, b) the contact information (name, telephone, and email) for the individual making the late submission request, and c) in the case of JustGrants technical difficulties, the complete application packet (Proposal Narrative, Budget and Budget Narrative, MOU, and Certification of Eligibility Letter).
4. Within 24 hours after the applicable deadline, the applicant must email this program at [OVW.ICJR@usdoj.gov](mailto:OVW.ICJR@usdoj.gov) the following information: a) applicant's DUNS number, b) Grants.gov or JustGrants Applicant/User Support tracking numbers, and c) other relevant documentation.

**Common foreseeable technical difficulties for which OVW will not approve a late**

**submission:** (1) Using an outdated version of Adobe Acrobat; and (2) Attachment rejection (Grants.gov will reject attachments with names that contain certain unallowable characters).

**Note:** Through Grants.gov or JustGrants, OVW can confirm when submission began. Applicants that attempt final submission less than 24 hours before the deadline will not be considered for late submission. By beginning the final submission process 24-48 hours before the deadline, applicants should have sufficient time to receive notice of problems with their submissions and make necessary corrections.

#### Severe Inclement Weather or Natural or Man-Made Disaster

1. Contact this program at [OVW.ICJR@usdoj.gov](mailto:OVW.ICJR@usdoj.gov) as soon as the applicant is aware of severe weather or a natural or man-made disaster that may impede the submission of an application by the deadline. The email should include a detailed description of the weather event or natural or man-made disaster. A detailed description includes when the event occurred, or is likely to occur, the impacted area, and the specific impact on the applicant and/or partners' ability to submit the application by the deadline (e.g., without power for "x" days, office closed for "x" days). If the application is complete and ready for the submission at the time the applicant notifies OVW, the application should be included with the email
2. Applicants impacted by severe weather or a natural or man-made disaster occurring on the deadline must contact OVW within 48 hours after the due date or as soon as communications are restored.

**Note: OVW may not be able to accommodate all requests resulting from severe inclement weather or a natural or man-made disaster.**

OVW will review the request for late submission and required documents and notify the applicant whether the request has been approved or denied within 30 days of the submitted request.

## **Application Review Information**

### **Review Criteria**

Applications will be scored based on the degree to which the application responds to each section and addresses each element in the section. Furthermore, applications will be scored based upon the quality of the response, capacity of the applicant and any partners, and the level of detail provided. Each element **must** be addressed in the section in which it is requested. Points may be deducted if the applicant does not include the information in the appropriate section regardless if it is included elsewhere within the application. Each section will be reviewed as a separate document and will be scored as such. Specifically, for the ICJR Program, scoring will be as follows:

1. Data Requested with Application: (5) points

2. Proposal narrative (65) points, of which:
  - A. Purpose of the proposal: (10) points
  - B. What will be done: (40) points
  - C. Who will implement the proposal: (15) points
3. Budget worksheet and budget narrative: (15) points
4. MOU/LOC: (15) points

Voluntary match or other cost sharing methods will not be considered in the evaluation of the application.

## **Review and Selection Process**

Applications will be subject to a peer review and a programmatic review.

### Peer Review

OVW will subject all eligible, complete, and timely applications to a peer review process that is based on the criteria outlined in this solicitation. OVW may use internal reviewers, external reviewers, or a combination of both.

### Programmatic Review

All applications that are considered for funding will be subject to a programmatic review. The programmatic review consists of assessing the application for compliance with the program's scope, activities that compromise victim safety, and, if applicable, past performance and priority area review. OVW reserves the right to add up to 5 points to continuation applications fully addressing OVW priority areas to "reduce violent crime against women and promote victim safety through investing in law enforcement and increasing prosecution." OVW reserves the right to add 10 points to all new applications. OVW reserves the right to add 1 point to applications submitted by states, Indian tribal governments, state and local courts (including juvenile courts), and units of local government addressing one or more of the statutory priority(ies). OVW reserves the right to deduct points from applications for the following reasons:

1. Activities that compromise victim safety and recovery and undermine offender accountability (deduct up to 10 points).
2. Out-of-scope and unallowable activities (deduct up to 25 points).
3. Past performance (deduct up to 25 points).
4. Formatting and Technical Requirements (deduct up to 5 points).

An application that is deemed to be substantially out-of-scope, proposes a substantial number of activities that are unallowable, or proposes activities that pose a significant threat to victim safety or a serious breach of confidentiality will not be considered for funding. **An applicant with considerable past performance issues may receive a deduction in points as described above or be removed from consideration entirely regardless of the application's peer review score.**

As a part of the programmatic review process described above, applicants with current or recently closed OVW awards will be reviewed for past performance and risk based on the elements listed below.

1. Demonstrated effectiveness of the current project indicated by timely progress toward meeting project goals and objectives.
2. Demonstration that past activities supported with OVW grant funds have been limited to program purpose areas.
3. Adherence to all special conditions of existing grant award(s) from OVW.
4. Adherence to programmatic and financial reporting requirements, including timely submission of required reports.
5. Completion of close-out of prior awards in a timely manner.
6. Appropriate use of and active participation in OVW-sponsored workshops and other technical assistance events as required by a special condition of the current or recent award.
7. Receipt of financial clearances on all current or recent grants from OVW.
8. Timely resolution of issues identified in any audit or on-site financial or programmatic monitoring visit.
9. Adherence to the Office of Management and Budget single-audit requirement.
10. Timely expenditure of grant funds.
11. Adherence to the requirements of the [DOJ Financial Guide](#).

