Broward Health

Supply Chain Services
1800 NW 49th Street
Fort Lauderdale, FL 33309
t 954.473.7289
BrowardHealth.org

November 6, 2026

Subject: Request for Qualifications (RFQ) for Architectural and Engineering Design Services for Broward Health Medical Center Atrium 1A Wind Retrofit (BID NO. 2026-0015)

Dear Prospective Firms,

North Broward Hospital District d/b/a Broward Health ("Broward Health") is issuing this RFQ consistent with § 287.055, Florida Statutes, to engage interested Firms to provide the professional design services outlined in the above-entitled RFQ. The RFQ is attached and contains detailed submission instructions for those Firms wishing to be considered for the project. An authorized representative must complete and sign all required forms in their entirety.

All interested Firms should carefully note the due dates, required submissions, and applicable Small Business Enhancements. If there are any questions regarding this RFQ, such questions should be addressed in writing via email to the Bids Department at bids@browardhealth.org. No other Broward Health commissioner, officer, employee, agent, or representative should be contacted regarding this RFQ. Unless Broward Health issues an addendum to this RFQ, no amendments to this RFQ or any portion of this RFQ will be accepted or binding on Broward Health.

Thank you in advance for your interest in this RFQ and doing business with Broward Health.

Sincerely,

Jorge F. Hernandez
VP, Supply Chain Services/Chief Procurement Officer

REQUEST FOR QUALIFICATIONS

FOR

ARCHITECTURAL AND ENGINEERING DESIGN SERVICES FOR BROWARD HEALTH MEDICAL CENTER ATRIUM 1A WIND RETROFIT

BID NO. 2026-0015

RELEASE DATE:	Friday, November 6, 2026
MANDATORY PRE-QUALIFICATIONS MEETING:	Friday, November 13, 2026
FIRM INQUIRIES DUE:	No later than 12:00 P.M. Eastern Time (ET), Wednesday, November 18, 2026
RESPONSES TO FIRM INQUIRIES:	TBD
RESPONSE DUE DATE:	No later than 3:00 P.M. ET, Monday, December 7, 2026
PUBLIC OPENING:	9:30 A.M. ET, Tuesday, December 8, 2026

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Section I. RFQ Summary Page

The following RFQ Summary Page lists relevant dates, required documents, scoring criteria, Small Business Enhancements (if applicable), contact details, and other pertinent information concerning this RFQ. This RFQ Summary Page should not be used as a substitute for reading the instructions and requirements of this RFQ. All Firms are required to read the instructions in their entirety, submit all mandatory documentation and forms (even if not mentioned on this RFQ Summary Page), and be familiar with the RFQ process, legal requirements, and all issued addenda. To the extent a particular portion of this RFQ Summary Page does not apply to this RFQ, such section shall contain an "N/A" designation next to it or be left blank. Any references in the RFQ to this RFQ Summary Page shall also be a reference to the particular date, requirement, or specification provided in this RFQ Summary Page, as amended by applicable addenda.

A. Key Dates

EVENT	DATE & TIME
RFQ Release	**Friday, November 6, 2026**
MANDATORY Pre-Qualifications Meeting	**Friday, November 13, 2026**
Firm Inquiry Deadline	**No later than 12:00 P.M. ET, Wednesday, November 18, 2026**
Responses to Firm Inquiries	**TBD**
Response Due Date	**No later than 3:00 P.M. ET, Monday, December 7, 2026**
Public Opening	**9:30 A.M. ET, Tuesday, December 8, 2026**
Evaluation of Firm's Qualifications	**TBD**
Discussions and/or Oral Presentations	**TBD**

B. Pre-Qualifications Meeting (Section III.B(2))

- **Mandatory Pre-Qualifications Meeting**: Yes ☒ No ☐
- **Pre-Qualifications Meeting Location**: Broward Health Medical Center - 1600 S Andrews Ave, Fort Lauderdale, FL 33316. Meet in the Main Lobby.
- **Pre-Qualifications Meeting Date and Time**: Friday, November 13, 2026, **beginning promptly at 9:00 AM ET**

C. Public Opening Location (Section III.B(6))

Microsoft Teams details will be posted at https://www.browardhealth.org/vendor/current-opportunities.

D. Submission Requirements for Statements of Qualifications (Section VII)

All Statements of Qualifications shall adhere to the requirements in Section VII.A. (Statement of Qualifications and Submission Instructions), address all the questions, and provide all the documents and information requested in Section VII.B. (Statement of Qualifications Response Requirements). A complete copy of the entire Statement of Qualifications must be included as one document in PDF format, all file names must begin with the Firm's name and clearly identify the subject matter of the file, a table of contents must be included, all pages must be numbered, and no more than five files in total should be submitted. Statements of Qualifications must be uploaded to the link below no later than the Response Due Date described in the Key Dates Section above, as amended by applicable addenda. Submissions that are timestamped after the Response Due Date's deadline will not be accepted. Please note that uploading documents may take several minutes, so Firms should plan for any technical issues and not wait until the last minute to submit Statements of Qualifications.

- **Statements of Qualifications Upload Link**:

  https://browardhealth.sharefile.com/r-re34f2b4962424fdaa41467793a630277

E. Aggregated Scoring and Ranking – Distributed Weight of Evaluation of Firms' Qualifications and Discussions or Oral Presentations (Section III.B(7)(a)(3.)

Upon completion of the evaluation of the qualifications and the discussions and/or oral presentations, the scores for each Shortlisted Firm shall be combined and calculated as follows to arrive at a final total score for each Firm:

Score from Evaluation of Firms' Qualifications	**60%**
Score from Discussions and/or Oral Presentations	**40%**

F. Competitive Selection Criteria (Section III.B(7)(a))

Scoring Criteria for the Competitive Selection Stage has been distributed as follows, based on each Responsive and Responsible Firm's Statements of Qualifications and responses to each question in the below categories of Section VII.B. (Statement of Qualifications Response Requirements):

FEMA Project Experience	**30%**
Technical Expertise	**25%**
Past Performance and References	**15%**
Key Personnel Qualifications	**20%**
Capacity and Schedule	**10%**

G. Performance and Payment Security (Section III.A(2)(h))

- **Performance Bond**: Yes ☐ No ☒ *If Yes, Bond Amount*: **N/A**
- **Payment Bond**: Yes ☐ No ☒ *If Yes, Bond Amount*: **N/A**

If the above checkboxes specify that a performance or payment guaranty is required for this RFQ, the surety and Firm must utilize, complete, and sign the applicable bond form posted on Broward Health's Current Bidding Opportunities and Information Page (located at the URL in the Webpage and Contact Information Section). The guaranty must be obtained, and the Firm must provide Broward Health an original or certified copy of the payment and/or performance bond form (if payment and/or performance bond is required) no later than the commencement of the work as described in greater detail in Section III.A(2)(h) (Performance and Payment Security).

H. Truth-in-Negotiation Certificate (Section III.A(2)(i))

- **Lump-Sum or Cost-Plus-a-Fixed-Fee Contract over § 287.017 CATEGORY FOUR**: Yes ☒ No ☐

If the above checkbox specifies that the contract that will be awarded under this RFQ is a lump-sum or cost-plus-a-fixed-fee professional service contract over the threshold amount provided in § 287.017, Florida Statutes, for CATEGORY FOUR, then the Firm with its Statement of Qualifications must execute and submit the Truth-in-Negotiation Certificate posted on Broward Health's Current Bidding Opportunities and Information Page (located at the URL in the Webpage and Contact Information Section). For additional details, refer to Section III.A(2)(i) (Truth-in-Negotiation Certificate).

I. Small Business Enhancements (Section VII.B(8))

- **Approved Small Business Scoring Enhancement**: Yes ☐ No ☒

If it is indicated above that a Small Business Scoring Enhancement has been approved for this RFQ, then Certified Small Business Vendors and qualifying non-Certified Small Business Vendors may receive up to the applicable percentage of evaluation points noted above in Section F. (Competitive Selection Criteria) of this RFQ Summary Page. For additional details, refer to Section VII.B(8) (Small Business Enhancements).

J. Certified Small Business Vendor Subcontracting Requirements (Section IV(26))

- **Certified Small Business Vendor Subcontracting Requirement (Administered as a Good-Faith Participation Goal)**: Yes ☒ No ☐
- **Utilization Percentage (Good-Faith Participation Goal)**: 10%

Since this RFQ and any resulting contract are funded or reimbursed, in whole or in part, with federal financial assistance, the Certified Small Business Vendor Subcontracting Requirement and the Utilization Percentage noted above shall be administered as a good-faith participation goal, and not as a mandatory requirement, as further described in Special Condition III.A(4)(d)(2) and Section IV(26) (Certified Small Business Vendor Subcontracting Requirements). Accordingly, the mandatory-utilization, default, and liquidated-damages provisions of Section IV(26) (including Section IV(26)(e)) shall not apply, and the awarded Firm's obligation is to undertake and document the affirmative steps set forth in 2 C.F.R. § 200.321 and to comply with the reporting requirements of Section IV(26)(g).

K. Term of an Awarded Contract

- **Initial Term of Contract**: Up to and including final completion of the project as reasonably determined by Broward Health.

L. Webpage and Contact Information Section

The following Webpage and Contact Information Section lists the webpages and relevant contact information referenced in this RFQ where Firms can obtain required forms, review important terms and information, and locate contact information for communications concerning this RFQ. Any references in this RFQ to the Webpage and Contact Information Section shall be a reference to this Section and the applicable webpage and contact information below.

- **Bids Department Email**: bids@browardhealth.org
- **Broward Health's Business and Procurement Code**: https://tinyurl.com/BHProcurementCode
- **Broward Health's Current Bidding Opportunities and Information Page**: https://www.browardhealth.org/vendor/current-opportunities
- **Broward Health's Design and Construction Code**: https://tinyurl.com/BHConstructionCode
- **Broward Health's Small Business Development Policy**: https://tinyurl.com/SmallBusinessPolicy
- **Broward Health's Small Business Vendor Certification Page**: https://www.browardhealth.org/vendor/small-business-vendor-certification
- **Broward Health's Vendor Registration System**: https://vrs.browardhealth.org/Account/Login.aspx
- **Vendor Relations Contact Information**: (954) 473-7289 or vendorrelations@browardhealth.org

Section II. INTRODUCTION AND PRELIMINARY INFORMATION

A. Introduction to Broward Health

North Broward Hospital District d/b/a Broward Health ("Broward Health"), headquartered in Fort Lauderdale, Florida, is a special tax district and not-for-profit health care delivery system created by the Florida Legislature in 1951 under ch. 27438, Laws of Florida, which was recodified in ch. 2006-347, Laws of Florida, as amended, to provide for the health care needs of the northern two-thirds of Broward County, Florida. Broward Health's Board, the governing body of Broward Health, comprises seven commissioners appointed by the Governor of Florida. While special districts provide specific municipal services in addition to, or in place of, those provided by a municipality or county, the operation and management of Broward Health is independent of such municipal and county governments.

Broward Health is one of the largest public hospital systems in the United States. It operates four hospitals (with approximately 1,600 licensed beds) and over 40 satellite facilities, primary care clinics, and physician offices. With approximately 9,000 employees, Broward Health is one of the largest employers within Broward County, Florida. An overview of Broward Health's acute care hospitals is as follows:

- Broward Health Medical Center, a Level I Trauma Center, is an acute care and statutory teaching facility in Fort Lauderdale, Florida, with 723 licensed beds and includes an 83-bed adult psychiatric unit. In addition, Broward Health Medical Center consists of the Salah Foundation Children's Hospital, a 70-bed Level I Pediatric Trauma Center with a Level I Pediatric Intensive Care Unit and Level III Neonatal Intensive Care Unit.
- Broward Health North, a Level II Trauma Center, is an acute care and statutory teaching facility in Deerfield Beach, Florida, with 409 licensed beds and includes a 30-bed comprehensive medical rehabilitation unit.
- Broward Health Imperial Point is an acute care facility in Fort Lauderdale, Florida, with 204 licensed beds and includes a 47-bed adult psychiatric unit.
- Broward Health Coral Springs is an acute care facility in Coral Springs, Florida, with 250 licensed beds and includes a ten-bed neonatal intensive care unit.

As a large healthcare system operating 24-hour acute care facilities, Broward Health continuously requires a wide range of goods and services to support its operations. To ensure the highest quality and best value, Broward Health regularly issues competitive solicitations, seeking best value procurement solutions that meet its operational and patient care needs efficiently and cost-effectively. Through this process, Broward Health remains committed to transparency, fairness, and obtaining the best possible solutions for its facilities and the communities it serves. Firms interested in doing business with Broward Health and wishing to submit a Statement of Qualifications to provide Broward Health with the goods and/or services requested under this RFQ should submit such sealed Statements of Qualifications by the deadline noted in the RFQ Summary Page, as amended by applicable addenda, and in accordance with the instructions contained herein.

B. Overview of this Bid Document

This RFQ is separated into different sections to assist Firms who wish to submit Statements of Qualifications in response to this RFQ. Firms must familiarize themselves with the RFQ process and this particular RFQ's requirements. The sections are as follows:

- Section I. (RFQ Summary Page): This Section contains pertinent information, including, without limitation, important dates, deadlines, scoring, bonding requirements, Small Business Enhancements (as applicable), Certified Small Business Vendor Subcontracting Requirements (as applicable), relevant contact information, and references to the webpages where Firms can obtain required forms, information, and other terms and conditions applicable to Firms.
- Section II. (Introduction and Preliminary Information): This Section provides a brief overview of Broward Health, this RFQ, and definitions applicable to this RFQ.
- Section III. (Information Concerning the RFQ Process): This Section consists of the general rules applicable to all of Broward Health's competitive solicitations and an outline of the RFQ process.
- Section IV. (Broward Health's General Terms and Conditions): This Section includes the terms and conditions applicable to all of Broward Health's contracts and those Firms and vendors doing business with Broward Health.
- Section V. (Scope of Work): This Section covers the Scope of Work applicable to this RFQ, for which Broward Health is soliciting Statements of Qualifications from Responsible and Responsive Firms.
- Section VI. (Minimum Qualifications and Requirements): This Section comprises the minimum eligibility requirements for Firms as applicable to this RFQ's Scope of Work.
- Section VII. (Submission Requirements for Statements of Qualifications): This Section sets forth instructions for submitting Statements of Qualifications and identifies the questions to be answered, as well as the documents, responses, forms, and other information that Firms must submit to enable Broward Health to evaluate their responsibility and responsiveness.
- Enclosure 1 (Federal Addendum with Appendix A, Appendix B, and Appendix C): This enclosure, attached at the end of this RFQ, sets forth the additional provisions applicable to contracts funded in whole or in part through federal financial assistance, including FEMA assistance, as required by 2 C.F.R. § 200.327 and Appendix II to 2 C.F.R. Part 200, and is incorporated into this RFQ and any resulting contract as provided in Section IV(35).

C. Glossary of Terms

For purposes of this RFQ, the terms and acronyms below shall have the following meanings ascribed to them wherever they appear in this RFQ, regardless of whether they are capitalized, unless (a) the context in which they are used clearly requires a different meaning, or (b) a different definition is prescribed for a particular section of this RFQ. Words not defined shall be given their common and ordinary meaning unless the context in which they are used requires otherwise. When the context requires, the gender of all words and acronyms includes the masculine, feminine, and neuter, the number of all words and acronyms includes the singular and plural, and, when appropriate, the form of a word includes the past, present, and future participle or gerund.

(1) "**Agreement**" shall have the meaning ascribed to such term in Section IV. (Broward Health's General Terms and Conditions).

(2) "**Authorized Representative**" shall have the meaning ascribed to such term in Section VII.B(1)(a) (Authorized Representative).

(3) "**Bid Form Packet**" means the collection of forms outlined in Section VII.B(11) (Submission of Forms) that must be submitted with all Firms' Statements of Qualifications, all of which are located at Broward Health's Current Bidding Opportunities and Information Page provided in the Webpage and Contact Information Section.

(4) "**Bids Department**" means the division of Broward Health's Supply Chain Services that is responsible for the administration and supervision of Broward Health's competitive solicitations.

(5) "**Broward Health**" means the fictitious name of the North Broward Hospital District, a special tax district established by the Florida legislature under ch. 2006-347, Laws of Florida, as amended, to provide for the health care needs of the residents of the northern 2/3 of Broward County, Florida.

(6) "**Broward Health's Board**" means the Board of Commissioners of the North Broward Hospital District, the governing body of Broward Health.

(7) "**Broward Health's Business and Procurement Code**" means Broward Health's Business and Procurement Code and the Business and Procurement Code Policy Appendix (located at the link provided in the Webpage and Contact Information Section) established by Broward Health's Board on October 23, 2024, via Resolution FY25-05 (A Resolution of the North Broward Hospital District Adopting an Amended and Restated Business and Procurement Code and Policies; Providing for Exemptions and Waivers), as amended from time to time, which governs and creates Broward Health's processes for procuring commodities and services.

(8) "**Broward Health's Chief Financial Officer**" means the Chief Financial Officer of Broward Health, who is responsible for overseeing all of Broward Health's finances.

(9) "**Broward Health's Design and Construction Code**" means Broward Health's Design and Construction Code (located at the link provided in the Webpage and Contact Information Section) established by Broward Health's Board as part of Broward Health's Business and Procurement Code Policy Appendix on October 23, 2024, via Resolution FY25-05 (A Resolution of the North Broward Hospital District Adopting an Amended and Restated Business and Procurement Code and Policies; Providing for Exemptions and Waivers), as amended from time to time, which governs and creates Broward Health's processes for engaging contractors and professionals for design and construction projects.

(10) "**Broward Health's Vendor Registration System**" means the vendor registration database (located at the link provided in the Webpage and Contact Information Section) where current and prospective vendors and Firms must register prior to conducting business with Broward Health.

(11) "**Certification Partner**" means those government and non-governmental national and local organizations and certifying entities approved and recognized by Broward Health's

Office of Economic and Small Business Development for the certification of businesses that qualify as meeting the criteria to be deemed a Certified Small Business Vendor.

(12) "**Certified Small Business Vendor Subcontracting Participation Percentage**" shall have the meaning ascribed to such term in Section IV(26)(e) (Liquidated Damages).

(13) "**Certified Small Business Vendor Subcontracting Requirements**" means, as applicable, requirements of a Contractor to utilize a certain percentage of Certified Small Business Subcontractors for subcontracting work under a contract awarded pursuant to this RFQ, as described in greater detail in Section IV(26) (Certified Small Business Vendor Subcontracting Requirements).

(14) "**Certified Small Business Subcontractor**" means subcontractors who are Certified Small Business Vendors.

(15) "**Certified Small Business Vendor**" means those vendors recognized as meeting the criteria established by Broward Health to be qualified as a local or small business enterprise and certified as such by Broward Health or a Certification Partner.

(16) "**Chief Procurement Officer**" means the chief procurement and purchasing agent of Broward Health, who is responsible for Broward Health's procurements and interpreting and administering Broward Health's Business and Procurement Code and Broward Health's Design and Construction Code.

(17) "**Collusive Bidding**" means an agreement among two or more Firms to work together to gain an unfair market advantage, to engage in market manipulation, restraint of trade, or bid rigging, or to otherwise engage in any other conduct or conspiracy that violates or implicates the Sherman Antitrust Act or Clayton Antitrust Act, both as codified in 15 U.S.C. § 1, *et seq.*, or any other federal or state law governing free market competition.

(18) "**Competitive Negotiation Stage**" shall have the meaning ascribed to such term in Section III.B(7)(b) (Competitive Negotiation Stage).

(19) "**Competitive Selection Criteria**" means the scoring criteria that Responsible and Responsive Firms shall be evaluated on during the Competitive Selection Stage, as provided in the RFQ Summary Page, as amended.

(20) "**Competitive Selection Stage**" shall have the meaning ascribed to such term in Section III.B(7)(a) (Competitive Selection Stage).

(21) "**Cone of Silence**" shall have the meaning ascribed to such term in Section III.A(1)(d) (Cone of Silence).

(22) "**Contractor**" shall have the meaning ascribed to such term in Section IV. (Broward Health's General Terms and Conditions).

(23) "**Disputed Sections**" shall have the meaning ascribed to such term in Section VII.A(2)(e) (Important Notice Regarding Public Records).

(24) "**Enclosure 1**" means the Federal Addendum, including Appendix A, Appendix B, and Appendix C thereto, attached to this RFQ as Enclosure 1, as further described in Section IV(35) (Federal Reimbursement Contractual Requirements and Provisions).

(25) "**Federal Addendum**" means the Federal Addendum: Additional Provisions for Contracts Funded Through Federal Assistance, including Provisions for Federal Emergency Management Agency (FEMA) Assistance, Reimbursement Contracts, together with Appendix A (Certification Regarding Lobbying) and Appendix B (Build America, Buy America Self-Certification), and Appendix C (Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion), attached to this RFQ as Enclosure 1.

(26) "**Federal Anti-Kickback Statute**" means Sections 1128A and 1128B of the Social Security Act as codified in 42 U.S.C. §§ 1320a-7a and 1320a-7b and the subsequent acts pertaining to federal fraud and abuse of federal health care programs, as well as all of the related and implementing regulations thereto.

(27) "**Firm**" means an individual, firm, partnership, corporation, company, association, or other legal or business entity permitted by applicable law to provide design and construction services in Florida and who wishes to submit a Statement of Qualifications to provide Broward Health in response to this RFQ.

(28) "**Florida's Public Records Law**" means ch. 119, Florida Statutes, art. I, s. 24, Fla. Const., and other applicable laws in Florida establishing a public right of access to records of state and local governments.

(29) "**Non-Compliant Materials**" shall have the meaning ascribed to such term in Section VII.A(2)(e) (Important Notice Regarding Public Records).

(30) "**Non-Compliant Percentage**" shall have the meaning ascribed to such term in Section IV(26)(e) (Liquidated Damages).

(31) "**Party**" shall have the meaning ascribed to such term in Section IV. (Broward Health's General Terms and Conditions).

(32) "**Pre-Qualifications Meeting**" means a mandatory or optional meeting or site visit held for prospective Firms to discuss, receive, and review information concerning the Scope of Work of the RFQ.

(33) "**Protest**" shall have the meaning ascribed to such term in Section III.A(1)(s) (RFQ Protests and Disputes – Administrative Remedy).

(34) "**Public Opening**" means the public meeting occurring on the date and time delineated in the RFQ Summary Page where all of the submitted Statements of Qualifications will be opened as described in greater detail in Section III.B(6) (Public Opening).

(35) "**Redacted Materials**" shall have the meaning ascribed to such term in Section VII.A(2)(e) (Important Notice Regarding Public Records).

(36) "**Related Firms**" means Firms or the principals thereof which have a direct or indirect ownership interest in another Firm submitting a Statement of Qualifications in the same competitive solicitation or in which a parent company or the principals thereof of one Firm have a direct or indirect ownership interest in another Firm submitting a Statement of Qualifications in the same competitive solicitation.

(37) "**Response Due Date**" means the date and time deadline when the Statements of Qualifications are due in response to this RFQ as delineated in the RFQ Summary Page.

(38) "**Responsible Firm**" means a Firm that has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance of such Firm's obligations under an awarded contract.

(39) "**Responsive Firm**" means a Firm that has submitted a Statement of Qualifications that conforms in all material respects to this RFQ solicitation.

(40) "**RFQ**" means this Request for Qualifications, which solicits Statements of Qualifications from interested Firms and pursuant to which a contract may be awarded to one or more Responsive and Responsible Firms based on the evaluation criteria set forth in this RFQ.

(41) "**RFQ Summary Page**" means Section I. (RFQ Summary Page) of this RFQ, which contains pertinent information including, without limitation, important dates, deadlines, scoring, and any applicable Small Business Enhancements and Certified Small Business Vendor Subcontracting Requirements.

(42) "**Selection Committee**" means a committee of officers, employees, agents, and contractors of Broward Health approved by the Chief Procurement Officer or designee, and organized for reviewing, evaluating, and scoring Statement of Qualifications submitted in response to this RFQ.

(43) "**Shortlist**" means a list of a limited number of Responsive and Responsible Firms selected to participate in discussions and/or oral presentations for further evaluation by the Selection Committee as described in greater detail in Section III.B(7)(a)2. (Discussions or Oral Presentations).

(44) "**Shortlisted Firm**" means those Firms shortlisted and invited to participate in discussions and/or oral presentations as delineated in Section III.B(7)(a)2. (Discussions or Oral Presentations).

(45) "**Small Business Enhancements**" means applicable strategies designed by Broward Health intended to increase procurement opportunities for Certified Small Business Vendors.

