

SSLC Affordable Housing Developer Scope of Services

1. Purpose

The City of South Salt Lake (*the “City” or “SSLC”*) is developing its Community Land Trust (*CLT*) program. As part of its CLT program, SSLC is seeking proposals from qualified development firms (*“Proposer” or “Development Partners”*) to provide integrated design, development, construction, homebuyer financing, and related services for permanently affordable housing developed on property owned or controlled by SSLC and/or the CLT, on a non-exclusive basis.

The chosen Development Partner will collaborate alongside SSLC staff and the CLT to develop available real estate into high-quality, durable, efficient residential housing units designed for income-eligible families.

Key goals of SSLC and the CLT program include:

- Expanding affordable homeownership within South Salt Lake neighborhoods;
- Reactivating underutilized municipal real estate parcels;
- Combining local, state, federal, and philanthropic funding streams;
- Lowering purchasing barriers for qualified low-to-moderate income (*LMI*) buyers;
- Maintaining permanent affordability via SSL Community Land Trust;
- Preventing residential displacement and increasing LMI wealth capacity through homeownership;
- Restoring vacant homes and lots into viable community residential uses; and
- Constructing quality residential units aligned with the SSLC’s General Plan and other guidelines.

Scope of Services – Affordable Housing Development Partner

SSLC may engage a qualified non-profit or mission-driven Development Partner to provide integrated design, development, construction, homebuyer financing, and other related services for permanently affordable housing, developed on property owned or controlled by SSLC and/or the CLT.

SSLC is seeking a Development Partner to perform the following services:

1. Project Development and Predevelopment

The Development Partner shall work with SSLC and the CLT to evaluate assigned properties and develop a feasible affordable housing project. Services may include:

- Site and property evaluation;
- Site preparation and property demolition;
- Preliminary development and feasibility analysis;
- Preparation of development budgets and schedules;
- Coordination of architectural and engineering services as necessary;
- Identification of appropriate housing types and unit configurations;
- Coordination with City staff regarding zoning, planning, building, and permitting requirements;
- Preparation of construction budgets and cost estimates;
- Identification and coordination of project financing and subsidy sources; and
- Development of a project plan(s) that meets CLT affordability, quality, and long-term stewardship requirements.

2. Construction and Rehabilitation Services

The Development Partner shall serve as the project developer and may serve as the general contractor and qualified sub-contractors to complete the work.

Services may include:

- New residential construction;
- Rehabilitation/renovation and modernization of existing housing;
- Demolition and site preparation, where approved;
- Procurement and management of subcontractors and suppliers;
- Construction management and project supervision;
- Coordination of permits, inspections, and code compliance;
- Quality control;
- Management of construction schedules and budgets; and
- Completion of homes in safe, modern, durable, energy efficient, and habitable condition.

All construction shall comply with applicable federal, state, and local laws, building codes, funding requirements, ENERGY Star, and SSLC zoning and development standards.

3. Affordable Homeownership and Mortgage Financing

The Development Partner is required to:

- Assist eligible homebuyers with the purchase and financing of homes developed through the CLT program.
- Demonstrated experience and understanding of Fair Housing law and of Utah real estate laws.
- Provide, originate, service, arrange, or facilitate affordable mortgage financing for qualified LMI homebuyers, subject to all applicable lending and regulatory requirements, (*i.e., FHA, Fannie, Freddie Mac*).

- Provide low interest mortgage financing, at or below 1% to maintain CLT affordable housing model, for qualified homebuyers. The purpose of such financing is to reduce monthly housing costs and expand access to sustainable homeownership for income-qualified households at or below 80% AMI.
- Structure mortgage financing and related housing costs to support long-term affordability and minimize the risk of unsustainable housing costs for participating households.

The Development Partner will also:

- Assist households with mortgage applications and underwriting;
- Verify household eligibility and income qualifications;
- Coordinate with lenders and other financing partners;
- Provide down payment or closing cost assistance when available;
- Coordinate subsidy and gap financing; and
- Support qualified buyers through closing.

4. Homebuyer Selection and Qualification

The Development Partner shall establish or administer a fair and consistent process for identifying and qualifying prospective homebuyers in coordination with SSLC Promise and the CLT.

