

**REQUEST FOR PROPOSAL  
OFFICE OF THE NEVADA ATTORNEY GENERAL  
GRANTEE- FORECLOSURE RELIEF PROGRAM  
MAY 20, 2011**

**SCOPE OF WORK:**

The Office of the Attorney General (AGO) recently received a settlement from Wells Fargo Bank N.A. to develop a Foreclosure Relief Program to assist in preventing or mitigating foreclosures and to assist with the State's efforts in preventing mortgage and loan modification fraud. To implement this program, the AGO hereby solicits proposals from eligible grantees, as described in this Request for Proposal. The proceeds from this settlement will be awarded in the form of grants, subject to the terms of this Request for Proposal.

The primary objective of the grant is to design and implement a program that provides, but is not limited to, individual legal services such as representation at foreclosure mediations and lender negotiations, and preparation of court petitions and other legal documents for eligible homeowners facing foreclosure or seeking loan modifications to prevent or mitigate foreclosures. The grant is also intended to design a program for eligible law enforcement agencies to enhance their existing prosecutorial efforts in preventing mortgage or loan modification fraud **The grant period is July 1, 2011 through June 30, 2012.**

**IMPLEMENTATION BY THE GRANTEE:**

In instances where the objective is preventing or mitigating foreclosure, for those homeowners seeking services, the grantee will require documentation from the homeowner regarding property ownership, as well as documentation concerning the progress of the default and loan modification,. Services will only be rendered to homeowners whose property is their primary residence.

**REPORTING REQUIREMENTS:**

In instances where the objective is preventing or mitigating foreclosure, the grantee will be required to submit to the Office of the Attorney General a written progress report due every 10<sup>th</sup> of the month and its invoice for payment. For each homeowner assisted, the report will also itemize staff time and services rendered.

In instances where the objective is preventing or mitigating foreclosure, at the end of the grant period, the grantee will submit to the Office of the Attorney General a final report, listing all services rendered, total cost of assistance and

the final outcome for each individual homeowner assisted. This report is due 30 days after the end of the grant period.

In instances where the objective is preventing mortgage or loan modification fraud, at the end of the grant period, the grantee will submit to the Office of the Attorney General a final report, listing all services rendered, total cost of assistance and the final outcome for each case. This report is due 30 days after the end of the grant period.

**PAYMENT:**

Payment for approved services will be made within 7-14 days upon receipt of the invoice and agency approval.

Payment will be tied to specific deliverables as indicated below. Failure to meet these conditions will result in the withholding of payment until completed.

**Submission of Monthly Progress Reports**

Payment is tied to an hourly rate or on an “as needed basis.” The State generally pays for services billed on a monthly basis, upon receipt of an invoice and agency approval.

The State does not issue payment prior to receipt of deliverables or services.

**Records and Retention:**

In instances where the objective is preventing or mitigating foreclosure, the grantee shall prepare and maintain individual files on each homeowner assisted. The file will include copies of any documentation provided to the grantee by the homeowner, copies of all documents and correspondence received from the lender, copies of foreclosures notices, etc., copies of any legal documents prepared by the grantee, and monthly reports submitted to the Office of the Attorney General.

All files shall be retained for a period of three (3) years after the last activity on the file.

The Office of the Attorney General may conduct on-site audits from time to time at the grantee’s place of business.

**INDEMNIFICATION CLAUSE:**

Where the grantee is not an agency of the State, grantee shall indemnify, hold harmless and, not excluding the State's right to participate, defend the State, its

officers, officials, agents, and employees (State hereinafter referred to as "Indemnatee") from and against all liabilities, claims, actions, damages, losses, and expenses, including, without limitation, reasonable attorneys' fees and costs, (hereinafter referred to collectively as "claims") for bodily injury or personal injury including death, errors and omissions, or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts, errors and omissions, misrepresentations, or fraud of grantee or any of its owners, officers, directors, agents, employees or grantees. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such grantee to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by grantee from and against any and all claims. It is agreed that grantee will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the grantee agrees to waive all rights of subrogation against the State, its officers, officials, agents and employees for losses arising from the work performed by the grantee according to the terms of the grant.

#### **INSURANCE REQUIREMENTS:**

Where the grantee is not an agency of the state, grantee shall procure and maintain, until all of their obligations have been discharged, including any warranty periods under the agreement are satisfied, insurance against claims for injury to persons, errors and omissions, or damage to property which may arise from or in connection with the performance of the work hereunder by the grantee, his agents, representatives or employees.

The insurance requirements herein are minimum requirements for the agreement and in no way limit the indemnity covenants contained in the agreement. The State in no way warrants that the minimum limits contained herein are sufficient to protect the grantee from liabilities that might arise out of the performance of the work under the agreement by the grantee, his agents, representatives, or employees. Grantee is free to purchase additional insurance as may be determined necessary.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Where the grantee is not an agency of the state, grantee shall provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements, provided that the coverage is written on a "following form" basis.