Prior to making an award, OVW is required to review and consider any information about applicants included in the designated integrity and performance system accessible through SAM (currently the Federal Award Performance and Integrity Information System or FAPIIS). Applicants may review and comment on information in FAPIIS about themselves that another federal awarding agency has previously entered. OVW will consider the applicant's comments as well as other information available in FAPIIS in making its judgment about the risk posed by making an award to the applicant as described in 2 C.F.R. § 200.206.

Absent explicit statutory authorization or written delegation of authority to the contrary, all final award decisions will be made by the OVW Director, who also may give consideration to factors including, but not limited to, reaching underserved populations, geographic diversity, OVW priorities, past performance, and available funding when making awards. All award decisions are final and not subject to appeal.

#### High-Risk Grantees

Based on DOJ's assessment of each grantee with regard to current or previous funding, unresolved audit issues, delinquent programmatic and fiscal reporting, and prior performance, a grantee may be designated "high-risk." Awards to high-risk grantees may carry special conditions such as increased monitoring and/or prohibitions on drawing down funds until certain requirements are met. High-risk grantees with substantial or persistent performance or compliance issues, long-standing open audits, or open criminal investigations may not be considered for funding.



## **Anticipated Announcement and Federal Award Dates**

It is anticipated that all applicants will be notified of the outcome of their applications by October 1, 2021.

## **Federal Award Administration Information**

### **Federal Award Notices**

Successful applicants will receive OVW award notifications electronically from JustGrants (not Grants.gov). This award notification will include instructions on enrolling in Automated Standard Application for Payments (ASAP) and accepting the award. Recipients will be required to log into JustGrants to review, sign, and accept the award. The Authorized Representative must acknowledge having read and understood all sections of the award instrument and submit the required declaration and certification to accept the award; these steps will be completed electronically in JustGrants.

### **Administrative, National Policy, and Other Legal Requirements**

#### Information for All Federal Award Recipients

Applicants selected for awards must agree to comply with additional legal, administrative, and national policy requirements. OVW strongly encourages applicants to review the information pertaining to these additional requirements prior to submitting an application. This information can be found in the section of the [Solicitation Companion Guide](#) entitled “Post-Award Requirements for All Federal Award Recipients.”

Terms and conditions for OVW awards are available on the [OVW website](#). These terms are subject to change prior to the issuance of the awards.

#### Violence Against Women Act Non-Discrimination Provision

The Violence Against Women Reauthorization Act prohibits OVW grantees from excluding, denying benefits to, or discriminating against any person on the basis of actual or perceived race, color, religion, national origin, sex, gender identity, sexual orientation, or disability in any program or activity funded in whole or in part by OVW. Recipients may provide sex-segregated or sex-specific programming if doing so is necessary for the essential operation of a program, so long as the recipient provides comparable services to those who cannot be provided with the sex-segregated or sex-specific programming. Additional information on the civil rights obligations of OVW funding recipients can be found in the [Solicitation Companion Guide](#) under “Civil Rights Compliance.”

#### Accessibility

Recipients of OVW funds must comply with applicable federal civil rights laws, which, among



other things, prohibit discrimination on the basis of disability and national origin. Compliance with these laws includes taking reasonable steps to ensure that persons with limited English proficiency have meaningful access to recipients' programs and activities and that these programs and activities are readily accessible to individuals with disabilities. More information on these obligations is available in the [Solicitation Companion Guide](#) under "Civil Rights Compliance."

## **General Information about Post-Federal Award Reporting Requirements**

OVW grantees are required to submit semi-annual progress reports and quarterly Federal Financial Reports (SF-425). Appropriate progress report forms will be provided to all applicants selected for an award. Forms will be submitted electronically. Future awards and fund drawdowns may be withheld if reports are delinquent. For more information on post award reporting requirements, including requirements for certain recipients to report information on civil, criminal, and administrative proceedings in FAPIIS, see the [Solicitation Companion Guide](#) and the award condition on recipient integrity and performance matters available on the [OVW website](#).

## **Federal Awarding Agency Contact(s)**

For assistance with the requirements of this solicitation, contact the following: for programmatic questions, contact this program at 202-353-5498 or [OVW.ICJR@usdoj.gov](mailto:OVW.ICJR@usdoj.gov), for financial questions, contact 888-514-8556 or [OVW.GFMD@usdoj.gov](mailto:OVW.GFMD@usdoj.gov), and for technical questions, contact Grants.gov Applicant Support at 800-518-4726 or [support@grants.gov](mailto:support@grants.gov) or OVW JustGrants Support at 1-866-655-4482 or [OVW.JustGrantsSupport@usdoj.gov](mailto:OVW.JustGrantsSupport@usdoj.gov).

## **Other Information**

### **Public Reporting Burden- Paper Work Reduction Act Notice**

Under the Paperwork Reduction Act, a person is not required to respond to a collection of information unless it displays a currently valid OMB control number. OVW tries to create forms and instructions that are accurate, can be easily understood, and impose the least possible burden on applicants. The estimated average time to complete and file this form is 30 hours. Comments regarding the accuracy of this estimate or suggestions for simplifying this form can be submitted to the Office on Violence Against Women, U.S. Department of Justice, 145 N Street, NE, Washington, DC 20530.

**Note: Any materials submitted as part of an application may be released pursuant to a request under the Freedom of Information Act.**

## **Application Checklist**

Applicants must submit a fully executed application to OVW, including all required supporting documentation. Prior to peer review, OVW will not contact applicants for missing items. Additionally, if an applicant plans to submit an application under any other OVW grant program this fiscal year, it is the applicant's responsibility to ensure that only documents pertinent to this solicitation are included with this application. OVW will not redirect documents that are inadvertently submitted with the wrong application (e.g., a Rural Program letter submitted with a Transitional Housing Program application will not be transferred to the Rural application).

