



A JOINT PROJECT OF:

**METROPOLITAN WASHINGTON COUNCIL OF
GOVERNMENTS**



**REQUEST FOR PROPOSALS
December 20, 2012
Capital Area Foreclosure Prevention Fund**

The Capital Area Foreclosure Network announces this Request for Proposals, under which we seek to fund organizations and activities that further our mission of eliminating foreclosures in the Washington metropolitan area.

I. Sponsoring Organizations

The Capital Area Foreclosure Network brings together key stakeholders to enhance tools and knowledge necessary to combat the region's foreclosure crisis. Within that framework CAFN works to:

- 1) Provide comprehensive support to front-line organizations and local coalitions working with at-risk residents;
- 2) Conduct regional marketing and outreach campaigns urging residents to get help and warning them of the dangers of foreclosure rescue scams; and
- 3) Research and analyze regional foreclosure data and trends to better target resources and identify service delivery gaps.

Launched in April 2010, the Capital Area Foreclosure Network (CAFN) is a joint project of the Metropolitan Washington Council of Governments and the Nonprofit Roundtable of Greater Washington.

The Metropolitan Washington Council of Governments, known as COG, helps develop regional solutions to such issues as the environment, affordable housing, growth and development, public health, child welfare, public safety, homeland security, and transportation. Founded in 1957, COG is an independent, nonprofit association comprised of elected officials from 22 local governments, members of the Maryland and Virginia state legislatures, and members of the U.S. Congress. COG is supported by financial contributions from its participating local governments, federal and state grants and contracts, and donations from foundations and the private sector.

COG's mission is to enhance the quality of life and competitive advantages of the Washington metropolitan region in the global economy by providing a forum for consensus building and policy-making; implementing intergovernmental policies, plans, and programs; and supporting the region as an expert information resource. COG's vision, Region Forward, is a commitment by COG and its member governments, who together seek to create a more accessible, sustainable, prosperous, and livable National Capital Region.

The Nonprofit Roundtable of Greater Washington (Roundtable) was founded in 2002 by a group of philanthropic and nonprofit leaders who recognized the need for a collective voice to speak on behalf of our nonprofit sector. The Roundtable is an alliance of nonprofit leaders serving communities in Greater Washington who have a common vision to solve problems that no single organization can solve alone. Our programs and activities position us to play a lead role in finding solutions to regional problems such as the foreclosure crisis, environmental issues, funding shortfalls, etc. The Roundtable serves as CAFN's fiscal agent.

II. Background

The housing and economic landscape of the Washington metropolitan region has been reshaped by a large number of foreclosures that, particularly in the region's hot spots, have not subsided enough to spell the end of the crisis. Placed against a backdrop of persistent unemployment, stagnant home prices and a tightening of credit for many borrowers, many of the region's families are still struggling, particularly those with mortgage resets that are leading to dramatically higher mortgage payments, those who have lost their jobs, and those whose homes are worth less than the outstanding balance on their mortgage.

Homeowners looking to avoid foreclosure are being asked to navigate a complex array of programs and options including: loan modifications, short sales, and temporary forbearance. In addition, scam artists are bombarding these homeowners with promises of quick fixes and easy answers. Without assistance it is difficult for homeowners to determine the most positive outcome, given their individual circumstances. With the help of a trained nonprofit housing counselor they stand a much better chance of success. Research by the Urban Institute indicates that struggling homeowners who work with a certified nonprofit housing counselor are 1.6 times more likely to avoid foreclosure. In addition, counseled homeowners receive significantly larger reductions in loan payments than their non-counseled counterparts.

A CAFN-commissioned report on the capacity and challenges facing area housing counseling organizations, [Rising Foreclosures Overwhelm Area Counseling Organizations](#), shows that foreclosure prevention counselors are struggling to meet the demand for their services. At the time of the report, housing counseling organizations in the Washington, D.C., metropolitan area provided about 20,000 clients with foreclosure prevention counseling and had about 130 full-time staff members working on foreclosure prevention. With many mortgages in the region still delinquent or in foreclosure, housing counseling organizations cannot provide services to all those who might benefit from foreclosure prevention counseling. No part of the region is immune from the foreclosure crisis but some areas of the region have more acute problems. Counseling organizations in these areas – most notably Prince George's County, Prince William County, and Fairfax County – are not able to provide services to the record number of homeowners in default. Homeowners with limited English face additional hurdles.