Services may include:

- Outreach and marketing to income-qualified households;
- Application intake;
- Income and eligibility verification;
- Evaluation of mortgage readiness;
- Coordination of homebuyer selection;
- Homebuyer education and financial counseling;
- Review and explanation of ownership responsibilities; and
- Coordination with SSLC CLT regarding final program eligibility.

Eligible homebuyers shall meet the homebuyer income threshold and other requirements established by the CLT, including applicable requirements for households at or below the program's established Salt Lake County Area Median Income (AMI) limits.

5. Homebuyer Education and Support

The Development Partner shall provide or arrange appropriate education and support services to help participating households achieve and maintain successful homeownership.

Services may include:

- Financial education;

- Budgeting and mortgage readiness counseling;
- Homebuyer education;
- Assisting with homebuyer education about home maintenance responsibilities;
- Education regarding property taxes, insurance, and utility costs;
- Explanation of the CLT shared-equity ownership model;
- Explanation of the 99-year ground lease and applicable deed restrictions; and
- Post-purchase homeowner support.

6. Coordination with SSLC CLT

The Development Partner shall coordinate with SSLC throughout the development and disposition process.

The Development Partner shall:

- Comply with the approved project development agreement and applicable property transfer or purchase agreement;
- Meet project schedules and approved development budgets;
- Provide regular progress reports;
- Submit requested financial and construction information;
- Coordinate approval of significant project changes;
- Assist SSLC with required funding and compliance documentation;
- Coordinate the transfer or sale of completed homes to qualified households; and
- Ensure that buyers receive all required information regarding the SSLC CLT ownership and resale model.
- Development partner will maintain accurate records and undergo annual monitoring from SSLC for

7. Permanent Affordability Requirements

Development Partnership shall ensure all homes developed under the Scope of Services are subject to the CLT's permanent affordability requirements.

The Development Partner shall cooperate with the CLT to ensure that each completed home is conveyed subject to the applicable:

- 99-year renewable ground lease;
- Property deed restrictions;
- Resale and shared-equity provisions;
- Owner-occupancy requirements;
- Income qualification requirements;
- Affordability controls; and
- Other stewardship requirements established by the CLT.

The Development Partner acknowledges that the purpose of the program is to create long-term affordable housing that remains affordable for future qualifying homebuyers and that the affordability benefit is not limited solely to the initial homebuyer.

8. Leveraging of Public and Private Resources

The Development Partner shall use reasonable efforts to leverage CLT property, City resources, and available subsidies with additional public, private, non-profit, philanthropic, donated, or other financial resources.

Where applicable, the Development Partner may seek to reduce development costs through:

- Donated or discounted labor and materials;
- Volunteer labor;
- Philanthropic contributions;
- Federal and state housing programs;
- Private grants and donations;
- Affordable construction financing; and
- Other legally available sources of project subsidy.

9. Project Completion and Transfer

Upon completion of construction or rehabilitation, the Development Partner shall coordinate final inspections, certificates of occupancy, punch-list completion, and delivery of the home in accordance with the approved development standards and warranty all work for a minimum of 1-year past date of occupancy on new and remodeled homes.

The completed home shall then be sold or otherwise conveyed to a qualified income-eligible household under the CLT ownership structure. The CLT shall retain its interest in the underlying land and/or applicable affordability controls as provided in the ground lease, deed restrictions, and other governing program documents.

10. Integrated Development Partner Model

SSLC may select a Development Partner that provides an integrated affordable housing delivery model. A qualified organization may perform multiple roles, including:

- **Developer** – plans and manages the housing project;
- **General Contractor** – constructs or rehabilitates the homes;
- **Affordable Housing Provider** – identifies and supports qualified households;
- **Mortgage Provider or Financing Partner** – provides, arranges, or facilitates affordable financing, including 0% interest mortgages where available;
- **Homebuyer Educator** – prepares households for successful homeownership; and
- **Long-Term Program Partner** – coordinates with SSLC and the CLT to preserve permanent housing affordability.

- **Real Estate** – ability to buy and resell CLT homes conveying them to homebuyers at or below 80% AMI with a demonstrated understanding of Utah real estate laws.

The intent of this integrated model is to maximize the value of City and CLT property and subsidy resources by combining development, construction, affordable financing, and homebuyer support into an efficient affordable housing delivery system.

