

# REQUEST FOR PROPOSALS



## GENERAL ARCHITECTURAL & DESIGN SERVICES

RFP: LAS VEGAS RECOVERY COMMUNITY CENTER #SLRFP0217-01

FOUNDATION FOR RECOVERY  
4800 ALPINE PL.,  
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# I. GENERAL INFORMATION

The Foundation for Recovery (The Foundation) is seeking proposals from a qualified firm to provide architectural services related to but not limited to the planning, designing, bidding, and construction oversight phases of a renovation and remodeling project at our recovery community center located at 4800 Alpine Pl., Las Vegas, 89107. Proposals will be accepted at The Foundation Monday through Friday, 9:00 a.m. to 5:00 p.m. Proposals will be accepted up to and no later than 5:00 p.m., Friday, August 25, 2023.

On March 11, 2021, President Biden signed the U.S. Senate-amended H.R. 1319 (P.L. 117-2) known as the American Rescue Plan Act (hereinafter “ARPA”) and on May 10, 2021, the U.S. Treasury issued the Interim Final Rule (“IFR”) to implement ARPA in Title 31, Part 35 of the Code of Federal Regulations (“CFR”) describing eligible and ineligible uses of funds (as well as other program provisions). Under ARPA Section 603 (c)(1)(A) and (3) and the Interim Final Rule 31 CFR 35.6(b)(7), the CITY OF LAS VEGAS may use Coronavirus State and Local Fiscal Recovery Fund (“CSLFRF”) Funds to award grants to organizations that are responding to the negative impact of the COVID-19 public health emergency.

In May 2021, Treasury published the interim final rule (“IFR”) describing eligible and ineligible uses of SLFRF and other program requirements. On January 6, 2022, the U.S. Department of the Treasury (“Treasury”) adopted the final rule implementing the SLFRF program. The final rule became effective on April 1, 2022. Before the final rule effective date, the IFR remained in effect; funds used consistently with the IFR while it was in effect complied with the SLFRF program.

The United States Department of Treasury has adopted guidance regarding the use of ARPA funds to respond to the COVID-19 public health emergency and its economic impacts through four categories:

1. To respond to the public health emergency or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality;
2. To respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers;
3. For the provision of government services to the extent of the reduction in revenue due to the COVID-19 public health emergency relative to revenues collected in the most recent full fiscal year before the emergency; and
4. To make necessary investments in water, sewer, and broadband infrastructure;

“This project is being supported, in whole or in part, by federal award number 21.027 – Coronavirus State and Local Fiscal Recovery (CSLFRF) awarded to the City of Las Vegas by the U.S. Department of the Treasury.”

**Project Goal:**

The Foundation's intent is to retain an architectural firm with the qualifications and staff resources necessary to perform planning, designing, bidding, and construction oversight phases of a remodel project at our recovery community center. The successful firm will provide services for Foundation for Recovery as outlined in Section II. Scope of Work. The Foundation is looking for a firm with the capability to also provide added value services including, but not limited, to structural engineering, security consultation, permitting, technology consultation, interior design, etc.

**Immediate anticipated projects include:**

1. Provide design development and cost estimation for the remodeling of a community center, approximately 8,460 sq. ft. with multi purpose rooms, small cafe, employee offices, storage, computer bank, and lounge space. Provide bid documents and construction administration assistance for any approved design.
2. Provide design development and cost estimation for the expansion and remodeling of a community clinic adjacent to the community recovery center, approximately 3,110 sq. ft. to include reception, exam and consulting rooms, provider offices, lab area, storage, and discharge area.
3. Provide design development and cost estimation for the remodeling of shared common areas, including first floor lobby, stairwell, and rated corridor on the second floor of the community center.

The proposer shall demonstrate substantial experience in undertaking and completing the type of work required. Questions about this project should be directed to:

Mr. Sean O'Donnell, Executive Director  
(702) 461-9649  
[sodonnell@forrecovery.org](mailto:sodonnell@forrecovery.org)

## II. SCOPE OF WORK

The following scope of services is included as a guide for the proposer. It is designed to identify the minimum service level expected from the successful firm and as such should be modified and augmented, based upon the experience of the firm, as necessary to complete the project:

### **General:**

The architectural firm being selected through this Request for Proposal process will enter into an agreement with the Foundation for Recovery to provide architectural services related to projects at various stages from pre-design to post-construction. The level of service requested will vary based on the scope of any given project and feasibility review.