(46) "**Small Business Scoring Enhancement**" means a type of Small Business Enhancement that awards points to the overall scores of Statements of Qualifications submitted by Certified Small Business Vendors or to certain qualifying non-Certified Small Business Vendors, as provided in greater detail in Section VII.B(8) (Small Business Enhancements).

(47) "**Stark Law**" means the federal Ethics in Patient Referrals Act of 1989, promulgated at 42 U.S.C. § 1395nn, and its implementing and related regulations.

(48) "**Statement of Qualifications**" means a Firm's submission of a response under this RFQ that demonstrates its qualifications, experience, and ability to perform the requested professional services.

(49) "**Sunshine Board**" means the bulletin board located in the lobby of Broward Health's Corporate Offices, 1800 NW 49th Street, Fort Lauderdale, Florida, where public notices of competitive solicitations are posted.

(50) "**Webpage and Contact Information Section**" means Section L. of the RFQ Summary Page (Webpage and Contact Information Section) of this RFQ where important contact information and important links to webpages applicable to this RFQ may be found.

Section III. INFORMATION CONCERNING THE RFQ PROCESS

A. Rules Governing this RFQ

(1) General Provisions Governing this RFQ.

The following provisions shall govern this RFQ and be binding on all Firms who wish to respond and submit a Statement of Qualifications pursuant to this bid solicitation. Any questions or concerns pertaining to this RFQ, including, without limitation, the submission of Statements of Qualifications, the RFQ process, or the deliverables being requested may only be directed via email to the Bids Department Email provided in the Webpage and Contact Information Section. All questions or concerns regarding the Scope of Work may only be directed to the foregoing email address and must be submitted on or before the Firm Inquiry Deadline as set forth on the RFQ Summary Page, as amended by applicable addenda.

(a) ***Who May and May Not Respond to this Bid Solicitation***. Responsible Firms authorized to transact business in Florida and that possess the financial capability, experience, resources, and applicable personnel described in this RFQ are invited to submit Statements of Qualifications. Those Firms who may not respond to this RFQ are those Firms that (a) are not Responsible Firms; (b) were disqualified from submitting bids, contracting, or conducting business with Broward Health; (c) are on the Convicted Vendor List created pursuant to § 287.133, Florida Statutes; (d) are engaged in the boycott of Israel or listed on the Scrutinized Companies or Other Entities that Boycott Israel List, created pursuant to § 215.4725, Florida Statutes; (e) are on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, both created pursuant to § 215.473, Florida Statutes; (f) unless otherwise authorized under federal or state law, are engaged in business operations in Cuba or Syria; (g) are a "foreign country of concern" as defined in § 287.138, Florida Statutes; (h) are on the List of Excluded Individuals/Entities maintained by the U.S. Department of Health and Human Services, Office of Inspector General; (i) are on the U.S. General Services Administration's System for Award Management Federal Excluded Parties List; or (j) that are otherwise prohibited from bidding on, submitting a proposal for, or entering into or renewing a contract with any public entity under federal, state, or local law or Broward Health's Policies and Procedures. When making determinations of responsibility, Broward Health may request additional information from any Firm on matters that may affect a Firm's responsibility. The failure of a Firm to provide information requested by Broward Health may result in a determination of non-responsibility.

(b) ***Standards for Bidding***. Broward Health will only consider Responsible and Responsive Firms for the award of a contract under this RFQ. When determining the responsiveness of a Statement of Qualifications and the responsibility of a Firm, the following criteria shall be considered by Broward Health when applicable: the ability, capacity and skill of the Firm to perform under the contract as required; whether the Firm can perform promptly, or within the time specified, without delay or interference; the character, integrity, reputation, judgment, experience, and

efficiency of the Firm; the quality of the Firm's past performance with Broward Health and other federal, state, and local government entities; Broward Health's experience with the Firm on past projects or contracts including Broward Health's interactions with the Firm or the Firm's personnel; the Firm's compliance with applicable laws and ordinances including Broward Health's Policies and Procedures; the sufficiency of the Firm's financial resources; the availability, quality, and adaptability of the Firm's supplies or services to the needs of Broward Health and its required uses; the ability of the Firm to provide future maintenance, service, or parts; and the number, scope of conditions, and other criteria outlined in this competitive solicitation or any subsequent issued addenda.

(c) ***Firm Responsibilities***. All Responsible Firms who wish to submit a Statement of Qualifications must carefully read this entire RFQ, all attachments, and any addenda before submitting a Statement of Qualifications. It is the responsibility of all Firms to read and comply with all instructions, submit questions and inquiries by the Firm Inquiry Deadline (as noted in the RFQ Summary Page), submit Statements of Qualifications to the proper electronic file repository via the applicable link provided in Section D. of the RFQ Summary Page (Submission Requirements for Statements of Qualifications), and to otherwise comply with all terms and conditions of this RFQ to be deemed a Responsive Firm and to be considered for a contract award. Prospective Firms who fail to adhere to the foregoing timelines, instructions, and terms of this RFQ may be deemed by Broward Health, at its sole and absolute discretion, as non-Responsive Firms. Further, it is the responsibility of Firms to raise concerns or identify any discrepancies in this RFQ or the specifications herein by the Firm Inquiry Deadline. The failure of a Firm to raise such concerns or identify a discrepancy by the Firm Inquiry Deadline shall be deemed a waiver of any later objections or concerns and shall constitute approval of this RFQ.

(d) ***Cone of Silence***. To ensure fair consideration for all Firms, and except as otherwise provided for herein, communications concerning this RFQ are prohibited with any member of Broward Health's Board, the Selection Committee, or any other Broward Health department, division, officer, employee, official, or agent prior to the time an intended decision to award a contract under this RFQ has been made ("Cone of Silence"). Any communication between a Firm and Broward Health to obtain information or clarification needed to develop a proper and accurate evaluation of the RFQ shall be subject to the specific requirements of this RFQ and shall always be directed to the Bids Department Email, as denoted in the Webpage and Contact Information Section. Any improper communications between a Firm and any Selection Committee member, Broward Health Board member, or other Broward Health department, division, officer, employee, official, or agent regarding this RFQ may be grounds for disqualifying the offending Firm from consideration for an award of a contract and may result in suspension or debarment, as provided in greater detail below in Section III.A(1)(g) (Ethics, Integrity, Suspension and Debarment). Such decision to disqualify or prohibit Firms from consideration for an award under this RFQ or future projects shall be in Broward Health's sole and absolute discretion.

(e) ***Agreement to Terms and Conditions***. A Firm's submission of a Statement of Qualifications in response to this RFQ shall constitute the Firm's representation to Broward Health that the Firm is familiar with, agrees to, and will comply with Broward Health's Business and Procurement Code, Broward Health's Design and Construction Code, and the contents, terms, and conditions contained in this RFQ. Further, a Firm awarded a contract pursuant to this RFQ agrees to and shall be bound by the terms and conditions outlined in Section IV. (Broward Health's General Terms and Conditions) without modification or exception. Accordingly, Firms are cautioned and encouraged to carefully examine all the terms, conditions, specifications, drawings, exhibits, addenda, delivery instructions, and special conditions pertaining to this RFQ. A Firm's failure to examine all pertinent information and documents shall not entitle a Firm to any relief from any conditions imposed, including those imposed in the final awarded contract. Firms should be aware that the submission of a Statement of Qualifications with any redlines, markups, or changes to the terms of this RFQ may result in the rejection of the Firm's Statement of Qualifications and such Firm may be deemed non-responsive. Further, any Statement of Qualifications submitted with redlines, markups, or changes to any terms of this RFQ, whether in whole or part, shall not be binding on Broward Health and are null and void and without any force and effect, unless otherwise explicitly agreed to by Broward Health in writing with an explicit reference to any approved changes.

(f) ***Broward Health's Business and Procurement Code and Design and Construction Code***. This RFQ and any Firms responding to this RFQ are subject to the terms and conditions of Broward Health's Business and Procurement Code and Broward Health's Design and Construction Code. Accordingly, Firms must review and familiarize themselves with Broward Health's Business and Procurement Code and Broward Health's Design and Construction Code, the terms and conditions governing the submission of any Statements of Qualifications pursuant to this RFQ, the terms and conditions of doing business with Broward Health, any the procedures for raising disputes related to this RFQ. Both Broward Health's Business and Procurement Code and Broward Health's Design and Construction Code may be found at the URL provided in the Webpage and Contact Information Section.

(g) ***Ethics, Integrity, Suspension and Debarment***. Broward Health holds its employees and vendors to a high standard of ethical and professional conduct. All Firms and current vendors are required to adhere to applicable law, Broward Health's Code of Conduct, and the Code of Ethics, Integrity, and Professional Conduct delineated in Section IV. of Broward Health's Business and Procurement Code (located in the Webpage and Contact Information Section). Any Firms that violate applicable law, Broward Health's Code of Conduct, and the Code of Ethics, Integrity, and Professional Conduct (including the Cone of Silence and engaging in Collusive Bidding practices) may, at the discretion of Broward Health's Chief Procurement Officer and in Broward Health's best interest, be precluded from bidding on this RFQ, from participating in future bid opportunities, or may be suspended or debarred from engaging in any business relationships with Broward Health pursuant to the procedures provided in Broward Health's Suspension, Debarment,

and Ineligibility Policy located at Broward Health's Current Bidding Opportunities and Information Page provided in the Webpage and Contact Information Section.

(h) ***Collusive Bidding***. Engaging in Collusive Bidding in competitive solicitations at Broward Health is prohibited. Firms that engage in Collusive Bidding practices may be subject to suspension or debarment from Broward Health's procurement opportunities, including participation in competitive solicitations or conducting business with Broward Health as a contractor or subcontractor. All determinations regarding Collusive Bidding and the current or future participation of Firms suspected of engaging in such Collusive Bidding practices shall be determined by and the responsibility of the Chief Procurement Officer. Where two or more Related Firms submit bids, proposals, or replies pursuant to a competitive solicitation, such bids, proposals, or replies shall be presumed Collusive Bids, and the Related Firms' bids, proposals, or replies may be rejected. The foregoing presumption may be rebutted by credible evidence from all the Related Firms that show independence and pro-competitive conduct, and such evidence may include, without limitation, documentation, attestations, or affidavits as to each Related Firm's independence, the extent of ownership, control, and management of the Related Firms' business entities, and other such credible evidence pertaining to the preparation and submittal of the Related Firms' bids, proposals, or replies.

(i) ***Invitation to Negotiate***. The issuance of this RFQ constitutes only an invitation to submit a Statement of Qualifications to Broward Health and, unless otherwise noted in Section III.A(4) (Special Conditions and Requirements Applicable to this Particular RFQ), for the awarded Firm to negotiate the terms of a contract with Broward Health. Broward Health reserves the right to award a contract to the Firm submitting the best overall responsive Statement of Qualifications with a resulting negotiated agreement which is most advantageous and in the best interest of Broward Health. Further, Broward Health reserves the right to determine, at its sole discretion, whether any aspect of a Firm's Statement of Qualifications satisfies the criteria established in this RFQ.

(j) ***Disclaimer***. The issuance of this RFQ and the receipt of information in response to this RFQ shall not, in any way, cause Broward Health to incur any liability, financial or otherwise. Broward Health assumes no obligation to reimburse and shall have no liability to any Firm for any costs, losses, or expenses incurred by a Firm in connection with submitting a Statement of Qualifications or otherwise, including, without limitation, any expenses a Firm incurs prior to a fully executed contract between the awarded Firm and Broward Health. Broward Health further reserves the right to use the information contained in any Statement of Qualifications in any manner Broward Health deems appropriate.

(k) ***General Description***. Broward Health understands that the supplies, products, equipment, software, or services requested in this RFQ may vary from company to company in terms of technique and material. All specifications outlined this RFQ are to be considered and construed as a general description of the function, purpose, and performance of the items desired. Any quantity, measure, size, or specification of items are estimates of Broward Health's requirements and Broward

Health's purchase of such items may differ from what is requested in the specifications. Any use of brand names or catalog numbers in the specifications is intended only to describe the product type and, unless this RFQ explicitly provides otherwise, not to restrict bids, proposals, or replies to any particular product. Unless this RFQ expressly states that it is for specified items, a Statement of Qualifications may still be accepted for consideration where items offered by the Firm are substantially equivalent in quality, purpose, and standards, even though such items do not correspond precisely to the description in the specifications. Where differences exist, the Firm, in an exhibit or attachment to the Firm's Statement of Qualifications, shall separately identify, with a specific and concise explanation of, what differences exist and why such differences do not substantially deviate from the quality, purpose, and standards of the items specified in the RFQ. Further data on such differences shall be provided if requested by Broward Health. Any discrepancies regarding the equivalency of items offered and the responsiveness of Firms shall be resolved by Broward Health at its sole and absolute discretion.

(l) ***Non-Mandatory & Discretionary***. No provision in the RFQ is intended as a mandatory restriction or a limitation on the lawful authority and discretion of Broward Health under Florida law, Broward Health's Business and Procurement Code, or Broward Health's Design and Construction Code. Broward Health reserves the right to waive or modify at any time prior to the acceptance of a Statement of Qualifications any RFQ procedure or requirement that is not made mandatory under Florida law, Broward Health's Business and Procurement Code, or Broward Health's Design and Construction Code.

(m) ***Modifications and Waiving Irregularities***. Broward Health reserves the right, at its sole and absolute discretion, to change any of the terms and conditions of this RFQ at any time via an issued addendum. Broward Health further reserves the right to waive any minor formalities or irregularities in the RFQ process.

(n) ***Non-Conformance, Rejections, Withdrawals, and Cancellations***. Broward Health reserves the right at its sole and absolute discretion to accept or reject, in whole or in part, for any reason whatsoever, any or all Statements of Qualifications submitted. Statements of Qualifications that are not submitted on time, do not conform to Broward Health's requirements or the requirements of this specific RFQ, or Statements of Qualifications that are submitted incorrectly or uploaded to the incorrect file repository may not be considered. The burden is on the Firms responding to this RFQ to ensure that such Firms meet the applicable deadlines and conform to the requirements and directions of this RFQ. Broward Health also reserves the right, at its sole and absolute discretion, to reject all bids or withdraw, postpone, or cancel this RFQ at any time, including after an award is made and contract negotiations have begun. Broward Health further reserves the right to re-advertise and reissue this RFQ, which may or may not be modified to meet the current needs of Broward Health.

(o) ***Minimal Bids and Extensions***. Broward Health reserves the right, at its sole and absolute discretion, to award a contract to a sole Responsible and Responsive Firm

for competitive solicitations that receive only one bid, proposal, or reply. Further, Broward Health reserves the right, at its sole and absolute discretion, to proceed forward with the RFQ process or extend the Response Due Date for any length of time to seek additional bids, proposals, or replies for any competitive solicitation that receives fewer than three bids, proposals, or replies by the Response Due Date and at any time prior to the Public Opening.

(p) ***Requests for Information, Documents, and Clarification***. Broward Health reserves the right at any time to request additional clarifying information and documents from Firms after Statements of Qualifications are opened, but before awarding a contract to any Firm as may be determined necessary at Broward Health's sole and absolute discretion to assist in the evaluation of any timely submitted Statements of Qualifications. Those Firms refusing to submit such documents may be deemed as not-responsive and/or not-responsible.

(q) ***Site Visits and Presentations***. Broward Health reserves the right to conduct site visits to a Firm's business locations and may request that a Firm participate in live or online presentations. The selection of a Firm may be based in whole or in part upon the result of site visits or live or online presentations.

(r) ***RFQ Awards***. Broward Health reserves the right, as Broward Health deems to be in the best interests of Broward Health, to award the contract under this RFQ to one or more Firms based on their Statements of Qualifications, whether in whole or part.

(s) ***RFQ Protests and Disputes – Administrative Remedy***. Firms wishing to dispute the terms and conditions of an RFQ, an addendum to this RFQ, or to challenge a contract award under this RFQ (a "Protest") must timely Protest, have standing to Protest, post the required Protest bond, and adhere to the procedural requirements of Section V.D.17 of Broward Health's Business and Procurement Code (located at the URL provided in the Webpage and Contact Information Section). Adherence to the timeline, standing, bonding, and procedural requirements of Section V.D.17 of Broward Health's Business and Procurement Code are preconditions to the consideration of any Protest, and the initiation and filing of a written Protest and subsequent appeal, and the obtaining of a decision from the Chief Procurement Officer and Broward Health's Chief Financial Officer (or their respective designees) thereon as provided in Section V.D.17 of Broward Health's Business and Procurement Code shall be an administrative remedy to be satisfied as a condition precedent to the initiation and filing of any civil action against Broward Health concerning the action or intended action of Broward Health under this RFQ. The failure to submit a timely Protest, post the required bond, include the required components of the Protest, or otherwise adhere to the procedural requirements of Section V.D.17 of Broward Health's Business and Procurement Code shall constitute a waiver of any and all Protest rights under this RFQ unless otherwise waived by the Chief Procurement Officer at the Chief Procurement Officer's discretion for good cause.

(t) ***Reuse of Existing Plans***. In accordance with § 287.055(10), Fla. Stat., plans created pursuant to this Project are subject to reuse on future Broward Health projects, and the reuse of such plans on future projects shall be at the sole discretion of Broward Health.

(u) ***Florida Law***. This RFQ shall be interpreted, construed, and enforced pursuant to and in accordance with the laws of the State of Florida. To the extent of any inconsistency between the requirements of this RFQ and those provisions of Florida law applicable to Broward Health, such Florida law shall control as if fully set forth herein.

(v) ***Headings and Severability***. The headings contained in this RFQ are for reference purposes only and shall not in any way affect the meaning or interpretation of this RFQ. When the context requires, the gender of all words includes the masculine, feminine, and neuter, and the number of all words includes the singular and plural. If any provision of this RFQ is deemed to be invalid or unenforceable, the remainder of the terms of this RFQ shall be valid and enforceable.

(w) ***Handwritten and Digital Signatures***. Any forms and documents required to be submitted and signed in response to this RFQ may be done (i) through a digital signature; (ii) by submission of an original signature that has been reproduced by electronic means (such as on electronically transmitted or photocopied documents); (iii) by use of an electronic signature indicator using the "/s/," "s/," or "/s" [name] format; (iv) by use of any third-party electronic signature capture service providers, or (v) any other generally accepted form or format consistent with federal and state law. By submitting a Statement of Qualifications to this RFQ, the Firm understands and agrees that any form or document submitted electronically in one of the foregoing manners is intended to authenticate and bind, and shall bind, the Firm and have the same effect as handwritten signatures for the purposes of validity, enforceability, and admissibility. The Firm understands and agrees that Broward Health shall rely on the Firm's electronic signature, and the Firm hereby waives any defenses to the enforcement or binding effect of any such electronic signatures.

(x) ***Fraudulent Submissions and Material Misrepresentations***. The written submission of any false, fraudulent, or misleading information or material misrepresentations to Broward Health in response to this RFQ may constitute a false official statement under Florida law which is a misdemeanor of the second degree as provided in § 837.06, Florida Statutes, and may also constitute a "public entity crime" as defined under § 287.133(1)(g), Florida Statutes, which may result in exclusion from public bidding and contracting pursuant to the provisions of § 287.133, Florida Statutes. Accordingly, all statements, representations, promises, and information submitted in response to this RFQ must be accurate and truthful, and the submission of a Statement of Qualifications shall serve as all responding Firms' certification of the truthfulness and accurateness of the representations submitted to Broward Health.

(2) Compliance and Legal Related Matters.

Broward Health, as a government entity and health care provider, is subject to substantial regulations pertaining to its contracting and its purchase of goods and services. Accordingly, consistent with federal and state law and Broward Health's Policies and Procedures, the following compliance and legal-related provisions shall govern this RFQ.

(a) ***Health Care Fraud and Abuse***. By submitting its Statement of Qualifications, the Firm is certifying compliance with federal and state laws governing fraud and abuse of health care programs, including, without limitation, the Federal Anti-Kickback Statute and the Stark Law. Unless otherwise permitted under federal law, the award of any contract under this RFQ is not and shall not be conditioned on or otherwise take into account the volume or value of any referrals or other business generated between a Firm and Broward Health for which payment may be made in whole or in part by a federal health care program. Further, by submitting a Statement of Qualifications to this RFQ, the Firm is certifying that the Firm has not been and is not under any investigation or otherwise aware of circumstances that could reasonably be expected to result in the Firm being excluded, debarred, suspended, or otherwise rendered ineligible to participate in any federal or state health care programs (including Medicare and Medicaid).

(b) ***Social, Political, or Ideological Interests in Government Contracting***. In accordance with § 287.05701, Florida Statutes, an awarding body may not request documentation or consider a vendor's social, political, or ideological interests when determining if the Firm is a Responsible Firm, and an awarding body may not give preference to a Firm based on such social, political, or ideological interests. Accordingly, any contract award under this RFQ shall not be based on any such social, political, or ideological interests, and Broward Health shall not require any Firm to provide any documentation concerning any such social, political, or ideological interests.

(c) ***No Benefit to Broward Health Employees and Officers***. Consistent with § 112.313, Florida Statutes, and Broward Health's Policies and Procedures, and unless otherwise permitted under Florida law, no Broward Health employee or officer may have any ownership or monetary interest in, share in the benefits of, or be a part of any contract, either directly or indirectly, concerning this RFQ. Additionally, no Broward Health employee or officer shall personally benefit monetarily or otherwise as a result of entering into any contract related to this RFQ.

(d) ***Conflict of Interest and Ownership Disclosure***. There shall be no dealings between any Firm and Broward Health that might be construed as a conflict of interest. All Firms shall provide Broward Health with any and all information pertaining to any dealings with Broward Health that might be construed as a conflict of interest. Broward Health has adopted, implemented, and codified its Conflict-of-Interest Policy within its General Administrative Policy Manual, Policy No. GA-001-015. As such, by submitting a Statement of Qualifications to this RFQ, all Firms acknowledge and agree to read and abide by Broward Health's Conflict

of Interest Policy, a copy of which is posted on the Broward Health's Current Bidding Opportunities and Information Page provided in the Webpage and Contact Information Section and is incorporated herein by reference. Furthermore, all Firms shall complete Broward Health's Conflict of Interest and Disclosure Questionnaires along with Broward Health's Disclosure for Physician Ownership and Financial Arrangements Questionnaire (available in Broward Health's Vendor Registration System under the "Ownership & Affiliation" tab) as part of its Statement of Qualifications and such Questionnaires and Disclosure Forms are hereby incorporated herein by reference.

(e) ***Public Entity Crimes***. Section 287.133(2)(a), Florida Statutes, provides that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in § 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list created by the Florida Department of Management Services pursuant to § 287.133(3)(d), Florida Statutes. Each Firm shall submit and include with its Statement of Qualifications the Vendor Certification Regarding Public Entity Crimes and Scrutinized Companies form, which is included in the Bid Form Packet and incorporated herein by reference, certifying that the Firm has not been placed on the convicted vendor list within the last 36 months.

(f) ***Scrutinized Companies***. Section 287.135(2)(a), Florida Statutes, prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies or Other Entities that Boycott Israel List, created pursuant to § 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135(2)(b), Florida Statutes, further prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services over one million dollars ($1,000,000) if, at the time of contracting or renewal, the company is on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, both created pursuant to § 215.473, Florida Statutes, or the company is engaged in business operations in Cuba or Syria. Broward Health may waive the foregoing prohibitions if the company meets the conditions provided under § 287.135(4)(a), Florida Statutes, or if Broward Health makes a public finding that, absent such an exemption, Broward Health would be unable to obtain the goods or services for which this RFQ is offered. Accordingly, and consistent with the requirements of § 287.135(5), Florida Statutes, each Firm shall certify and submit with its Statement of Qualifications the Vendor Certification Regarding Public Entity Crimes and Scrutinized

Companies form, which is included in the Bid Form Packet and incorporated herein by reference, that the Firm has not been placed on any of the foregoing lists and is authorized to bid on or submit a Statement of Qualifications in response to this RFQ and, if awarded, enter into a contract to provide the goods or services for which this RFQ is offered.

(g) ***Foreign Countries of Concern***. Section 287.138(4), Florida Statutes, prohibits a governmental entity from accepting a bid on, a proposal for, or a reply to, or entering into a contract with an entity that would grant the entity access to an individual's personal information, as defined in § 501.171(1)(g), Florida Statutes, unless the entity provides the governmental entity with an affidavit signed by an officer or representative of the entity under penalty of perjury attesting that the entity is: (1) not owned by the government of a foreign country of concern, as defined in § 287.138(1)(c), Florida Statutes; (2) the government of a foreign country of concern does not have a controlling interest in the entity; and (3) the entity is not organized under the laws of or have its principal place of business in a foreign country of concern. Accordingly, the Firm with its Statement of Qualifications shall, consistent with the requirements of § 287.138(4), Florida Statutes, and Fla. Admin. Code R. 60A-1.020, submit the Foreign Country of Concern Attestation Form (PUR 1355), which is included in the Bid Form Packet and incorporated herein by reference, attesting to the foregoing.