#### **1. Commercial General Liability – Occurrence Form**

Policy shall include bodily injury, property damage and broad form contractual liability coverage.

- General Aggregate  
\$2,000,000
  - Products – Completed Operations Aggregate  
\$1,000,000
  - Personal and Advertising Injury  
\$1,000,000
  - Each Occurrence  
\$1,000,000
- a. The policy shall be endorsed to include the following additional insured language: "The State of Nevada, Office of the Attorney General, shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the grantee."

## **2. Professional Liability Insurance**

Where the grantee is not an agency of the state, grantee's policy shall also include Professional Liability Insurance in the amount of \$ 1,000,000, including coverage for errors and omissions caused by Grantee's negligence in the performance of its duties under this agreement.

## **3. Workers' Compensation and Employers' Liability**

Where the grantee is not an agency of the state, grantee's Policy shall also include Workers' Compensation in the amount of

Statutory  
Employers' Liability  
Each Accident  
\$100,000  
Disease – Each Employee  
\$100,000  
Disease – Policy Limit  
\$500,000

- a. Where the grantee is not an agency of the state, grantee's policy shall contain a waiver of subrogation against the State of Nevada.
- b. This requirement shall not apply when grantee is exempt under N.R.S., AND when such sub-contractor executes the appropriate sole proprietor waiver form.

- B. **ADDITIONAL INSURANCE REQUIREMENTS:** Where the grantee is not an agency of the state, grantee's policies shall include, or be endorsed to include, the following provisions:
1. On insurance policies where the State of Nevada is named as an additional insured, the State of Nevada shall be an additional insured to the full limits of liability purchased by the grantee.
  2. The grantee's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
- C. **NOTICE OF CANCELLATION:** Where the grantee is not an agency of the state, each insurance policy required by the insurance provisions of the agreement shall provide the required coverage and shall not be suspended, voided or canceled except after thirty (30) days' prior written notice has been given to the State, except when cancellation is for non-payment of premium, then ten (10) days' prior notice may be given. Such notice shall be sent directly to State of Nevada, Office of the Attorney General, 100 N. Carson Street, Carson City, NV 89701. Attention: BCP / Nancy Ficco
- D. **ACCEPTABILITY OF INSURERS:** Where the grantee is not an agency of the state, insurance is to be placed with insurers duly licensed or authorized to do business in the state of Nevada and with an "A.M. Best" rating of not less than A- VII. The State in no way warrants that the above-required minimum insurer rating is sufficient to protect the grantee from potential insurer insolvency.
- E. **VERIFICATION OF COVERAGE:** Where the grantee is not an agency of the state, grantee shall furnish the State with certificates of insurance (ACORD form or equivalent approved by the State) as required by this agreement. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and any required endorsements are to be received and approved by the State before work commences. Each insurance policy required by the agreement must be in effect at or prior to commencement of work under the agreement and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by the agreement or to provide evidence of renewal is a material breach of the agreement.

All certificates required by this agreement shall be sent directly to the State of Nevada, Office of the Attorney General, 100 N. Carson Street, Carson City NV 89701. Attention: BCP/ Nancy Ficco. The State project/contract

number and project description shall be noted on the certificate of insurance. The State reserves the right to require complete, certified copies of all insurance policies required by this agreement at any time.

**APPLICATION PROCESS:**

Interested entities should submit proposals by **June 15, 2011.** The total amount of the award is \$537,395.00. The Office of the Attorney General expects to fund up to four (4) awards. In instances where the objective is preventing or mitigating foreclosure, proposals should include the amount requested, a detailed narrative describing your staff's understanding and experience of the mortgage, foreclosure and loan modification process, and ability and qualifications to perform the needed services. Please include the length of time in business, the number of homeowners assisted in the past 24 months, what services were rendered and the final result.

All proposals must also include:

1. Detailed line item budget.
2. Resumes of staff that will be assigned to work on the grant.
3. Sample of proposed monthly report detail.
4. Itemized hourly billing rate and fee schedule.
5. Copy of Nevada Business License.
6. Detailed outline and narrative of proposed program.

Please include one (1) original proposal and two (2) copies.

All proposals received by the due date will undergo a competitive team review to determine responsiveness to the requirements of this solicitation. The AGO reserves the right to decline funding to any proposals deemed insufficiently responsive and may modify and reissue this solicitation to attract suitable applications.

**ELIGIBILITY:**

In instances where the objective is preventing or mitigating foreclosure, eligible applicants must be community based organizations that are 501(c)(3) corporations or a state law enforcement agency having jurisdiction to investigate and prosecute violations of NRS 205.372.

In instances where the objective is preventing mortgage or loan modification fraud, eligible applicants must have the ability to prosecute and investigate criminal offenses under the Nevada Revised Statutes.

**Proposals should be submitted to:**

Nancy Ficco  
Office of the Attorney General  
100 North Carson Street  
Carson City, Nevada 89701-4717

775-684-1181  
[nficco@ag.nv.gov](mailto:nficco@ag.nv.gov)

**Selection of grantees will take place on or about June 22, 2011.**