Based on the requirements of the Foundation for Recovery the selected firm shall provide architectural services meeting all standards and codes used in design for basic services as required on projects as follows:

1. Pre-Design Evaluation
2. Cost Estimating / Condition Survey and Report
3. Schematic Design
4. Design Development
5. Contract Documents
6. Permitting
7. Bidding/Award
8. Construction Administration
9. Project Management / Resident Project Representation (RPR)
10. Commissioning

### **The Architect shall:**

1. Review existing drawings, plans, and actual conditions, and advise the Foundation on issues of concern in regard to design, equipment selection, material selection, cost estimation as well as cost (life-cycle) analysis.
2. Provide schematic and design development, bid documents, and a detailed cost estimate at each phase, which may include:
  - a. Attend coordination meetings and board presentations
  - b. Provide progress prints/cost estimates (labor and materials) at appropriate intervals
  - c. Include elevations of exposed mechanical or electrical units, and/or three-dimensional renderings (as requested)
  - d. Provide architectural design drawings which shall include all components and accessories
3. Assist in the bidding phases:
  - a. Attend pre-bid and pre-construction meetings
  - b. Answer questions/clarifications during bidding
4. Review and evaluate submittals and claims for extra costs.

5. Inspect the construction site and actively participate in on-site construction meetings. Advise the Foundation regarding interpretations of contract documents and payments to contractors.
6. Conduct and assist the Foundation for substantial completion by preparing a punch list and conducting a final inspection.

## Detail/Phases:

1. **Pre-Design Evaluation:** Consult with the Foundation staff, board, volunteers, participants, grantors and other necessary and appropriate stakeholders, government units, utilities, organizations, and persons in order to ascertain project requirements and review the program prepared by the Foundation, recommending any necessary revisions.
2. **Cost Estimating / Condition Survey and Report:** Investigate, analyze and measure the existing facilities to the extent necessary to determine the information necessary for project work. Measure and verify floor plans and equipment locations in the existing building. Review existing system replacement studies (if applicable), analyze building components, heating/cooling load requirements, Foundation floor plans and drawings (as available) and make system recommendations. Prepare drawings and a report summarizing existing facilities and their condition. Prepare probable construction cost estimates to assist the Foundation in the preparation of Capital Improvement Program requests for internal use. As part of the investigation, identify and document issues pertaining to any future project (accessibility, operations impact, etc.). Assist in the identification of grant or alternate funding opportunities including preparation of documents required for compliance at request of the Foundation and City of Las Vegas.
3. **Schematic Design:** Upon receipt of written notification to proceed, prepare schematic designs for review and approval by a designee of the Foundation's Board of Directors. The schematic drawings shall show project design features. A detailed cost estimate separating labor and materials shall accompany the schematic drawings for each design option developed. Life-cycle cost estimates to be provided upon request. Advancement to next design phase pending The Foundation's review of report, comments and Notice to Proceed.
4. **Design Development:** After the approval of the final schematic design submission, the Foundation shall issue a written order to proceed with the Design Development phase. Submit detailed design drawings showing the general design, outline specifications, revised cost estimates, material cut sheets and material selection. If alternate layouts, design, work items and materials exist, the alternatives are to be prioritized with a recommendation of the best alternative with selection rationale outlined. Provide architectural design drawings which shall include all components and accessories, including system elevations (when applicable) in relation to project. Prepare a list of all permits, licenses, review, and approvals as required. Advancement to next design phase pending The Foundation's review of report, comments and Notice to Proceed.

