

# Tab 1 – Master Agreement

## General Terms and Conditions

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- ◆ Customer Support
  - The vendor shall provide timely and accurate technical advice and sales support. The vendor shall respond to such requests within one (1) working day after receipt of the request.
  
- ◆ Disclosures
  - Respondent affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.
  - The respondent affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.
  
- ◆ Renewal of Contract
  - Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew for up to five (5) additional one-year terms or any combination of time equally not more than 5 years if agreed to by Region 14 ESC and the vendor.
  
- ◆ Funding Out Clause
  - Any/all contracts exceeding one (1) year shall include a standard “funding out” clause. A contract for the acquisition, including lease, of real or personal property is a commitment of the entity’s current revenue only, provided the contract contains either or both of the following provisions:
    - Retains to the entity the continuing right to terminate the contract at the expiration of each budget period during the term of the contract and is conditioned on a best efforts attempt by the entity to obtain appropriate funds for payment of the contract.
  
- ◆ Shipments (if applicable)
  - The awarded vendor shall ship ordered products within seven (7) working days for goods available and within four (4) to six (6) weeks for specialty items after the receipt of the order unless modified. If a product cannot be shipped within that time, the awarded vendor shall notify the entity placing the order as to why the product has not shipped and shall provide an estimated shipping date. At this point the participating entity may cancel the order if estimated shipping time is not acceptable.
  
- ◆ Tax Exempt Status
  - Since this is a national contract, knowing the tax laws in each state is the sole responsibility of the vendor.

- ◆ Payments
  - The entity using the contract will make payments directly to the awarded vendor or their affiliates (distributors/business partners/resellers) as long as written request and approval by NCPA is provided to the awarded vendor.
- ◆ Adding authorized distributors/dealers
  - Awarded vendors may submit a list of distributors/partners/resellers to sell under their contract throughout the life of the contract. Vendor must receive written approval from NCPA before such distributors/partners/resellers considered authorized.
  - Purchase orders and payment can only be made to awarded vendor or distributors/business partners/resellers previously approved by NCPA.
  - Pricing provided to members by added distributors or dealers must also be less than or equal to the pricing offered by the awarded contract holder.
  - All distributors/partners/resellers are required to abide by the Terms and Conditions of the vendor's agreement with NCPA.
- ◆ Pricing
  - All pricing submitted shall include the administrative fee to be remitted to NCPA by the awarded vendor. It is the awarded vendor's responsibility to keep all pricing up to date and on file with NCPA.
  - All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing
- ◆ Warranty
  - Proposal should address the following warranty information:
    - Applicable warranty and/or guarantees of equipment and installations including any conditions and response time for repair and/or replacement of any components during the warranty period.
    - Availability of replacement parts
    - Life expectancy of equipment under normal use
    - Detailed information as to proposed return policy on all equipment
  - Products
    - Vendor shall provide equipment, materials and products that are new unless otherwise specified, of good quality and free of defects
  - Construction
    - Vendor shall perform services in a good and workmanlike manner and in accordance with industry standards for the service provided.
- ◆ Safety
  - Vendors performing services shall comply with occupational safety and health rules and regulations. Also all vendors and subcontractors shall be held responsible for the safety of their employees and any conditions that may cause injury or damage to persons or property.

- ◆ Permits
  - Since this is a national contract, knowing the permit laws in each state is the sole responsibility of the vendor.
- ◆ Indemnity
  - The awarded vendor shall protect, indemnify, and hold harmless Region 14 ESC and its participants, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the vendor, vendor employees or vendor subcontractors in the preparation of the solicitation and the later execution of the contract.
- ◆ Franchise Tax
  - The respondent hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes.
- ◆ Supplemental Agreements
  - The entity participating in this contract and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the participating entity and awarded vendor.
- ◆ Certificates of Insurance
  - Certificates of insurance shall be delivered to the Public Agency prior to commencement of work. The insurance company shall be licensed in the applicable state in which work is being conducted. The awarded vendor shall give the participating entity a minimum of ten (10) days notice prior to any modifications or cancellation of policies. The awarded vendor shall require all subcontractors performing any work to maintain coverage as specified.
- ◆ Legal Obligations
  - It is the Respondent's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services identified in this RFP and any awarded contract and shall comply with all while fulfilling the RFP. Applicable laws and regulation must be followed even if not specifically identified herein.
- ◆ Protest
  - A protest of an award or proposed award must be filed in writing within ten (10) days from the date of the official award notification and must be received by 5:00 pm CST. Protests shall be filed with Region 14 ESC and shall include the following:
    - Name, address and telephone number of protester
    - Original signature of protester or its representative
    - Identification of the solicitation by RFP number
    - Detailed statement of legal and factual grounds including copies of relevant documents and the form of relief requested