(h) ***Performance and Payment Security***. Payment and performance bond may be required for this RFQ pursuant to Section 255.05, Florida Statutes, or at the discretion of the Chief Procurement Officer in accordance with Broward Health's Business and Procurement Code. To the extent that performance bond and/or payment bond is required as part of this RFQ, such requirement shall be denoted in the RFQ Summary Page, as amended by any applicable addenda. When payment bond and/or performance bond is required, the Firm shall provide an original or certified copy to Broward Health prior to commencing the work under the project. If any bonds are required, Firms shall have the issuing surety complete the applicable bond form (signed by the surety and the Firm) posted on Broward Health's Current Bidding Opportunities and Information Page at the URL provided in the Webpage and Contact Information Section.

(i) ***Truth-in-Negotiation***. Section 287.055(5)(a), Florida Statutes, requires that for lump-sum or cost-plus-a-fixed-fee professional service contracts over the threshold amount provided in section 287.017 for CATEGORY FOUR, Firms shall execute a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting, and agreeing that the original contract price and any additions thereto shall be adjusted within one year following the end of the contract to exclude any significant sums by which Broward Health determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. Accordingly, to the extent that the award of a contract under this RFQ is for a lump-sum or cost-plus-a-fixed-fee professional service contract over such threshold as provided in the RFQ Summary Page, the Firm, with its submission of its Statement of Qualifications,

shall execute and submit the Truth-in-Negotiation Certificate posted on Broward Health's Current Bidding Opportunities and Information Page at the URL provided in the Webpage and Contact Information Section. This certificate, and the terms therein, shall be incorporated into the final contract with the awarded Firm as provided in further detail in Section IV(27) (Truth-in-Negotiation Certificate).

(3) Preferences and Enhancements Under Florida Law and Broward Health Policy.

In certain circumstances, Broward Health, as a government entity, is required under Florida law to give preference to certain Firms. Likewise, as a special tax district, Broward Health's Board has established Broward Health's Economic and Small Business Development Initiative, which may provide certain Small Business Enhancements to Certified Small Business Vendors. To the extent that a Firm qualifies for one or more of the below-described preferences or enhancements, the Firm must provide Broward Health with documented proof that the Firm meets the requirements prescribed by statute or Broward Health's Policies and Procedures. Accordingly, the following preferences and enhancements may apply to this RFQ.

(a) ***Enhancements for Small Businesses***. Broward Health is committed to encouraging the economic growth and development of small businesses and ensuring the participation of Certified Small Business Vendors in its procurement of goods and services. Such commitment is demonstrated through certain Small Business Enhancements consistent with Broward Health's Board's Economic and Small Business Development Initiative as reflected in Broward Health's Business and Procurement Code and Broward Health's Small Business Development Policy, both of which can be found at the URLs provided in the Webpage and Contact Information Section. To the extent a Small Business Enhancement is applicable to this RFQ, as determined in Broward Health's sole discretion consistent with Broward Health's Small Business Development Policy, it shall be so designated in the RFQ Summary Page, as amended by applicable addenda. Further information regarding any applicable Small Business Enhancements is described in greater detail in Section VII.B(8) (Small Business Enhancements) of this RFQ.

(b) ***Preference to Florida Businesses***. Pursuant to § 287.084, Florida Statutes, purchases of personal property made through competitive solicitation where the lowest responsible and responsive bid, proposal, or reply is by a vendor whose principal place of business is in a state or political subdivision thereof which grants a preference for the purchase of such personal property to a person whose principal place of business is in such state, then a preference shall be awarded to the lowest responsible and responsive vendor having a principal place of business within Florida, which preference is equal to the preference granted by the state or political subdivision thereof in which the lowest responsible and responsive vendor has its principal place of business. In a competitive solicitation in which the lowest bid is submitted by a vendor whose principal place of business is located outside the state and that state does not grant a preference in competitive solicitation to vendors having a principal place of business in that state, the preference to the lowest responsible and responsive vendor having a principal place of business in Florida shall be five percent. To the extent that this

RFQ is a solicitation for personal property, § 287.084(2), Florida Statutes, requires all Firms whose principal place of business is located outside of Florida accompany their written Statement of Qualifications with a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that state to its own business entities whose principal places of business are in that foreign state in the letting of any or all public contracts. Consistent with § 287.084, Florida Statutes, each Firm shall submit the Attestation of Principal Place of Business and Written Legal Opinion under § 287.084 of the Florida Statutes, which is included in the Bid Form Packet and incorporated herein by reference, with such Firm's Statement of Qualifications. More information regarding the Bid Form Packet and all forms to be submitted, along with other applicable instructions, are delineated in Section VII.B(11) (Submission of Forms) of this RFQ.

(c) ***Preference to Businesses with Drug-Free Workplace Programs***. Pursuant to § 287.087, Florida Statutes, whenever two or more bids, proposals, or replies are received for the procurement of commodities or contractual services that are equal in price, quality, and service, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Each Firm, with its Statement of Qualifications, shall submit the Tie-Breaker Eligibility Certification Form, included as part of the Bid Form Packet, indicating whether or not the Firm has implemented a drug-free workplace program consistent with § 287.087, Florida Statutes.

(d) ***Preference to Commodities Manufactured, Grown, or Produced in Florida***. Consistent with § 287.082, Florida Statutes, whenever two or more competitive sealed bids are received, one or more of which relates to commodities (as defined in § 287.012(5), Florida Statutes) manufactured, grown, or produced within Florida, and whenever all things stated in such received bids are equal in price, quality, and service, the commodities manufactured, grown, or produced within Florida shall be given preference. Each Firm, with its Statement of Qualifications, shall submit the Tie-Breaker Eligibility Certification Form, included as part of the Bid Form Packet, indicating whether or not commodities to be provided to Broward Health under this competitive solicitation are manufactured, grown, or produced in Florida in accordance with § 287.082, Florida Statutes.

(e) ***Preference to State Printing***. In accordance with § 283.35, Florida Statutes, Broward Health, when awarding a contract for printing services, shall grant a preference to the lowest Responsible and Responsive Firm having a principal place of business within Florida. The preference shall be five percent if the lowest bid is submitted by a Firm whose principal place of business is located outside Florida and if the printing can be performed in Florida at a level of quality comparable to that obtainable from the Firm submitting the lowest bid located outside of Florida.

(4) Special Conditions and Requirements Applicable to this Particular RFQ.

From time to time, certain RFQs have conditions or requirements which are specifically applicable to the particular RFQ. To the extent that this RFQ contains specific conditions applicable to this solicitation, it shall be delineated below; otherwise, this Section may be disregarded. If any special conditions are provided below, such conditions shall supersede and control over any other conflicting conditions in this RFQ.

(a) **Federally Funded Procurement; Federal Requirements Control**. This RFQ and any resulting contract are funded, in whole or in part, through a federal Hazard Mitigation Grant Program (HMGP) subaward, FEMA Project No. 4673-057-R (FAIN FEMA-DR-4673-FL, CFDA No. 97.039), awarded to Broward Health as Sub-Recipient under Federally-Funded Subaward and Grant Agreement No. H1330 (the "Grant Agreement") with the State of Florida, Division of Emergency Management (the "Division"), as pass-through entity, with a subaward period of performance ending May 31, 2028 (the scope of work so funded or reimbursed, the "Federally Funded or Reimbursed Scope"). Accordingly, this procurement and any resulting contract are subject to the federal procurement standards in 2 C.F.R. §§ 200.317-200.327, all applicable FEMA/HMGP requirements, the applicable terms of the Grant Agreement, and the contract provisions in Appendix II to 2 C.F.R. Part 200, as implemented through the Federal Addendum incorporated into this RFQ as Enclosure 1. Firms are advised that the Project is funded only in part by the HMGP subaward and that a portion of the total Project cost is funded by non-federal sources, including a required local cost-share match. Accordingly, the federal requirements described in this RFQ and the terms and conditions of the Federal Addendum (Enclosure 1) apply to the scope of work that is funded or reimbursed, in whole or in part, with federal financial assistance, and Broward Health reserves the right to identify the federally funded or reimbursed scope. Nothing in this Special Condition limits the awarded Firm's obligation to perform all work in accordance with applicable federal, state, and local law. In the event of a conflict between Broward Health's local procurement policies and the federal requirements for the Federally Funded or Reimbursed Scope, the federal requirements will control to the extent of that conflict.

(b) **Waiver of Geographic and In-State Preferences**. **Domestic Preference.** Consistent with 2 C.F.R. § 200.319(c), no geographic or in-state preference shall be applied under this RFQ. Notwithstanding Section III.A(3)(b) (Preference to Florida Businesses), Section III.A(3)(d) (Preference to Commodities Manufactured, Grown, or Produced in Florida), and Section III.A(3)(e) (Preference to State Printing), no such preference shall be applied in the evaluation, ranking, or award of a contract under this RFQ. Firms whose principal place of business is located outside Florida remain obligated to submit the attestation and written legal opinion required by § 287.084(2), Florida Statutes, but no preference will be awarded on the basis of a Firm's principal place of business or the origin of any commodity. Broward Health may apply a domestic preference for the procurement of materials and products consistent with 2 C.F.R. § 200.322, when applicable, and will document in the procurement file the use and basis for any

such domestic preference, including any applicable federal program-specific domestic content requirements or exceptions.

(c) **Organizational Conflicts of Interest**. Consistent with 2 C.F.R. § 200.319(a), any Firm (including its parent company, affiliates, principals, or proposed subconsultants) that developed or drafted, or assisted Broward Health in developing or drafting, the specifications, requirements, Scope of Work, or evaluation criteria for this RFQ is ineligible to submit a Statement of Qualifications and will not be considered for award. Each Firm must disclose in its Statement of Qualifications any actual, potential, or apparent organizational conflict of interest, and Broward Health reserves the right, at its sole and absolute discretion, to disqualify any Firm on the basis of such a conflict. Broward Health will identify, avoid, and mitigate organizational conflicts of interest ("OCI") for the Federally Funded or Reimbursed Scope consistent with 2 C.F.R. § 200.318(c) and Broward Health's written standards of conduct. Firms must disclose with their Statements of Qualifications any actual, potential, or apparent OCIs, including unequal access to information, impaired objectivity, or biased ground rules, and any relationships with Broward Health personnel involved in this procurement. Broward Health's evaluation, selection, and contract administration personnel must likewise disclose any actual, potential, or apparent conflicts under the written standards of conduct. Broward Health may implement appropriate mitigation measures, obtain written waivers where permissible, or document why a conflict does not pose a risk to the integrity of the procurement. Failure to disclose may result in disqualification or other appropriate remedies consistent with applicable law and the written standards of conduct.

(d) **Small Business Participation for the Federally Funded Project**. This RFQ and any resulting contract are funded or reimbursed, in whole or in part, with federal financial assistance and, consistent with Special Condition III.A(4)(a), the Small Business Enhancements and Certified Small Business Vendor Subcontracting Requirements otherwise available under Broward Health's Economic and Small Business Development Initiative shall be administered for this RFQ only as set forth in this Section and in a manner consistent with 2 C.F.R. §§ 200.319 and 200.321.

(i) **No Small Business Scoring Enhancement for this RFQ.** No Small Business Scoring Enhancement has been approved or applied to this RFQ, as reflected in Section I. (Small Business Enhancements) of the RFQ Summary Page. Accordingly, no evaluation points or other scoring preference will be awarded, added, or adjusted on the basis of a Firm's small business status, certification, or participation, and small business status shall not be a factor in the evaluation, ranking, or award of any contract under this RFQ. In lieu of a scoring preference, Broward Health will advance small business participation through the affirmative steps set forth in 2 C.F.R. § 200.321.

(ii) **Subcontracting Utilization Administered as a Good-Faith Participation Goal.** Although Section J of the RFQ Summary Page identifies a Certified

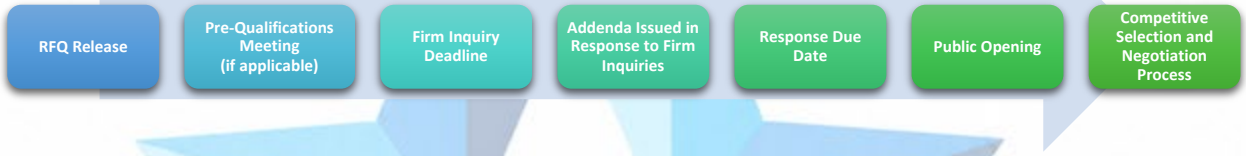
Small Business Vendor Subcontracting Requirement and a Utilization Percentage, that requirement and Utilization Percentage shall be administered solely as a good-faith participation goal under 2 C.F.R. § 200.321 and not as a mandatory requirement. The mandatory-utilization, default, and liquidated-damages provisions of Section IV(26) (including Section IV(26)(e)) shall not apply, and any RFQ or Agreement term characterizing the Utilization Percentage as mandatory, as a condition of responsiveness or responsibility, as a condition of default, or as subject to liquidated damages is void and of no effect. The awarded Firm's sole obligations are to undertake and document the affirmative steps set forth in 2 C.F.R. § 200.321 and to comply with the reporting requirements of Section IV(26)(g), and the awarded Firm's documented good-faith efforts to meet the goal shall satisfy this requirement, with no penalty or liquidated damages attaching for failure to achieve the goal. Solely for purposes of this good-faith participation goal and the related affirmative-steps documentation, and not as a Small Business Enhancement under Broward Health's Economic and Small Business Development Initiative, participating small, minority, women's, veteran-owned, and labor surplus area firms shall be identified and counted consistent with the definitions and requirements of 2 C.F.R. § 200.321.

(iii) **No Geographic or Local Preference; Full and Open Competition.** Notwithstanding any provision of Broward Health's Economic and Small Business Development Initiative, no geographic or local preference, including the "Local Business Enterprise" preference and the county-based "Priorities for Award" tie-breaker, shall be applied in the evaluation, ranking, or award of any contract under this RFQ, and no requirement of this RFQ shall be applied in a manner that restricts full and open competition, consistent with 2 C.F.R. § 200.319. Firms whose principal place of business is located outside Florida shall compete on equal terms.

(iv) **Reservation.** If Broward Health elects, by addendum, to apply any small business enhancement to this RFQ, such enhancement shall be awarded on the basis of a Firm's small business status and not its geographic location or principal place of business; shall be limited to Firms holding a current small business certification recognized under Broward Health's Economic and Small Business Development Initiative (that is, certified by Broward Health or a Broward Health Certification Partner, including the U.S. Small Business Administration and SBA-approved third-party certifiers and the U.S. Department of Transportation Unified Certification Program), regardless of whether the Firm's principal place of business is located in Florida; and shall in all respects be applied in a manner that does not restrict full and open competition and that recognizes equivalent certifications valid under applicable federal, state, or local law.

B. The RFQ Process

The RFQ process consists of several stages. This Section describes the stages of the RFQ process, which are as follows:



(1) **RFQ Release**. This RFQ document and all supplemental documentation (including any applicable current and future issued addenda) are publicly available for viewing and download at the Broward Health's Current Bidding Opportunities and Information Page provided in the Webpage and Contact Information Section.

(2) **Pre-Qualifications Meeting**. To the extent applicable, a Pre-Qualifications Meeting related to this RFQ may be held following the RFQ Release. If a Pre-Qualifications Meeting is going to be held it shall be so designated in the RFQ Summary Page along with the time, date, and location of such Pre-Qualifications Meeting and whether or not attendance is mandatory (all as amended by applicable addenda). Firms that fail to attend a mandatory Pre-Qualifications Meeting may be deemed non-Responsive Firms, resulting in rejection of the Firm's Statement of Qualifications by Broward Health. Because subsequent Pre-Qualifications Meetings may not be scheduled, Firms are permitted, but are not required, to bring subcontractors to the Pre-Qualifications Meeting. All Firms wishing to attend a Pre-Qualifications Meeting must RSVP by emailing the Bids Department Email provided in the Webpage and Contact Information Section with "RSVP – Pre-Qualifications Meeting for [RFQ Title and Number]" in the email's subject line. It is recommended that Firms bring a copy of this RFQ document to any scheduled Pre-Qualifications Meeting.

(3) **Firm Inquiry Deadline**. Prior to the Firm Inquiry Deadline, interested Firms may ask questions or raise issues concerning the RFQ process and/or the Scope of Work. All questions or issues must be emailed to the Bids Department Email provided in the Webpage and Contact Information Section no later than the Firm Inquiry Deadline listed in the RFQ Summary Page (as amended). Questions received through any other method or after the Firm Inquiry Deadline may not be addressed.

(4) **Addenda Issued in Response to Firm Inquiries**. Broward Health will respond to all timely received inquiries by issuing written addenda to this RFQ. All issued addenda will be posted and made available to all Firms at Broward Health's Current Bidding Opportunities and Information Page, which is provided in the Webpage and Contact Information Section. Firms are solely responsible for periodically checking Broward Health's Current Bidding Opportunities and Information Page to verify whether any addendum was issued. Each Firm must, with its Statement of Qualifications, acknowledge all addenda issued under this RFQ via the Addendum Acknowledgement Form included in the Bid Form Packet. If any addenda are issued for this RFQ and the Firm fails to submit the Addendum Acknowledgement Form with the Firm's Statement of Qualifications, the Firm will be contacted by the Bids Department and given two business days to submit the Addendum Acknowledgement Form. Failure to submit the Addendum Acknowledgement Form when

an addendum is issued or to acknowledge all addenda issued for this RFQ in the Addendum Acknowledgement Form may result in rejection of the Firm's Statement of Qualifications. Please see Section III.A. (Rules Governing this RFQ) for additional rules and guidelines about communications with Broward Health concerning this RFQ.

(5) **Response Due Date**. All Statements of Qualifications must be received no later than the Response Due Date and time provided on the RFQ Summary Page, as amended by applicable addenda. Statements of Qualifications that are not correctly uploaded or not received by Broward Health's Bids Department by the Response Due Date (unless amended via an addendum), or any Statements of Qualifications that are emailed, sent by facsimile, or uploaded to the incorrect file repository may not be accepted or considered. Any disputes regarding the timely or proper receipt of a Statement of Qualifications shall be decided in favor of Broward Health.

(6) **Public Opening**. The Public Opening will be held on the date, time, and location specified on the RFQ Summary Page, as amended by applicable addenda. There is no Firm participation during the Public Opening, and attendance is not required. While the public may attend the Public Opening, any Statements of Qualifications submitted may not be reviewed by any member of the public until such Statements of Qualifications are no longer exempt from disclosure pursuant to Florida's Public Records Law.

(7) **Competitive Selection and Negotiation Process.** The following process will take place after the Public Opening. Firms may be contacted for clarification or additional documentation at any time during this process. As provided in Section III.A(1)(p) (Requests for Information, Documents, and Clarification), at any time during the RFQ process, the Bids Department may request that Firms provide additional documentation and information, and such documentation and information may be used to ascertain the most qualified Firms. If only one Statement of Qualification is submitted pursuant to this RFQ, Broward Health, at its sole discretion, may award the sole responding Firm with a contract without formally engaging in the Competitive Selection and Negotiation Process.



(a) ***Competitive Selection Stage.*** The "Competitive Selection Stage" is the first stage of the RFQ evaluation process and consists of three phases: (i) evaluation of Firms' qualifications, (ii) discussions or oral presentations, and (iii) aggregating the scores to determine the Firms' final rankings. Firms should not submit any pricing proposals during the Competitive Selection Stage and any such pricing submitted during this stage shall not be considered.

(i) Evaluations of Firms' Qualifications. Following the Public Opening, all timely submitted Statements of Qualifications, together with any other current statements of qualifications and performance data on file at Broward Health, shall be distributed to each member of the Selection

Committee. Each Selection Committee member shall review such materials to determine the Firms' responsiveness and responsibility, as well as the completeness, accuracy, and content of the Statements of Qualifications. Following each Selection Committee member's individual review, the Selection Committee shall convene in one or more public meetings to collectively evaluate each Firm based on its qualifications; the ability and adequacy of the Firm and its professional personnel; ability to furnish the required services; past record and performance; willingness to meet time and budget requirements; recent, current, and projected workloads; and approach to the Project. Each Selection Committee member shall score the Firms in accordance with the Competitive Selection Criteria set forth in the RFQ Summary Page, as amended. The Bids Department shall use the scores to rank and shortlist the Firms in order of preference, and at least three Shortlisted Firms (unless fewer than three submit Statements of Qualifications) shall be engaged for discussions or oral presentations. Notwithstanding the foregoing, and consistent with Special Condition III.A(4)(d) and 2 C.F.R. § 200.319, the Selection Committee shall not evaluate or score a Firm on the basis of its location or principal place of business, and, because no Small Business Scoring Enhancement has been approved or applied to this RFQ (see Special Condition III.A(4)(d)(i)), the Selection Committee shall not award any points or preference, or otherwise consider, a Firm's small business status, certification, or participation in the evaluation, ranking, or award under this RFQ.

(ii) Discussions or Oral Presentations. Shortlisted Firms shall be notified of their status and engaged for discussions or invited to make oral presentations, or both, regarding their qualifications, approach to the Project, and ability to furnish the required services. The sole purpose of such discussions and/or presentations is to assist the Selection Committee in establishing the final ranking. Shortlisted Firms shall be notified of the date, time, and location of the discussions and/or presentations, the order of which shall be determined at the sole discretion of the Bids Department. A Shortlisted Firm that fails to attend at its scheduled time may be deemed non-responsive and disqualified from further consideration. Final ranking shall occur following completion of the discussions and/or presentations. Firms shall be solely responsible, and Broward Health shall not be liable, for any costs incurred in connection with the discussions and/or presentations, and nothing herein confers any Firm the right to participate in discussions or oral presentations.

(iii) Aggregated Scoring and Ranking. Following the completion of the discussions and/or oral presentations of the Shortlisted Firms, each member of the Selection Committee shall submit their scores to the Bids Department. The Bids Department shall then combine, calculate, and tally all of the Shortlisted Firms' scores, consistent with the weighted

allocations outlined in Section E. (Aggregated Scoring and Ranking – Distributed Weight of Evaluation of Firms' Qualifications and Discussions or Oral Presentations) of the RFQ Summary Page (as amended), to determine the final ranking of the Firms.

(b) ***Competitive Negotiation Stage***. The final ranking shall be reviewed by the Chief Procurement Officer or designee, and notices of award and non-award shall be issued to the Shortlisted Firms and published on Broward Health's Current Bidding Opportunities and Information Page. Upon issuance of such notices, the RFQ process shall enter the "Competitive Negotiation Stage." During the Competitive Negotiation Stage, the Bids Department shall request a proposal for compensation from the highest-ranked Firm, and Broward Health shall negotiate a contract at compensation it determines to be fair, competitive, and reasonable, based on a detailed cost analysis and consideration of the scope and complexity of the Professional Design Services. Should Broward Health be unable to negotiate a satisfactory contract with the highest-ranked Firm at a price Broward Health determines to be fair, competitive, and reasonable, negotiations with that Firm shall be formally terminated. Broward Health shall then undertake negotiations with the second ranked Firm. Failing accord with the second ranked Firm, Broward Health shall terminate negotiations. Broward Health shall then undertake negotiations with the third ranked Firm. Broward Health shall repeat this process with the remaining ranked Shortlisted Firms in the order of their ranking. Should Broward Health be unable to negotiate a satisfactory contract with any of the Shortlisted Firms, Broward Health shall either select additional Firms in the order of their competence and qualification and continue negotiations in the same manner until an agreement is reached or cancel this RFQ and reissue (or not reissue) this RFQ. Notwithstanding the foregoing, Broward Health reserves the right to award multiple contracts among the top-ranked Responsible and Responsive Firms, and Broward Health reserves the right, at its sole and absolute discretion, and for any or no reason, to reject all Statements of Qualifications and reissue (or not reissue) this RFQ.

C. **Order of Precedence**. Because each RFQ has its own unique characteristics, sometimes terms in a particular subsection of this Section III. (Information Concerning the RFQ Process) may be added or modified, and, in such circumstances, may conflict with other terms and conditions in this Section. To that end, in the case of a conflict between any of the terms and conditions in this Section III., the order of precedence shall be as follows: (a) for any Federal Project, the Federal Addendum (Enclosure 1) and the applicable federal requirements described in Section III.A(4) (Special Conditions and Requirements Applicable to this Particular RFQ); (b) Section III.A(2) (Compliance and Legal Related Matters); (c) Section III.A(3) (Preferences and Enhancements Under Florida Law and Broward Health Policy);; (d) Section III.A(1) (General Provisions Governing this RFQ); and (f) Section III.B. (The RFQ Process).