5. **Contract Documents:** Perform the final design and the preparation of detailed contract documents in accordance with applicable City, County, State, and Federal regulations (“codes”) for all elements of work including architectural plans, custom details, phasing plans and structural and/or engineering modifications, as needed. Provide design progress reviews with the Foundation and other authorities as required (typically at 50% and 95% completion). Provide progress prints, specifications and revised cost estimates at specified intervals for the Foundation’s review and approval. Provide for approval by the Foundation, the Contract Documents including bidding forms, the Contract Agreement, and General Conditions, using standard AIA Contract Conditions, project specifications and working drawings for the Project. The bid documents are to conform with Federal Standards wherever applicable.
6. **Bidding / Award:** The Architect is to assist the Foundation in pre-bid and pre-award meetings, obtaining bids, and reviewing and recommendation awards, evaluating alternate bids, and preparing a construction contract, as well as:
  - a. Assist in the evaluation of product or systems substitutions.
  - b. Prepare addenda for Foundation advertisement/issuance.
7. **Construction Administration:** Provide during the construction contract to be entered into by the Foundation for the construction of the project, to the satisfaction of the Foundation, periodic architectural services to verify adherence to the design and to assist in the administration of the construction until final completion and acceptance by the Foundation. Conduct a pre-construction conference after receipt of a written request to do so from the Foundation. Such preconstruction conference shall include at least the Architect, or its authorized representative, the contractor(s), authorized representatives of the Foundation, as well as representatives of any other public or private agencies which the Foundation determines should be in attendance. At the preconstruction conference, the Architect shall:
  - a. Observe that all necessary permits and licenses have been obtained prior to work commencement.
  - b. Raise for discussion and decision, the manner in which the construction will be administered by itself and the Foundation, the scheduling of construction, and any and all other issues or questions which in the opinion of the Architect or the Foundation must be settled before the start of construction. Before convening the preconstruction conference, the Architect shall confer with an authorized representative of the Foundation concerning the agenda and who is to attend.
  - c. Prepare and distribute minutes within a specified time following the meeting.
  - d. Throughout all Phases, prepare and update on an interval that is mutually agreed upon, an Estimate of Construction Cost consistent with the Foundation’s funding requirements in a format acceptable to the Foundation. The Estimate of Construction Costs shall document approved change orders (CO’s) and any and all anticipated changes to the construction cost on an individual prime contract basis and indicate contingency balance.
  - e. Recommend necessary or desirable changes (adds and credits) to the Foundation, review requests for changes, assist in negotiating Contractor’s proposals, submit recommendations to the Foundation. If they are accepted,

review change orders for the Foundation's authorization. There shall be no change in the scope of the work or in materials specified by the Architect until approval for such change has been given in writing by the Foundation.

- f. Determine, based on the Architect's inspections and the contractor's applications for payment, the amount owing to the contractor and will issue certificates for payment in such amounts. By reviewing and approving a certificate for payment, the Architect will also represent to the Foundation that, to the best of its knowledge, information, and belief, based on what its observations have revealed, the quality of the work is in accordance with the Contract Documents. Review and make recommendations to the Foundation on any claims received from contractors.
  - g. Make visits to the job site (at a frequency dictated by specific project/project phase) during power service cut and re-routing for the purpose of clarifying or interpreting any phase of the work and monitoring job progress, where necessary and/or requested. Conduct and attend on-the-job field meetings (at a frequency dictated by specific project/project phase) to review procedures, progress, scheduling, contractor compliance and other issues. Provide and distribute minutes of these meetings to the Foundation and to parties designated by the Foundation within a specified time period. Where field conditions differ from contract documents or disputes arise, the Architect shall resolve issues satisfactorily to the Foundation.
  - h. Issue punch list(s) and re-inspect as necessary, coordinate warranty submissions with manufacturers. Following the contractor's completion of the punch list, conduct final inspections in conjunction with the Foundation. The Architect shall create a "closeout" checklist for each contract and shall monitor the closeout process as part of the Certificate of Substantial Completion of the work. The approval of the Foundation, or other Agency approvals, shall be required as a condition for the acceptance of the work by the Foundation.
  - i. Furnish to the Foundation for Recovery, based on marked up prints, drawings and other data furnished by the contractor, a set of reproducible drawings showing all construction (elements/systems) as actually built. Provide the Foundation with AutoCAD files in a format acceptable to the Foundation and one set of reproducible drawings. Secure and transmit to the Foundation all required guarantees, affidavits, releases, bonds, and waivers and other closeout documents.
8. **Resident Project Representation (RPR):** If requested, furnish during the construction period, a full-time or part-time Resident Project Representative, as required under the supervision of a licensed professional engineer or licensed architect of the Architect. The qualifications of the personnel shall be subject to approval by the Foundation. Prepare a daily diary or log book, recording the hours worked on the job site, weather conditions, list of visiting officials, daily activities, decisions, manning levels by trade, observations in general, and specific observations in more detail (as in the case of observing test procedures). At the completion of the Project, the aforementioned diary or log (or certified copy) shall be delivered by the Architect to the Foundation.



- 9. Commissioning:** The Commissioning agent will develop and coordinate the execution of the testing plan, observe and document performance of the improvements, system integration and functionality in accordance with the documented design. This shall include testing and observing the operation and function of all components and controls involved in the new systems, including an assessment of responsible parties for correcting any problems and errors in the system.