- Any protest review and action shall be considered final with no further formalities being considered.

#### ◆ Force Majeure

- If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.
- The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders and regulation of any kind of government of the United States or any civil or military authority; insurrections; riots; epidemics; pandemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty

#### ◆ Prevailing Wage

- It shall be the responsibility of the Vendor to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the purchaser. It shall further be the responsibility of the Vendor to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of this contract and adjust wage rates accordingly.

#### ◆ Termination

- Either party may cancel this contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.

#### ◆ Open Records Policy

- Because Region 14 ESC is a governmental entity responses submitted are subject to release as public information after contracts are executed. If a vendor believes that its response, or parts of its response, may be exempted from disclosure, the vendor must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition,



the respondent must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s).

- The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 14 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the respondent are not acceptable. Region 14 ESC must comply with the opinions of the OAG. Region 14 ESC assumes no responsibility for asserting legal arguments on behalf of any vendor. Respondent are advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

# Process

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Region 14 ESC will evaluate proposals in accordance with, and subject to, the relevant statutes, ordinances, rules, and regulations that govern its procurement practices. NCPA will assist Region 14 ESC in evaluating proposals. Award(s) will be made to the prospective vendor whose response is determined to be the most advantageous to Region 14 ESC, NCPA, and its participating agencies. To qualify for evaluation, response must have been submitted on time, and satisfy all mandatory requirements identified in this document.

- ◆ Contract Administration
  - The contract will be administered by Region 14 ESC. The National Program will be administered by NCPA on behalf of Region 14 ESC.
- ◆ Contract Term
  - The contract term will be for three (3) year starting from the date of the award. The contract may be renewed for up to five (5) additional one-year terms or any combination of time equally not more than 5 years.
  - It should be noted that maintenance/service agreements may be issued for up to (5) years under this contract even if the contract only lasts for the initial term of the contract. NCPA will monitor any maintenance agreements for the term of the agreement provided they are signed prior to the termination or expiration of this contract.
- ◆ Contract Waiver
  - Any waiver of any provision of this contract shall be in writing and shall be signed by the duly authorized agent of Region 14 ESC. The waiver by either party of any term or condition of this contract shall not be deemed to constitute waiver thereof nor a waiver of any further or additional right that such party may hold under this contract.
- ◆ Price Increases
  - Should it become necessary, price increase requests may be submitted at any point during the term of the contract by written amendment. Included with the request must be documentation and/or formal cost justification for these changes. Requests will be formally reviewed, and if justified, the amendment will be approved.
- ◆ Products and Services Additions
  - New Products and/or Services may be added to the resulting contract at any time during the term by written amendment, to the extent that those products and/or services are within the scope of this RFP.
- ◆ Competitive Range
  - It may be necessary for Region 14 ESC to establish a competitive range. Responses not in the competitive range are unacceptable and do not receive further award consideration.
- ◆ Deviations and Exceptions
  - Deviations or exceptions stipulated in response may result in disqualification. It is the intent of Region 14 ESC to award a vendor's complete line of products and/or services, when possible.
- ◆ Estimated Quantities