Section IV. BROWARD HEALTH'S GENERAL TERMS AND CONDITIONS

Unless otherwise explicitly stated below, the following terms and conditions represent the minimum mandatory terms and conditions that shall apply to and become a part of any agreement or contract entered into as a result of this RFQ. For any Federal Project, the Federal Addendum (Enclosure 1) is also incorporated into and made a part of these General Terms and Conditions as a mandatory minimum term, and, as provided in Section IV(35) (Federal Reimbursement Contractual Requirements and Provisions) and in the Federal Addendum, the Federal Addendum shall control to the extent it conflicts with, modifies, alters, or changes any provision of the Agreement. For the Federally Funded or Reimbursed Scope, the final Agreement will also include the applicable terms of the Grant Agreement (as defined in Special Condition III.A(4)(a)), including those terms required to be included in contracts and subcontracts funded under the Grant Agreement, and Firms acknowledge that such terms are mandatory minimum terms. The final Agreement shall be negotiated with the awarded Firm pursuant to § 287.055, Fla. Stat., and may include additional terms, conditions, and specifications beyond those set forth in this Section IV. By submitting a Statement of Qualifications, Firms acknowledge and agree that the final Agreement will include, at a minimum, the terms and conditions set forth in this Section IV., and further agree to negotiate in good faith toward the execution of a final Agreement. Broward Health may consider incorporating proposed terms and conditions submitted by the awarded Firm, provided such proposed terms do not conflict with, alter, or modify the mandatory minimum terms set forth herein. The term "Contractor" in this Section IV. shall mean the awarded Firm of this RFQ and "Agreement" shall mean the contract entered into between Broward Health and such awarded Firm. Broward Health and Contractor may be individually referred to as a "Party" and collectively as the "Parties."

(1) **Tax-Exempt Status**. Broward Health is a tax-exempt entity (Florida Consumer's Certificate of Exemption No. 85-8017654736C-4) and is not obligated to pay sales, use, or other similar taxes. If Broward Health is not exempt for a particular tax, it will reimburse Contractor for those taxes. Contractor shall assume full responsibility for payment of all federal, state, and local taxes or contributions imposed or required under unemployment insurance, Social Security, and income tax laws, with respect to Contractor's performance of this Agreement.

(2) **Travel Expenses**. Reimbursement, if any, of travel expenses under this Agreement is subject at all times to Broward Health's Policies and Procedures including Broward Health's travel policy. A copy will be provided to Contractor upon request.

(3) **Payment**. Contractor shall submit original invoice to Broward Health no later than sixty (60) days following the month in which services or goods were provided by Contractor. Invoices shall be sent to 1608 SE 3rd Avenue, Fort Lauderdale, Florida 33316, Attn: Accounts Payable, and, unless otherwise set forth in the Agreement, correctly submitted and undisputed invoices shall be payable forty-five (45) days after Broward Health's receipt. Invoices submitted past sixty (60) days ("Overdue Invoices") may be deemed waived, not be accepted by Broward Health, and Broward Health reserves the right not to pay any Overdue Invoices. All invoices shall include the following information as applicable: contract number, purchase order number, and description of the supplies, products, equipment, software, or services to be furnished here under as a line item with prices. Transportation when not FOB destination shall appear as a separate itemized item on the invoice. All payment terms shall be subject to Florida's Local Government Prompt Payment Act, § 218.70, *et seq.*, Florida Statutes. Broward Health reserves the right to reject any invoice that fails to adequately describe the services rendered, goods supplied, and/or travel expenses incurred by Contractor. In the event Broward Health rejects an invoice, Contractor shall submit a revised invoice within twenty (20) days of receiving the rejected invoice, and, if the revised invoice is undisputed, it shall be payable forty-five (45) days after Broward Health's receipt. Upon written notice to Contractor, payment may be withheld, in whole or in part, for Contractor's failure to comply with a term, condition or requirement of the Agreement. Thereafter, the withheld amounts shall be paid upon Contractor's satisfactory demonstration of compliance to Broward Health. All amounts paid by Broward Health to Contractor shall be subject to audit by Broward Health.

(4) **Termination**. Unless a different length of time is otherwise agreed to by Contractor and Broward Health, Broward Health may terminate this Agreement without cause upon ninety (90) days written notice to Contractor. Further, this Agreement may be terminated by either Party for cause. For purposes of this Agreement, "cause" shall mean any act or omission of either Party which is contrary to the other's business interests, reputation, or good will, or for any material breach of this Agreement, and failure to cure such breach within fifteen (15) days following written notice of such breach. Notwithstanding the foregoing, if Broward Health seeks to terminate this Agreement for cause, and Broward Health determines at its sole discretion that the event giving rise to the "cause" determination cannot be remedied or cured, then no cure period will be provided, and Broward Health may immediately terminate this Agreement without any cost, liability, penalty, or imposition of damages. In the event that this Agreement is terminated early for any reason, within thirty (30) days of the termination effective date, Contractor shall reimburse Broward Health for the unused portion of any advance payments made to Contractor by Broward Health in amounts that will be pro-rated. Upon the termination of this Agreement as provided herein, neither Party shall have any further obligation hereunder except for (i) obligations accruing prior to the date of termination; and (ii) obligations, promises, and/or covenants contained herein, which are expressly made to extend beyond the term, including without limitation, indemnities and professional insurance coverage.

(5) **Owner-Direct Purchases**. Because Broward Health is a tax-exempt entity, rather than reimburse Contractor for the costs of the materials or supplies, which would include sales tax, Broward Health may determine, at its sole and absolute discretion, it is in its best interests to use its tax-exempt status to purchase materials or supplies on its own directly from its own suppliers or from suppliers or subcontractors designated by Contractor. Contractor understands and agrees that in such event, Broward Health shall deduct from the Agreement the cost of the materials and supplies and the amount of sales tax that would have been owed if Contractor had made the purchase or the actual amount stipulated in the Agreement for such materials or supplies.

(6) **Pricing**. For professional design services procured under § 287.055, Fla. Stat., Contractor represents that the compensation is fair, competitive, and reasonable in accordance with the detailed cost analysis required under such statute. For all other services and goods, Contractor represents that the price charged to Broward Health shall be as low as, or lower than, the prices charged to Contractor's most favored customer for comparable quantities under similar terms and conditions.

(7) **Discounts**. In connection with any discount offered by Contractor, discounts will be computed from date of delivery of the supplies, products, equipment, software, or services to the point of destination. Where acceptance of the supplies, products, equipment, software, or services for compatibility or operability is necessary, discounts will be computed from the date of acceptance. All such discounts shall comply with federal and state law including, but not limited to, the Federal Anti-Kickback Statute (42 U.S.C. § 1320a-7b(b)) and its safe harbors promulgated at 42 C.F.R. § 1001.952.

(8) **Gratuities**. Broward Health, may by written notice to Contractor, terminate the right of Contractor to proceed under this Agreement if it is found after notice and hearing by either the Chief Compliance and Ethics Officer or the Office of the General Counsel that gratuities in the form of entertainment, gifts, monies, or ownership were offered or given by Contractor, or any agent or representative of Contractor, to any officer or employee of Broward Health, with a view toward securing a contract or securing favorable treatment with respect to the awarding, or amending, or the making of any determination with respect to the performance of such contract.

(9) **Compliance and Ethics Program**. Contractor acknowledges that Broward Health has adopted a program to facilitate its compliance with laws and regulations ("Compliance and Ethics Program"). Contractor agrees to participate in Broward Health's Compliance and Ethics Program including, but not limited to, adherence to the Code of Conduct and all applicable written policies, procedures and guidelines of Compliance and Ethics Program, all as may be amended from time to time. Such codes, policies, procedures, and guidelines are incorporated herein by reference and can be found on Broward Health's website at https://www.browardhealth.org/about-broward-health/corporate-compliance-and-ethics/policies-procedures.

(10) **Ownership, Financial & Conflict Forms**. Broward Health, as a special district, may require Contractor to submit financial disclosures, conflict of interest

forms, ownership disclosure forms, and other compliance documents ("Disclosure Forms") as a precondition to entering into a contract with Broward Health. If requested and applicable, all Disclosure Forms submitted by Contractor to Broward Health within six (6) months of the Effective Date of the Agreement are hereby incorporated herein by reference. In the event any information listed in the Disclosure Forms submitted by Contractor to Broward Health creates an actual or perceived conflict of interest, such conflict will be reviewed and managed as appropriate given the scope of the Agreement. Failure of Contractor to adhere to any agreed-upon management plan shall constitute a material breach of the Agreement.

(11) **Compliance with Laws**. Contractor is familiar with and shall comply with all federal, state, and local laws, ordinances, rules and regulations applicable to the supplies, products, equipment, software, or services furnished under or pursuant to this Agreement. The Parties acknowledge that there is no obligation of Contractor or any of Contractor's officers, employees, agents, or affiliates to refer patients to Broward Health or any affiliate of Broward Health, and there is no obligation of Broward Health to refer patients to Contractor or any of Contractor's officers, employees, agents, or affiliates. The Parties intend to comply with 42 U.S.C. § 1320a-7b(b) (the Federal Anti-Kickback Statute), 42 U.S.C. § 1395nn (the Stark Law), and all other federal or state laws and regulations governing fraud and abuse or self-referrals under federal or state health care programs, as such provisions may be amended from time to time. This Agreement shall be construed in a manner consistent with compliance with such statutes and regulations, and the Parties hereto agree to take such actions necessary to construe and administer this Agreement in accordance therewith.

(12) **Changes in Law**. In the event that there is a change in a statute, regulation or the application or interpretation thereof, or the adoption of new legislation which may otherwise make this Agreement illegal or unenforceable, the Parties agree to use their best efforts to agree upon modifications to this Agreement which will make it legal and enforceable. If after using best efforts, the Parties are unable to reach any such agreement, then either Party may terminate this Agreement upon thirty (30) days written notice to the other Party. In the event there is a change in a statute, regulation or the application of interpretation thereof, or the adoption of new legislation which materially affects Broward Health's health care delivery system, the Parties agree to use their best efforts to agree upon modifications to this Agreement which will allow a health care delivery system by Broward Health, which is consistent with latest trends and beneficial to the community. If, after using best efforts, the Parties are unable to reach any such agreement, then either Party may terminate this Agreement upon thirty (30) days written notice to the other Party.

(13) **Access to Books and Records**. To the extent applicable, in accordance with Section 1861(v)(1) of the Social Security Act (codified at 42 U.S.C. § 1395x(v)(1)), as amended by Section 952 of the Omnibus Reconciliation Act of 1980 (Pub. L. 96-499), and its implementing regulations at 42 C.F.R. § 420.300 *et seq.*, until the expiration of four (4) years after the furnishing of services pursuant to any agreement, Contractor shall, upon receipt of a written request, make available to the Secretary of the U.S. Department of Health and Human Services, the Comptroller General, and their duly authorized representatives, any agreement, books, documents, and records of Contractor that are necessary to certify the nature and extent of costs incurred by Broward Health under any agreement. If Contractor carries out any of the duties of any agreement through a subcontract with a value or cost of $10,000 or more over a 12-month period, with a related organization, such subcontract shall contain a clause that the related organization, upon receipt of a written request, shall make available to the Secretary of the U.S. Department of Health and Human Services, the Comptroller General, and their duly authorized representatives, the subcontract, and books, documents, and records of such organization that are necessary to verify the nature and extent of costs incurred by Broward Health by reason of the subcontract. Notwithstanding the foregoing, for any Federal Project, Contractor shall also comply with the records retention and access requirements of the Federal Addendum (Enclosure 1), which require retention of records for at least five (5) years and which shall control to the extent they conflict with this Section.

(14) **Equal Opportunity Employment**. Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin, and will take affirmative steps to ensure that applicants and employees are treated fairly during employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national

origin. Such action shall include but shall not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor shall comply with all applicable federal, state, and local equal employment opportunity and nondiscrimination laws, including, without limitation, Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000e et seq.), and the Florida Civil Rights Act of 1992, as amended, together with any equal employment opportunity or nondiscrimination requirements applicable to federally assisted contracts under 2 C.F.R. Part 200 and the Federal Addendum (Enclosure 1).

(15) **Inspection and Acceptance**. Inspection and acceptance of supplies, products, equipment, software, or services to be furnished hereunder shall be made by representatives of Broward Health at a point of destination by the receiving facility. Unless a detailed technical inspection is necessary, this inspection will generally consist of a visual examination of the type, kind, quantity, damage, operability, packaging, and marking.

(16) **Warranty and Indemnification**. To the fullest extent permitted by law, Contractor shall indemnify, defend, and hold harmless Broward Health and its commissioners, officers, employees, and agents, and the State of Florida, Division of Emergency Management, from and against any and all claims, damages, losses, liabilities, and expenses (including reasonable attorneys' fees and court costs) but only to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of Contractor or its officers, employees, agents, or subcontractors in the performance of the Work under this Agreement. This indemnification obligation shall not require Contractor to indemnify Broward Health for Broward Health's own negligence, except to the extent permitted by Section 725.08, Florida Statutes. If any portion of this provision is determined to be unenforceable under applicable law, it shall be modified to the minimum extent necessary to comply with such law, and the remainder shall remain in full force and effect. This provision shall survive completion of the work on the project and termination of this Agreement.

(17) **Insurance**. Contractor shall, at all times during the initial term and any renewal term of this Agreement maintain at its cost the following minimum insurance coverage, from an insurer acceptable to Broward Health, with at least an "A" rating from A.M. Best's Key Rating Guide. The following have been established by Broward Health as acceptable coverage and limits. Any deviations from the limits and coverage may be negotiated but must be approved in writing by Broward Health.

Comprehensive General Liability	$1 million per occurrence/ $2 million aggregate
Professional Liability (Policy must cover the Contractor and all of its employees, subcontractors and subconsultants, and agents performing services)	$1 million per occurrence/ $2 million aggregate
Workers' Compensation/ Employer's Liability	Statutory Limits/$1 million
Automobile (owned, non-owned & leased)	$1 million
Umbrella Liability	$1 million
Pollution	$1 million

Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to the same insurance requirements as Contractor. Contractor shall name Broward Health as an additional insured on its Comprehensive General Liability, Automobile Liability, and Umbrella Liability policies, and provide Broward Health with a certificate of insurance evidencing the foregoing prior to the execution of the final Agreement. All policies shall contain a provision that the insurer shall give Broward Health at least thirty (30) days written notice prior to cancelling, terminating, or reducing the amount of Contractor's insurance. Contractor hereby agrees to waive any right of subrogation against Broward Health for losses arising from work performed by Contractor for Broward Health.

(18) **Broward Health Property**. Property owned by Broward Health is the responsibility of Broward Health, and any such property furnished to a Contractor for repair, modification, study, delivery, etc., shall remain the property of Broward Health. Any damage to such property occurring while in the possession of or while en route to Contractor shall be the responsibility of Contractor. In the event that such property is destroyed or declared a total loss, Contractor shall be responsible for the replacement

of the property at the current book value at the time of loss.

(19) **Contractor Warranties**. Contractor hereby represents and warrants to Broward Health that:

(a) Contractor and its directors, officers, employees, agents, affiliates, and subcontractors performing services or obligations under the Agreement (collectively, "Employees") have not engaged in, and during the Term of this Agreement shall not engage in, any activities prohibited under the Federal Anti-Kickback Statute (42 U.S.C. §§ 1320a-7, 1320a-7a, and 1320a-7b) and its regulations, the Stark Law (42 U.S.C. § 1395nn) and its regulations, and any related state or local statutes or regulations, or rules of professional conduct.

(b) Neither Contractor nor its Employees performing services or obligations under this Agreement are or have been excluded, debarred, suspended, or has been otherwise determined to be, or identified as, ineligible to participate (including revocation of enrollment and billing privileges) in any federal or state health care program, including but not limited to, the Medicare and Medicaid Programs, nor has Contractor or any Employees received notice that they are to be excluded, debarred, suspended or otherwise determined to be, or identified as, ineligible to participate (including revocation of enrollment and billing privileges) in any federal or state health care program. Neither Contractor nor any Employees further have received any information or notice, or has become aware, by any means or methods, that Contractor or any Employees are the subject of any investigation or review regarding Contractor's or any Employees' participation in any federal or state health care program or is subject to investigation related to his or her conduct as an employee of a public entity.

(c) Contractor has not employed or retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement and has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For a breach or violation of this provision, Broward Health shall have the right to terminate this Agreement without liability, at its discretion, or to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift, or consideration.

(d) Contractor shall provide the names and any other information requested by Broward Health of any and all Contractor's Employees and subcontractors who will be performing any services or obligations pursuant to this Agreement. Contractor's use of any Employee or subcontractor is subject to the prior written consent of Broward Health, at its sole discretion. All subcontractors must be registered in Broward Health's Vendor Registration System.

(e) Contractor agrees to notify Broward Health in writing immediately, but in no event more than one (1) business day, after it becomes actually aware (or should have been aware) that any of the foregoing warranties have changed.

(f) Contractor acknowledges and understands that the failure to comply with the foregoing constitutes a material breach of the Agreement and that Broward Health may determine, at its sole discretion, and notwithstanding any other provision of the Agreement to the contrary, that the material breach may not be able to be cured. In such event, Broward Health may immediately terminate the Agreement.

(20) **Public Records**. Contractor has been advised that Broward Health is, and all records created or received by Broward Health are, subject to Florida's Public Records Law, § 119.01, *et seq.*, Florida Statutes, and Contractor agrees to maintain all records necessary to comply with the requirement of Florida's Public Records Law and comply with all Broward Health Policies and Procedures in observing the requirements of Florida's Public Records Law. In the event of a request for public records created or received pursuant to the Agreement, Contractor shall be solely responsible for any legal actions necessary to defend an assertion of a trade secret or other exemption from public records disclosure. Broward Health bears no responsibility regarding the confidentiality of any of Contractor's trade secret or proprietary materials in Broward Health's possession other than the aforementioned. Furthermore, Broward Health is expressly not precluded from utilizing any Contractor trade secret

or proprietary materials for necessary operations, contracting, purchasing, and reporting to national pricing databases. To the extent Contractor meets the definition of a "contractor" under § 119.0701, Florida Statutes, Contractor agrees to comply with the Florida's Public Records Law and agrees to:

(a) Keep and maintain public records that ordinarily and necessarily would be required by Broward Health in order to perform the services under the Agreement.

(b) Upon request from Broward Health's Public Records Custodian, provide Broward Health with a copy of any requested public records or provide the public with access to the requested public records to be inspected or copied within a reasonable time on the same terms and conditions that Broward Health would provide the records and at a cost that does not exceed the cost provided in ch. 119, Florida Statutes, or as otherwise provided by law.

(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 Agreement's term and following completion of the Agreement if Contractor does not transfer the public records to Broward Health.

(d) Upon completion of the Agreement, transfer, at no cost to Broward Health, all public records in possession of Contractor or keep and maintain public records required by Broward Health to perform the services required under the Agreement.

(e) If Contractor transfers all public records to Broward Health upon completion of the Agreement, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

(f) If Contractor keeps and maintains public records upon completion of the Agreement, Contractor shall meet all requirements for retaining public records pursuant to Florida laws and regulations and Broward Health's Policies and Procedures.

(g) All records stored electronically must be provided to Broward Health, upon request from Broward Health's Public Records Custodian, in a format that is compatible with the information technology systems of Broward Health.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954) 473-7303, PublicRecordsRequest @browardhealth.org, or North Broward Hospital District d/b/a Broward Health, 1800 NW 49th Street, Fort Lauderdale, FL 33309.

(21) **Confidentiality**. Contractor recognizes that it must conduct its activities in a manner designed to protect any information concerning Broward Health, and Broward Health's affiliates, clients, and partners (such information hereafter referred to collectively as "Broward Health Information") from improper use or disclosure. Contractor agrees to treat Broward Health Information on a confidential basis. Contractor further agrees that it will not, and Contractor's Employees will not, disclose any of Broward Health Information to any person, firm or corporation without Broward Health's prior written consent except: (i) to authorized representatives of Broward Health, or (ii) to Contractor's Employees who have a need to access such Broward Health Information to perform the services or furnish the products contemplated hereunder. Contractor shall be subject to all Broward Health obligations relating to compliance with confidentiality laws and the confidentiality of protected health information ("PHI"), as such term is defined under the Privacy Rule of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). Contractor acknowledges and agrees to comply with the statutory and regulatory requirements of HIPAA, the Health Information Technology for Economic and Clinical Health Act of 2009 ("HITECH Act"), and the Florida Information Protection Act of 2014. § 501.171, Florida Statutes ("FIPA"), all as amended from time to time, and all of which are incorporated herein by reference and made a part of this Agreement, as if they were printed in full herein.

Contractor shall not disclose PHI to any other individual unless otherwise permitted or required by the Agreement or as required by law. Contractor shall ensure that each of Contractor's Employees is properly trained in the substance and importance of complying with HIPAA, the HITECH Act, and FIPA requirements mentioned above, including the duty to avoid viewing stored materials except as expressly necessary to carry out legitimate job duties. To the extent Broward Health discloses PHI to Contractor under this Agreement, Contractor shall execute a Business Associate Agreement consistent with the requirements of HIPAA and in a form acceptable to Broward Health. If Broward Health discloses to Contractor a "Limited Data Set," as such term is defined under the HIPAA Privacy Rule, Contractor shall execute a Data Use Agreement consistent with the requirements of HIPAA and in a form acceptable to Broward Health.

(22) **Florida Information Protection Act**. To the extent applicable, Contractor agrees and understands that the services and/or goods provided under the Agreement may consist, at least in part, of "customer records" that contain "personal information," both as defined under FIPA. Accordingly, as required under FIPA, Contractor agrees to implement safeguards to protect customer records containing personal information, in whatever form retained and stored, from a breach of security. If customer records in Contractor's possession are breached in the manner set forth in FIPA, Contractor shall immediately notify Broward Health as indicated herein, and Contractor shall work with Broward Health as required by FIPA to assist in any of the following actions: (a) Investigate the alleged breach and determine if an actual breach has occurred, which may include the use of law enforcement officials as needed and as determined by Broward Health; (b) Provide notice to any and all consumers whose personal information has been breached; (c) Provide any and all other notices to governmental agencies that may be applicable under FIPA, if a breach has reached a particular threshold as defined in FIPA, which may include but is not limited to credit reporting agencies and the Florida Department of Legal Affairs; (d) Ensure that Contractor's third-party agents are made aware of FIPA and the requirement to comply with FIPA; and (e) Require that any third-party agent that stores customer records of Broward Health and that experiences a breach immediately notifies Broward Health and works with Contractor and Broward Health as outlined herein. The procedures specified herein shall not supersede any requirements specified under FIPA, and the provisions of FIPA, as amended from time to time, shall prevail in the event of any conflict.

(23) **Storage of Patient Information**. Pursuant to § 408.051(3), Florida Statutes, Contractor certifies that, to the extent that it may store any patient information accessed pursuant to the Agreement, such patient information stored in either a physical or virtual environment (including through a third-party or subcontracted computing facility or an entity providing cloud computing services) shall be physically maintained in the continental United States or its territories or Canada.

(24) **Payment Card Industry Data Security Standard**. To the extent applicable, should Contractor store, process or transmit payment cardholder data, Contractor is solely responsible, at its own cost, for complying at all times with the most recent version of the Payment Card Industry Data Security Standard ("PCI DSS"), including without limitation, establishing its own secure network and/or server connection for such storage, processing and transmission of payment cardholder data. Contractor shall provide Broward Health with adequate documentation, including, without limitation, from its bank or financial institution or merchant services provider, to confirm that its process meets and is compliant with the PCI DSS standards, and shall confirm continuing compliance upon request by Broward Health at any time during the Term of this Agreement. Should Contractor fail to maintain its compliance with the PCI DSS, such failure shall constitute an incurable material breach of this Agreement and entitle Broward Health to terminate this Agreement without prior notice. CONTRACTOR SHALL NOT ACCESS OR OTHERWISE ATTEMPT TO USE BROWARD HEALTH'S SERVERS OR COMPUTER NETWORK FACILITIES (INCLUDING WITHOUT LIMITATION WIRELESS NETWORKS) FOR STORING, PROCESSING, OR TRANSMITTING CARDHOLDER DATA. Nothing in this Agreement shall obligate Broward Health to provide Contractor with access to any of Broward Health's servers or computer network facilities, including without limitation wireless networks, and such access for storing, processing or transmitting cardholder data is strictly prohibited. Contractor acknowledges and understands that it will not be provided with sufficient access to Broward Health's network and servers to perform the necessary testing to comply with PCI DSS, and Contractor should presume that any use of Broward Health's network or servers for storing, processing, or transmitting cardholder data

will not be compliant with PCI DSS and, therefore, a breach of the requirements of this Section. Broward Health has the right to immediately terminate this Agreement, with no right to cure, should Contractor engage in any unauthorized use of Broward Health's network facilities and/or servers or if Contractor otherwise stores, processes or transmits cardholder data in a manner that fails to comply with PCI DSS standards. Further, any such access by Contractor of Broward Health's servers or computer network facilities may be considered by Broward Health as a violation of federal and state law, and Contractor acknowledges that Broward Health may advise appropriate agencies should it detect any unauthorized use of its network facilities and/or servers. Contractor's indemnification and insurance requirements shall specifically include coverage for the benefit of Broward Health in the event any claims are asserted against Broward Health arising from or otherwise relating to Contractor's storage, processing, or transmitting cardholder data.