<b>Application Document</b>	<b>Completed</b>
Letter of Intent.	
Data Requested with Application.	
Proposal Narrative <ul style="list-style-type: none"> <li>• Purpose of Proposal</li> <li>• What Will Be Done</li> <li>• Who Will Implement the Proposal</li> </ul>	
Proposal Abstract.	
Budget Worksheet and Budget Narrative.	
Memoranda of Understanding/Letter of Commitment.	
Application for Federal Assistance: SF-424.	
Disclosure of Lobbying Activities (SF-LLL).	
Applicant Financial Capability Questionnaire (if applicable).	
Confidentiality Notice Form.	
Disclosure of Process Related to Executive Compensation (if applicable).	
Pre-Award Risk Assessment.	
Indirect Cost Rate Agreement (if applicable).	
Letter of Nonsupplanting.	
Proof of 501(c)(3) Status (Nonprofit Organizations Only).	
Applicant Disclosure of Duplication in Cost Items.	
Certification of Eligibility Letter.	
HIV Certification, HIV Assurance, or HIV Exemption Letter (States and Units of Local Government Only).	
Service Area Map with Population Size.	

**ATTACHMENT 2**

**OVW ICJR PROPOSAL COVER SHEET**

Legal Name of Agency	
Fictitious Name, (d/b/a), if applicable	
Mailing address	
Contact person	
Contact's Email address	
Contact's Phone number	
Name/Title of Person(s) Authorized to Legally Bind Agency (sign contract)	
Program title	
Specific target population, including number to be served	
Geographic area(s) served	
BCC Commission District(s) served	
Program status (existing or new program)	
Program start date (if a new program)	
Total program budget (program's total budget for one (1) year)	
Amount of funding request from Palm Beach County	
<b>Overview</b> (three (3) sentence overview of the program – this must be short and concise, and will be used to communicate the purpose of programs and services to the BCC and various publications):	

Signature	Printed name
Title	Date

***FOR  
REFERENCE  
ONLY***

***NOT FOR SUBMITTAL  
NOT FOR SIGNATURE***

## **CONTRACT FOR CONSULTING/PROFESSIONAL SERVICES**

This Contract is made as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_, by and between Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of Commissioners, hereinafter referred to as the COUNTY, and (LEGAL NAME OF ENTITY), a (TYPE OF ENTITY) authorized to do business in the State of Florida, hereinafter referred to as the CONSULTANT, whose Federal I.D. is \_\_\_\_\_.

In consideration of the mutual promises contained herein, the COUNTY and the CONSULTANT agree as follows:

### **ARTICLE 1 - SERVICES**

The CONSULTANT'S responsibility under this Contract is to provide professional/consultation services in the area of \_\_\_\_\_, as more specifically set forth in the Scope of Work detailed in Exhibit "A".

The COUNTY'S representative/liaison during the performance of this Contract shall be \_\_\_\_\_, telephone no. \_\_\_\_\_.

The CONSULTANT'S representative/liaison during the performance of this Contract shall be \_\_\_\_\_, telephone no. \_\_\_\_\_.

### **ARTICLE 2 - SCHEDULE**

The CONSULTANT shall commence services on \_\_\_\_\_ and complete all services by \_\_\_\_\_.

Reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in Exhibit "A".

### **ARTICLE 3 - PAYMENTS TO CONSULTANT**

- A. The total amount to be paid by the COUNTY under this Contract for all services and materials including, if applicable, "out of pocket" expenses (specified in paragraph C below) shall not exceed a total contract amount of \_\_\_\_\_ Dollars (\$\_\_\_\_\_). The CONSULTANT shall notify the COUNTY's representative in writing when 90% of the "not to exceed amount" has been reached. The CONSULTANT will bill the COUNTY on a monthly basis, or as otherwise provided, at the amounts set forth in Exhibit "B" for services rendered toward the completion of the Scope of Work. Where incremental billings for partially completed items are permitted, the total billings shall not exceed the estimated percentage of completion as of the billing date.
- B. Invoices received from the CONSULTANT pursuant to this Contract will be reviewed and approved by the COUNTY's representative, to verify that services have been rendered in conformity with the Contract. Approved invoices will then be sent to the Finance Department

for payment. Invoices will normally be paid within thirty (30) days following the COUNTY representative's approval.

- C. "Out-of-pocket" expenses will be reimbursed up to an amount not to exceed \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), and in accordance with the list of the types and amounts of expenditures eligible for reimbursement as set forth in Exhibit "B". All requests for payment of "out-of-pocket" expenses eligible for reimbursement under the terms of this Contract shall include copies of paid receipts, invoices, or other documentation acceptable to the Palm Beach County Finance Department. Such documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the Scope of Work described in this Contract. Any travel, per diem, mileage, meals, or lodging expenses which may be reimbursable under the terms of this Contract will be paid in accordance with the rates and conditions set forth in Section 112.061, Florida Statutes.
- D. Final Invoice: In order for both parties herein to close their books and records, the CONSULTANT will clearly state "final invoice" on the CONSULTANT'S final/last billing to the COUNTY. This shall constitute CONSULTANT'S certification that all services have been properly performed and all charges and costs have been invoiced to Palm Beach County. Any other charges not properly included on this final invoice are waived by the CONSULTANT.
- E. In order to do business with Palm Beach County, CONSULTANTS are required to create a Vendor Registration Account OR activate an existing Vendor Registration Account through the Purchasing Department's Vendor Self Service (VSS) system, which can be accessed at <https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService>. If CONSULTANT intends to use sub-consultants, CONSULTANT must also ensure that all sub-consultants are registered as consultants in VSS. All subcontractor agreements must include a contractual provision requiring that the sub-consultant register in VSS. COUNTY will not finalize a contract award until the COUNTY has verified that the CONSULTANT and all of its sub-consultants are registered in VSS.