- While no minimum volume is guaranteed, the estimated (but not limited to) annual volume for Products and Services purchased under the proposed Master Agreement is \$150 million dollars annually. This estimate is based on the anticipated volume of Region 14 ESC and current sales within the NCPA program.
- ◆ Evaluation
  - Region 14 ESC will review and evaluate all responses in accordance with, and subject to, the relevant statutes, ordinances, rules and regulations that govern its procurement practices. NCPA will assist the lead agency in evaluating proposals. Recommendations for contract awards will be based on multiple factors, each factor being assigned a point value based on its importance.
- ◆ Formation of Contract
  - A response to this solicitation is an offer to contract with Region 14 ESC based upon the terms, conditions, scope of work, and specifications contained in this request. A solicitation does not become a contract until it is accepted by Region 14 ESC. The prospective vendor must submit a signed Signature Form with the response thus, eliminating the need for a formal signing process. Contract award letter issued by Region 14 ESC is the counter-signature document establishing acceptance of the contract.
- ◆ NCPA Administrative Agreement
  - The vendor will be required to enter and execute the National Cooperative Purchasing Alliance Administration Agreement with NCPA upon award with Region 14 ESC. The agreement establishes the requirements of the vendor with respect to a nationwide contract effort.
- ◆ Clarifications / Discussions
  - Region 14 ESC may request additional information or clarification from any of the respondents after review of the proposals received for the sole purpose of elimination minor irregularities, informalities, or apparent clerical mistakes in the proposal. Clarification does not give respondent an opportunity to revise or modify its proposal, except to the extent that correction of apparent clerical mistakes results in a revision. After the initial receipt of proposals, Region 14 ESC reserves the right to conduct discussions with those respondent's whose proposals are determined to be reasonably susceptible of being selected for award. Discussions occur when oral or written communications between Region 14 ESC and respondent's are conducted for the purpose clarifications involving information essential for determining the acceptability of a proposal or that provides respondent an opportunity to revise or modify its proposal. Region 14 ESC will not assist respondent bring its proposal up to the level of other proposals through discussions. Region 14 ESC will not indicate to respondent a cost or price that it must meet to neither obtain further consideration nor will it provide any information about other respondents' proposals or prices.
- ◆ Multiple Awards
  - Multiple Contracts may be awarded as a result of the solicitation. Multiple Awards will ensure that any ensuing contracts fulfill current and future requirements of the diverse and large number of participating public agencies.

◆ Past Performance

- Past performance is relevant information regarding a vendor's actions under previously awarded contracts; including the administrative aspects of performance; the vendor's history of reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the vendor's businesslike concern for the interests of the customer.

# Evaluation Criteria

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- ◆ Pricing (40 points)
  - Electronic Price Lists
    - Products, Services, Warranties, etc. price list
    - Prices listed will be used to establish both the extent of a vendor's product lines, services, warranties, etc. available from a particular bidder and the pricing per item.
  
- ◆ Ability to Provide and Perform the Required Services for the Contract (25 points)
  - Product Delivery within participating entities specified parameters
  - Number of line items delivered complete within the normal delivery time as a percentage of line items ordered.
  - Vendor's ability to perform towards above requirements and desired specifications.
  - Past Cooperative Program Performance
  - Quantity of line items available that are commonly purchased by the entity.
  - Quality of line items available compared to normal participating entity standards.
  
- ◆ References and Experience (15 points)
  - A minimum of ten (10) public sector references for product and/or services of similar scope dating within past 3 years
  - Respondent Reputation in marketplace
  - Past Experience working with public sector.
  - Exhibited understanding of cooperative purchasing
  
- ◆ Value Added Products/Services Description, (10 points)
  - Additional Products/Services related to the scope of RFP
  - Marketing and Training
  - Minority and Women Business Enterprise (MWBE) and (HUB) Participation
  - Customer Service
  
- ◆ Innovation (10 points)
  - Past Innovation, how it affected sales
  - Future Innovation in the pipeline

# Signature Form

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The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this bid in collusion with any other Respondent and that the contents of this proposal as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

Prices are guaranteed: **120 days**

Company name	Via Inc
Address	205 Vista Blvd
City/State/Zip	Sparks NV 89434
Telephone No.	800-433-6614
Fax No.	800-433-9094
Email address	harnold@viaseating.com
Printed name	Heather Arnold
Position with company	Contracts Manager
Authorized signature	

# Tab 2 – NCPA Administration Agreement

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This Administration Agreement is made as of September 1, 2022, by and between National Cooperative Purchasing Alliance (“NCPA”) and Via Inc (“Vendor”).