(25) **Terms and Conditions of the RFQ**. Contractor, by submitting a Statement of Qualifications to the RFQ, agreed to all terms and conditions therein and confirmed that all representations were true and correct. All such terms and conditions and representations are hereby incorporated herein by reference and such terms and conditions include, without limitation, disclaimers of liability to Broward Health and its commissioners, officers, employees, and agents; Contractor's representations in the certification forms submitted under the RFQ and penalties for false or misleading statements; Contractor's responsibilities under Section VII.A(2)(e) (Important Notice Regarding Public Records) of the RFQ; and any Certified Small Business Vendor Subcontracting Requirements, as described in more detail below in Section IV(26) (Certified Small Business Vendor Subcontracting Requirements), along with applicable penalties for noncompliance. Any changes to any terms and conditions in the RFQ or in these General Terms and Conditions are null and void and without any force and effect unless otherwise explicitly agreed to by Broward Health in writing.

(26) **Certified Small Business Vendor Subcontracting Requirements**.

Precedence; federally funded scope. Notwithstanding anything to the contrary in this Section IV(26) or elsewhere in the RFQ or the Agreement, the requirements in **Special Condition III.A(4)(d)** govern administration of the Certified Small Business Vendor Subcontracting Requirement and any Utilization Percentage **for the Federally Funded or Reimbursed Scope**; Section IV(26)(a) applies to the Federally Funded or Reimbursed Scope solely as a good-faith participation goal, and Section IV(26)(e) and any other mandatory-utilization or default provisions of this Section IV(26) do **not** apply to the Federally Funded or Reimbursed Scope. "Federally Funded or Reimbursed Scope" has the meaning in Special Condition III.A(4)(a).
"Non-Federal Scope" means all other work under the Agreement that is not Federally Funded or Reimbursed Scope.

If the RFQ Summary Page indicates that a Certified Small Business Vendor Subcontracting Requirement applies to the RFQ, Contractor is required to utilize Certified Small Business Subcontractors (a current list of which is available at Broward Health's Small Business Vendor Certification Page provided in the Webpage and Contact Information Section) to perform any applicable subcontracting work under the Agreement. Contractor understands and agrees that all subcontractors (Certified Small Business Subcontractors and non-Certified Small Business Subcontractors) utilized by Contractor to perform any work under the Agreement must be registered with Broward Health, and it is Contractor's responsibility to ensure that all subcontractors are properly registered in Broward Health's Vendor Registration System (which can be accessed at the URL provided in the Webpage and Contact Information Section) and approved by Broward Health prior to utilizing such subcontractor. The following provisions shall apply when Certified Small Business Vendor Subcontracting Requirements are applicable to this Agreement:

(a) Participation Percentage. Contractor agrees to utilize Certified Small Business Subcontractors to perform no less than the Utilization Percentage of subcontracting work indicated on the RFQ Summary Page, as amended, provided that, for the Federally Funded or Reimbursed Scope, the Utilization Percentage shall be administered solely as a good-faith participation goal in accordance with Special Condition III.A(4)(d) and 2 C.F.R. § 200.321.

(b) List of Certified Small Business Subcontractors. No later than issuance of any "Notice to Proceed" or any Purchase Order, Contractor shall submit to Broward Health a list of proposed Certified Small Business Subcontractors that Contractor will be utilizing under the Agreement. Contractor shall specify

the dollar amount for each Certified Small Business Subcontractor. Contractor shall bind each and every Certified Small Business Subcontractor to the terms stated in the Agreement and shall require and ensure that each Certified Small Business Subcontractor possesses the proper qualifications, licensing, and other requirements necessary for the rendering of services or provision of goods under the Agreement.

(c) Subcontracts. Within a reasonable time following the issuance of any "Notice to Proceed" or any Purchase Order (but not exceeding 30 days), Contractor shall submit to Broward Health a copy of all fully executed subcontracts entered into to perform the services or provide the goods under the Agreement. Contractor shall also notify Broward Health of all subcontracts which may terminate during the Term of the Agreement.

(d) Certified Small Business Vendor Utilization Report. Along with Contractor's invoice and billing reconciliation report, Contractor shall submit a Certified Small Business Vendor Utilization Report to enable Broward Health to monitor the utilization of Certified Small Business Subcontractors under the Agreement. Such Certified Small Business Vendor Utilization Report shall include the certification status of each utilized Certified Small Business Subcontractor, the subcontract value and percent, current reporting period payments, payments made to date, and any outstanding or remaining payments applicable to each Certified Small Business Subcontractor. Contractor shall utilize this Certified Small Business Vendor Utilization Report to indicate the amount of monetary Certified Small Business Subcontractor participation. Further, the final Certified Small Business Vendor Utilization Report submitted to Broward Health shall also set forth the total Certified Small Business Subcontractor participation utilized during the Term of the Agreement.

(e) Liquidated Damages. This Section IV(26)(e) does not apply to the Federally Funded or Reimbursed Scope. Contractor understands and agrees that if Contractor fails to comply with the Certified Small Business Vendor Subcontracting Requirements of the RFQ, such noncompliance shall be a default of the Agreement, and such default shall be considered a material breach of the Agreement. Broward Health and Contractor agree that if the actual total Certified Small Business Subcontractor participation percentage ("Certified Small Business Vendor Subcontracting Participation Percentage") is less than the Utilization Percentage set forth in the RFQ Summary Page ("Non-Compliant Percentage"), the actual damages for the non-compliance of the Certified Small Business Vendor Subcontracting Requirements will be impossible to determine. Accordingly, Contractor shall pay to Broward Health an amount equal to the Non-Compliant Percentage (the difference of the Utilization Percentage and the Certified Small Business Vendor Subcontracting Participation Percentage) of the aggregate cost of the Agreement, as fixed, agreed, and liquidated damages, which shall be deducted from the next and/or final payment(s) due to Contractor by Broward Health. Both Broward Health and Contractor agree that such liquidated damages are not a penalty and bear a reasonable relationship, and are not plainly nor grossly disproportionate, to the probable loss likely to be incurred in connection with not meeting the Certified Small Business Vendor Subcontracting Requirements. Both Broward Health and Contractor understand and agree that this liquidated damage clause is only applicable to breaches pertaining to not meeting the Certified Small Business Vendor Subcontracting Requirements and shall be the sole and exclusive remedy for such breaches pertaining to the Certified Small Business Vendor Subcontracting Requirements. Contractor further understands and agrees that such liquidated damages do not preclude nor limit Broward Health from any other rights, remedies, or damages available to it at law or in equity for any other default or breach of the Agreement.

(f) Good-Faith Efforts. Notwithstanding the foregoing, to the extent that Contractor is unable to meet the Certified Small Business Vendor Subcontracting Requirements of the RFQ, Broward Health may, upon Contractor's demonstration of "good-faith efforts" in complying with such Certified Small Business Vendor Subcontracting Requirements, waive the Certified Small Business Vendor Subcontracting Requirements in whole or part. The decision of whether Contractor has demonstrated and met the good-faith effort

standard, as well as whether the Certified Small Business Vendor Subcontracting Requirements will be waived (even if the good-faith effort standard is met), is at the sole and absolute discretion of Broward Health.

(g) MBE Reporting and Affirmative Steps for the Federally Funded Portion. To the extent the work under the Agreement is funded or reimbursed, in whole or in part, with federal financial assistance, and in addition to the foregoing, Contractor shall, for each subcontract it enters into for such federally funded or reimbursed work, provide Broward Health a written statement identifying whether the subcontractor is a minority business enterprise (including as defined in Section 288.703, Florida Statutes), women's business enterprise, veteran-owned business, or labor surplus area firm. Contractor shall further undertake and document the affirmative steps set forth in 2 C.F.R. § 200.321 and shall provide such documentation to Broward Health in the form and at the times reasonably requested to enable Broward Health to satisfy its reporting and recordkeeping obligations to the Florida Division of Emergency Management and FEMA under the applicable federal award. For purposes of the federal good-faith participation goal and the affirmative-steps documentation described in Special Condition III.A(4)(d), and not as a Small Business Enhancement under Broward Health's Economic and Small Business Development Initiative, such firms shall be identified and counted consistent with 2 C.F.R. § 200.321. For avoidance of doubt, this Section IV(26)(g) supplements (and does not limit) Special Condition III.A(4)(d)'s administration of the Utilization Percentage for the Federally Funded or Reimbursed Scope as a good-faith participation goal, and nothing in this Section IV(26)(g) authorizes liquidated damages, default, or other penalties for failure to achieve the goal for that scope.

(27) **Truth-in-Negotiation Certificate**. To the extent that a lump-sum or cost-plus-a-fixed-fee professional service contract over the threshold amount provided in s. 287.017 for CATEGORY FOUR is awarded under this RFQ, the truth-in-negotiation certificate submitted by the awarded Contractor with its Statement of Qualifications pursuant to the RFQ is hereby incorporated herein by reference. Contractor recertifies that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. Contractor understands and agrees that the original contract price and any additions thereto shall be adjusted to exclude any significant sums by which Broward Health determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such contract adjustments shall be made within one year following the end of the contract. For purposes of this Section, the "end of contract" shall be defined as the date of final billing or acceptance of the work by Broward Health, whichever is later.

(28) **Independent Contractor**. It is expressly acknowledged by the Parties hereto that Contractor is an independent contractor, and nothing contained in this Agreement will be deemed or construed to create a partnership or joint venture between Broward Health and Contractor or any other relationship between the Parties. Additionally, nothing in this Agreement is intended nor shall be construed to create an employer/employee relationship, or to allow Broward Health, or its agents, representative, or employees, to exercise control or direction over the manner or method by which Contractor performs any services which are the subject of this Agreement.

(29) **Assignment and Subcontracts**. Contractor agrees not to enter into subcontracts, or assign, transfer, sublet, or otherwise dispose of Contractor's obligations under this Agreement or any or all of its right, title, or interest herein without Broward Health's prior written consent. Any such assignment without the prior written consent of Broward Health shall be void ab initio. Broward Health may assign this Agreement and its rights hereunder to any successor or entity owning or operating Broward Health, to a wholly owned subsidiary of Broward Health, to any entity in which Broward Health has an ownership interest, or to an entity which acquires substantially all of its assets. If Contractor receives Broward Health's prior written consent to subcontract, assign, transfer, convey, or sublet any provisions of the Agreement, then Contractor shall provide Broward Health with a list of all subcontractors and/or agents who are or will be utilized in the performance of services under this Agreement. Contractor shall also provide to Broward Health frequent, continuous, and current updates on any status change regarding any title, right, interest, or issue regarding any services, duties, or obligations arising from this Agreement. Except as otherwise

expressly provided in this Agreement, all covenants, conditions and provisions of this Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their permitted and respective heirs, legal representatives, successors and assigns. For purposes of this Agreement, the term "subcontractor" when applied to professional design services shall include subconsultants and other design professionals retained by Contractor to perform portions of the professional services.

(30) **Sovereign Immunity**. Notwithstanding any contrary provision of the Agreement, the Parties acknowledge that Broward Health, as a special taxing district of the State of Florida, enjoys the benefits of sovereign immunity, and nothing contained in the Agreement shall be construed as a waiver or limitation of Broward Health's sovereign immunity. Whether such liability be in contract, tort, or other theory of liability, Broward Health's liability shall not be more than the limits established in § 768.28, Florida Statutes. All terms and provisions in the Agreement, or any disagreement or dispute concerning it, shall be construed or resolved so as to ensure Broward Health of the limitation on liability provided to political subdivisions of Florida under § 768.28, Florida Statutes, as amended. Nothing in the Agreement shall be construed to require Broward Health to indemnify Contractor or insure Contractor for its negligence or to assume any liability for Contractor's negligence. Any provision in the Agreement that requires Broward Health to indemnify, hold harmless, or defend Contractor from liability for any other reason shall not alter Broward Health's waiver of sovereign immunity nor extend Broward Health's liability beyond the limits established in § 768.28, Florida Statutes, as amended.

(31) **Governing Law, Jurisdiction, and Venue**. This Agreement has been executed and delivered in, and shall be interpreted, governed, construed, and enforced pursuant to and in accordance with the laws of the State of Florida without giving effect to conflict of laws principles. The Parties agree that the sole and exclusive venue for any litigation, mediation, special proceeding, or other proceeding as between the Parties that may be brought or that arises out of or in connection with or by reason of this Agreement shall be Broward County, Florida. Contractor hereby agrees to waive any jurisdictional, venue, or inconvenient forum objections to the federal and state courts sitting and with jurisdiction in Broward County.

(32) **Attorney's Fees**. In connection with any litigation, mediation, special proceeding, or other proceeding arising out of this Agreement, the prevailing Party shall be entitled to recover its costs and reasonable attorney's fees through and including any appeals and any post-judgment proceedings. Notwithstanding the foregoing, Broward Health's liability for any costs and reasonable attorney's fees, however, shall not alter or waive Broward Health's sovereign immunity or extend Broward Health's liability beyond the limits established in § 768.28, Florida Statutes, as amended.

(33) **Convicted Vendor List**. If Contractor has been placed on the convicted vendor list following a conviction for a public entity crime, as defined in § 287.133, Florida Statutes, Contractor may not contract with Broward Health (1) to provide any goods or services; (2) for the construction or repair of a building or other public work; or (3) for leases of real property. Further, if Contractor has been placed on the convicted vendor list following a conviction for a public entity crime, Contractor (i) may not perform work as a contractor, supplier, subcontractor, or consultant under any contract with Broward Health, and (ii) may not transact any business with Broward Health in excess of the threshold amount provided in § 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months following the date of being placed on the convicted vendor list.

(34) **Scrutinized Companies**. If it is found that Contractor has been placed on the Scrutinized Companies or Other Entities that Boycott Israel List or is engaged in a boycott of Israel, or if the compensation provided to Contractor in this Agreement is in excess of One Million Dollars ($1,000,000.00) and it is found that Contractor has submitted any false certifications to Broward Health while submitting a bid or proposal or prior to entering into or renewing this Agreement, or if Contractor has been placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in Iran Terrorism Sectors List, or, and unless otherwise authorized under federal or state law, if Contractor has engaged in any business operations in Cuba or Syria, Broward Health may terminate this Agreement immediately without cost, penalty or the imposition of damages. Contractor's certification as provided in Contractor's Statement of Qualifications that it has not been placed on any of the foregoing lists and is authorized to enter into this Agreement with Broward Health is hereby incorporated herein by reference. Contractor shall recertify upon execution of the Agreement that it has not been placed on any

of the foregoing lists and is authorized to enter into this Agreement with Broward Health.

(35) **Federal Reimbursement Contractual Requirements and Provisions**. Federal Reimbursement Contractual Requirements and Provisions. The Agreement is funded or reimbursed, in whole or in part, through the HMGP subaward and Grant Agreement described in Special Condition III.A(4)(a) (a "Federal Project"). Contractor shall be subject to the terms and conditions of the Federal Addendum, with Appendix A, Appendix B, and Appendix C, attached in full text to this RFQ as Enclosure 1 and incorporated herein by reference, as required by 2 C.F.R. § 200.327 and Appendix II to 2 C.F.R. Part 200. In the event any of the terms and conditions of the Federal Addendum conflict with, modify, alter, or change any provision of the Agreement, the Federal Addendum shall control.

(36) **Prohibited Economic Incentives to Entities of Foreign Concern.** Section 288.0071, Florida Statutes, prohibits a government entity from entering into an agreement or contract for an "economic incentive" (as defined in § 288.0071(1)(b), Florida Statutes) with a "foreign entity" which is defined under § 288.0071(1)(d), Florida Statutes, as an entity that is: (i) owned or controlled by the government of a foreign country of concern (as defined in § 692.201, Florida Statutes); or (ii) a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, or a subsidiary of such entity. Accordingly, to the extent this Agreement involves or is related to an economic incentive, by entering into this Agreement with Broward Health, Contractor is certifying that Contractor does not meet the definition of a "foreign entity" as provided in § 288.0071(1)(d), Florida Statutes, and prior to Contractor being provided any economic incentive, Contractor shall deliver a signed Section 288.0071, F.S. Affidavit of Compliance (located at https://www.floridajobs.org/office-directory/division-of-economic-development/economic-development-incentives-portal) attesting, under penalty of perjury, that Contractor is not such a foreign entity.

(37) **E-Verify**. Section 448.095(5), Fla. Stat., requires that contractors, as defined in § 448.095(1)(a), Fla. Stat., and any subcontractors thereof, register with and use the E-Verify system, as defined in § 448.095(1)(c), Fla. Stat., to verify the work authorization status of all new employees of such contractors or subcontractors, and prohibits public agencies, contractors, or subcontractors thereof from entering into a contract unless each party to the contract registers with and uses the E-Verify system. To the extent that Contractor meets the definition of "contractor" under § 448.095(1)(a), Fla. Stat., Contractor agrees to comply with the provisions of § 448.095, Fla. Stat., register and use the E-Verify system, and, if Contractor enters into a contract with a subcontractor, to require such subcontractor to provide Contractor with an affidavit, which Contractor shall retain for the duration of the Agreement, stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor understands and agrees that if Broward Health has a good faith belief that Contractor has knowingly violated § 448.09(1), Fla. Stat., Broward Health is required to and shall terminate this Agreement in accordance with § 448.095(5)(c), Fla. Stat.

(38) **Force Majeure**. Neither Party shall be liable nor deemed to be in default for any delay or failure in performance under this Agreement or for other interruption of service deemed resulting, directly or indirectly, from acts of God, pandemics, epidemics, civil or military authorities, acts of the public enemy, war (whether or not declared), riots, insurrections, acts of government, accidents, fires, explosions, earthquakes, floods, failure of transportation, strikes or other work interruptions by employees, or any similar or dissimilar cause beyond the reasonable control of either Party. The time for performance shall be deemed extended for a period equal to the duration of such event.

(39) **Copyrights and Licenses**. All drawings, specifications, plans, calculations, models, reports, studies, schedules, design documents, and other work product prepared, furnished, or delivered by Contractor (and its consultants and subconsultants) in connection with the services under this Agreement, in whatever form (collectively, the "Instruments of Service"), shall be delivered to Broward Health and shall become the property of Broward Health immediately upon creation. Broward Health shall own all copyrights and other intellectual property rights in and to the Instruments of Service. Contractor acknowledges and agrees that all Instruments of Service are works made for hire under the United States Copyright Act. To the extent any Instruments of Service may not be considered works made for hire under applicable law, Contractor hereby irrevocably assigns, transfers, and conveys to Broward Health, without additional compensation, all right, title, and interest in and to

such Instruments of Service, including without limitation all copyrights, patent rights, trade secret rights, moral rights, and all other intellectual property rights of any kind, whether now known or hereafter existing, and Contractor shall cause its consultants and subconsultants to execute such assignments. In accordance with § 287.055(10), Fla. Stat., Broward Health shall have the right to reuse the Instruments of Service from this Project, in whole or in part, with or without modification, on any future Broward Health projects without permission from the Contractor and without additional compensation. Contractor retains ownership of its designs, details, specifications, drawings, standards, templates, tools, methodologies, and other materials owned or developed by Contractor prior to this Agreement or independently of the services ("Pre-Existing Materials"). To the extent any Pre-Existing Materials are incorporated into or necessary to use the Instruments of Service, Contractor grants to Broward Health, and shall cause its consultants and subconsultants to grant to Broward Health, a perpetual, irrevocable, exclusive, transferable, sublicensable, worldwide, royalty-free license to use, reproduce, distribute, modify, create derivative works from, and otherwise exploit such Pre-Existing Materials for this Project and any future Broward Health projects, and for the Project's maintenance, operation, modification, renovation, expansion, and reconstruction. Contractor represents and warrants that (i) it has and shall maintain all rights, licenses, permissions, and consents necessary to grant the ownership and licenses set forth in this Section, and (ii) Broward Health's ownership and use of the Instruments of Service and any Pre-Existing Materials as permitted herein will not infringe, misappropriate, or otherwise violate any intellectual property or other rights of any third party. Contractor shall obtain, at its sole cost, any third-party licenses and consents required for Broward Health to exercise the rights granted under this Section. Contractor shall be released from liability for modifications to the Instruments of Service made by Broward Health or third parties following completion of Contractor's services; provided, however, that Contractor shall remain liable for any errors, omissions, or defects in the Instruments of Service created by Contractor or its subconsultants prior to such modifications. Notwithstanding the foregoing, for the Federally Funded or Reimbursed Scope, Broward Health's ownership of and rights in the Instruments of Service are subject to the rights of the State of Florida under the Grant Agreement, under which copyrights accruing under or in connection with performance of the Grant Agreement are transferred to the State of Florida and patent rights are reserved to the State of Florida. Contractor shall promptly notify Broward Health of any discovery, invention, or copyrightable material produced under this Agreement, and shall execute, and cause its consultants and subconsultants to execute, such further assignments or instruments as Broward Health or the Division may reasonably request to give effect to such rights. The rights granted to Broward Health under this Section shall survive the expiration or termination of this Agreement.

(40) **Non-Waiver**. Except as otherwise expressly provided herein, no waiver of any covenant, condition, or provision of this Agreement shall be deemed to have been made unless expressly in writing and signed by the Party against whom such waiver is charged, and: (i) the failure of any Party to insist in any one or more cases upon the performance of any of the provisions, covenants, or conditions of the Agreement or to exercise any option contained herein shall not be construed as a waiver or relinquishment of any such provisions, covenants, or conditions; (ii) the acceptance of performance of anything under this Agreement with knowledge of the breach or failure of a covenant, condition, or provision shall not be deemed a waiver of such breach or failure; (iii) no waiver by any Party of one breach by another Party shall be construed as a waiver of any other or subsequent breach; and (iv) any custom or practice which may grow up between the Parties in the administration of the provisions hereof shall not be construed to waive or lessen the right of Broward Health to insist upon the performance by Contractor in strict accordance with the terms of the Agreement.

(41) **Partial Invalidity and Separability**. Each and every covenant and agreement contained in this Agreement shall for all purposes be construed to be a separate and independent covenant and agreement, and the breach of any covenant or agreement contained herein by either Party shall in no way or manner discharge or relieve the other Party from its obligation to perform all other covenants and agreements herein. If any provision of this Agreement or the application thereof to any person or circumstance shall to any extent be held invalid, then the remainder of this Agreement or the application of such provision to persons or circumstances other than those as to which it is held invalid shall not be affected thereby, and each

provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

(42) **Headings and Terms**. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. When the context requires, the gender of all words includes the masculine, feminine, and neuter, and the number of all words includes the singular and plural. The use of the term "including" and other words of similar import mean "including, without limitation" and where specific language is used to clarify by example a general statement contained herein, such specific language shall not be deemed to modify, limit, or restrict in any manner the construction of the general statement to which it relates. The word "or" is not exclusive and the words "herein," "hereof," "hereunder," and other words of similar import refer to this Agreement as a whole, and not to any particular section, subsection, paragraph, subparagraph, or clause contained in this Agreement. The term "shall" is mandatory and "may" is optional. The reference to an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof, and the reference to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder.

Section V. SCOPE OF WORK

A. Project Overview

Broward Health is soliciting Statements of Qualifications from qualified firms to provide Architectural and Engineering (A/E) design and related professional services for wind mitigation and hardening of the exterior building envelope and associated structural and mechanical components of the Broward Health Medical Center Atrium 1A building, located at 1600 South Andrews Avenue, Fort Lauderdale, Florida 33316. The Project is funded, in whole or in part, through a Federal Emergency Management Agency (FEMA) Hazard Mitigation Grant Program (HMGP) subaward (FEMA-DR-4673-FL, Project No. 4673-057-R) passed through the Florida Division of Emergency Management, and shall be performed in accordance with the FEMA-approved scope of work and all applicable federal, state, and local laws, regulations, and codes.