#### **ARTICLE 4 - TRUTH-IN-NEGOTIATION CERTIFICATE**

Signature of this Contract by the CONSULTANT shall also act as the execution of a truth-in-negotiation certificate certifying that the wage rates, over-head charges, and other costs used to determine the compensation provided for in this Contract are accurate, complete and current as of the date of the Contract and no higher than those charged the CONSULTANT'S most favored customer for the same or substantially similar service.

The said rates and costs shall be adjusted to exclude any significant sums should the COUNTY determine that the rates and costs were increased due to inaccurate, incomplete or noncurrent wage rates or due to inaccurate representations of fees paid to outside consultants. The COUNTY shall exercise its rights under this Article 4 within three (3) years following final payment.

#### **ARTICLE 5 - TERMINATION**

This Contract may be terminated by the CONSULTANT upon sixty (60) days' prior written notice to the COUNTY in the event of substantial failure by the COUNTY to perform in accordance with the terms of this Contract through no fault of the CONSULTANT. It may also be terminated, in whole or in part,

by the COUNTY, with cause upon five (5) business days written notice to the CONSULTANT or without cause upon ten (10) business days written notice to the CONSULTANT.

Unless the CONSULTANT is in breach of this Contract, the CONSULTANT shall be paid for services rendered to the COUNTY'S satisfaction through the date of termination. After receipt of a Termination Notice, except as otherwise directed by the COUNTY, in writing, the CONSULTANT shall:

- A. Stop work on the date and to the extent specified.
- B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
- C. Transfer all work in process, completed work, and other materials related to the terminated work to the COUNTY.
- D. Continue and complete all parts of the work that have not been terminated.

## **ARTICLE 6 - PERSONNEL**

The CONSULTANT represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the COUNTY.

All of the services required herein under shall be performed by the CONSULTANT or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

Any changes or substitutions in the CONSULTANT'S key personnel, as may be listed in Exhibit "A", must be made known to the COUNTY'S representative and written approval must be granted by the COUNTY'S representative before said change or substitution can become effective.

The CONSULTANT warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

All of the CONSULTANT'S personnel (and all Subcontractors), while on COUNTY premises, will comply with all COUNTY requirements governing conduct, safety and security.

## **ARTICLE 7 - SUBCONTRACTING**

The COUNTY reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Contract. The CONSULTANT is encouraged to seek additional small business enterprises for participation in subcontracting opportunities. If the CONSULTANT uses any subcontractors on this project the following provisions of this Article shall apply:

If a subcontractor fails to perform or make progress, as required by this Contract, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the CONSULTANT shall promptly do so, subject to acceptance of the new subcontractor by the COUNTY.



**The following language only applies if the EBO Ordinance applies to the Contract:**

It is the policy of the Board of County Commissioners of Palm Beach County, Florida (the Board) that all segments of its business population including, but not limited to, small, local, minority and women owned businesses, have an equitable opportunity to participate in the COUNTY's procurement process, prime contract and subcontract opportunities. In pursuance of that policy, the Board adopted an Equal Business Opportunity (EBO) Ordinance which is codified in Sections 2-

80.20 through 2-80.30 (as may be amended) of the Palm Beach County Code. The EBO Ordinance sets forth the COUNTY'S requirements for the EBO program, and is incorporated herein and made part of this Contract. Non-compliance with the EBO Ordinance must be corrected within fifteen (15) days of notice of non-compliance. Failure to comply with the EBO Ordinance may result in any of the following penalties:

- Suspension of Contract;
- Withholding of funds;
- Termination of the Contract based upon a material breach of contract pertaining to the EBO Program compliance;
- Suspension or debarment of CONSULTANT from eligibility for providing goods or services to the COUNTY for a period not to exceed three (3) years; and
- Liquidated damages equal to the difference in dollar value of S/M/WBE participation as committed to in the Contract, and the dollar value of S/M/WBE participation as actually achieved.

The CONSULTANT must adhere to the Affirmative Procurement Initiatives (APIs) as incorporated herein as Attachment 1, including RFP , and the specifications set forth in CONSULTANT's response, which are both incorporated herein by reference. Failure to comply with this Article 7 is a material breach of this Contract. **(NOTE: If consultant has agreed to provide an API percentage that is higher than what was required by the Goal Setting Committee, then you must state what the consultant has agreed to on the API page.)**

- i. CONSULTANT shall report all subcontractor payment information on EBO forms 3a and 4, or as otherwise required by EBO, and, when the EBO portal is available, input subcontractor payment information directly into the COUNTY'S contract management system.

CONSULTANT shall pay subcontractors undisputed amounts within ten (10) days after COUNTY pays the CONSULTANT. In the event of a disputed invoice, the CONSULTANT shall send the subcontractor(s) and COUNTY a written notice of the dispute within five (5) days after receipt of the subject invoice.

- ii. CONSULTANT must notify the Office of EBO of changes in S/M/WBE utilization and get prior approval for any substitutions.

The CONSULTANT agrees to pay its subconsultants in compliance with the Florida Prompt Payment Act. In the event CONSULTANT fails to comply with payments(s) to its subconsultants in accordance with the Florida Prompt Payment Act, CONSULTANT shall be subject to any and all penalties and sanctions available under the terms of the EBO Program, its contract with the COUNTY, or any other applicable law.

