Capital Projects | Facilities Planning, Design & Construction
Broward Health # Project Architect Emerging Firm Development Initiative Guidance
Issued _____

Issued by	North Broward Hospital District d/b/a Broward Health 1800 NW 49th Street, Fort Lauderdale, FL 33309
Applies to	Applicable RFQs and resulting agreements that expressly incorporate this Guidance
Attached to	The applicable Request for Qualifications (“RFQ”) and resulting agreement

1. Introduction and Applicability

This Broward Health Project Architect Emerging Firm Development Initiative Guidance ("Guidance") establishes general requirements for the Broward Health Project Architect Emerging Firm Development Initiative ("Initiative"). It applies only when expressly incorporated into an applicable Request for Qualifications ("RFQ") or resulting agreement. In addition, this Guidance applies only to RFQs under which the Consultant will serve as the prime architect for the Project; it does not apply to engineering or other non-architectural Sub-consultants.

The Initiative is a project-based collaboration and professional-development requirement, not a separately administered or institution-wide formal mentor-protégé program. Broward Health shall be entitled to rely on the Consultant's good-faith implementation, limited written confirmations, and the ordinary contract administration of the Project, rather than detailed participation metrics or reporting systems. Implementation remains subject to the RFQ, the Consultant's response, the resulting agreement, applicable law and professional licensing requirements, and Project needs.

2. Purpose and Objectives

Broward Health encourages collaboration between experienced healthcare design firms and emerging architectural professional design firms. The Initiative is intended to broaden healthcare-project experience; provide meaningful exposure to Broward Health delivery practices; develop familiarity with healthcare regulations and standards, phasing, life safety, occupied facilities, design coordination, and construction administration; expand emerging firms' responsibilities and capabilities; and foster durable professional relationships.

3. Definitions

Consultant: the Respondent selected by Broward Health and awarded an agreement for the Project.

Initiative: the project-based collaboration and professional-development requirement described in this Guidance; it is not a separately administered formal mentor-protégé program.

Mentor Firm: the Consultant, or a principal architectural professional design firm on the Consultant's team, with substantial healthcare planning, design, regulatory-review, construction-administration, or project-delivery experience that will provide collaborative development opportunities to the Protégé Firm.

Project: the capital project, study, assignment, or professional-services engagement identified in the applicable RFQ and resulting agreement.

Protégé Firm: an emerging architectural professional design firm identified to receive meaningful development opportunities and Project exposure through the Initiative. Engineering and other non-architectural Sub-consultants are not eligible to serve as Protégé Firms. A firm may have healthcare experience if participation is reasonably expected to expand its healthcare experience, responsibilities, capabilities, or familiarity with healthcare design and delivery. A Protégé Firm shall not be a subsidiary, affiliate, or commonly owned or controlled entity of the Consultant or Mentor Firm.

Identification of a Protégé Firm is based on the Respondent's representation, and Broward Health has no obligation to independently verify, certify, or approve a firm's status as an emerging firm, although it may request reasonable clarification.

Respondent: a person or entity submitting a response to the RFQ.

Services; Sub-consultant: have the meanings given in the RFQ or resulting agreement or, if not defined there, mean the professional services the Consultant performs for the Project and any firm the Consultant engages to perform a portion of those Services.

4. RFQ Submission Requirement

As a minimum RFQ responsiveness requirement, each Respondent shall identify at least one proposed Protégé Firm. Failure to identify a firm and provide the required supporting information may render the response nonresponsive, subject to Broward Health's rights under the RFQ regarding clarification, cure of missing documents, and waiver of minor irregularities.

The response shall provide:

- The Protégé Firm's legal name and principal business address;
- Its anticipated Project role;
- A brief description of the existing or proposed relationship with the Respondent or Mentor Firm;
- Anticipated areas of professional exposure, collaboration, or development;
- Proposed key personnel from the Mentor Firm and Protégé Firm, if known; and
- A letter or other written confirmation from an authorized Protégé Firm representative confirming interest in the Initiative.

The RFQ response need not include a proposed fee, percentage, minimum hours, detailed work plan, curriculum, phase allocation, fixed deliverables, or participation matrix.