The scope generally consists of comprehensive wind protection and hardening of the building exterior envelope, including windows, curtainwall assemblies, skylights, exterior doors, vents, louvers, exhaust fans, frames, downspouts, roofing systems, awnings, overhangs, and all other exterior and vulnerable openings and exposed components. The existing precast concrete walls are not anticipated to require additional mitigation. The project shall include installation of wind- and impact-rated window and curtainwall assemblies; replacement of exterior doors, vents, louvers, exhaust fans, and associated frames with high-impact-rated alternatives; installation of a new roofing assembly incorporating strengthened roof trusses, roof sheathing, flashing, and impact-rated hurricane straps; structural reinforcement of awnings and overhangs; and appropriate anchoring and securing of rooftop and exterior mechanical equipment, piping, and other exposed components. The design shall be informed by a Hurricane Retrofit Building Assessment performed by a professional engineer or licensed architect utilizing the methodology provided in Chapter 3 of FEMA P-804.

The design shall provide wind protection against a minimum wind speed of 186 miles per hour (MPH) for Risk Category IV buildings and structures, or the applicable wind speed, impact-resistance, and other design requirements established by the effective Florida Building Code at the time permits are issued, as applicable. All building envelope components and structural elements shall be evaluated for their ability to withstand design wind pressures, including positive and negative atmospheric pressures, windborne debris

impacts, and intense and prolonged rainfall. All project components shall comply with applicable ASCE 7 design criteria, the Florida Building Code, and where applicable, Miami-Dade County specifications, AHCA requirements, product approval requirements, and all other applicable codes and standards. Materials and assemblies shall be certified to meet applicable wind-load and impact-resistance requirements, and installations shall comply with manufacturer specifications and applicable permitting and inspection requirements. Glazing shall be impact resistant or protected with an impact-resistant covering meeting the requirements of SSTD 12, ASTM E 1886 and ASTM E 1996, ANSI/DASMA 115 (for garage doors and rolling doors), or Miami-Dade TAS 201, 202, and 203 or AAMA 506, as applicable; glazed openings located within 30 feet of grade, and louvers protecting intake and exhaust ventilation ducts located within 30 feet of grade, shall meet the Large Missile Test; glazed openings located more than 30 feet above grade shall meet the Small Missile Test; and impact-resistant coverings shall be tested at 1.5 times the design pressure determined under Section 1609 of the Florida Building Code. Because the wind protection activities support a critical action, they shall be designed to be protected to the 500-year (0.2% annual chance) flood elevation, and the selected Firm shall prepare the verification documentation required at closeout. Pursuant to Section 553.896(2), Florida Statutes, design drawings for new or retrofitted window or door coverings shall be signed, sealed, and inspected by a structural engineer registered in Florida, and the selected Firm shall provide the inspection report and attestation, or a copy of the signed and sealed plans, required for submission to the Florida Division of Emergency Management before payment.

The project shall be designed to enhance the resilience and operational continuity of Broward Health Atrium 1A, which houses the 24-hour Level I Trauma Center, Emergency Department, Pediatric Emergency Department, and Triage departments. Design and construction activities shall account for the critical healthcare functions performed within the facility and shall incorporate appropriate measures to minimize disruption to ongoing hospital operations. All work shall be performed in strict compliance with the FEMA-approved scope of work and all applicable federal, state, and local laws, regulations, building codes, and standards.

This project is a critical initiative for Broward Health; hence the selected A/E team shall be ready to begin work with a full team immediately upon contract execution as speed to market is imperative for this project.

For the project, upon final negotiations of fee, and reimbursable expenses, the selected Architect and its subconsultants shall immediately execute final agreements provided by the Owner.

B. Work and Deliverables

Location: Broward Health Medical Center (BHMC**Architectural and Engineering Design Services for Broward Health Medical Center Atrium 1A Wind Retrofit** 1600 South Andrews Avenue, Fort Lauderdale, FL 33316

Scope includes but is not limited to the following FEMA-eligible services:

- Site investigation
- Preliminary engineering studies
- Architectural and engineering design
- Preparation of construction documents and specifications including phasing plans
- AHCA and local permitting submissions
- FEMA compliance documentation
- Assistance with procurement and bidding

- Construction administration (including but not limited to RFI Responses, submittal and shop drawing review, bi-weekly OAC, monthly job walkthroughs during construction and job observation reports)
- Coordination with hospital stakeholders and regulatory agencies
- Preparation of as-built drawings and close documentation
- Federal Grant Compliance and Domestic Preference. Since the Project is funded through a FEMA HMGP subaward, the selected Firm shall perform all services in a manner that enables Broward Health to comply with its obligations under the subaward and applicable federal requirements, including 2 C.F.R. Part 200 and the Federal Addendum (Enclosure 1). Without limitation, the Firm shall:

  (a) Prepare and maintain FEMA-compliant documentation, including documentation supporting environmental and historic-preservation compliance (NEPA and Section 106 of the NHPA, as applicable) and the 500-year flood protection condition required under Executive Order 11988;

  (b) Specify, to the greatest extent practicable, iron, steel, manufactured products, and construction materials that are produced in the United States, consistent with the Build America, Buy America Act, 2 C.F.R. § 200.322, and FEMA Policy #207-22-0001, Revision 1, and to the extent applicable, specify that any iron or steel product permanently incorporated into the Project is produced in the United States as required by Section 255.0993, Florida Statutes, and identify in the construction documents any items for which a domestic-preference waiver may be necessary;

  (c) Perform all services consistent with the FEMA-approved scope of work;

  (d) Sequence and perform its services to support completion of the Project within the subaward's period of performance, including completion of all tasks, deliverables, and closeout documentation required under the Grant Agreement, and shall support Broward Health's quarterly reporting and closeout obligations under the subaward;

  (e) Not design, specify, or perform any work that changes, adds to, or supplements the FEMA-approved scope of work (including work not funded by FEMA but performed substantially at the same time) without Broward Health's prior written direction, it being acknowledged that any such change requires the advance approval of the Division and FEMA and re-evaluation for compliance with NEPA and Section 106 of the NHPA; and,

  (f) Promptly notify Broward Health in writing of significant developments, including delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower costs or earlier completion, and prepare or assemble the product specifications and data sheets, permit and inspection documentation, and other closeout documentation required under the Grant Agreement.

The selected firm will be provided with approved Final Scopes, Schedules, and Budgets for their corresponding Project prior to negotiations.

The selected firm will be provided with full sets of Broward Health standards and other finish standards that work towards a comprehensive branding program.

The project will be divided into various phases or packages to allow for ongoing operations, funding availability, and general sequencing.

Required services shall include completion of Schematic Design, Design Development, Construction Documents, Construction Administration, and project closeout. The engineering expertise to be included shall include, but not be limited to, Mechanical, Electrical, Plumbing, Fire Protection, Structural Engineering, Low Voltage, and other associated design and engineering services.

Required services shall include a study of the existing building envelope, roof, and rooftop and exterior mechanical, electrical, plumbing, and other exposed equipment and components to the extent necessary to perform the Hurricane Retrofit Building Assessment and design the FEMA-approved scope of work.

The Architect and its engineer(s) shall specifically be contracted for their expertise in planning, design, documentation, and construction administration services for similarly completed projects. The Architect shall have the responsibility and authority to lead the completion of the projects.

In pursuit of this initiative, the A/E team shall demonstrate their proven expertise for, and be responsible for, the following:

1. Plan and execute necessary due diligence to further refine the project scope and its intended outcomes based on trends, information, and pertinent data. (if applicable)

2. Develop and oversee the design consistent with national, state and local healthcare industry best practices and standards of care, including compliance with all applicable local, state and national regulatory agencies including, but not specifically limited to, model building codes, AHCA, The Joint Commission, Facility Guidelines Institute, NFPA, and related reference codes.

3. The Architect shall have complete responsibility for the detailed documentation of records during the design and decision–making processes. The records shall include maintaining detailed meeting minutes during the completion of the design and providing detailed documentation of proposed modifications. Thorough documentation of substantive key design decisions required and rendered during the analytical and review processes. Records shall be kept in a format approved by the Owner.

4. The Architect and Engineer shall rely upon the fact that all participating stakeholders in the design completion shall be required to manage project documentation, project communications, cost modeling, schedules, and design and construction document database and archiving through an Owner-mandated capital program management software solution (eBuilder). Working with the Broward Health Team, the Architect shall establish and maintain an organizational system for electronic and paper-based documents for all documents to which it has access related to the Project. Such archive and related indexes/logs will be the property of Broward Health. The archive will be organized so that information can be easily retrieved.

5. The Architect will provide a monthly written report, in a form and format acceptable to Broward Health, and, if requested, present to Broward Health. The report will minimally include updated information on:

    - Project Development and Progress, including a written narrative of issues or decisions critical to the progress of the work.

- Current Project schedule, with an update and progress analysis listing decisions or actions which affect, or may affect, the progress of the Program including potential problems, potential delays, and the party responsible.

It is projected that the total scope of services required to support the proposed project will require the following areas of design, planning, and/or consultant expertise. The contracted Architect and Engineer will work jointly with the Owner and its agents during the solicitation and selection processes to select the optimum project participants. Upon selection, these consultants may be, as noted below, contractually assigned to either the Architect, or Broward Health for management and administration.

Pre-Construction Services	Construction Manager/Independent Estimator services
Technology Integration	BH IT team
Government Relations	Owner
	N/A
Operations Planning	Owner
Commissioning	Direct with Owner
Program Controls	Direct with Owner
Environmental Testing and Monitoring	Direct with Owner
Change order estimating	Direct with Owner
QA/QC Observation and Testing	Architect
Certified Small Business Vendor Tracking	Architect with Owner
Local, State and National Code Review	Architect

Section VI. MINIMUM QUALIFICATIONS AND REQUIREMENTS

In addition to the other required documents described in this RFQ that must be submitted with each Firm's Statement of Qualifications, Firms shall also submit documentation supporting conformance with the following minimum qualifications and requirements:

A. **Licensure and Authority to Practice**. The Firm shall possess all licenses, registrations, authorizations, and certifications required by the State of Florida to lawfully perform the professional services requested under this RFQ, including a current and valid local business tax receipt (occupational license) issued for the type of services to be performed. All licenses and registrations shall be current, active, and in good standing at the time of submittal.

B. **Experience and Qualifications**. The Firm shall demonstrate that it is fully qualified to perform the professional services required for the project. At a minimum, the Firm shall:

Have demonstrated experience performing services of a similar type, scope, and complexity to those required under this RFQ;

Demonstrated experience with FEMA-funded projects;

Demonstrated knowledge of FEMA Hazard Mitigation Grant Program (HMGP) and Hazard Mitigation Assistance requirements;

Have familiarity with Florida codes, standards, permitting processes, and regulatory requirements applicable to the services; and

Possess the capability and have sufficient qualified personnel available to perform the services under this RFQ within required timeframes and budgets.

Section VII. SUBMISSION REQUIREMENTS FOR STATEMENTS OF QUALIFICATIONS

This Section contains the response requirements and instructions for submitting Statements of Qualifications under this RFQ. Failure to adhere to the below requirements may result, at Broward Health's sole discretion, in rejection of the Statement of Qualifications or the registering of a score of zero for the particular non-adhering section or subsection.

A. Statement of Qualifications and Submission Instructions

(1) **Required Registration**. All Firms must be a registered vendor with Broward Health for a Statement of Qualifications to be considered and for the Firm to contract with Broward Health. If a Firm is not registered with Broward Health and/or does not complete the conflict of interest forms in Broward Health's Vendor Registration System by the Public Opening, Broward Health shall provide the Firm two business days to complete the registration and forms. If the Firm does not respond or does not complete the registration and forms within two business days following the Public Opening, the Firm shall be deemed not responsive and any Statement of Qualifications submitted by any such Firm pursuant to this RFQ may not be considered, unless waived by the Chief Procurement Officer or Selection Committee for good cause and at their sole discretion. Additionally, if the awarded Firm intends to use any subcontractors to provide the services or goods requested under this RFQ, the subcontractors must be registered vendors with Broward Health before the subcontractors are used to provide services or goods under the contract. Registration must be completed using Broward Health's Vendor Registration System, which can be accessed via the link provided in the Webpage and Contact Information Section. All questions regarding the Registration process should be directed to Vendor Relations. The Vendor Relations Contact Information can be found in the Webpage and Contact Information Section.

(2) **Submission Requirements**. All Firms shall submit Statements of Qualifications to this RFQ in accordance with the following requirements.

(a) ***Submittal Instructions***. Firms must submit their Statements of Qualifications with the Firm's name typed conspicuously on the front cover page of the Statement of Qualifications. A complete copy of the entire Statement of Qualifications must be included as one document in PDF format, all file names must begin with the Firm's name and clearly identify the subject matter of the file, a table of contents must be included, and all pages must be numbered. Firms are requested not to submit more than five files in total. Supplemental information may be attached to the Statement of Qualifications but must be designated as such. Broward Health reserves the right to request additional clarifying information from Firms after Statements of Qualifications are opened but before entering into a contract with any Firm as may be determined to be necessary, at Broward Health's sole and absolute discretion, to assist in the evaluation of any Statements of Qualifications timely submitted.

(b) ***Delivery of Statements of Qualifications***. Complete Statements of Qualifications must be uploaded and received no later than the Response Due Date, as noted in the RFQ Summary Page, as amended by applicable addenda. Statements of Qualifications received after the closing time and date, for any reason whatsoever, unless extended as otherwise provided herein, will not be accepted or considered. Any disputes regarding the timely receipt of a Statement of Qualifications shall be decided in favor of Broward Health.

(c) ***Complete Statements of Qualifications***. All Statements of Qualifications submitted in response to this RFQ must be complete with all the required documentation and specific response requirements provided in this Section and Section VI. (Minimum Qualifications and Requirements). If any forms or documents in the Bid Form Packet are not completed and included with a Firm's Statement of Qualifications, such Firm will be advised and will be allowed two business days to provide the missing documents. Should the Firm not respond or provide the documents within two business days, the Statement of Qualifications shall be deemed incomplete and may not be accepted unless waived by the Chief Procurement Officer or Selection Committee for good cause and at their sole discretion.

(d) ***No Modifications or Material Alterations***. Under no circumstance may a Firm modify or make any material changes or alterations to a Statement of Qualifications after the Response Due Date as noted in the RFQ Summary Page, as amended.

(e) ***Important Notice Regarding Public Records***. As a political subdivision of the State of Florida, Broward Health is subject to Florida's Sunshine Law (§ 286.011, Florida Statutes) and Florida's Public Records Law, and all materials received by Broward Health constitute public records under Florida's Public Records Law unless otherwise exempt. By submitting a Statement of Qualifications, the Firm acknowledges that the materials submitted with the Statement of Qualifications and the results of Broward Health's evaluation are open to public inspection upon request in accordance with Florida's Public Records Law. All Firms should take special note of this as it relates to trade secrets and proprietary information that might be included in such Firm's Statement of Qualifications. To the extent a Firm's Statement of Qualifications or any other supplemental documents a Firm submits to Broward Health contain any trade secret or proprietary information and the Firm wishes to assert any exemptions under Florida's Public Records Law, the Firm must comply with the following redaction requirements:

IF THE FIRM IS ASSERTING ANY PORTION OF ITS STATEMENT OF QUALIFICATIONS TO THE RFQ OR ANY OTHER MATERIALS SUBMITTED TO BROWARD HEALTH (INCLUDING, WITHOUT LIMITATION, ANY POWERPOINTS OR OTHER RECORDS SUBMITTED AS PART OF DISCUSSIONS AND/OR ORAL PRESENTATIONS) ARE EXEMPT OR CONFIDENTIAL AND EXEMPT FROM PUBLIC INSPECTION PURSUANT TO FLORIDA LAW, IT IS THE FIRM'S RESPONSIBILITY TO (1) REDACT SUCH PORTIONS, AND (2) CLEARLY LABEL AND SPECIFY NEXT TO EACH SUCH REDACTED PORTION THE APPLICABLE STATUTORY FLORIDA EXEMPTION PROHIBITING DISCLOSURE FOR PUBLIC INSPECTION OR PRODUCTION OF THE FIRM'S STATEMENT OF QUALIFICATIONS OR OTHER MATERIALS ("REDACTED MATERIALS"). WHEN SUBMITTING ITS REDACTED MATERIALS, THE FIRM MUST, CONSISTENT WITH FLORIDA LAW, LEAVE ANY PORTION NOT EXEMPT OR CONFIDENTIAL AND EXEMPT UNDER FLORIDA LAW UNREDACTED FOR PUBLIC INSPECTION. WHEN ASSERTING SUCH EXEMPTIONS, THE FIRM MUST SUBMIT ONE SEPARATE ELECTRONIC FILE CONTAINING THE REDACTED MATERIALS AND SUCH REDACTED MATERIALS MUST CLEARLY CONTAIN AND IDENTIFY THE FIRM'S NAME. THE FILE NAME MUST ALSO CONTAIN THE WORD "REDACTED" TO DIFFERENTIATE IT FROM THE NON-REDACTED SUBMISSION. A FAILURE BY A FIRM TO PREPARE AND LABEL THE EXEMPT OR CONFIDENTIAL AND EXEMPT PORTIONS OF ITS STATEMENT OF QUALIFICATIONS OR OTHER MATERIALS SUBMITTED TO BROWARD HEALTH IN THE MANNER SPECIFIED ABOVE, OR IN THE MANNER SPECIFIED FOR FINANCIAL STATEMENTS AND INFORMATION PROVIDED BELOW IN SECTION VII.B(2) (FINANCIAL

STABILITY) (COLLECTIVELY, "NON-COMPLIANT MATERIALS") SHALL CONSTITUTE A COMPLETE WAIVER BY SUCH FIRM OF ANY APPLICABLE EXEMPTIONS FROM DISCLOSURE OR ANY CONFIDENTIAL STATUS INCLUDING ONES THAT MAY BE APPLICABLE TO TRADE SECRETS UNDER FLORIDA LAW. BY SUBMITTING A STATEMENT OF QUALIFICATIONS TO THIS RFQ, THE FIRM HEREBY AGREES TO WAIVE ANY CAUSE OF ACTION OR ANY CLAIM FOR DAMAGES IT MAY HAVE AGAINST BROWARD HEALTH OR ANY OF BROWARD HEALTH'S BOARD MEMBERS, EXECUTIVES, OFFICERS, EMPLOYEES, OR AGENTS FOR THE RELEASE OF ANY NON-COMPLIANT MATERIALS PURSUANT TO A PUBLIC RECORDS REQUEST. FURTHER, THE FIRM UNDERSTANDS AND AGREES THAT SHOULD BROWARD HEALTH DISAGREE THAT ANY OF THE FIRM'S REDACTIONS OF ITS REDACTED MATERIALS ARE EXEMPT OR CONFIDENTIAL AND EXEMPT UNDER FLORIDA LAW, WHETHER IN WHOLE OR PART ("DISPUTED SECTIONS"), BROWARD HEALTH RESERVES THE RIGHT TO RELEASE SUCH DISPUTED SECTIONS; PROVIDED, HOWEVER, IN SUCH EVENT, BROWARD HEALTH SHALL NOTIFY THE FIRM PRIOR TO RELEASING SUCH DISPUTED SECTIONS TO ENABLE THE FIRM TO TAKE PROPER LEGAL ACTION WITHIN A REASONABLE TIME. SHOULD THE FIRM FAIL, WITHIN A REASONABLE TIME, TO TAKE SUCH LEGAL ACTION PREVENTING SUCH DISCLOSURE, THE FIRM UNDERSTANDS AND AGREES THAT THE FIRM IS WAIVING ANY CAUSE OF ACTION OR CLAIM FOR DAMAGES IT MAY HAVE AGAINST BROWARD HEALTH AND BROWARD HEALTH'S BOARD MEMBERS, EXECUTIVES, OFFICERS, EMPLOYEES, OR AGENTS FOR DISCLOSURE OF THE DISPUTED SECTIONS OF THE FIRM'S REDACTED MATERIALS. THE FIRM FURTHER UNDERSTANDS AND AGREES IF A REQUESTER OF PUBLIC RECORDS FILES AN ACTION IN COURT OR ANOTHER VENUE OF COMPETENT JURISDICTION ARGUING THAT ANY REDACTED PORTION OF THE REDACTED MATERIALS IS NOT EXEMPT OR CONFIDENTIAL AND EXEMPT UNDER FLORIDA LAW, BROWARD HEALTH RESERVES THE RIGHT NOT TO DEFEND THE FIRM'S POSITION REGARDING SUCH REDACTIONS AND EXEMPTIONS; PROVIDED, HOWEVER, BROWARD HEALTH SHALL NOTIFY THE FIRM TO ENABLE THE FIRM TO TAKE PROPER LEGAL ACTION WITHIN A REASONABLE TIME. BY SUBMITTING THIS STATEMENT OF QUALIFICATIONS IN RESPONSE TO THE RFQ, THE FIRM AGREES TO INDEMNIFY AND HOLD BROWARD HEALTH, AND BROWARD HEALTH'S COMMISSIONERS, OFFICERS, EMPLOYEES, AND AGENTS HARMLESS FROM ANY AWARD TO A PLAINTIFF FOR DAMAGES, COSTS, OR ATTORNEY'S FEES BASED UPON BROWARD HEALTH'S NONDISCLOSURE OF ANY PORTIONS OF THE FIRM'S STATEMENT OF QUALIFICATIONS OR ANY OTHER MATERIALS OF THE FIRM WHICH HAS BEEN PREPARED AND LABELED AS EXEMPT OR CONFIDENTIAL AND EXEMPT FROM PUBLIC INSPECTION, AND THE FIRM FURTHER AGREES TO INDEMNIFY BROWARD HEALTH FOR ANY ATTORNEY'S FEES AND COSTS IT MAY INCUR IN DEFENSE OF SUCH NONDISCLOSURE.

By submitting a Statement of Qualifications in response to this RFQ, the Firm agrees to be legally bound by the foregoing terms and conditions of this Section.

B. Statement of Qualifications Response Requirements

In addition to any other applicable response or submission requirements set forth elsewhere in this RFQ, Firms shall respond to all line-item requirements in this Section and its subsections in the precise sequential order provided. Failure to supply documentation or information acceptable to Broward Health in the order requested may, at Broward Health's sole and absolute discretion, result in rejection of the Statement of Qualifications or the assignment of a score of zero for the non-compliant section or subsection. Only those sections identified in Section F. (Competitive Selection Criteria) of the RFQ Summary Page will be scored

during the Evaluation of Firms' Qualifications phase. All other sections, while not scored, will be used to determine each responding Firm's responsiveness and responsibility. Accordingly, failure to respond to any such section or subsection may result in a Firm being deemed non-responsive. To the extent that any response to a section or subsection below is not applicable or no, Firms shall respond "N/A" or "No" accordingly.

(1) Corporate Overview

(a) ***Authorized Representative***. The Firm shall provide the name, title, and level of delegated authority of an Authorized Representative. For purposes of this Section, an "Authorized Representative" means a person that, through corporate formalities, action, or under the law, has been delegated lawful authority to sign documents, bind, and act for and on the behalf of the Firm. The Authorized Representative is required to sign the Statement of Qualifications, all forms submitted with this Statement of Qualifications, and, as applicable, any confidentiality agreements.

(b) ***Corporate Information and Profile***. The Firm shall provide:

(i) The full legal company name, organizational status (e.g., corporation, professional corporation, general partnership, limited partnership, limited liability company, etc.), and the total number of employees;

(ii) Details of the Firm's organizational structure including any parent organizations, affiliate organizations, joint ventures, and subsidiaries;

(iii) The year in which the Firm was first organized to do business, the number of years in business, whether the Firm's name and form of organization has changed since it was first organized, and, if so, how long the Firm has been operating under its current name and form of organization;

(iv) Whether the Firm uses a fictitious name to do business and, if so, evidence showing the fictitious name is registered;

(v) The state where the Firm is organized or incorporated, the address of the Firm's headquarters and principal place of business, and whether the Firm is authorized to conduct business affairs in the State of Florida or is otherwise exempt pursuant to § 607.1501 or 617.1501, Florida Statutes;

(vi) A copy of the Firm's certifications and licenses evidencing the Firm is in good standing, certified, licensed, and authorized to work in the State of Florida to perform the services;

(vii) A list of the Firm's principal owners, along with their titles, roles in the organization, and an organizational chart indicating the principals and other key management team members;

(viii) A description of the Firm's business along with a description of the Firm's experience, competencies, and overall organizational capabilities; and

(ix) Whether any change in ownership or control of the Firm is anticipated during the 12 months following the Response Due Date, and, if so, the circumstances of such change and when the change will likely occur.