The agent will also review submittals, and start up procedures, witness testing of selected pieces of the system, oversee training and system documentation and review, and approve Operation and Maintenance Manuals from the contractor for completeness.

The agent will provide the Foundation a written Final Commissioning Report.

## Agreements:

The Foundation's intent is to retain an architectural firm with the qualifications and staff resources necessary to perform the services outlined in this document for a minimum of one year.

Payment for services is anticipated to be on the basis of an approved hourly rate schedule. The magnitude of services will vary by project.

The Foundation may request a fee proposal prior to commencing any approved project.

The Foundation may utilize a professional services agreement outlining mutual promises prior to commencing any approved project.

The Foundation will reserve the right to approve additional architectural firms for projects as it deems necessary.

### III. GENERAL REQUIREMENTS

1. The Architect's firm, including principals, project managers, and key personnel shall have relevant experience with similar work and shall be competent to perform the services required under this RFP.
2. The work contemplated is professional in nature. It is understood that the Architect, acting as an individual, corporation, or other legal entity, is of professional status, and is licensed, as appropriate, to perform in the State of Nevada, and shall be governed by the professional ethics of said professions in its relationship to the Foundation for Recovery
3. It is understood that all reports, information, or data prepared or assembled by the Architect shall be confidential in nature and shall not be made available to any individual or organization, except the Foundation for Recovery, without the prior written approval of the Foundation's authorized representative(s).
4. The Architect shall be financially solvent. The Foundation reserves the right to request information to determine solvency.
5. The Architect shall be responsible for complying with local, state, and federal codes, legislation procedures, and regulations affecting work in their professional area.

## IV. SUBMISSIONS

Proposals will be evaluated on the basis of all information provided. To evaluate capability for completing the work as outlined in this RFP, each proposal should provide detailed responses to each of the following requirements as listed here:

1. Company Overview and Qualification
  - a. Name, address, telephone number, and email address of each participating firm
  - b. Name and addresses of each firm's principal officers
  - c. A description of each firm's technical capabilities and areas of expertise
  - d. A description of the firm's ability to provide the service level as outlined in Section II- Scope of Work
  - e. A description of the firm's experience in sustainable design to reduce non-renewable resource consumption, minimize waste, and create healthy, productive environments
  - f. A description of similar projects completed by the firm within a 150 mile radius of Las Vegas, Nevada. Include the name and telephone number of a reference person from the contracting organization who can be contacted for reference
  - g. A description of how the project will be managed; who will do the work and the role the various members of a multi-disciplinary consortium will play in the design process. Include a summary of the firm's understanding and experience in coordinating projects with regulatory and other governmental agencies, and use of federal funds.
  - h. A description of additional services offered including, but not limited to, structural engineering, security consultation, technology consultation, interior design etc.
2. **Assurances**
  - a. During the performance of this project, all contracts must include language required by federal, state, local authorities for use of federal grant funds. Contractors must agree to provisions and clauses included in any contracts or subcontracts under this project. These clauses and provisions may be found in Appendix A of this Request for Proposal.

Four (4) copies of the submission must be delivered to the address below or one (1) copy delivered electronically via the email provided below with the RFP name "LAS VEGAS RECOVERY COMMUNITY CENTER #SLRFP0217-01" in the subject line, by 5:00 p.m. on Friday, August 25, 2023:

Sean O'Donnell, Executive Director  
Foundation for Recovery  
sodonnell@forrecovery.org  
4800 Alpine Pl.,  
Suite 12  
Las Vegas, NV 89107

## V. SELECTION PROCESS

Foundation for Recovery will use a competitive bid process for receiving and reviewing proposals. The Foundation's board of directors will delegate proposal review to a sub-committee of the board. The sub-committee will comprise an odd number of reviewers, consisting of no less than three reviewers. The sub-committee will make their suggestions to a designee of the Foundation's Board of Directors who will select an architectural firm. Critical factors in this selection will include responsiveness of the proposal to this Request for Proposal (RFP); description of approach to the services, relevant project experience, qualifications of the responding firms and principal assigned staff; readiness to undertake the required services; ability to execute an acceptable written contract; cost and price; and client references. The Foundation reserves the right to reject any or all proposals, and to request written clarification of proposals and supporting materials. The Foundation reserves the right to accept the proposal most favorable to the project after all proposals have been examined and evaluated.