The Office of EBO has the right to review CONSULTANT's records and interview Subcontractors.

## **ARTICLE 8 - FEDERAL AND STATE TAX**

The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The COUNTY will sign an exemption certificate submitted by the CONSULTANT. The CONSULTANT shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the COUNTY, nor is the CONSULTANT authorized to use the COUNTY'S Tax Exemption Number in securing such materials.

The CONSULTANT shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this contract.

## **ARTICLE 9 - AVAILABILITY OF FUNDS**

The COUNTY'S performance and obligation to pay under this contract for subsequent fiscal years are contingent upon annual appropriations for its purpose by the Board of County Commissioners.

## **ARTICLE 10 - INSURANCE**

- A. CONSULTANT shall, at its sole expense, agree to maintain in full force and effect at all times during the life of this Contract, insurance coverages and limits (including endorsements), as described herein. CONSULTANT shall agree to provide the COUNTY with at least ten (10) day prior notice of any cancellation, non-renewal or material change to the insurance coverages. The requirements contained herein, as well as COUNTY'S review or acceptance of insurance maintained by CONSULTANT are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by CONSULTANT under the contract.
- B. **Commercial General Liability** CONSULTANT shall maintain Commercial General Liability at a limit of liability not less than **\$500,000** Each Occurrence. Coverage shall not contain any endorsement excluding Contractual Liability or Cross Liability unless granted in writing by COUNTY'S Risk Management Department. CONSULTANT shall provide this coverage on a primary basis.
- C. **Business Automobile Liability** CONSULTANT shall maintain Business Automobile Liability at a limit of liability not less than **\$500,000** Each Accident for all owned, non- owned and hired automobiles. In the event CONSULTANT doesn't own any automobiles, the Business Auto Liability requirement shall be amended allowing CONSULTANT to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto coverage form. CONSULTANT shall provide this coverage on a primary basis.
- D. **Worker's Compensation Insurance & Employers Liability** CONSULTANT shall maintain Worker's Compensation & Employers Liability in accordance with Florida Statute Chapter 440. CONSULTANT shall provide this coverage on a primary basis.
- E. **Professional Liability** CONSULTANT shall maintain Professional Liability or equivalent Errors & Omissions Liability at a limit of liability not less than **\$1,000,000** Each Claim. When a self-insured retention (SIR) or deductible exceeds **\$10,000**, COUNTY reserves the right, but not the obligation, to review and request a copy of CONSULTANT'S most recent annual report

or audited financial statement. For policies written on a "Claims-Made" basis,

CONSULTANT shall maintain a Retroactive Date prior to or equal to the effective date of this Contract. The Certificate of Insurance providing evidence of the purchase of this coverage shall clearly indicate whether coverage is provided on an "occurrence" or "claims - made" form. If coverage is provided on a "claims - made" form the Certificate of Insurance must also clearly indicate the "retroactive date" of coverage. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplement Extended Reporting Period (SERP) during the life of this Contract, CONSULTANT shall purchase a SERP with a minimum reporting period not less than 3 years. CONSULTANT shall provide this coverage on a primary basis.

**Additional Insured** CONSULTANT shall endorse the COUNTY as an Additional Insured with a CG 2026 Additional Insured - Designated Person or Organization endorsement, or its equivalent, to the Commercial General Liability. The Additional Insured endorsement shall read "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents." CONSULTANT shall provide the Additional Insured endorsements coverage on a primary basis.

F. **Waiver of Subrogation** CONSULTANT hereby waives any and all rights of Subrogation against the COUNTY, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement to the policy, then CONSULTANT shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which specifically prohibits such an endorsement, or which voids coverage should CONSULTANT enter into such an agreement on a pre-loss basis.

G. **Certificate(s) of Insurance** Prior to execution of this Contract, CONSULTANT shall deliver to the COUNTY'S representative as identified in Article 26, a Certificate(s) of Insurance evidencing that all types and amounts of insurance coverages required by this Contract have been obtained and are in full force and effect. Such Certificate(s) of Insurance shall include a minimum ten (10) day endeavor to notify due to cancellation or non-renewal of coverage. The certificate of insurance shall be issued to

Palm Beach County  
c/o\_

\_\_\_\_\_  
\_\_\_\_\_

H. **Umbrella or Excess Liability** If necessary, CONSULTANT may satisfy the minimum limits required above for Commercial General Liability, Business Auto Liability, and Employer's Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for either Commercial General Liability, Business Auto Liability, or Employer's Liability. The COUNTY shall be specifically endorsed as an "Additional Insured" on the Umbrella or Excess Liability, unless the Certificate of Insurance notes the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.

- I. **Right to Review** COUNTY, by and through its Risk Management Department, in cooperation with the contracting/monitoring department, reserves the right to review, modify, reject or accept any required policies of insurance, including limits, coverages, or endorsements, herein from time to time throughout the term of this Contract. COUNTY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of its poor financial condition or failure to operate legally.

## **ARTICLE 11 - INDEMNIFICATION**

CONSULTANT shall protect, defend, reimburse, indemnify and hold COUNTY, its agents, employees and elected officers harmless from and against all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of their performance of the terms of this Contract or due to the acts or omissions of CONSULTANT.

## **ARTICLE 12 - SUCCESSORS AND ASSIGNS**

The COUNTY and the CONSULTANT each binds itself and its partners, successors, executors, administrators and assigns to the other party and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the COUNTY nor the CONSULTANT shall assign, sublet, convey or transfer its interest in this Contract without the prior written consent of the other.