III. Purpose

The Capital Area Foreclosure Network supports these front line organizations. CAFN has taken on the marketing and outreach function for many of these organizations by maintaining a web site with regional and local resources (www.cafn.org), publishing brochures, running bus ads, and working with the media to raise awareness of the problem. CAFN has also organized free targeted trainings with federal and other partners to support counseling organizations throughout the region.

Recognizing that there is no substitute for the direct help provided by a trained housing counselor and that funding cuts threaten the ability of counseling organizations to provide such help, CAFN is again offering the Capital Area Foreclosure Prevention Fund. CAFN has secured leadership grants for these direct services from Freddie Mac, Fannie Mae, United Way of the National Capital Area, and the Community Foundation of the National Capital Area. Smaller grants have been received from other funders.

This is the third RFP for the Capital Area Foreclosure Prevention Fund.

Eligible Activities

Grant funds should be used to provide direct or indirect support for foreclosure prevention counseling. An example of direct support would be using grant funds to defray the cost of a counselor who works directly with at risk homeowners. An example of indirect support would be to use the grant funds to defray the cost of an intake or data entry specialist, who relieves some of the burden on foreclosure prevention counselors.

Grant funds can also be used to support outreach activities. Outreach should be specifically directed toward and designed to reach households at risk of foreclosure. Proposals should outline how these households will be identified, how they will be connected to housing counseling services and how the proposer will track the effectiveness of their outreach efforts. Proposals for general education and outreach activities will not be funded under this RFP.

Funding Requirements

- Organizations with demonstrated capacity and successful experience providing housing counseling to high-risk individuals and families.
- Ability to leverage impact of the Capital Area Foreclosure Prevention Fund grant through partnerships, in kind-contributions, or matching funds.
- Organizations that have adopted the National Industry Standards for Homeownership Education and Counseling or are in the process of implementing these standards.
- Organizations that are currently participating in the HOPE Loan Port or organizations with plans to start using the HOPE Loan Port in the next six months.
- Organizations interested and able to participate in the outcomes measurement initiative described in section IX of this RFP.

Funding Priorities

- The provision of counseling to at-risk homeowners in hard-hit areas of the region where counseling organizations are not expected to receive support as a result of the recently implemented National Mortgage Settlement, namely Fairfax and Prince William Counties. Organizations do not need to be headquartered in these areas to deliver services to at risk homeowners in these hardest hit areas.
- The provision of counseling to at-risk homeowners in other hard hit areas of the region, as identified in the report [Rising Foreclosures Overwhelm Area Counseling Organizations](#), particularly Prince George's County.
- The provision of counseling to homeowners with limited English proficiency.

The Capital Area Foreclosure Prevention Fund Selection Committee will determine the size of each grant award. The maximum award per organization is \$50,000.

IV. Conditions

Organizations selected to receive grants must comply with the following conditions:

1. The organization must be willing to perform all activities/tasks outlined in their proposal, as this will be the primary condition of the grant agreement.
2. Any work funded through the grant to be performed by an "other subcontractor" shall be clearly identified, and such "other subcontractor" shall be approved by CAFN/Roundtable prior to contract issuance.
3. The period of performance shall be 1 year from grant execution.
4. Grant funding shall be as follows: 50 percent of the funding will be provided at grant execution and 50 percent of the funding shall be provided following the receipt of a progress report to be received by the CAFN Director six (6) months following the execution of the grant.
5. The selected organization agrees that it will not discriminate against any applicant for assistance because of race, color, creed, national origin, sex, sexual orientation, age or disability.
6. The selected organization, acting as an independent grantee, shall hold CAFN/Roundtable harmless from and shall be solely responsible, where found liable, for the payment of any and all claims for loss, personal injury, death, property damage, or otherwise, arising out of any act of omission or negligence of its employees or agents in connection with the performance of this work.
7. Attachment A of this RFP outlines the standard terms and conditions to which all grantees will be held. In accepting a grant as a result of this RFP, grantees also agree to accept these terms and conditions.
8. In case of failure by the selected organization to perform the duties and obligations outlined in this grant agreement, CAFN/Roundtable may, upon verbal and written notice, decide not to disburse the second half of the grant to the nonprofit. Upon notification and depending on the circumstances surrounding failure to comply with the grant agreement, the selected

organization may be given a period, to be defined in the notification, to appeal and/or cure the circumstances resulting in noncompliance.

