1800 NW 49th Street
Fort Lauderdale, FL 33309

BID # 2026-0012
ARCHITECTURAL SERVICES FOR BROWARD HEALTH MEDICAL CENTER ATRIUM VERTICAL EXPANSION
REQUEST FOR QUALIFICATIONS (RFQ)

ADDENDUM NUMBER: SIX (6) **November 23, 2026**

THIS ADDENDUM IS ISSUED PRIOR TO THE ACCEPTANCE OF THE FORMAL RFQs. THE FOLLOWING CLARIFICATIONS, AMENDMENTS, ADDITIONS, DELETIONS, REVISIONS, AND MODIFICATIONS, FORM A PART OF THE CONTRACT DOCUMENTS ONLY IN THE MANNER AND TO THE EXTENT STATED.

NOTIFICATION

1. **Supersession and Withdrawal of Prior Guide.**
   The **"Broward Health Project Architect Mentor-Protégé Development Program Guide"** previously incorporated through Addendum No. Three (3) is hereby **withdrawn and superseded in its entirety**.

   Respondents shall not rely on the superseded guide or any prior related instruction, form, or requirement concerning that guide.

2. **Incorporation of Final Approved Guidance.**
   The attached **"Broward Health Project Architect Emerging Firm Development Initiative Guidance," final approved version dated November 19, 2026** ("Guidance"), is incorporated into and forms part of the RFQ and Contract Documents.

   The Guidance is the sole and controlling emerging-firm, mentor-firm, or protégé-firm guidance applicable to this RFQ and Project, subject to the order-of-precedence provisions of the RFQ and resulting agreement.

3. **Nature and Scope of Initiative.**
   The Broward Health **Project Architect Emerging Firm Development Initiative** ("Initiative") is a project-based collaboration and professional-development requirement for the prime architect and an emerging architectural professional design firm serving as the **Protégé Firm**. It is not a separately administered or institution-wide formal mentor-protégé program.

   Engineering firms and other non-architectural subconsultants are not eligible to serve as Protégé Firms under the Initiative.

4. **Separate Small-Business Requirements.**

The Initiative is separate and distinct from every Certified Small Business Vendor and subcontracting-utilization requirement contained in the RFQ or resulting agreement.

Identification or participation of a Protégé Firm does not satisfy, substitute for, or count toward any separate small-business or subcontracting-utilization requirement.

Whether any participation, service, fee, or expenditure independently qualifies for credit under a separate requirement shall be determined solely under the certification, documentation, reporting, and other rules applicable to that separate requirement.

This Addendum does not amend the existing small-business participation percentage, reporting requirements, remedies, or other obligations stated elsewhere in the RFQ or resulting agreement.

5. **RFQ Submission Requirement.**
As a minimum RFQ responsiveness requirement, each Respondent shall identify at least one proposed Protégé Firm and submit the information required by Section 4 of the attached Guidance. The response shall include:
    1. The Protégé Firm's legal name and principal business address;
    2. Its anticipated Project role;
    3. A brief description of the existing or proposed relationship between the Protégé Firm and the Respondent or Mentor Firm;
    4. The anticipated areas of professional exposure, collaboration, or development;
    5. Proposed key personnel from the Mentor Firm and Protégé Firm, if known; and
    6. A letter or other written confirmation from an authorized representative of the Protégé Firm confirming its interest in participating in the Initiative.

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

    Failure to identify a proposed Protégé Firm and provide the required supporting information may render a response nonresponsive, subject to Broward Health's rights under the RFQ concerning clarification, cure of missing documents, and waiver of minor irregularities.

6. **No Participation Target or Initiative-Specific Liquidated Damages.**
The Initiative establishes no minimum participation percentage, dollar amount, fee allocation, number of hours, number of meetings, detailed work plan, curriculum, guaranteed scope, future-work commitment, or required business outcome.

No participation-based liquidated damages apply to the Initiative. Failure to achieve a particular amount, percentage, number of hours, number of activities, or other level of participation is not, by itself, a breach. Broward Health retains its ordinary contractual rights and remedies for:

1. A material misrepresentation in a Respondent's RFQ response;
2. Failure to identify the required Protégé Firm;
3. Failure to submit a required post-award Initiative Summary;
4. Refusal to make a good-faith effort to implement the Initiative;
5. Failure to provide a reasonably requested confirmation or required notice;
6. Another material failure to comply with an express requirement of the RFQ or resulting agreement.