Qualifications of Development Partners

Proposers to this RFP can be a single firm, partnership or individual. Proposers must have the following qualifications:

- At least 30-years of demonstrated experience in developing affordable housing in Salt Lake County.
- Experience and ability to work collaboratively with City staff, other jurisdictional partners, community members and local organizations and businesses.
- Ability to unify complex identities into a cohesive sense of place by demonstrating versatility and strategic thinking skills.
- Demonstrated experience in meeting development deadlines and budgets.

Contents of Proposal

Proposals are limited to 10-pages and should be submitted as one single PDF. Multiple attachments will not be accepted. Proposals will be evaluated based on the criteria listed below ("*Selection Criteria*"). The proposal must include:

1. Bio – Overview of Development Partner and brief resume, focusing on past three years of work. Include information about business organizational structure. Explain how your background relates to the scope of the project as outlined in this RFP.
2. Experience and References – A statement detailing your experience in affordable housing development. Respondents should include no less than three (3) references including names and phone numbers.
3. Proposal – Describe your proposal for this project. Explain the approach from discovery to visual development and strategy for the project. This should be a detailed roadmap including a timeline to complete the project. If the Service Provider uses a third party (*sub-contractor, sub-consultant, etc.*) state the name and identify the portion of the scope of work to be completed by a third party.
4. Budget – A proposed budget of projected costs to be incurred by the service provider, including the performance of all services specified, labor, travel, lodging, insurance, materials and other costs.
5. Financing -Ability to provide homebuyer financing for qualified low-to-moderate income CLT homebuyers with a low-cost, affordable mortgage, at or below 1 percent for a 30–40-year term.

Selection Criteria

Proposals will be evaluated based on the following criteria: (100 points)

1. Understanding the project objectives and requirements. (20%)
2. Qualifications and experience in relevant projects. (20%)
3. Timeline/ hours to plan and execute events within budget. (15%)
4. Fee (Budget) with breakdown of costs. (20%)
5. Financing Tools (25%)

RFP Dates and Schedule

The following are dates and deadlines for the project selection and award:

- RFP Release: Tuesday, October 20, 2026
- Final Day to Submit Questions: Thursday, October 29, 2026, at 5:00 p.m. MST
- Submission Deadline: Monday, November 2, 2026, at 5:00 p.m. MST
- Selection of Proposals: by Friday, November 6, 2026

Project Budget

The City has budgeted up to \$850,000 a year for this project.

SSLC's affordable housing budget includes:

1. Community Development Block Grant (CDBG)
2. General Fund Operating Funds
3. One-time Capital
4. HTRZ Extraterritorial Fund

Questions and Contact Information

All questions regarding this RFP are due in writing via email by Thursday, October., 29, 2026 at 5:00 p.m. All questions can be directed to Stephen Lyon at slyon@sslc.gov.

All questions and answers to this RFP will be posted on the UP3 Website.

Proposal Submission

Proposals must be submitted to the City of South Salt Lake by Monday, November 2, 2026, at 5:00 p.m., MST ("*Submission Deadline*"). The City is not responsible for proposals delivered incorrectly or for failure to receive.

Submissions shall be delivered in one (1) of the following ways:

Email: As a single PDF not to exceed 10 pages. Separate attachments will not be accepted.
aandrus@sslc.gov

Utah Public Procurement Portal: As a single PDF not to exceed 10 pages. Separate attachments will not be accepted. Bonfire:

<https://utah.bonfirehub.com/portal/?tab=openOpportunities>

Proposers wishing to verify receipt of the proposal may contact Ariel Andrus at aandrus@sslc.gov.

Disclaimer

Submissions that are late, incomplete or do not meet submission format and contents as described in this RFP will not be accepted. The City reserves the right to reject any and all submissions or to waive any informality in any submissions if deemed the best interest of the City. The City does not guarantee that a contract will be awarded following the submission deadline.