Full terms and conditions are detailed in Attachment A to this RFP. These terms and conditions will be part of the grant agreement for each grantee.

V. Content of Proposal

Organizations interested in receiving a grant to pursue foreclosure prevention counseling shall submit a proposal within the described format. The letter transmitting the proposal must be signed by an officer of the organization, authorized to bind the respondent as required by this solicitation. Although certainly not as comprehensive as the HUD NOFA, CAFN has deliberately adopted some of the same categories so organizations that recently completed this application have the opportunity to reuse some of the information they already prepared.

1. Capacity of Relevant Organizational Staff

- a. This section shall provide the professional credentials and expertise of the organization, the number of counselors, their years of experience, and the training and certification that each counselor has.
- b. If the proposal includes the use of subcontractors, respondents must identify specific subcontractors and specific requirements of this RFP for which each proposed subcontractor would perform services.

2. Soundness of Approach/Scope of Foreclosure Prevention Services

A summary of the organization's foreclosure prevention program including goals and outcomes must be included. The following questions should be answered in this description. For questions involving services provided, please provide one year of data from the period of January 1, 2012 to December 31, 2012.

- a. How many years has the organization provided foreclosure prevention services?
- b. What model of foreclosure prevention services is provided?
- c. How many homeowners received one-on-one counseling?
- d. What services do you provide in connection with the one-on-one counseling?
- e. How many attended group workshops? What subjects were/are covered in these workshops?
- f. How many were counseled over the phone? What types of counseling were/are provided by phone?
- g. Please describe any services that are provided in languages other than English.
- h. What are the outcomes for homeowners counseled by your agency? Please provide as much detail as possible (without creating new reports) on the number of clients achieving outcomes including:
 - i. Brought Mortgage Current
 - ii. Mortgage Refinanced
 - iii. Mortgage Modified
 - iv. Received Second Mortgage
 - v. Initiated Forbearance Agreement/Repayment Plan
 - vi. Executed a Deed-in-Lieu
 - vii. Sold Property/Chose Alternative Housing Solution
 - viii. Pre-foreclosure Sale
 - ix. Mortgage Foreclosed
 - x. Counseled and Referred to Another Social Service or Legal Assistance
 - xi. Entered Debt Management Plan or Currently Receiving Budget Counseling
 - xii. Bankruptcy

- xiii. Withdrew from Counseling
- xiv. Other (Please Explain)
- i. Do you conduct any follow up with clients after they receive loan modifications to help them avoid re-defaulting?
- j. Please provide as much information as possible about the race, gender, income and location of homeowners served. For income information, please indicate the numbers or percentage of clients served with income under 50 percent of area median income (AMI), those with income between 50 and 80 percent of AMI, and those with income exceeding 80 percent of AMI.

3. Areas of Need

In this section of the proposal, please detail how this grant will:

- a. Help your organization expand on your current delivery of services; and/or
- b. Help provide services in an area of the region that has been particularly hard hit by foreclosures; and/or
- c. Help provide services to a population that has been particularly hard hit by foreclosures.
- d. Provide specific data about anticipated increases in numbers reached/served as a result of this grant.
- e. Where applicable, provide specific data about anticipated outcomes during the grant year for the homeowners to be counseled. Provide as much detail as possible about the number and/or percentage of homeowners to be counseled who will:
 - i. Bring Mortgage Current
 - ii. Refinance Mortgage
 - iii. Modify Mortgage
 - iv. Receive Second Mortgage
 - v. Initiate Forbearance Agreement/Repayment Plan
 - vi. Execute a Deed-in-Lieu
 - vii. Sell Property/Chose Alternative Housing Solution
 - viii. Pre-foreclosure Sale
 - ix. Have Mortgage Foreclosed
 - x. Be Counseled and Referred to Another Social Service or Legal Assistance
 - xi. Enter Debt Management Plan
 - xii. Enter Bankruptcy
 - xiii. Withdraw from Counseling
 - xiv. Other (Please Explain)

4. Partnerships

Provide information on any existing or anticipated partnerships that extend the reach of your organization's foreclosure prevention activities. If applicable, respondents should include information on how the proposed grant would be enhanced by these partnerships and whether the respondent will be able to leverage additional in-kind or financial support because of the grant.