Interviews may be conducted in-person with one or more responsible entities that have submitted proposals in order to clarify certain elements if such information cannot be satisfactorily obtained by phone or via email.

Questions regarding this RFP should be directed to:

Sean O'Donnell, Executive Director

Foundation for Recovery

(702) 461-9649

[sodonnell@forrecovery.org](mailto:sodonnell@forrecovery.org)\*

*\*Please include the title of this RFP in the subject line of all email correspondences, "LAS VEGAS RECOVERY COMMUNITY CENTER #SLRFP0217-01"*

## Appendix A

### Assurances and Clauses

Below are special provisions applicable to this contract under 2 CFR Part 200, Uniform Guidance and the American Rescue Plan Act, Coronavirus State, and Local Fiscal Recovery Fund Final Rule published by the U.S. Treasury.

Construction Clauses
(A) Contracts for more than the simplified acquisition threshold, which is the inflation-adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by <a href="#">41 U.S.C. 1908</a> , must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
(B) All contracts over \$10,000 must address termination for cause and convenience by the non-Federal entity, including the manner by which it will be effected and the basis for settlement.
(C) Equal Employment Opportunity. Except as otherwise provided under <a href="#">41 CFR Part 60</a> , all contracts that meet the definition of “federally assisted construction contract” in <a href="#">41 CFR Part 60–1.3</a> must include the equal opportunity clause provided under <a href="#">41 CFR 60–1.4(b)</a> , by Executive Order 11246, “Equal Employment Opportunity” ( <a href="#">30 FR 12319, 12935, 3 CFR Part, 1964–1965 Comp.</a> , p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at <a href="#">41 CFR part 60</a> , “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
(D) Davis-Bacon Act, as amended ( <a href="#">40 U.S.C. 3141–3148</a> ). When required by Federal program legislation, all prime construction contracts over \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act ( <a href="#">40 U.S.C. 3141–3144</a> , and <a href="#">3146–3148</a> ) as supplemented by Department of Labor regulations ( <a href="#">29 CFR Part 5</a> , “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). By the statute, contractors must be 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, contractors must pay wages no less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-

## Construction Clauses

Kickback” Act ([40 U.S.C. 3145](#)), as supplemented by Department of Labor regulations ([29 CFR Part 3](#), “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work to give up any part of the compensation to which they are otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act ([40 U.S.C. 3701–3708](#)). Where applicable, all contracts awarded by the non-Federal entity more than \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with [40 U.S.C. 3702](#) and [3704](#), as supplemented by Department of Labor regulations ([29 CFR Part 5](#)). Under [40 U.S.C. 3702](#) of the Act, each contractor must be required to compute the wages of every mechanic and laborer based on a standard work week of 40 hours. Work over the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the introductory rate of pay for all hours worked more than 40 hours in the work week. The requirements of [40 U.S.C. 3704](#) apply to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials, or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under [37 CFR § 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 CFR Part 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.

(G) Clean Air Act ([42 U.S.C. 7401–7671q.](#)) and the Federal Water Pollution Control Act ([33 U.S.C. 1251–1387](#)), as amended—Contracts and subgrants of amounts over \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued under the Clean Air Act ([42 U.S.C. 7401–7671q](#)) and the Federal Water Pollution Control Act as amended ([33 U.S.C. 1251–1387](#)). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see [2 CFR 180.220](#)) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at [2 CFR 180](#) that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names

<b>Construction Clauses</b>
of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
(I) Byrd Anti-Lobbying Amendment ( <a href="#">31 U.S.C. 1352</a> )—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. 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 <a href="#">31 U.S.C. 1352</a> . Each tier must 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 non-Federal award.
(J) See <a href="#">§ 200.323</a> . Procurement of recovered materials.
(K) See <a href="#">§ 200.216</a> . Prohibition on certain telecommunications and video surveillance services or equipment.
(L) See <a href="#">§ 200.322</a> . 200.322 Domestic preferences for procurements.
<b><u>Increasing Seat Belt Use in the United States.</u></b> Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Contractor is encouraged to adopt and enforce on-the-job seat belt policies and programs for your employees when operating company-owned, rented or personally owned vehicles.
<b><u>Reducing Text Messaging While Driving.</u></b> Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Contractor is encouraged to adopt and enforce policies that ban text messaging while driving, and establish workplace safety policies to decrease accidents caused by distracted drivers.