## Recitals

WHEREAS, Region 14 ESC has entered into a certain Master Agreement dated September 1, 2022, referenced as Contract Number 07-128, by and between Region 14 ESC and Vendor, as may be amended from time to time in accordance with the terms thereof (the “Master Agreement”), for the purchase of Furniture;

WHEREAS, said Master Agreement provides that any state, city, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution, other government agency or nonprofit organization (hereinafter referred to as “public agency” or collectively, “public agencies”) may purchase products and services at the prices indicated in the Master Agreement;

WHEREAS, NCPA has the administrative and legal capacity to administer purchases under the Master Agreement to public agencies;

WHEREAS, NCPA serves as the administrative agent for Region 14 ESC in connection with other master agreements offered by NCPA

WHEREAS, Region 14 ESC desires NCPA to proceed with administration of the Master Agreement;

WHEREAS, NCPA and Vendor desire to enter into this Agreement to make available the Master Agreement to public agencies on a national basis;

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, NCPA and Vendor hereby agree as follows:

### ◆ General Terms and Conditions

- The Master Agreement, attached hereto as Tab 1 and incorporated herein by reference as though fully set forth herein, and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement.
- NCPA shall be afforded all of the rights, privileges and indemnifications afforded to Region 14 ESC under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to NCPA under this Agreement including, but not limited to, the Vendor’s obligation to provide appropriate insurance and certain indemnifications to Region 14 ESC.
- Vendor shall perform all duties, responsibilities and obligations required under the Master Agreement in the time and manner specified by the Master Agreement.
- NCPA shall perform all of its duties, responsibilities, and obligations as administrator of purchases under the Master Agreement as set forth herein, and Vendor acknowledges that NCPA shall act in the capacity of administrator of purchases under the Master Agreement.
- With respect to any purchases made by Region 14 ESC or any Public Agency pursuant to the Master Agreement, NCPA (a) shall not be construed as a dealer, re-marketer, representative, partner, or agent of any type of Vendor, Region 14 ESC, or such Public Agency, (b) shall not be obligated, liable or responsible (i) for any orders made by Region

14 ESC, any Public Agency or any employee of Region 14 ESC or Public Agency under the Master Agreement, or (ii) for any payments required to be made with respect to such order, and (c) shall not be obligated, liable or responsible for any failure by the Public Agency to (i) comply with procedures or requirements of applicable law, or (ii) obtain the due authorization and approval necessary to purchase under the Master Agreement. NCPA makes no representations or guaranties with respect to any minimum purchases required to be made by Region 14 ESC, any Public Agency, or any employee of Region 14 ESC or Public Agency under this Agreement or the Master Agreement.

- The Public Agency participating in the NCPA contract and Vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the Public Agency and Vendor. NCPA, its agents, members and employees shall not be made party to any claim for breach of such agreement.

◆ **Term of Agreement**

- This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the obligation to pay all amounts owed by Vendor to NCPA through the termination of this Agreement and all indemnifications afforded by Vendor to NCPA shall survive the term of this Agreement.

◆ **Fees and Reporting**

- The awarded vendor shall electronically provide NCPA with a detailed quarterly report showing the dollar volume of all sales under the contract for the previous quarter. Reports are due on the fifteenth (15<sup>th</sup>) day after the close of the previous quarter. It is the responsibility of the awarded vendor to collect and compile all sales under the contract from participating members and submit one (1) report. The report shall include at least the following information as listed in the example below:

Entity Name	Zip Code	State	PO or Job #	Sale Amount

**Total** \_\_\_\_\_

- Each quarter NCPA will invoice the vendor based on the total of sale amount(s) reported. From the invoice the vendor shall pay to NCPA an administrative fee based upon the tiered fee schedule below. Vendor’s annual sales shall be measured on a calendar year basis. Deadline for term of payment will be included in the invoice NCPA provides.