5. Cost proposals for the organization and any subcontractor(s)

Provide a complete budget for this project, including actuals for CY 2012 versus projected for CY 2013. Proposers may use their own format to present this data, as long as it includes a complete budget detailing both sources of revenue and expenditures. Please also provide a budget narrative. In addition to any relevant explanatory notes about the budgets presented, please stipulate in the budget narrative whether and how this project is scalable. If additional revenue sources will be used to supplement the CAFN funding, please indicate whether this funding has been requested and/or approved.

6. Required Attachments:

- a. Organization annual report (if available)
- b. Organization most recent audit
- c. Organization most recent unaudited financials
- d. Evidence of 501(c) 3 status
- e. Letter of support from the local jurisdiction (encouraged but not required). These letters shall indicate the way the proposed foreclosure program compliments or expands existing local government efforts and or local government support for the targeted neighborhood.
- f. Letters of support from partner organizations describing how they will partner with your organization.

VI. Submission Date and Contact

Proposals must be submitted via email. Acceptable formats are: Microsoft Word, Microsoft Excel and/or PDF. Email proposal and all attachments by Friday, January 25, 2013 11:59 PM EST to:

Angie Rodgers
Director, Capital Area Foreclosure Network
info@capitalareaforeclosuresnetwork.org

CAFN anticipates a mid-February decision-making timeline.

VII. Method of Proposal Evaluation and Selection

The proposals will be evaluated by a Selection Committee consisting of subject matter experts. The Selection Committee may hold a pre-selection meeting with interested organizations in early January. The final recommendation for selection will be submitted to the contracting entity – The Nonprofit Roundtable of Greater Washington. In evaluating the proposals, the following factors will be considered:

- Organizational capacity, including qualifications of personnel;
- Demonstrated success in previous work, including volume of clients served and outcomes;
- Demonstrated need in the area or population served;
- Ability to partner and leverage.

VIII. Late Proposals

Any proposal received after the exact time specified for receipt will not be considered, and the sender will be notified, unless it is the only proposal received. Any modifications to a proposal will be subject to these same conditions. Proposals may be withdrawn by written or telegraphic notice received at any time prior to award.

IX. Outcomes Measurement Initiative

Beginning with the grantees that will be funded as a result of this RFP, CAFN will begin an outcomes measurement initiative, anticipated to help CAFN collect better, consistent data from its grantees (and eventually its entire network) concerning the outcomes associated with the programs and activities of our network. Organizations funded as a result of this RFP will be required to participate in the initiative. We anticipate that grantees will:

- Work with the CAFN director and/or a CAFN consultant over the course of the year-long grant;
- Attend an initial group meeting with the CAFN director and/or a CAFN consultant to review data collection goals related to the outcomes measurements outlined in section 2 of this RFP.

- Attend a one-on-one meeting with the CAFN director and/or a CAFN consultant to assess existing data collection methods/system, and receive any needed assistance to aid eventual 6- and 12-month reporting to CAFN on the outcomes measurements outlined in Section 2 of this RFP.
- Check in quarterly with the CAFN director and/or a CAFN consultant to identify and resolve issues related to data collection in anticipation of 6- and 12-month reporting to CAFN.
- Provide 6- and 12-month reports to CAFN.

X. Further Information

Questions concerning the scope of work should be directed to Capital Area Foreclosure Network Director Angie Rodgers at info@capitalareaforeclosurenetwork.org. Questions concerning procedural or contractual items should be directed to Amy Fishman Kurz at akurz@nonprofitroundtable.org.

ATTACHMENT A: STANDARD TERMS AND CONDITIONS

1. Terms and Conditions of Award

1.1 Purpose and Use of Grant Funds. Grant funds may be expended only for the activities described in Annex A (the “Program”) or as may be agreed in writing by Grantor. Grantee shall at all times comply with all state and federal law, regulations, policies, procedures and directives applicable to the grant, as the same may be amended or promulgated from time to time during the term of this Agreement.