5. Goals and Representative Activities

The Mentor Firm and Protégé Firm should identify meaningful, Project-appropriate opportunities. Activities may include, but are not limited to:

• Programming and program verification; existing-condition investigation, field verification, and documentation; healthcare code and regulatory review; and familiarity with Broward Health standards;

• Application of Facility Guidelines Institute (FGI) requirements; coordination with the Florida Agency for Health Care Administration (AHCA); life-safety planning; and Infection Control Risk Assessment (ICRA) and Interim Life Safety Measures (ILSM) coordination;

• Design documentation; building information modeling (BIM) and interdisciplinary coordination; occupied-facility phasing; design-to-budget practices; and quality assurance and quality control;

• Permitting and bidding support; construction administration; field observation; Project closeout; and Project management, scheduling, communication, and coordination.

This list is nonexclusive and establishes no curriculum or required sequence. Activities shall remain flexible based on Project needs and the Protégé Firm's lawful scope, qualifications, experience, staffing, availability, capacity, insurance, and licensure.

6. Post-Award Implementation

Unless Broward Health directs otherwise, the selected Consultant shall submit a concise written Initiative Summary to the Broward Health Project Manager within 30 calendar days after notice to proceed, through the Project's ordinary submittal method. The Summary shall identify the Protégé Firm, principal Mentor Firm and Protégé Firm personnel, general anticipated activities or areas of exposure, and principal contacts.

The Initiative Summary documents a general understanding only; it is not a detailed work plan, fixed allocation of responsibilities, curriculum, or guarantee of any activity or outcome. The Consultant may update it as reasonably necessary for changes in Project scope, schedule, phasing, budget, technical or regulatory requirements, staffing, availability, qualifications, insurance, licensure, or capacity, with prompt notice to Broward Health of a material change.

7. Professional Responsibility and Project Protection

The Consultant remains solely contractually responsible for the Services, including professional quality and technical accuracy; Sub-consultant coordination and review; the applicable standard of care; schedule, budget, quality, and regulatory compliance; patient, staff, visitor, and facility safety; professional licensure; responsible charge; and signing and sealing. Broward Health's review or acknowledgment of Initiative information does not reduce or transfer those duties.

No work shall be assigned beyond the Protégé Firm's lawful scope or demonstrated qualifications, technical capability, staffing, availability, capacity, insurance, or licensure. Instruments of service shall be prepared, reviewed, signed, dated, and sealed as required by law and the resulting agreement.

The Consultant may supplement, reassign, suspend, or discontinue an Initiative activity when reasonably necessary to protect Project quality, schedule, budget, regulatory compliance, patient safety, the standard of care, or orderly performance of the Services. The Consultant shall promptly notify Broward Health if that action materially affects the Initiative.

8. Relationship of Parties

The Initiative creates no contract between Broward Health and the Protégé Firm and no joint venture, partnership, agency, fiduciary duty, employment relationship, exclusivity, or guarantee of future work. The Consultant remains responsible for its contractual relationships with the Mentor Firm, Protégé Firm, and other Sub-consultants.

Neither the Mentor Firm nor the Protégé Firm is required to disclose proprietary internal systems or competitively sensitive information, or alter its ownership, governance, staffing model, business practices, or internal operations solely to participate. Either firm may pursue other work independently, subject to separate enforceable confidentiality or conflict-of-interest obligations.

9. No Utilization Target or Guaranteed Outcome

The Initiative establishes no minimum participation percentage, dollar amount, fee allocation, hours, meetings, detailed plan, curriculum, guaranteed scope, future-work commitment, qualification for future work, or required business outcome.

The Consultant shall make a good-faith effort to implement the Initiative and provide meaningful professional exposure consistent with Project needs and the Protégé Firm's qualifications and capacity. Good faith does not require acceptance of deficient, incomplete, untimely, or unusable work; compromised Project performance, schedule, budget, regulatory compliance, patient safety, or standard of care; duplicate payment; absorption of rework or supplementation costs except as otherwise required by contract or law; or retention of an unavailable, unqualified, underperforming, or ineffective firm. Broward Health and its representatives reserve the right to review, audit, verify, and evaluate the Consultant's good-faith effort to implement the Initiative, and may consider the Consultant's performance under the Initiative when evaluating the Consultant for future Broward Health projects.