7. **Post-Award Requirements.**
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.
The selected Consultant shall also:

1. Provide concise written confirmation of the Protégé Firm's continued involvement and a general description of activities or anticipated areas of exposure at reasonable intervals when requested by Broward Health; and
2. Promptly notify Broward Health of material changes affecting the Initiative, including circumstances that may require the suspension, reassignment, removal, or replacement of the Protégé Firm.

The detailed post-award requirements, professional responsibilities, replacement procedures, and compliance provisions are governed by the attached Guidance and resulting agreement.

8. **Proposed Form of Agreement.**
    1. Broward Health is issuing with this Addendum the "Proposed Form of **Project-Specific Contract for Architectural and Engineering Services**" for RFQ No. 2026-0012. The proposed form is provided for informational purposes so Respondents may review the anticipated contractual terms applicable to the selected design professional.

    2. The proposed form is not the Continuing Services Contract for Design Professional Services. It is a project-specific agreement for the Broward Health Medical Center Atrium Tower Vertical Expansion.

3. Respondents shall not complete, execute, or return the proposed agreement, Exhibit C, Exhibit 2, or any compensation-related field with their Statements of Qualifications. Respondents shall not submit fees, rates, compensation, reimbursable expenses, phase percentages, completed compensation exhibits, or other pricing information during the qualifications stage.

4. Consistent with Section 287.055(5), Florida Statutes, the awarded firm's legal name and the final negotiated scope, schedule, deliverables, compensation, phase percentages, reimbursable expenses, personnel rates, and other negotiated terms will be completed only after the competitive selection process, during negotiations with the highest-ranked selected firm. If negotiations are unsuccessful, Broward Health may terminate negotiations and proceed in accordance with Section 287.055, Florida Statutes.

5. Contract questions or requested exceptions must be submitted in accordance with the RFQ's written inquiry process. No requested exception or qualification will be binding unless expressly accepted by Broward Health in writing and incorporated into the final executed agreement, Exhibit C, or a duly executed Amendment.

6. The Proposed Form of Project-Specific Contract for Architectural and Engineering Services is provided for review only. Respondents shall not complete, execute, or return the proposed agreement or its exhibits with their Statements of Qualifications. Respondents must, however, comply with the Emerging Firm Development Initiative submission requirements in Section 5 and acknowledge this Addendum as required by the RFQ.

9. **Deletion of RFQ Section IV(16), Warranty and Indemnification.**

Section IV(16), Warranty and Indemnification, of the RFQ is hereby deleted in its entirety and shall not apply to this RFQ, the Project, or any agreement resulting from this RFQ.

The selected Consultant's indemnification obligations, including any obligation relating to defense costs, shall be governed solely by the Project-Specific Contract for Architectural and Engineering Services, as finally negotiated and executed.

No indemnification, defense, hold harmless, or limitation provision formerly contained in Section IV(16) shall survive, apply, or be used to interpret the resulting agreement.

This deletion is a written modification of Section IV by Broward Health and is not a requested exception by any Respondent. All other provisions of Section IV remain in full force and effect, except as expressly modified by this Addendum.

10. **Prior Submissions.**
    Any Respondent that submitted a response before issuance of this Addendum may submit a replacement or supplemental submission in accordance with Broward Health's instructions and before the applicable response due date. To the extent permitted by the RFQ, the latest timely submission shall control over the Respondent's earlier submission.

11. **Conflict and Continuing Effect.**
    This Addendum controls over any prior addendum, question-and-answer response, attachment, form, instruction, or other RFQ provision concerning the superseded **Broward Health Project Architect Mentor-Protégé Development Program Guide** or the Initiative.

    Except as expressly amended by this Addendum, all other RFQ requirements remain unchanged and in full force and effect.
    Respondents shall acknowledge receipt of this Addendum on the Addenda Acknowledgement Form included with their RFQ responses.