1.2 Charitable Purpose. Grantee represents and warrants to Grantor that:

- (a) Grantee is a non-profit charitable organization that qualifies under Section 501(c)(3) of the Internal Revenue Code and is not classified as a private foundation as defined in Section 509(a) of the Internal Revenue Code;
- (b) Grantee will expend grant funds solely for qualified charitable or educational purposes as defined by the Internal Revenue Code;
- (c) Grantee will not use any portion of the funds granted herein to carry on propaganda, or otherwise attempt to influence legislation; nor to participate in, or intervene in (including the publishing or distributing of statements), a political campaign on behalf of or in opposition to any candidate for public office; nor to carry on, directly or indirectly, any voter registration drive (within the meaning of Section 4945(d)(2) of the Internal Revenue Code); nor to make grants to individuals; nor for any other non-charitable or non-educational purposes.
- (d) Grantee has not provided nor will provide material support or resources to any individual or entity that it knows, or has reason to know, is an individual or entity that advocates, plans, sponsors, engages in, or has engaged in terrorist activity.
- (e) Grantee represents and warrants that the execution, delivery and performance of this Agreement does not and will not violate any law, order, regulation or agreement to which Grantee is subject and that once signed by Grantee this Agreement will be a legal and binding agreement of Grantee.

1.3 Grant Accounting, Records and Reports.

Grantee shall maintain records and accounts consistent with generally accepted accounting principles and sufficient to provide for such fiscal control as is necessary to assure proper disbursement of, and accounting for, all grant funds. Grantee shall obtain and retain receipts for all grant disbursements. Grantee shall retain all relevant books, documents, papers, and records pertaining to this grant for a period of not less than three years following the end or termination of the grant term, except in the event of litigation or settlement of claims arising from the grant or this Agreement, in which case Grantee agrees to maintain same until all such litigation or claims have been finally resolved. Grantee shall permit Grantor and its agents and

representatives reasonable access to, and allow them to photocopy, these records for purposes of assuring that grant funds were properly expended or for any other reasonable business purpose.

1.4 Reports.

Grantee will, within six months after the date hereof, submit to Grantor a report outlining the progress of the grant and an accounting of funds expended. Grantee understands that failure to provide Grantor with this report will cause Grantee to become ineligible for the second installment of the grant.

1.5 Program Evaluation.

Grantor, by itself or through a third party, may evaluate and monitor the Program. Such evaluation and monitoring may include meetings with Program staff and/or site visits to review the Program's systems, operations and accomplishments. Grantee shall cooperate and assist with any such evaluations and monitoring.

1.6 Termination.

If Grantee disburses any portion of the grant funds for purposes not included in the terms of this Agreement, if Grantee materially breaches any provision of this Agreement or if Grantee ceases to be a charitable organization under Section 501(c)(3) of the Internal Revenue Code, Grantor may terminate this Agreement immediately, by providing notice in writing to Grantee. Within 30 days after receiving notice from Grantor of such termination, Grantee shall pay funds received from the Grantor that have not been expended in connection with the Program back to the Grantor.

1.7 Amendment of the Program.

Grantee shall notify Grantor in writing of any changes proposed by Grantee in the Program, purposes, goals, population served, timing, activities, or expenditures described in this Agreement, and Grantor may accept or reject such changes in its sole discretion.

1.8 Notice of Changes.

Grantee shall promptly notify Grantor in writing within 30 days after the occurrence of any of the following:

- Change in address or phone number;
- Change in name of the Grantee (and submit to Grantor a letter from the IRS noting the change);
- Change in the non-profit or tax status of the Grantee; or
- Any other development that significantly affects the operation of the Program or Grantee.

2. Use of Name.

Grantee authorizes Grantor to use the name of Grantee as part of press releases, brochures, newsletters, web sites and other publications for the purpose of education and/or promoting the work of Grantor. The use of Grantee's name in this manner shall not be deemed to be a promise of future grants. Grantee is permitted to reference the Grantor and the grant in annual reports and financial accounts covering the period of the Program. All other references to Grantor, including, but not limited to, the logo and tagline, in publicly available documents (i.e., advertisements, marketing, publicity, etc.) require prior approval from Grantor.