General Terms and Conditions

- 1. Compliance with Laws.** The Proposer shall always observe and comply with all laws, ordinances, regulations and codes of the federal, state, county and city, which may in any manner affect the performance of the contract. Proposers shall not discriminate against any worker, employee or applicant, or any member of the public because of race, creed, color, age, sex, pregnancy, childbirth, or pregnancy related conditions, religion, disability, sexual orientation, gender identity, genetic information, military status, or national origin, or otherwise commit an unfair employment practice.
- 2. Incurred costs.** The City is not liable for any costs incurred by Proposers prior to the execution of a Partnership Agreement ("*Agreement*")
- 3. Proposer not Agents.** Unless otherwise stated in the final Agreement, the Proposer shall not be held or deemed in any way to be an agent, employee or official of the City, but rather an independent contractor.
- 4. Indemnification.** The successful Proposer shall indemnify, save, and hold harmless the City and all of its employees, officers, directors, subcontractors and agents against any and all claims, demands, suits or other forms of liability that may arise out of, or by reason of, any noncompliance by the Proposer with any agreements, warranties or undertakings contained in or made pursuant to this RFP.
- 5. Negotiation of Services Agreement.** The City reserves the right to reject any or all proposals or to award multiple Agreements to multiple qualified Proposers. At its sole discretion, the City may extend the dates for award of the Agreements. The City reserves the right to negotiate any or all terms upon award of the Agreement.
- 6. Ethics in Contracting.** By submitting its proposal, Proposer certifies that its proposal is submitted without collusion or fraud, that it has not offered or received any kickback or inducement from any other Proposer, supplier, manufacturer, subcontractor or other person in connection with its proposal and that it has not conferred on any public employee or official having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, employment, service or anything of more than normal value, present or promised, unless consideration of

substantially equal or greater value was exchanged as part of a completely independent transaction.

7. **Taxes.** The successful Proposer(s) shall be responsible for, and pay any applicable taxes related to the Agreement. The City is a tax-exempt organization and shall not be billed for, nor be expected to pay any taxes applicable to the Services.
8. **Insurance.** By submitting a proposal in response to this RFP, the Proposer certifies that, if awarded the contract, it will obtain the insurance coverage, as identified and required by the City Attorney's Office. Additionally, the Proposer certifies that it will maintain this insurance coverage throughout the entire term of the contract and that all insurance coverage shall be provided by insurance companies authorized to sell insurance in Utah. During the term of the contract, City reserves the right to require the successful Proposer to furnish certificates of any required insurance for the coverage required by City, if any is required.

Any request for changes related to indemnification or insurance provisions must be submitted no later than the Submittal Deadline. Any requested changes to City's standard insurance and indemnification provisions must be approved in the sole discretion of the City.

9. **Disclosure of Proposal Content.** All responses, inquiries, and correspondence relating to this RFP and all reports, charts, displays, schedules, exhibits and other documentation produced by the Proposer that is submitted to the City, as part of the proposal or otherwise, shall become the property of the City when received by the City and may be considered public information under applicable law. The Government Records Access and Management Act ("GRAMA") states that certain information in the submitted proposal may be open for public inspection. If the Proposer desires to have information contained in its proposal protected from such disclosure, the Proposer may request such treatment by providing a "written claim of business confidentiality and a concise statement of reasons supporting the claim of business confidentiality" with the proposal. Blanket claims that the entire RFP is confidential and will be denied. The City cannot guarantee that any information will be held confidential.

Disposition of Proposals, Statements, and Negotiations

1. **Disposition of Proposals - Public Records.** All materials submitted in response to this RFP will become the property of SSLC. One (1) copy of each proposal shall be retained for official files and will become a public record after the award and open to public inspection. It is understood that the proposal will become part of the official file on this matter without obligation on the part of the City of South Salt Lake.
2. **Verbal Statements or Agreements.** No verbal agreement or conversation with any officer, agent, or employee of SSLC, either before or after execution of the contract, shall affect or modify any of the terms or obligations contained in the contract. Any such

verbal agreement or conversation shall be considered as unofficial information and in no way binding upon SSLC or the Proposer.

- 3. Negotiations.** SSLC reserves the right to reject or to waive any or all proposals. After SSLC has identified the best qualified candidate(s), the Parties shall have the right to negotiate with the Proposer over the final terms and conditions of the Agreement. These negotiations may include bargaining; however, by submitting a proposal, the Proposer acknowledges that it has reviewed the sample Agreement in Exhibit 2 and is prepared to sign a substantially similar Agreement with the City. The primary objective of the negotiations is the evaluation factors set forth in the RFP. If an agreement cannot be reached, the negotiation will be terminated.