Q&A

1. Would Broward Health be open to negotiating an overall limitation of liability? The proposed form of agreement does not include an overall limitation of Consultant liability. RFQ Section IV(16), including the indemnification limitation it contained, has been deleted in its entirety by Addendum No. Six (6) and does not apply to the resulting agreement. Respondents may submit contract questions and requested exceptions through the RFQ inquiry process, but may not condition a Statement of Qualifications on any change. Broward Health is not committing in advance to a limitation of liability. Any modification may be considered only during negotiations with the highest-ranked selected firm under Section 287.055(5), Florida Statutes. A modification takes effect only if Broward Health expressly accepts it in writing and it is incorporated into the executed agreement.

2. Limitation of Liability. Section IV(30) limits Broward Health's liability under § 768.28, Florida Statutes. Will Broward Health consider a reasonable limitation of the firm's liability, such as a cap tied to the fee or to available insurance limits? Broward Health's limitation of liability under Section 768.28, Florida Statutes, reflects its sovereign immunity as a special taxing district. It does not create a matching limitation on Consultant liability. The proposed form of agreement does not limit Consultant liability to the fee or to insurance limits, and the required insurance coverages are minimums, not a limit on liability. Any requested limitation may be considered only during negotiations with the highest-ranked selected firm. It takes effect only if Broward Health expressly accepts it in writing and it is incorporated into the executed agreement.

3. Would Broward Health be open to negotiating a mutual waiver of consequential damages? The proposed form of agreement does not contain a mutual waiver of consequential damages. Any requested modification may be considered only during negotiations with the highest-ranked selected firm. It takes effect only if Broward Health expressly accepts it in writing and it is incorporated into the executed agreement. Broward Health is not committing in advance to such a waiver.

4. Would Broward Health consider removing the defense obligation as this is uninsurable under any architect's professional liability policy? Yes. RFQ Section IV(16), which contained the defense obligation, has been deleted in its entirety by Addendum No. Six (6) and does not apply to the resulting agreement. The proposed form of agreement does not require the Consultant to defend Broward Health. The Consultant's indemnification obligation, including reimbursement of reasonable defense costs, applies only to the extent caused by the Consultant's negligence, recklessness, or intentionally wrongful conduct, in proportion to its percentage of fault, consistent with Section 725.08, Florida Statutes.

5. Negotiation of Terms (Sections III.A(1)(e) and IV). Section IV states that the final Agreement will be negotiated under § 287.055, Florida Statutes, and that Broward Health may consider terms proposed by the awarded firm. Section III.A(1)(e) states that the awarded firm is bound by Section IV "without modification or exception." Please confirm that the awarded firm may propose additional terms during the Competitive Negotiation Stage without being deemed non-responsive. A respondent will not be deemed non-responsive merely because it asks questions or identifies requested contract exceptions through the RFQ inquiry process. The highest-ranked selected firm may discuss proposed contract terms during competitive negotiations. However, no exception or qualification is binding unless Broward Health expressly accepts it in writing and it is incorporated into the executed agreement. Section IV, as modified by addenda issued by Broward Health, including Addendum No. Six (6), and the proposed form of agreement otherwise remain applicable. Respondents must not include pricing in the Statement of Qualifications.

6. Duty to Defend (Section IV(16)). Section 725.08(2), Florida Statutes, provides that a professional services contract with a public agency may not require the design professional to defend the agency. Will Broward Health remove "defend" from Section IV(16), or limit the firm's obligation to reimbursing defense costs in proportion to its negligence? Yes. RFQ Section IV(16) has been deleted in its entirety by Addendum No. Six (6) and does not apply to this RFQ, the Project, or the resulting agreement. The Consultant's indemnification obligations are governed solely by the Project-Specific Contract for Architectural and Engineering Services, as finally negotiated and executed. The proposed form of agreement does not require the Consultant to defend Broward Health. It requires reimbursement of reasonable defense costs only in proportion to the Consultant's percentage of fault, consistent with Section 725.08, Florida Statutes.

ATTACHMENT A

BROWARD HEALTH PROJECT ARCHITECT EMERGING FIRM DEVELOPMENT INITIATIVE GUIDANCE

ATTACHMENT B

PROPOSED FORM OF PROJECT-SPECIFIC CONTRACT FOR ARCHITECTURAL AND ENGINEERING SERVICES

END ADDENDUM