3. Communications.

All communications and correspondence to the parties related to the grant or the Program shall be directed to the applicable party at the address set forth on the signature page to this Agreement. Either party may change its notice address by providing written notice to the other party.

4. Indemnification.

Grantee shall indemnify and hold Grantor, its representatives and affiliates (each, an "Indemnified Person"), harmless from and against any claim, demand, actions, liability, loss, damages, fines, penalties, costs and expenses (including but not limited to reasonable legal fees and disbursements and costs of investigation, litigation, settlement, judgment, interest) arising out of the Program, any breach by Grantee of this Agreement, or any act or omission of Grantee in connection with Program activities.

No settlement or compromise that imposes any liability or obligation on an Indemnified Person will be made without such person's prior written consent (which may not to be unreasonably withheld).

5. Statutory References.

All references to the Internal Revenue Code in this Agreement are to the Internal Revenue Code of 1986, as amended, shall be interpreted in a manner consistent with the Treasury Regulations promulgated under the Internal Revenue Code of 1986, as amended, and shall be deemed to include the corresponding provisions of any future federal tax laws or regulations that are applicable to the grant.

6. Entire Agreement.

This Agreement represents the entire agreement between the parties with respect to the subject matter hereof. No change or amendment to this Agreement shall be effective unless made in writing and duly executed by the parties.

7. Severability.

If any provision hereof shall be held invalid or unenforceable by any court of competent jurisdiction or as a result of future legislative action, so long as the economic and legal substance of the transactions contemplated hereby are not affected in any manner materially adverse to any party, such holding or action shall be strictly construed and shall not affect the validity or effect of any other provision hereof, as long as the remaining provisions, taken together, are sufficient to carry out the overall intentions of the parties as evidenced hereby.

8. Rights and Remedies.

The duties and obligations imposed by this Agreement shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by Grantor or Grantee shall constitute a waiver or any right or duty afforded to them under this Agreement, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach there under, except as may be specifically agreed in writing.

9. Assignment.

Grantee may not assign any rights or delegate any obligations under this Agreement or without the prior written consent of Grantor. Any assignment or attempted assignment contrary to this Section 10 will be null and void.

10. Survival of Obligations.

The warranties, covenants, and indemnities set forth in this Agreement shall survive any termination of this Agreement and, unless otherwise provided herein, shall continue in perpetuity unless terminated by the written agreement of the parties.

11. Applicable Law; Jurisdiction.

This Agreement shall be governed by and construed in accordance with the laws of the District of Columbia, without regard to principles of conflict of laws. Any action or proceeding with respect to this Agreement may only be brought in a court of competent jurisdiction within the District of Columbia, and by execution and delivery of this Agreement, such party irrevocably consents to jurisdiction and venue in each such court.

12. Counterparts.

This Agreement may be executed in any number of counterparts, each of which shall be an original but all of which taken together shall be one instrument.

ATTACHMENT B
CONTACT INFORMATION SHEET

(THIS PAGE MUST BE COMPLETED AND SUBMITTED WITH THE PROPOSAL)

Federal Tax ID No.: _____

Name of Offeror: _____

Address of Offeror: _____

Telephone No.: _____ Fax No.: _____ Website: _____

Name of Authorized Representative: _____

Mailing Address (If different from Above): _____

Telephone No.: _____ Mobile No.: _____ Other: _____

Email Address: _____

Name of Contact Person for this RFP: _____

Title of Contact Person: _____

Telephone No.: _____ Mobile No.: _____ Other: _____

Email Address: _____

Please Check All That Apply:

- We are proposing, in our response to this RFP, to serve one or more hard-hit areas of the region (please identify)

- We are proposing, in our response to this RFP, to serve homeowners with limited English proficiency.
- We have adopted the National Industry Standards for Homeownership Education and Counseling **or** We are in the process of implementing these standards.
- We are currently participating in the HOPE Loan Portal **or** We have plans to start using the HOPE Loan Portal in the next six months.
- We are able to participate in the outcomes measurement initiative detailed in Section IX of the Request for Proposals.