(2) Financial Stability

Firms shall demonstrate their financial stability, including having adequate income and capital and the capacity to efficiently allocate resources, assess and manage financial risks, and maintain financial soundness through the term of the contract. To demonstrate the viability and financial stability of the Firm, the Firm shall:

(a) Disclose any and all judgments, pending or expected litigation, or other real or potential financial impediments, which might materially affect the viability or stability of the Firm, or state that no such condition is known to exist; and

(b) Submit evidence supporting the Firm's financial stability, which may be established through the submission of any of the following:

(i) Audited Financial Statements. One copy of the Firm's annual reports and/or audited financial statements for the past three fiscal years in a separate electronic file named, "Financial Statements";

(ii) Investment Grade Rating Documentation. Documentation of an investment grade rating from a credit rating agency designated as a nationally recognized statistical rating organization by the U.S. Securities and Exchange Commission;

(iii) Written Declaration for Businesses with Annual Revenues Over $1 Billion. For Firms with annual revenues exceeding $1 billion, a letter containing a written declaration pursuant to § 92.525, Florida Statutes, issued by the Firm's chief financial officer or controller attesting that the Firm is financially stable and meets the definition of "financial stability" provided in § 287.057(27)(b), Florida Statutes; or

(iv) Written Declaration for Businesses with Annual Revenues Equal to or Under $1 Billion. For Firms with annual revenues of $1 billion or less, a letter containing a written declaration pursuant to § 92.525, Florida Statutes, issued by the chief principal of the Firm with documentation of key financial data for the past three fiscal years, including gross revenues, net operating income or loss, total income or loss, current and long-term assets, current and long-term liabilities, days' cash on hand, working capital ratio, and debt service coverage ratio.

Any financial statements or other financial information provided by Firms in order to pre-qualify for bidding are exempt from disclosure pursuant to a public records request under § 119.071(1)(c), Florida Statutes. As such, to ensure that such statements are not disclosed pursuant to a public records request for Statements of Qualifications, each Firm must submit the above-mentioned financial statements in separate files that are not combined with the Firm's Statement of Qualifications. Broward Health is not responsible for the inadvertent release of any Firm's financial statements or information that is not submitted in a separate and conspicuously marked file(s) and, as provided above in Section VII.A(2)(e) (Important Notice Regarding Public Records), the failure of a Firm to separately submit and mark such documents shall constitute a complete waiver by the Firm of any exemption from the disclosure or confidential status of the Firm's financial statements.

A Firm's failure to demonstrate their financial stability consistent with this Section and provide the foregoing evidence of financial stability may result in disqualification of the Firm as nonresponsive.

(3) FEMA Project Experience

The firm shall provide documentation of demonstrated expertise in the following areas:

(a) FEMA documentation as a whole and clear understanding of reports

(b) Specific FEMA invoicing format, requirements and cost codes.

(c) Design progress documentation and specific format.

(4) Technical Expertise

The Firm shall provide a description of:

(a) The Firm's resources and capabilities to satisfactorily provide the services requested in this RFQ in a timely, competent, and professional manner;

(b) How the Firm is specifically and/or uniquely qualified to provide the services requested.

(c) Describe the Firm's relevant experience in the assessment and design of wind mitigation, hurricane retrofit, and building envelope hardening projects as it relates to the Project. This shall include demonstrated successful completion of comparable projects at occupied acute care or other critical facilities.

(d) Provide documentation of expertise demonstrated in the following areas:

(i) Assessing, designing, and documenting wind retrofit and building envelope hardening (including impact-rated glazing, curtainwall, exterior openings, and roofing assemblies) for facilities of similar scope and complexity.

(ii) Phasing and performing building envelope and roofing work in occupied, 24-hour healthcare facilities (preferably in Florida), including coordination with AHCA.

(e) The Firm's relevant experience working with regulatory agencies having jurisdiction, including federal, state, and local agencies.

(f) The Firm's knowledge of applicable state, county, and local codes and professional standards; and

(g) Any other facts, circumstances, or qualifications (e.g., education, professional registration, publications, organizational memberships, certifications, training, awards, etc.) bearing on or relevant to the Firm's capabilities or competency to provide the goods or services in this RFQ.

(h) Project Understanding and Methodology. Describe the Firm's understanding of the project objectives, constraints, and success criteria. Identify any assumptions made and how those assumptions were developed.

(i) Timeline and Project Implementation Plan. The Firm shall provide a timeline and implementation plan containing milestones for the project and a detailed contingency plan

for flagging problems to ensure the project remains on schedule. This plan must include the start-up time from the date of contract execution and a description of how the Firm will ensure that deadlines and milestones for this project are met.

(j) Compliance and Quality Assurance. The Firm shall detail its quality assurance program and describe how it will ensure professional quality, technical accuracy, and coordination of the services required under the project. The response shall identify responsible personnel, the timing and frequency of quality control reviews, how deficiencies or nonconformities for this project will be identified, documented, and corrected, and how the Firm will ensure compliance with applicable laws, regulations, and standards.

(k) Cost Control. The Firm shall describe the controls, procedures, and management practices it will implement to ensure that project budgets are maintained without compromising professional quality or technical requirements. The response shall identify cost-control methods, budgeting and tracking tools, responsible personnel, and how budget variances will be identified, documented, and addressed for this project.

(l) Ongoing Support and Customer Service. The Firm shall:

(i) Present a detailed description of its proposed approach to the management of the project;

(ii) Detail the Firm's commitment to ensuring the highest level of customer service and how the Firm will support Broward Health during the project;

(iii) Explain the Firm's ability to respond quickly to issues and urgent project matters including post-design matters and unforeseen conditions; and

(iv) Describe the procedure of the escalation process to address any concerns that may arise.

(v) Detail the Firm's approach to working with multiple internal and external stakeholders.

(m) Approach, Innovation, and Value. Describe any value-added services or efficiencies the Firm proposes that are specific to this Project and any innovations, tools, or approaches that distinguish the Firm's approach from standard industry practice.

(5) Past Performance and References

(a) ***Summary of Project Experience***. The Firm shall provide a narrative project summary highlighting the Firm's experience and successful completion of projects over the past five (5) years that are similar in size, scope, and complexity to this RFQ. The summary shall include the number of years that the Firm has provided the goods or services requested in this RFQ. In this summary, the Firm shall detail **(1)** the name and location of the project; **(2)** the nature of the Firm's responsibility on the project; **(3)** the size of project (construction gross square feet); **(4)** the cost of the project (construction cost); **(5)** the date the project was completed; and **(6)** the Firm's key professionals involved in the project.

(b) ***Client References***. Using the References form provided in the Bid Form Packet, the Firm shall submit a list of client references who have worked with the Firm in the past three

years and can attest to the Firm's timely and stellar performance on similar projects. At least one of the references should be from a project the Firm described above in Section VII.B(5)(a) (Summary of Project Experience). The references must include current contact information and specific dates and details of the services or goods provided to the clients. All references provided by the Firm will be contacted.

(c) ***Contractual Performance***. The Firm shall provide details regarding any contract or project that during the previous five years the Firm or any proposed subcontractor of the Firm was:

(i) Terminated for default, issued a stop work order, or issued a notice to stop or suspend performance or delivery due to non-performance or poor or deficient performance regardless of whether it was litigated; or

(ii) Terminated for convenience, non-allocation of funds, or any other reason.

Each description must include: **(1)** the full details of the situation; **(2)** the result or disposition; **(3)** the client or other party's name; and **(4)** the Firm's position on the matter.

(d) Oversight, Legal, and Administrative Actions. The Firm shall provide:

(i) A list of all complaints filed against the Firm within the last three years with any federal, state, or local consumer protection agencies (such as the Federal Trade Commission's Bureau of Consumer Protection or the Division of Consumer Services of the Florida Department of Agriculture) or any other public or private agency created for oversight and consumer protection (such as the Better Business Bureau), along with the circumstances surrounding and disposition of each complaint; and

(ii) A list clearly identifying which principal owners, if any, have been the subject of any criminal or civil legal action, including the circumstances and disposition or resolution of any such legal action.

(e) ***Pending and Prior Judgments***. The Firm shall provide a list identifying and describing any threatened, pending, or past bond claims, legal actions, or judgments levied against the Firm within the last five years or against a bonding agency resulting from the Firm's poor or deficient performance (or alleged poor or deficient performance) under a current or prior contract. The list shall specifically describe the (i) circumstances, (ii) subject matter, (iii) status, and (iv) outcome of all such legal actions.

(6) Key Personnel Qualifications

Proper staffing, resources, and personnel are an essential component of providing services to Broward Health, and the Firm shall assign a dedicated project manager and devote adequate resources and staff (if applicable) to the services being provided to Broward Health. Any changes to any of the proposed personnel shall only be implemented after written approval from Broward Health.

(a) ***Office Location***. The Firm shall provide the location of the office(s) that will be responsible for providing the required services, along with information concerning the staffing and resources of the office that will be responsible for providing the services.

(b) Hiring, Training, and Background Practices. The Firm shall:

(i) Describe the ongoing competency training provided to its professionals, employees, agents, and subconsultants, including those who will be assigned to Broward Health for this project; and

(ii) Provide information concerning how the Firm will foster and ensure strict compliance with corporate confidentiality guidelines including any policies, procedures, and/or training of individuals who will be assigned to Broward Health's account.

(c) Project Professionals and Personnel. The Firm shall:

(i) Provide the name of the dedicated project manager(s) responsible for coordinating with Broward Health's designated project custodian and supporting and ensuring the success of this project, along with a one-page curriculum vitae demonstrating their success in similar projects;

(ii) Describe the Firm's leadership structure, detailing the roles of leadership, reporting relationships, the flow of communication between team members, and describe the administrative resources and support functions available to ensure the project stays on schedule and within budget;

(iii) List the full names and titles of the professionals and staff who the Firm is proposing will be specifically assigned and devoted to the project, and include a current resume of each individual (no longer than three pages each) that includes their background, training, licenses, qualifications, academic background and degrees, professional certifications, experience, and length of time at the organization;

(iv) Identify the primary work and roles to be assigned to each professional for this project, along with their relevant experience on projects similar in size, scope, and complexity, and their understanding of the project processes; and

(v) Provide copies of each proposed professional and staff member's applicable licenses, certifications, registrations, and authorizations to perform the services in Florida.

(d) ***Staffing and Resource Commitment***. Describe how continuity of key personnel will be maintained throughout the project. This description should include the Firm's contingency plan in the event the proposed personnel become unavailable and how staff transitions, if any, will be managed.

(e) ***Subconsultants***. If the Firm intends to hire subconsultants or use any third party to perform any part of the Firm's performance hereunder, the Firm shall provide:

(i) The name, address, telephone number, and email address of the subconsultant(s);

(ii) The specific tasks for each subconsultant(s);

(iii) A description of the qualifications and prior experience of each subconsultant;

(iv) The percentage of performance hours intended for each subconsultant;

(v) The total percentage of subconsultant(s) performance hours; and

(vi) Copies and documentation evidencing each subconsultant's licenses, certifications, and authorizations to provide the services in Florida.

(7) Capacity and Schedule

(a) The firm shall provide the total number of current projects that will be performed concurrently with this engagement, with detail as to the type, length, and complexity of the projects and the number of staff and resources that will be devoted to the projects;

(b) The firm shall provide the total number of future projects that are projected to be performed concurrently with this engagement, with detail as to the type, length, and complexity of the projects and the number of staff and resources that will be devoted to the projects; and

(c) The firm shall describe the processes, methodologies, and tools it will use to schedule, manage, and execute multiple concurrent projects within established timelines.

(8) Small Business Enhancements

As noted in Section III.A(3)(a) (Enhancements for Small Businesses) of this RFQ, Broward Health, at its discretion, may apply certain Small Business Enhancements to ensure the participation of Certified Small Business Vendors in the procurement process. If a Small Business Enhancement applies to this RFQ, it shall be so designated in the RFQ Summary Page, as amended, and all Firms, regardless of status, must respond to each section below. Please respond "No" or "N/A" if any response to the sections below is negative or not applicable. A Firm's failure to respond to any applicable section below in its Statement of Qualifications or to submit any supporting documentation requested below before the Public Opening may result in such Firm forfeiting any applicable Small Business Enhancements under this RFQ. If no Small Business Enhancement has been approved for this RFQ, Firms may skip this Section. Firms are also advised to review the Certified Small Business Vendor Subcontracting Requirements provided in Section IV(26) (Certified Small Business Vendor Subcontracting Requirements) if the RFQ Summary Page indicates that such requirements are applicable to this RFQ. If the RFQ Summary Page provides that a Small Business Enhancement is applicable to this RFQ, then Small Business Scoring Enhancement Points may be awarded to the overall score of Firms' Statements of Qualifications up to the amount designated under the Competitive Selection Criteria in the RFQ Summary Page. Firms may be eligible for such Small Business Scoring Enhancement points if: (1) the Firm has been designated as a Certified Small Business Vendor by Broward Health or one of its recognized Certification Partners; or (2) the Firm has not been designated a Certified Small Business Vendor, but is otherwise able to document the solicitation and utilization of Certified and non-Certified Small Business Vendors (both past and planned for this RFQ).

(a) ***Eligibility***. As set forth in Special Condition III.A(4)(d)(i), no Small Business Scoring Enhancement has been approved or applied to this RFQ, as reflected in Section I. (Small Business Enhancements) of the RFQ Summary Page. Accordingly, no evaluation points or scoring preference will be awarded on the basis of a Firm's small business status, and Firms are not required to submit a small business certification for scoring purposes under this RFQ. If Broward Health elects, by addendum, to apply a Small Business Scoring Enhancement to this RFQ, eligibility for and administration of that enhancement shall be

governed by Special Condition III.A(4)(d)(iv), and any Firm claiming eligibility must submit with its Statement of Qualifications a copy of a current small business certification recognized under Broward Health's Economic and Small Business Development Initiative (that is, certified by Broward Health or a Broward Health Certification Partner, including the U.S. Small Business Administration and SBA-approved third-party certifiers and the U.S. Department of Transportation Unified Certification Program), regardless of whether the Firm's principal place of business is located in Florida.

(b) ***Alternate Methods of Eligibility***. A Firm that qualifies for the Small Business Scoring Enhancement under Section VII.B(8)(a) (Eligibility) need not satisfy the alternate methods described in this Section. Applicable Small Business Scoring Enhancements may also be awarded to Firms that have not been designated as Certified Small Business Vendors, but that respond in specific detail to all of the following:

(i) Past Utilization. Please provide documentation/reports of your Firm's past utilization of Certified and non-Certified Small Business Vendors on prior projects/contracts. Documentation of utilization for the past five years must be submitted with the Statement of Qualifications to receive the full evaluation points assigned to this Section as indicated in the RFQ Summary Page, as amended.

(ii) Solicitation. Explain how your Firm solicits, invites, and encourages Certified and non-Certified Small Business Vendor participation in your Firm's procurement of goods and services. Include relevant sections of your Firm's policies and procedures on procurement of goods and services with Certified and non-Certified Small Business Vendors. Documentation must be submitted with the Statement of Qualifications to receive the full evaluation points assigned to this Section as indicated in the RFQ Summary Page, as amended.

(iii) Planned Utilization. Provide a description of the planned utilization of Certified Small Business Vendors as subcontractors. Please include the type of work, dollar value, and percentage of work to be performed by the Certified Small Business Vendors if awarded a contract pursuant to this RFQ. Documentation of planned utilization must be submitted with the Statement of Qualifications to receive the full evaluation points assigned to this Section as indicated in the RFQ Summary Page, as amended by applicable addenda.

(9) Submission of Insurance Information.

As part of its Statement of Qualifications, each Firm shall submit proof of insurance information or a letter from Firm's insurance carrier that the Firm qualifies for the minimum coverage provided in Section IV(17) (Insurance). Prior to the full execution of an agreement with Broward Health, the awarded Firm(s) shall, in addition to any other requirements delineated in Section IV(17) (Insurance), furnish Broward Health with an updated certificate of insurance naming Broward Health as an additional insured.

(10) Submission of Documentation Supporting Minimum Qualifications and Requirements.

Each Firm, as part of its Statement of Qualifications, must submit appropriate documentation supporting the Firm's conformance to the minimum qualifications and requirements of this RFQ, as described in further detail in Section VI. (Minimum Qualifications and Requirements).

(11) Submission of Forms.

In addition to providing responses and supplying the information and documents referenced above, the Authorized Representative identified in Section VII.B(1)(a) (Authorized Representative) above must fully complete, sign, and submit all the applicable required forms under this RFQ and in the Bid Form Packet as part of the Firm's Statement of Qualifications. Any required forms, as well as the Bid Form Packet, can be found at Broward Health's Current Bidding Opportunities and Information Page at the link provided in the Webpage and Contact Information Section. Such forms include, as applicable:

(a) ***Truth-in-Negotiation Certificate***. If the RFQ Summary Page provides the submission of a Truth-in-Negotiation Certificate is required, then the Firm with its Statement of Qualifications must submit the Truth-in-Negotiation Certificate.

(b) ***Bid Form Packet***. All applicable forms contained in the Bid Form Packet must be submitted by the Firm with its Statement of Qualifications. The Bid Form Packet is composed of the following forms:

- Signature Authorization Form
- References
- Addenda Acknowledgement Form
- Vendor Certification Regarding Public Entity Crimes and Scrutinized Companies
- Foreign Country of Concern Attestation (PUR 1355)
- Attestation of Principal Place of Business and Written Legal Opinion Under § 287.084 of the Florida Statutes
- Federal Addendum with Appendix A, Appendix B, and Appendix C TO THE ADDENDUM attached to this RFQ as Enclosure 1. Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion (FEMA), attached as Appendix C to the Federal Addendum (Enclosure 1). Each Firm shall submit this certification with its Statement of Qualifications, and the awarded Firm shall obtain an executed certification from each proposed subcontractor or subconsultant before that subcontractor or subconsultant performs any work under the awarded contract. In addition, the awarded Firm shall execute, and shall obtain from each proposed subconsultant, the Division's Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion (Attachment H to Grant Agreement No. H1330), which Broward Health must deliver to the Division before entering into the contract.
- Tie-Breaker Eligibility Certification Form **(Not applicable to this solicitation.)**
- Federal Addendum with Appendix A, Appendix B, and Appendix C TO THE ADDENDUM attached to this RFQ as Enclosure 1. Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion (FEMA), attached as Appendix C to the Federal Addendum (Enclosure 1). Each Firm shall submit this certification with its Statement of Qualifications, and the awarded Firm shall obtain an executed certification from each proposed subcontractor or subconsultant before that subcontractor or subconsultant performs any work under the awarded contract.

1800 N.W. 49th Street
Fort Lauderdale, FL 33309



Enclosure 1- Federal Addendum

Additional Provisions for Contracts Funded Through Federal Assistance, including Provisions for Federal Emergency Management Agency (FEMA) Assistance, Reimbursement Contracts

This Federal Addendum ("Addendum") and all of its provisions, terms and conditions (unless otherwise explicitly stated herein) are hereby adopted and incorporated into, and shall in all instances be deemed a part of the terms and conditions of, any contractual agreement between Broward Health and a Contractor for purchases, services, construction or repairs to be provided by the Contractor to the North Broward Hospital District d/b/a Broward Health ("Broward Health") which is funded, in whole or in part, by Federal assistance in the form of grant, sub-grant, loan or reimbursement either directly to Broward Health as a recipient or to Broward Health as a subrecipient of funding provided from the Federal government to an agency of the State of Florida or to another pass-through agency (collectively, a "Federal Project" or "Federal Projects"). To the extent Broward Health intends to use Contractor for any Federal Project, Broward Health shall notify Contractor of the same, and Contractor shall be subject to the applicable terms and conditions in this Addendum as provided in 2 C.F.R. § 200.327 and 2 C.F.R. pt. 200, Appendix II. In the event any of the terms and conditions set forth in this Addendum conflict with, modify, alter or change any provision in the contractual agreement, then this Addendum shall control.

Project-Specific Application. This Addendum, although drafted as a general form, is being incorporated for use in connection with the Federal Project funded under the FEMA Hazard Mitigation Grant Program (Assistance Listing No. 97.039), FEMA Project No. 4673-057-R, Agreement No. H1330 (FAIN FEMA-DR-4673-FL), awarded to Broward Health as Sub-Recipient by the State of Florida, Division of Emergency Management, as pass-through entity (the "HMGP Award"). In the event of any conflict between this Addendum and the terms of the HMGP Award, the more stringent requirement shall control.

1. **Definitions –** The following terms shall have the meanings set forth below and ascribed to them regardless of whether they are capitalized unless the context in which they are used clearly requires a different meaning:
   (a) **"Contract"** means the contractual agreement entered into by and between Broward Health and Contractor, which is subject to this Addendum because Contractor is engaging in a Federal Project.
   (b) **"Contractor"** means the individual, entity, sole proprietor, firm, association, joint venture, partnership, syndicate, corporation, company, unincorporated organization, other legal entity or organization, and all other groups or combinations thereof whether operating for-profit or not-for-profit, that is a party to the Contract with Broward Health.
   (c) **"Covered Transaction"** has the same meaning as provided in 2 C.F.R. § 180.200.
   (d) **"Federal Project"** means purchases, services, construction or repairs to be provided by the Contractor to Broward Health, which is funded, in whole or in part, by Federal assistance in the form of grant, sub-grant, loan or reimbursement either directly to Broward Health as a recipient or to Broward Health as a subrecipient of funding provided from the Federal government to an agency of the State of Florida or to another pass-through agency.
   (e) **"FEMA"** means the Federal Emergency Management Agency, U.S. Department of Homeland Security.
   (f) **"Tier"** has the same meaning as provided in 2 C.F.R. pt. 180 and the "Covered Transactions" diagram in the appendix to 2 C.F.R. pt. 180.
2. **All Contracts at the Simplified Acquisition Threshold* and above – Breach or Violation of Terms by Contractor.** [2 C.F.R. pt. 200, App. II (A)]

   Broward Health reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach or violation of terms of this Contract by the Contractor. Such rights and privileges include, but are not limited to, claims for damages, suspension of payment, termination of this Contract, and, as applicable, equitable remedies such as injunctions.

   *The Simplified Acquisition Threshold is the inflation-adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council as authorized by 41 U.S.C. § 1908

and defined at 2 C.F.R. § 200.1. Effective for awards made on or after October 1, 2025, that threshold is $350,000 (increased from $250,000). The applicable threshold is the amount in effect as of the relevant award or obligation date, and the parties shall apply the then-current inflation-adjusted amount.

3. **All Contracts in excess of $10,000 – Termination by Broward Health.** [2 C.F.R. pt. 200, App. II (B)]

   Broward Health reserves the right to immediately terminate the Contract in the event the Contractor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the Contract and/or the procurement solicitation. Broward Health also reserves the right to terminate the Contract for convenience, with thirty (30) days written notice to the Contractor, if Broward Health believes, in its sole discretion, that it is in Broward Health's best interest to do so. In the event Broward Health terminates this Contract for convenience, the Contractor will be compensated for work performed and accepted and goods accepted by Broward Health as of the termination date. Any award under this procurement process is not exclusive and Broward Health reserves the right to purchase goods and services from other vendors when it is in the best interest of Broward Health.

4. **All Contracts - Compliance with Federal Anti-Discrimination Laws, to the extent required by applicable federal law. [2 C.F.R. pt. 200, App. II (C)]**

   During the performance of this Contract, the Contractor shall comply in all respects with all applicable Federal anti-discrimination laws, including but not limited to Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act, the Americans with Disabilities Act, Section 503 of the Rehabilitation Act of 1973, and the Vietnam Era Veterans' Readjustment Assistance Act, in each case to the extent applicable. The Contractor shall not discriminate against any employee or applicant for employment on any basis protected under applicable Federal law. The Contractor shall include the substance of this Section in every subcontract or purchase order so that such provisions will be binding upon each subcontractor or vendor.

5. **Prime Construction Contracts in excess of $2,000 (when required by Federal program legislation) – Compliance with Davis-Bacon Act, as amended (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. pt. 5, *Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction*).** [2 C.F.R. pt. 200, App. II (D)]

   To the extent applicable, all transactions regarding this Contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5. The Contractor shall comply with 40 U.S.C. §§ 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Contractor must pay wages not less than once a week. For purposes of FEMA contracts, this provision applies to FEMA's Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. It does not apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program and the Hazard Mitigation Grant Program.