## **ARTICLE 13 - REMEDIES**

This Contract shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Contract will be held in a court of competent jurisdiction located in Palm Beach County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

No provision of this Contract is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Contract, including but not limited to any citizen or employees of the COUNTY and/or CONSULTANT.

## **ARTICLE 14 - CONFLICT OF INTEREST**

The CONSULTANT represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Chapter 112, Part III, Florida Statutes, and the Palm Beach County Code of Ethics. The CONSULTANT further represents that no person having any such conflict of interest shall be employed for said performance of services.

The CONSULTANT shall promptly notify the COUNTY's representative, in writing, by certified mail, of all potential conflicts of interest of any prospective business association, interest or other circumstance which may influence or appear to influence the CONSULTANT'S judgement or quality of services

being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the CONSULTANT may undertake and request an opinion of the COUNTY as to whether the association, interest or circumstance would, in the opinion of the COUNTY, constitute a conflict of interest if entered into by the CONSULTANT. The COUNTY agrees to notify the CONSULTANT of its opinion by certified mail within thirty (30) days of receipt of notification by the CONSULTANT. If, in the opinion of the COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CONSULTANT, the COUNTY shall so state in the notification and the CONSULTANT shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the COUNTY by the CONSULTANT under the terms of this Contract.

#### **ARTICLE 15 - EXCUSABLE DELAYS**

The CONSULTANT shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the CONSULTANT or its subcontractors and without their fault or negligence. Such causes include, but are not limited to, acts of God, force majeure, natural or public health emergencies, labor disputes, freight embargoes, and abnormally severe and unusual weather conditions.

Upon the CONSULTANT'S request, the COUNTY shall consider the facts and extent of any failure to perform the work and, if the CONSULTANT'S failure to perform was without it or its subcontractors fault or negligence, the Contract Schedule and/or any other affected provision of this Contract shall be revised accordingly, subject to the COUNTY'S rights to change, terminate, or stop any or all of the work at any time.

#### **ARTICLE 16 - ARREARS**

The CONSULTANT shall not pledge the COUNTY'S credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgement, lien, or any form of indebtedness. The CONSULTANT further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

#### **ARTICLE 17 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS**

The CONSULTANT shall deliver to the COUNTY's representative for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the COUNTY under this Contract.

To the extent allowed by Chapter 119, Florida Statutes, all written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the COUNTY or at its expense will be kept confidential by the CONSULTANT and will not be disclosed to any other party, directly or indirectly, without the COUNTY'S prior written consent unless required by a lawful court order. All drawings, maps, sketches, programs, data base, reports and other data developed, or purchased, under this Contract for or at the COUNTY'S expense shall be and remain the COUNTY'S property and may be reproduced and reused at the discretion of the COUNTY.

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by

any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Contract and the consummation of the transactions contemplated hereby.

Notwithstanding any other provision in this Contract, all documents, records, reports and any other materials produced hereunder shall be subject to disclosure, inspection and audit, pursuant to the Palm Beach County Office of the Inspector General, Palm Beach County Code, Sections 2-421 - 2-440, as amended.

## **ARTICLE 18 - INDEPENDENT CONTRACTOR RELATIONSHIP**

The CONSULTANT is, and shall be, in the performance of all work services and activities under this Contract, an Independent Contractor, and not an employee, agent, or servant of the COUNTY. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the CONSULTANT'S sole direction, supervision, and control. The CONSULTANT shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the CONSULTANT'S relationship and the relationship of its employees to the COUNTY shall be that of an Independent Contractor and not as employees or agents of the COUNTY.

The CONSULTANT does not have the power or authority to bind the COUNTY in any promise, agreement or representation.

## **ARTICLE 19 - CONTINGENT FEES**

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract.

## **ARTICLE 20 - ACCESS AND AUDITS**

The CONSULTANT shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least five (5) years after completion or termination of this Contract. The COUNTY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the CONSULTANT'S place of business.

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the CONSULTANT, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

## **ARTICLE 21 - NONDISCRIMINATION**

The COUNTY is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2017-1770, as may be amended, the CONSULTANT warrants and represents that throughout the term of the Contract, including any renewals thereof, if applicable, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information. Failure to meet this requirement shall be considered default of the Contract.

As a condition of entering into this Contract, the CONSULTANT represents and warrants that it will comply with the COUNTY'S Commercial Nondiscrimination Policy as described in Resolution 2017-1770, as amended. As part of such compliance, the CONSULTANT shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, gender identity or expression, disability, or genetic information in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall the CONSULTANT retaliate against any person for reporting instances of such discrimination. The CONSULTANT shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the COUNTY'S relevant marketplace in Palm Beach County. The CONSULTANT understands and agrees that a material violation of this clause shall be considered a material breach of this Contract and may result in termination of this Contract, disqualification or debarment of the company from participating in COUNTY contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. CONSULTANT shall include this language in its subcontracts.

## **ARTICLE 22 - AUTHORITY TO PRACTICE**

The CONSULTANT hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the COUNTY's representative upon request.

## **ARTICLE 23 - SEVERABILITY**

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

## **ARTICLE 24 - PUBLIC ENTITY CRIMES**

As provided in F.S. 287.132-133, by entering into this contract or performing any work in furtherance hereof, the CONSULTANT certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).