10. Separation from Small-Business Requirements

The Initiative is separate and distinct from all Certified Small Business Vendor, supplier-diversity, and subcontracting-utilization requirements in the RFQ, its addenda, or the resulting agreement. Identification or participation of a Protégé Firm does not itself establish certification, satisfy a separate requirement, receive credit toward a separate target, or modify any separate obligation.

The Initiative is separate from any small-business, supplier-diversity, or subcontracting-utilization requirement in the RFQ or resulting agreement and does not satisfy, substitute for, or count toward any such requirement. Whether any participation, expenditure, fee, or service associated with the Initiative qualifies for credit under a separate requirement is determined solely under that requirement and its own certification, documentation, and reporting rules, without regard to Initiative participation.

11. Limited Confirmation and Oversight

At reasonable intervals, Broward Health may request concise written confirmation that the identified Protégé Firm remains involved, together with a general description of activities or areas of exposure that have occurred or remain anticipated and notice of any material circumstance requiring replacement or substantial revision. The Consultant may provide this confirmation in a brief email or as part of progress reports or meeting minutes otherwise required for the Services.

Unless expressly required by the RFQ or resulting agreement, the Initiative requires no journals, detailed training records, utilization reports, recurring meeting agendas or minutes, formal interviews, phase-by-phase reports, detailed metrics, or separate reporting system. Nothing in this Section limits records or documentation independently required for the Services.

Broward Health and its representatives reserve the right to review, audit, verify, and evaluate the Consultant's good-faith effort to implement the Initiative, and may consider the Consultant's performance under the Initiative when evaluating the Consultant for future Broward Health projects.

12. Replacement or Changed Circumstances

The Consultant shall promptly notify Broward Health if the Protégé Firm becomes unavailable, withdraws, loses required qualifications, insurance, licensure, or capacity, performs assigned Services ineffectively, or must be removed, suspended, or reassigned to protect the Project.

If continued participation is not reasonably practicable, the Consultant shall make reasonable efforts to propose a replacement Protégé Firm. Replacement requires Broward Health approval and creates no entitlement to additional compensation or schedule relief unless expressly approved under the resulting agreement. If no suitable replacement is reasonably available, the Consultant shall so notify Broward Health, and Broward Health may, in writing, waive or adjust the Initiative for the remainder of the Project. The Consultant may take immediate protective action before approval when reasonably necessary, with prompt notice to Broward Health.

13. Compliance and Remedies

No participation-based liquidated damages apply to the Initiative. Failure to achieve a particular amount, percentage, number of hours, activities, or level of participation is not, by itself, a breach.

Broward Health retains ordinary contractual rights and remedies for a material misrepresentation in the Respondent's RFQ response; failure to identify the required Protégé Firm; failure to submit the Initiative Summary; refusal to make any good-faith implementation effort; failure to provide a reasonably requested confirmation or required notice; or another material breach of an express RFQ or agreement obligation.

14. Order of Precedence

The applicable RFQ, its addenda, and the resulting agreement control over this Guidance in the event of conflict or inconsistency. Nothing in this Guidance changes, limits, or relieves the Consultant of any obligation under those documents, including obligations concerning the Services, standard of care, schedule, budget, design-to-budget, regulatory compliance, patient and facility safety, professional licensure and responsible charge, Sub-consultant coordination and review, insurance, indemnification, correction of errors or omissions, confidentiality, security, facility access, records, audits, or separate small-business requirements.

RFQ Submission Checklist

For Respondent convenience only; this checklist adds no requirement beyond Section 4.

- Protégé Firm legal name and principal business address
- Anticipated Project role
- Existing or proposed relationship with the Respondent or Mentor Firm
- Anticipated professional exposure, collaboration, or development
- Proposed Mentor Firm and Protégé Firm key personnel, if known
- Written confirmation of interest from an authorized Protégé Firm representative