6. **All Construction or Repair Contracts in excess of $2,000 where the Davis-Bacon Act also applies (or when otherwise required by Federal program legislation) – Compliance with the Copeland "Anti- Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. pt. 3, *Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in pt. by Loans or Grants from the United States*).** [2 C.F.R. pt. 200, App. II (D)]

   (a) *Contractor.* The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this Contract.

   (b) *Subcontracts.* The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower Tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower Tier subcontractor with all of these contract clauses.

   (c) *Breach.* A breach of the contract clauses above may be grounds for termination of the Contract, and for debarment as a Contractor and subcontractor as provided in 29 C.F.R. § 5.12.

   This provision does not apply to the FEMA Public Assistance Program.

7. **Contracts in excess of $100,000 involving employment of mechanics or laborers (where applicable) – Compliance with Contract Work Hours and Safety Standards Act (40 U.S.C. § 3701-3708), as supplemented by Department of Labor regulations [29 C.F.R. pt. 5]; See also 29 C.F.R. 5.5(b)(c) for FEMA contracts).** [2 C.F.R. pt. 200, App. II (E)]

   This provision applies to all federal contracts awarded by Broward Health in excess of $100,000 under grant and cooperative agreement programs that involve the employment of mechanics and laborers and is applicable to construction work. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

   (a) *Overtime requirements.* No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

   (b) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in the preceding paragraph (a) of this Section 7., the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under Contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in the preceding paragraph (a) of this Section 7., in the amount specified at 29 C.F.R. 5.5(b)(2), as adjusted annually for inflation by the Department of Labor, for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in the preceding paragraph (a) of this Section 7.

   (c) *Withholding for unpaid wages and liquidated damages.* Broward Health shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in the preceding paragraph (b) of this Section 7.

   (d) *Subcontracts.* The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (a) through (d) of this Section 7. and also a clause requiring the subcontractors to include these clauses in any lower Tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower Tier subcontractor with the clauses set forth in paragraphs (a) through (d) of this Section 7.

8. **Funding Agreements – Compliance with Rights to Inventions Made Under a Contract or Agreement.** [2 C.F.R. pt. 200, App. II (F)]

   If the Federal award under the Federal Project meets the definition of "funding agreement" under 37 C.F.R. §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. pt. 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. This requirement does not apply to awards under the FEMA's Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program.

9. **Contracts in excess of $150,000 – Compliance with Clean Air Act (42 U.S.C. §§ 7401-7671q.) and Federal Water Pollution Control Act (33 U.S.C. §§ 1251-1387), both as amended.** [2 C.F.R. pt. 200, App. II (G)]

(a) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, 42 U.S.C. § 7401 et seq., and the Federal Water Pollution Control Act, 33 U.S.C. § 1251 et seq., both as amended from time to time.

(b) The Contractor agrees to report each violation to Broward Health and understands and agrees that Broward Health will, in turn, report each violation as required to the FEMA and the appropriate Environmental Protection Agency regional office.

(c) The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

10. **All Contracts – Compliance with Debarment and Suspension (Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. pt. 180; Department of Homeland Security regulations at 2 C.F.R. pt. 3000).** [2 C.F.R. pt. 200, App. II (H)]

(a) This Contract is a Covered Transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(b) The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower Tier Covered Transaction it enters into.

(c) This certification is a material representation of fact relied upon by Broward Health. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to Broward Health, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(d) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower Tier Covered Transactions.

(e) The certification regarding debarment, suspension, ineligibility, and voluntary exclusion attached hereto and incorporated herein as **Appendix C to the Addendum** is required by 2 C.F.R. pt. 180, subpart C, and 2 C.F.R. pt. 3000, subpart C. The Contractor shall complete, sign, and submit **Appendix C** to Broward Health. To the extent that Contractor refuses to sign and submit **Appendix C** to the Addendum following a request from Broward Health, whether before, during, or after the completion of the deliverables under the Contract, such refusal shall be deemed a material breach of the Contract, and Broward Health shall be entitled to any damages otherwise available under state and/or federal law, return of all compensation paid to Contractor under the Contract, reimbursement of reasonable court costs and attorney's fees, and any damages Broward Health sustains as a result of Contractor's refusal to sign **Appendix C** to the Addendum.

11. **All Contracts – Compliance with Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352). [2 C.F.R. pt. 200, App. II (I)]**

Contractor will not and has not, and each Tier certifies to the Tier above that it will not and has not, used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each Tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from Tier to Tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

Contractors that apply or bid for an award of $100,000 or more must file the certification attached hereto and incorporated herein as **Appendix A to the Addendum** with Broward Health regarding lobbying as required by the federal granting agency pursuant to 31 U.S.C. § 1352, as amended. Contractor agrees that to the extent **Appendix A to the Addendum** is required, Contractor shall sign and submit the certification to Broward Health. To the extent that Contractor refuses to sign and submit the **Appendix A to the Addendum** following a request from Broward Health—whether before, during, or after the completion of the deliverables under the Contract—such refusal shall be deemed a material breach of the Contract and Broward Health shall be entitled to any

damages otherwise available under state and/or federal law including, without limitation, the civil penalty under 31 U.S.C. § 1352(c) for failing to file a required certification, return of all compensation paid to Contractor under the Contract, reimbursement of reasonable court costs and attorney's fees, and any damages Broward Health sustains as a result of Contractor's refusal to sign **Appendix A to the Addendum**.

12. **All Contracts – Compliance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act (2 C.F.R. §200.323, *Procurement of recovered materials*). [2 C.F.R. pt. 200, App. II (J)]**

    The requirements of section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency at 40 C.F.R. pt. 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. Accordingly, in the performance of this Contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product 1) cannot be acquired competitively within a timeframe providing for compliance with the contract performance schedule; 2) cannot be acquired at a reasonable price, or 3) does not meet contract performance requirements. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement- guideline-cpg-programcomprehensive-procurement-guideline-cpg-program. The Contractor also agrees to comply with all other applicable requirements of section 6002 of the Solid Waste Disposal Act.

13. **All Contracts – Prohibition on certain telecommunications and video surveillance services or equipment (2 C.F.R. § 200.216).** [2 C.F.R. pt. 200, App. II (K)]

    Contractor may not obligate or expend loan or grant funds to (1) procure or obtain; (2) extend or renew a contract to procure or obtain; or (3) enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, 132 Stat. 1917 – 132 Stat. 1918 ("Public Law 115-232, section 889"), covered telecommunications equipment or services means any of the following: (a) telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); (b) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); (c) telecommunications or video surveillance services provided by such entities or using such equipment; or (d) telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a "covered foreign country" as defined in Public Law 115-232, section 889.

14. **All Contracts – Domestic preferences for procurements (2 C.F.R. § 200.322).** [2 C.F.R. pt. 200, App. II (L)]

    As appropriate and to the extent consistent with state and federal law, Contractor shall, to the greatest extent practicable under the Contract, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). For purposes of this Section "produced in the United States" and "manufactured products" shall have the same meaning ascribed to them in 2 C.F.R. § 200.322(b) Federal agencies providing Federal financial assistance for infrastructure projects must implement the Buy America preferences set forth in 2 CFR part 184. Subject FEMA program awards issued on or after October 23, 2023, require Contractors to follow the guidance outlined in OMB Memo M-24-02, *See*, FEMA Policy: Buy America Preference in FEMA Financial Assistance Programs for Infrastructure FEMA Policy #207-22-0001 Revision 1, found at

https://www.fema.gov/sites/default/files/documents/fema_gpd_buy-america-preference-policy_012026.pdf.

15. **Appendix B Self Certification.** Accordingly, under FEMA Policy #207-22-0001, Revision 1, Contractors and their subcontractors who apply or bid for an award for an infrastructure project subject to the domestic preference requirement in the Build America, Buy America Act shall file the required self-certification at **Appendix B** with each bid or offer for an infrastructure project, unless FEMA waives a domestic preference requirement. Contractors and subcontractors certify by executing **Appendix B** that no federal financial assistance funding for infrastructure projects will be provided unless all the iron, steel, manufactured products, and construction materials used in the project are produced in the United States. Build America, Buy America Act, Pub. L. No. 117-58, §§ 70901-52. The certifications are forwarded from Tier to Tier up to the recipient who, in turn, will forward the disclosures to FEMA, the federal awarding agency; subrecipients such as Broward Health will therefore forward disclosures from Contractors and their subcontractors to the recipient.

    To the extent that Contractor refuses to sign and submit the **Appendix B** to the Addendum following a request from Broward Health—whether before, during, or after the completion of the deliverables under the Contract—such refusal shall be deemed a material breach of the Contract and Broward Health shall be entitled to any damages otherwise available under state and/or federal law, return of all compensation paid to Contractor under the Contract, reimbursement of reasonable court costs and attorney's fees, and any damages Broward Health sustains as a result of Contractor's refusal to sign **Appendix B** to the Addendum.

    Contractors and subcontractors shall also disclose any use of federal financial assistance for infrastructure projects that does not ensure compliance with the Build America, Buy America Act domestic preference requirement. Such disclosures are forwarded from Tier to Tier up to the recipient who, in turn, will forward the disclosures to FEMA, the federal awarding agency; subrecipients such as Broward Health will therefore forward disclosures from Contractors to the recipient.

16. **All Contracts – Changes.**

    Any change in the Contract cost, modification, change order, or constructive change must be allowable, allocable, within the scope of its funding, grant or cooperative agreement, and reasonable for the completion of project scope. All changes and/or amendments to the Contract will be outlined in detail, formalized in writing, and signed by the authorized representative of each party. Contractor's failure to do so shall constitute a material breach of the Contract.

17. **All Contracts – Access to Records.**

    The following access to records requirements apply to this Contract:

    (a) The Contractor agrees to provide the Florida Division of Emergency Management, the Chief Inspector General of the State of Florida, the Florida Auditor General, Broward Health, the FEMA Administrator, any Inspector General, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts, and transcriptions, together with timely and reasonable access to the Contractor's personnel for the purpose of interview and discussion related to such records. This right of access is not limited to the required retention period but lasts as long as the records are retained.

    (b) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

    (c) The Contractor agrees to provide the FEMA Administrator, the Florida Division of Emergency Management, or their authorized representatives access to construction or other work sites pertaining to the work being completed under the Contract.

    (d) In compliance with the Disaster Recovery Act of 2018, Broward Health and the Contractor acknowledge and agree that no language in this Contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

18. **All Contracts – Documentation for Payment and Validation.**

    In order to validate the sales of goods, work, repairs, or clean-up activities of Contractor, Contractor shall be required to keep adequate records and documentation evidencing Contractor's sales, construction, repairs, services, and/or any applicable storm or disaster-related work and clean-up activities related to Federal Projects. Prior to being reimbursed by Broward Health for any purchases, services, construction or repairs provided by Contractor as part of a Federal Project, Contractor shall

be required to provide adequate documentation to Broward Health which may include, but not be limited to: (a) photos of the progress of the construction, repairs, or project; (b) receipts, invoices, purchase orders, bills of lading, or any similar documents for any work completed, work subcontracted, or goods purchased; (c) copies of any and all applicable subcontracts entered into by the Contractor and any approved subcontractors, which all subcontracts must include all the required Federal Project and FEMA contract provisions as provided in this Addendum; and (d) any other documentation requested by Broward Health in order to validate the work or services done or goods provided by Contractor under the Federal Project, or to otherwise enable Broward Health to comply with its obligations under the Federal Project(s).

19. **All Contracts – Use of Subcontractors.**

    The Contractor shall not engage or use any subcontractor for any Federal Project without obtaining the prior written consent of Broward Health's Emergency Preparedness Department, in each instance, in its sole discretion. To the extent Contractor's use of any subcontractor is approved, Contractor shall include all the required Federal Project subcontractor provisions provided in this Addendum in each subcontract between the Contractor and any approved subcontractor. A copy of each subcontract between the Contractor and any and all subcontractors pertaining to the Federal Project shall be provided to Broward Health upon Broward Health's request.

20. **All Contracts – Non-Use of Department of Homeland Security Seal, Logo, and Flags.**

    The Contractor shall not use the Department of Homeland Security seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

21. **All Contracts – Compliance with Federal Law, Regulations, and Executive Orders.**

    This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the Contract. The Contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

22. **All Contracts – No Obligation by Federal Government.**

    The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the Contract.

23. **All Contracts – Program Fraud and False or Fraudulent Statements or Related Acts.**

    The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Contract.

24. **All Contracts – Records Retention Requirements (2 C.F.R. § 200.334).**

    Except for the limited exceptions outlined in 2 C.F.R. § 200.334, records pertinent to this Contract — including the records of any subcontractors or consultants paid from federal funds — must be retained for a period of five (5) years from the date of submission of the final expenditure report by Broward Health, or, for records covered by an exception in § 200.334 (e.g., ongoing litigation, claim, or audit, or real property and equipment), for the longer period required thereunder. This retention obligation applies to the Contractor regardless of entity type. Where the Florida Division of Emergency Management, the Federal awarding agency, or a cognizant/oversight agency notifies the Contractor in writing to extend the retention period, the Contractor shall retain the records for that extended period.

25. **All Contracts – Additional Requirements by Federal Awarding Agency.**

    This Contract may be subject to additional requirements of the Federal awarding agency as may be specified in grant agreements, grant award documents and/or other documents or correspondence associated with Broward Health's acceptance of Federal funding.

APPENDIX A TO THE ADDENDUM

44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file or amend a declaration required to be filed shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor, _, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

_____
Signature of Contractor's Authorized Official

_____
Name and Title of Contractor's Authorized Official

_____
Date

APPENDIX B TO THE ADDENDUM

BUILD AMERICA BUY AMERICA SELF CERTIFICATION

Self-Certification Applicability

The Build America, Buy America Act contract provision and self-certification are required for contracts and subcontracts for infrastructure projects that are subject to the Build America, Buy America Act requirements unless the requirement is waived. For additional information on types of Build America, Buy America Act waivers, please refer to FEMA's website at "Buy America" Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov.

Required Self-Certification

For FEMA financial assistance programs subject to the Build America, Buy America Act, contractors and subcontractors must sign and submit the following certification to the next tier (e.g., subcontractors submit to the contractor; contractors submit to the sub-recipient, here Broward Health) each bid or offer for an infrastructure project that has not been waived by a Build America, Buy America Act waiver:

The undersigned certifies, to the best of their knowledge and belief, that:

The Build America, Buy America Act requires that no federal financial assistance for "infrastructure" projects is provided "unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States." Section 70914 of Public Law No. 117-58, §§ 70901-52.

The undersigned certifies that for the **North Broward Hospital District, Broward Health Medical Center, Atrium 1A, Wind Retrofit**, located at **Broward Health Medical Center, 1600 South Andrews Avenue, Fort Lauderdale, Florida 33316** that the iron, steel, manufactured products, and construction materials used in this contract are in full compliance with the Build America, Buy America Act requirements including:

1. All iron and steel used in the project are produced in the United States. This means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

2. All manufactured products purchased with FEMA financial assistance must be produced in the United States. For a manufactured product to be considered produced in the United States, the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55% of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation.

3. All construction materials are manufactured in the United States. This means that all manufacturing processes for the construction material occurred in the United States.

"The [Contractor or Subcontractor], _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the [Contractor or Subcontractor] understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any."

_____ Signature of [Contractor's or Subcontractor's] Authorized Official

_____ Name and Title of [Contractor's or Subcontractor's] Authorized Official

_____ Date

APPENDIX C TO THE ADDENDUM

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION

(2 C.F.R. Part 180, 2 C.F.R. Part 3000, Executive Orders 12549 and 12689)

This certification is required by 2 C.F.R. Part 180, subpart C, as adopted and supplemented by the U.S. Department of Homeland Security at 2 C.F.R. Part 3000, subpart C, and is a material representation of fact relied upon by Broward Health. This Contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000.

By signing and submitting this certification, the prospective participant (the "Contractor") certifies, to the best of its knowledge and belief, that the Contractor and its principals (as defined at 2 C.F.R. § 180.995) and affiliates (as defined at 2 C.F.R. § 180.905):

1. Are not presently excluded (as defined at 2 C.F.R. § 180.940), disqualified (as defined at 2 C.F.R. § 180.935), debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency;

2. Have not, within the three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;

3. Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with, commission of any of the offenses enumerated in paragraph (2) of this certification; and

4. Have not, within the three-year period preceding this offer, had one or more public transactions (Federal, State, or local) terminated for cause or default.

The Contractor further certifies that it has verified the debarment and suspension status of itself and its principals, including by consultation of the System for Award Management (SAM.gov) exclusions records, and that it will comply with the requirements of 2 C.F.R. Part 180, subpart C, and 2 C.F.R. Part 3000, subpart C, throughout the period of any contract that may arise from this offer.

The Contractor agrees that it will include the requirement to comply with 2 C.F.R. Part 180, subpart C, and 2 C.F.R. Part 3000, subpart C, and to provide this certification, in any lower-tier covered transaction it enters into, and will require each lower-tier participant to obtain such certification and disclosure from the next lower tier. Where the Contractor is unable to certify to any of the statements in this certification, the Contractor shall attach a written explanation to this certification.

If it is later determined that the Contractor knowingly rendered an erroneous certification, in addition to the remedies available to Broward Health, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Contractor shall provide immediate written notice to Broward Health if at any time the Contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

The [Contractor or Subcontractor], _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the [Contractor or Subcontractor] understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

_____ Signature of [Contractor's or Subcontractor's] Authorized Official

_____ Name and Title of [Contractor's or Subcontractor's] Authorized Official

_____ Date

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BrowardHealth
Supply Chain Services

1800 N.W. 49th Street
Fort Lauderdale, FL 33309

SUBMISSION CHECKLIST

Failure to adhere to the requirements of this RFQ and failure to submit the proper forms and documents may result in rejection of the Firm's Statement of Qualifications at Broward Health's sole and absolute discretion. Accordingly, the following checklist, which outlines certain critical requirements of this RFQ, is being provided for the convenience of the Firms and does not need to be submitted with the Firms' Statement of Qualifications. This checklist is not exhaustive and should not be used as a replacement for reading the entire RFQ. In the event of any conflict between this checklist and the RFQ document's terms, conditions, required documents, or response instructions, the RFQ document shall control and govern the RFQ process.

1. ☐ **Register in Broward Health's Vendor Registration System (VRS)**. Registration in Broward Health's VRS is required, and all Firms and subcontractors must register and submit all the documentation requested in Broward Health's VRS if they wish to bid on this competitive solicitation and do business with Broward Health. Please use the Broward Health's Vendor Registration System hyperlink provided in the Webpage and Contact Information Section to register. If you require assistance completing the registration, you may contact Vendor Relations. The Vendor Relations Contact Information can be found in the Webpage and Contact Information Section.
2. ☐ **Read the Entire Document**. The requirements of Broward Health's RFQs change for each RFQ. Please make sure that you note critical items such as contract requirements (Broward Health's General Terms and Conditions), required submissions, project specifications, protection of trade secret and proprietary information in cases of public records requests, "shall" and "must" statements, minimum qualifications and requirements, required goods and services, submittal dates, documents requested, maximum number of files allowed, etc.
3. ☐ **Take Note and Be Aware of Important Dates**. Take note of the "Key Dates" Section of the RFQ Summary Page. All deadlines are final unless otherwise stated or unless amended via an addendum.
4. ☐ **Note the Bids Department Contact Information**. The Bids Department is the single point of contact for this RFQ and communications concerning this RFQ may only be communicated to the Bids Department and the individuals of the Bids Department. Firms may not contact or communicate with any other department or individual from Broward Health regarding this RFQ.
5. ☐ **Participate in the Pre-Qualifications Meeting if Offered (Even if Not Mandatory)**. Even if it is not mandatory, all Firms are encouraged to participate in any Pre-Qualifications Meetings (if offered). These meetings provide an opportunity to ask clarifying questions, obtain a better understanding of the engagement and scope of work, and for Firms to notify the Bids Department of any ambiguities, inconsistencies, or errors in the RFQ. Firms wishing to attend any Pre-Qualifications Meetings must RSVP by emailing the Bids Department Email and including "RSVP – Pre-Qualifications Meeting for [RFQ Title and Number]" in the email's subject line.
6. ☐ **Take Advantage of the Firm Inquiry Period**. All questions must be submitted to the Bids Department no later than the Firm Inquiry Deadline noted on the RFQ Summary Page, as amended. Questions submitted after the Firm Inquiry Deadline may not be addressed. All questions will be addressed through written addenda issued under this RFQ.
7. ☐ **Carefully Review any Addenda to the RFQ**. Before submitting your Statement of Qualifications, review any addenda issued in connection with this RFQ. All addenda will be posted on Broward Health's Current Bidding Opportunities and Information Page (located in the Webpage and Contact Information Section). If any addenda have been issued for this RFQ, you must submit an Addendum

Acknowledgement Form with your Statement of Qualifications indicating you are aware of and read the addenda issued for the RFQ. The Addendum Acknowledgement Form is included in the Bid Form Packet.

8. ☐ **Follow the Format Required by the RFQ when Preparing your Statement of Qualifications**. A complete copy of the entire Statement of Qualifications must be included as one document in PDF format. Your Statement of Qualifications should contain the following characteristics:
   a. ☐ All file names should begin with the Firm's name and identify the subject matter of the file.
   b. ☐ The Firm's name should be typed conspicuously on the front cover page of the Statement of Qualifications.
   c. ☐ All pages should be numbered.
   d. ☐ A table of contents should be included.
   e. ☐ All answers to questions should be numbered and be responded to in the same sequential order as written in the RFQ.
   f. ☐ Supplemental information included in the Statement of Qualifications must be designated as supplemental.
   g. ☐ No more than five files in total should be submitted.
9. ☐ **Respond to the RFQ's Inquiries and Requirements**. Read and respond to all the RFQ's requirements. Provide point-by-point responses to all evaluation criteria clearly and concisely but with enough detail for your Statement of Qualifications to be adequately evaluated. Don't assume Broward Health or the members of the Selection Committee will know your Firm's capabilities or what services you can provide, even if you have previously contracted with Broward Health. The Statement of Qualifications will be evaluated based on the information and materials you provide in your Statement of Qualifications. To that end, make sure all the following Sections, to the extent required under this RFQ, are completed in a detailed manner and all requested documents are submitted.
   a. ☐ Minimum Qualifications and Requirements with all supporting documentation
   b. ☐ Corporate Overview with all supporting documentation
   c. ☐ Financial Stability
   d. ☐ FEMA Project Experience
   e. ☐ Technical Expertise
   f. ☐ Past Performance and References
   g. ☐ Key Personnel Qualifications
   h. ☐ Capacity and Schedule
   i. ☐ Small Business Enhancements (if applicable) with all supporting documentation
   j. ☐ Proof of Insurance Information or Letter from Insurance Carrier
   k. ☐ Completed Truth-in-Negotiation Certificate (if applicable)
10. ☐ **Submit all Required Forms Included in the Bid Form Packet**. Make sure you submit all the following forms from the Bid Form Packet (available at https://www.browardhealth.org/vendor/current-opportunities) and complete them in their entirety.

a. ☐ Signature Authorization Form

b. ☐ References

c. ☐ Addenda Acknowledgement Form

d. ☐ Vendor Certification Regarding Public Entity Crimes and Scrutinized Companies

e. ☐ Foreign Country of Concern Attestation (PUR 1355)

f. ☐ Attestation of Principal Place of Business and Written Legal Opinion Under § 287.084 of the Florida Statutes (the top to be completed by all Firms and the remainder of the form to be completed for out-of-state Firms)

g. ☐ Tie-Breaker Eligibility Certification Form **(Not applicable to this solicitation.)**

h. ☐ Federal Addendum with signed APPENDIX A TO THE ADDENDUM 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS and APPENDIX B SELF CERTIFICATION, attached to the RFQ as Enclosure 1. Because compensation is not evaluated during this qualifications-based selection, all Firms shall submit the signed Appendix A lobbying certification with their Statement of Qualifications regardless of anticipated contract value.

i. ☐ Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion (FEMA), attached as Appendix C to the Federal Addendum (Enclosure 1), for the Firm and, upon award, each proposed subcontractor or subconsultant.

11. ☐ **Submit your Statement of Qualifications on Time to the Correct Location.** Note the date and time listed on the front page of the RFQ, in the "Key Dates" Section of the RFQ Summary Page, and in any applicable addenda. Be sure to submit all required documents, files, and items on time. Statements of Qualifications submitted late will not be considered. Finally, make sure that everything is uploaded to the correct electronic repository at the link provided in the "Submission Requirements for Statements of Qualifications" Section of the RFQ Summary Page. Statements of Qualifications that are emailed or incorrectly uploaded may be rejected.