## **ARTICLE 25 - MODIFICATIONS OF WORK**

The COUNTY reserves the right to make changes in Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by the CONSULTANT of the COUNTY'S notification of a contemplated change, the CONSULTANT shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change, (2) notify the COUNTY of any estimated change in the completion date, and (3) advise the COUNTY if the contemplated change shall affect the CONSULTANT'S ability to meet the completion dates or schedules of this Contract.

If the COUNTY so instructs in writing, the CONSULTANT shall suspend work on that portion of the Scope of Work affected by a contemplated change, pending the COUNTY'S decision to proceed with the change.

If the COUNTY elects to make the change, the COUNTY shall initiate a Contract Amendment and the CONSULTANT shall not commence work on any such change until such written amendment is signed by the CONSULTANT and approved and executed on behalf of Palm Beach County.

## **ARTICLE 26 - NOTICE**

All notices required in this Contract shall be sent by certified mail, return receipt requested, hand delivery or other delivery service requiring signed acceptance. If sent to the COUNTY, notices shall be addressed to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

With copy to:

Palm Beach County Attorney's Office 301  
North Olive Ave.  
West Palm Beach, Florida 33401

If sent to the CONSULTANT, notices shall be addressed to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



## **ARTICLE 27 - ENTIRETY OF CONTRACTUAL AGREEMENT**

The COUNTY and the CONSULTANT agree that this Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 25- Modifications of Work.

## **ARTICLE 28 - CRIMINAL HISTORY RECORDS CHECK**

The CONSULTANT, CONSULTANT'S employees, subcontractors of CONSULTANT and employees of subcontractors shall comply with Palm Beach County Code, Section 2-371 - 2-377, the Palm Beach County Criminal History Records Check Ordinance ("Ordinance"), for unescorted access to critical facilities ("Critical Facilities") or criminal justice information facilities ("CJI Facilities") as identified in Resolutions R2013-1470 and R2015-0572, as amended. The CONSULTANT is solely responsible for the financial, schedule, and/or staffing implications of this Ordinance. Further, the CONSULTANT acknowledges that its Contract price includes any and all direct or indirect costs associated with compliance with this Ordinance, except for the applicable FDLE/FBI fees that shall be paid by the COUNTY.

This Contract may include sites and/or buildings which have been designated as either "critical facilities" or "criminal justice information facilities" pursuant to the Ordinance and above referenced Resolutions, as amended. COUNTY staff representing the COUNTY department will contact the CONSULTANT(S) and provide specific instructions for meeting the requirements of this Ordinance. Individuals passing the background check will be issued a badge. The CONSULTANT shall make every effort to collect the badges of its employees and its subcontractors' employees upon conclusion of the contract and return them to the COUNTY. If the CONSULTANT or its subcontractor(s) terminates an employee who has been issued a badge, the CONSULTANT must notify the COUNTY within two (2) hours. At the time of termination, the CONSULTANT shall retrieve the badge and shall return it to the COUNTY in a timely manner.

The COUNTY reserves the right to suspend the CONSULTANT if the CONSULTANT 1) does not comply with the requirements of County Code Section 2-371 - 2-377, as amended; 2) does not contact the COUNTY regarding a terminated CONSULTANT employee or subcontractor employee within the stated time; or 3) fails to make a good faith effort in attempting to comply with the badge retrieval policy.

## **ARTICLE 29 - REGULATIONS: LICENSING REQUIREMENTS**

The CONSULTANT shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. CONSULTANT is presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered.

## **ARTICLE 30 - SCRUTINIZED COMPANIES**

A. As provided in F.S. 287.135, by entering into this Contract or performing any work in

furtherance hereof, the CONSULTANT certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies that boycott Israel List, or is engaged in a boycott of Israel, pursuant to F.S. 215.4725. Pursuant to F.S. 287.135(3)(b), if CONSULTANT is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, this Contract may be terminated at the option of the COUNTY.

- B. **When contract value is greater than \$1 million:** As provided in F.S. 287.135, by entering into this Contract or performing any work in furtherance hereof, the CONSULTANT certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to F.S. 215.473 or is engaged in business operations in Cuba or Syria.

If the COUNTY determines, using credible information available to the public, that a false certification has been submitted by CONSULTANT, this Contract may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of this Contract shall be imposed, pursuant to F.S. 287.135. Said certification must also be submitted at the time of Contract renewal, if applicable.

### **ARTICLE 31 - PUBLIC RECORDS**

Notwithstanding anything contained herein, as provided under Section 119.0701, F.S., if the CONSULTANT: (i) provides a service; and (ii) acts on behalf of the COUNTY as provided under Section 119.011(2) F.S., the CONSULTANT shall comply with the requirements of Section 119.0701, Florida Statutes, as it may be amended from time to time. The CONSULTANT is specifically required to:

- A. Keep and maintain public records required by the COUNTY to perform services as provided under this Contract.
- B. Upon request from the COUNTY'S Custodian of Public Records, provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. The CONSULTANT further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.
- C. Ensure that public records that are exempt, or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Contract, if the CONSULTANT does not transfer the records to the public agency.
- D. Upon completion of the Contract the CONSULTANT shall transfer, at no cost to the COUNTY, all public records in possession of the CONSULTANT unless notified by

COUNTY'S representative/liaison, on behalf of the COUNTY'S Custodian of Public Records, to keep and maintain public records required by the COUNTY to perform the service. If the CONSULTANT transfers all public records to the COUNTY upon completion of the Contract, the CONSULTANT shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If the CONSULTANT keeps and maintains public records upon completion of the Contract, the CONSULTANT shall meet all applicable requirements for retaining public records. All records stored electronically by the CONSULTANT must be provided to COUNTY, upon request of the COUNTY'S Custodian of Public Records, in a format that is compatible with the information technology systems of COUNTY, at no cost to COUNTY.