<u>Annual Sales Through Contract</u>	<u>Administrative Fee</u>
0 - \$30,000,000	2%
\$30,000,001 - \$50,000,000	1.5%
\$50,000,001+	1%

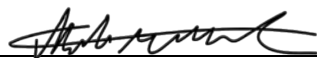


- Supplier shall maintain an accounting of all purchases made by Public Agencies under the Master Agreement. NCPA and Region 14 ESC reserve the right to audit the accounting for a period of four (4) years from the date NCPA receives the accounting. In the event of such an audit, the requested materials shall be provided at the location designated by Region 14 ESC or NCPA. In the event such audit reveals an under reporting of Contract Sales and a resulting underpayment of administrative fees, Vendor shall promptly pay NCPA the amount of such underpayment, together with interest on such amount and shall be obligated to reimburse NCPA's costs and expenses for such audit.

◆ General Provisions

- This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.
- Awarded vendor agrees to allow NCPA to use their name and logo within website, marketing materials and advertisement. Any use of NCPA name and logo or any form of publicity regarding this contract by awarded vendor must have prior approval from NCPA.
- If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement or to recover any administrative fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which such party may be entitled.
- Neither this Agreement nor any rights or obligations hereunder shall be assignable by Vendor without prior written consent of NCPA, provided, however, that the Vendor may, without such written consent, assign this Agreement and its rights and delegate its obligations hereunder in connection with the transfer or sale of all or substantially all of its assets or business related to this Agreement, or in the event of its merger, consolidation, change in control or similar transaction. Any permitted assignee shall assume all assigned obligations of its assignor under this Agreement.
- This Agreement and NCPA's rights and obligations hereunder may be assigned at NCPA's sole discretion, to an existing or newly established legal entity that has the authority and capacity to perform NCPA's obligations hereunder
- All written communications given hereunder shall be delivered to the addresses as set forth below.

**National Cooperative Purchasing Alliance:**

Name: Matthew Mackel  
 Title: Director, Business Development  
 Address: PO Box 701273  
Houston, TX 77270  
 Signature:   
 Date: September 1, 2022

**Vendor:**

Via Inc  
 Name: Heather Arnold  
 Title: Contracts Manager, Via Inc  
 Address: 205 Vista Blvd  
Sparks NV 89434  
 Signature:   
 Date: 7.19.22

# Tab 3 – Vendor Questionnaire

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Please provide responses to the following questions that address your company's operations, organization, structure, and processes for providing products and services.

◆ States Covered

- Bidder must indicate any and all states where products and services can be offered.
- Please indicate the price co-efficient for each state if it varies.

**50 States & District of Columbia** (Selecting this box is equal to checking all boxes below)

- |   |   |   |
|---|---|---|
| <input type="checkbox"/> Alabama              | <input type="checkbox"/> Maryland       | <input type="checkbox"/> South Carolina |
| <input type="checkbox"/> Alaska               | <input type="checkbox"/> Massachusetts  | <input type="checkbox"/> South Dakota   |
| <input type="checkbox"/> Arizona              | <input type="checkbox"/> Michigan       | <input type="checkbox"/> Tennessee      |
| <input type="checkbox"/> Arkansas             | <input type="checkbox"/> Minnesota      | <input type="checkbox"/> Texas          |
| <input type="checkbox"/> California           | <input type="checkbox"/> Mississippi    | <input type="checkbox"/> Utah           |
| <input type="checkbox"/> Colorado             | <input type="checkbox"/> Missouri       | <input type="checkbox"/> Vermont        |
| <input type="checkbox"/> Connecticut          | <input type="checkbox"/> Montana        | <input type="checkbox"/> Virginia       |
| <input type="checkbox"/> Delaware             | <input type="checkbox"/> Nebraska       | <input type="checkbox"/> Washington     |
| <input type="checkbox"/> District of Columbia | <input type="checkbox"/> Nevada         | <input type="checkbox"/> West Virginia  |
| <input type="checkbox"/> Florida              | <input type="checkbox"/> New Hampshire  | <input type="checkbox"/> Wisconsin      |
| <input type="checkbox"/> Georgia              | <input type="checkbox"/> New Jersey     | <input type="checkbox"/> Wyoming        |
| <input type="checkbox"/> Hawaii               | <input type="checkbox"/> New Mexico     |   |
| <input type="checkbox"/> Idaho                | <input type="checkbox"/> New York       |   |
| <input type="checkbox"/> Illinois             | <input type="checkbox"/> North Carolina |   |
| <input type="checkbox"/> Indiana              | <input type="checkbox"/> North Dakota   |   |
| <input type="checkbox"/> Iowa                 | <input type="checkbox"/> Ohio           |   |
| <input type="checkbox"/> Kansas               | <input type="checkbox"/> Oklahoma       |   |
| <input type="checkbox"/> Kentucky             | <input type="checkbox"/> Oregon         |   |
| <input type="checkbox"/> Louisiana            | <input type="checkbox"/> Pennsylvania   |   |
| <input type="checkbox"/> Maine                | <input type="checkbox"/> Rhode Island   |   |