Failure of the CONSULTANT to comply with the requirements of this article shall be a material breach of this Contract. COUNTY shall have the right to exercise any and all remedies available to it, including but not limited to, the right to terminate for cause. CONSULTANT acknowledges that it has familiarized itself with the requirements of Chapter 119, F.S., and other requirements of state law applicable to public records not specifically set forth herein.

**IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT RECORDS REQUEST, PALM BEACH COUNTY PUBLIC AFFAIRS DEPARTMENT, 301 N. OLIVE AVENUE, WEST PALM BEACH, FL 33401, BY E-MAIL AT [RECORDSREQUEST@PBCGOV.ORG](mailto:RECORDSREQUEST@PBCGOV.ORG) OR BY TELEPHONE AT 561-355-6680.**

### **ARTICLE 32 - COUNTERPARTS**

This Contract, including the exhibits referenced herein, may be executed in one or more counterparts, all of which shall constitute collectively but one and the same Contract. The COUNTY may execute the Contract through electronic or manual means. CONSULTANT shall execute by manual means only, unless the COUNTY provides otherwise.

### **ARTICLE 33 - E-VERIFY - EMPLOYMENT ELIGIBILITY**

CONSULTANT warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended, and that it: (1) is registered with the E-Verify System (E-Verify.gov), and beginning January 1, 2021, uses the E-Verify System to electronically verify the employment eligibility of all newly hired workers; and (2) has verified that all of CONSULTANT's subconsultants performing the duties and obligations of this CONTRACT are registered with the E-Verify System, and beginning January 1, 2021, use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

CONSULTANT shall obtain from each of its subconsultants an affidavit stating that the subconsultant does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in

section 448.095(1)(k), Florida Statutes, as may be amended. CONSULTANT shall maintain a copy of any such affidavit from a subconsultant for, at a minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this CONTRACT which requires a longer retention period.

COUNTY shall terminate this CONTRACT if it has a good faith belief that CONSULTANT has knowingly violated Section 448.09(1), Florida Statutes, as may be amended. If COUNTY has a good faith belief that CONSULTANT's subconsultant has knowingly violated section 448.09(1), Florida Statutes, as may be amended, COUNTY shall notify CONSULTANT to terminate its contract with the subconsultant and CONSULTANT shall immediately terminate its contract with the subconsultant. If COUNTY terminates this CONTRACT pursuant to the above, CONSULTANT shall be barred from being awarded a future contract by COUNTY for a period of one (1) year from the date on which this CONTRACT was terminated. In the event of such contract termination, CONSULTANT shall also be liable for any additional costs incurred by COUNTY as a result of the termination.

**(Remainder of Page Intentionally Left Blank)**

**IN WITNESS WHEREOF**, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Contract on behalf of the COUNTY and CONSULTANT has hereunto set its hand the day and year above written.

**ATTEST:**

**SHARON R. BOCK  
CLERK AND COMPTROLLER**

**PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS:**

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Mayor

**WITNESS:**

**CONSULTANT:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Name (type or print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed Name

\_\_\_\_\_  
Name (type or print)

\_\_\_\_\_  
Title

**APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY**

(corp. seal)

By \_\_\_\_\_  
County Attorney

**APPROVED AS TO TERMS  
AND CONDITIONS**

By \_\_\_\_\_  
Department Director

**EXHIBIT "A"**

**SCOPE OF WORK**

SAMPLE

**SCHEDULE OF PAYMENTS**

The Scope of Work to be completed by CONSULTANT as defined in Exhibit "A" consists of specific completion phases which shall be clearly identified on a phase-by-phase basis upon submission to the COUNTY of certain "deliverables"\* as expressly indicated below. Compensation for the work tasks stated herein shall be in accordance with the following Schedule of Payments:

**PHASE 1**

Task(s) to be Completed:

Completion Time: \_\_\_\_\_ Compensation for Phase 1:

\$ \_\_\_\_\_

Deliverable(s) Required:

**PHASE 2**

Task(s) to be Completed:

Completion Time: \_\_\_\_\_ Compensation for Phase 2:

\$ \_\_\_\_\_

Deliverable(s) Required:

**PHASE 3**

Task(s) to be Completed:

Completion Time: \_\_\_\_\_ Compensation for Phase 3:

\$ \_\_\_\_\_

Deliverable(s) Required:

\* "Deliverables" shall be defined as progress reports, prepared maps, bid documents, completed drawings, specific reports, work plans, documentation of meetings attended, assessment study reports, analysis reports, summary reports, recommendation reports and related draft reports and verifiable deliverables.

**TERMS & CONDITIONS BY FUNDING SOURCES**

**2 CFR § 200:** Strengthens oversight to minimize risk of waste, fraud, and abuse. Office of Management and Budget (OMB) collaborated over three years with public and agency partners to develop 2 CFR Part 200 “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards”, issued December 26, 2013. For more information, please refer to [https://www.ecfr.gov/cgi-bin/text-idx?SID=6214841a79953f26c5c230d72d6b70a1&tpl=/ecfrbrowse/Title02/2cfr200\\_main\\_02.tpl](https://www.ecfr.gov/cgi-bin/text-idx?SID=6214841a79953f26c5c230d72d6b70a1&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl).

**Department of Justice Financial Guide:** For more information please refer to: [https://www.ojp.gov/financialguide/doj/pdfs/DOJ\\_FinancialGuide.pdf](https://www.ojp.gov/financialguide/doj/pdfs/DOJ_FinancialGuide.pdf)