**All US Territories and Outlying Areas** (Selecting this box is equal to checking all boxes below)

- |   |  |
|---|--|
| <input type="checkbox"/> American Samoa                 | <input type="checkbox"/> Northern Marina Islands |
| <input type="checkbox"/> Federated States of Micronesia | <input type="checkbox"/> Puerto Rico             |
| <input type="checkbox"/> Guam                           | <input type="checkbox"/> U.S. Virgin Islands     |
| <input type="checkbox"/> Midway Islands                 |  |

◆ **Minority** **and Women**  
**Business Enterprise (MWBE) and (HUB) Participation**

- It is the policy of some entities participating in NCPA to involve minority and women business enterprises (MWBE) and historically underutilized businesses (HUB) in the purchase of goods and services. Respondents shall indicate below whether or not they are an M/WBE or HUB certified.
  - **Minority / Women Business Enterprise**
    - Respondent Certifies that this firm is a M/WBE
  - **Historically Underutilized Business**
    - Respondent Certifies that this firm is a HUB

◆ **Residency**

- Responding Company's principal place of business is in the city of Sparks, State of NV

◆ **Felony Conviction Notice**

- Please Check Applicable Box;
  - A publically held corporation; therefore, this reporting requirement is not applicable.
  - Is not owned or operated by anyone who has been convicted of a felony.
  - Is owned or operated by the following individual(s) who has/have been convicted of a felony
- If the 3<sup>rd</sup> box is checked, a detailed explanation of the names and convictions must be attached.

◆ **Distribution Channel**

- Which best describes your company's position in the distribution channel:

<input checked="" type="checkbox"/> Manufacturer Direct	<input type="checkbox"/> Certified education/government reseller
<input type="checkbox"/> Authorized Distributor	<input type="checkbox"/> Manufacturer marketing through reseller
<input type="checkbox"/> Value-added reseller	<input type="checkbox"/> Other: _____

◆ **Processing Information**

- Provide company contact information for the following:
  - **Sales Reports / Accounts Payable**  
Contact Person: Christine Ratliff  
Title: Accounting Manager  
Company: Via Inc  
Address: 205 Vista Blvd  
City: Sparks State: Nevada Zip: 89434  
Phone: 775-398-3309 Email: cratliff@viaseating.com

- Purchase Orders

Contact Person: Heather Arnold  
Title: Contracts Manager, Via Inc  
Company: Via Inc  
Address: 205 Vista Blvd  
City: Sparks State: Nevada Zip: 89434  
Phone: 775-657-5092 Email: orders@viaseating.com

- Sales and Marketing

Contact Person: Heather Arnold  
Title: Contracts Manager, Via Inc  
Company: Via Inc  
Address: 205 Vista Blvd  
City: Sparks State: Nevada Zip: 89434  
Phone: 775-657-5092 Email: harnold@viaseating.com

- ◆ Pricing Information

- In addition to the current typical unit pricing furnished herein, the Vendor agrees to offer all future product introductions at prices that are proportionate to Contract Pricing.
  - If answer is no, attach a statement detailing how pricing for NCPA participants would be calculated for future product introductions.  
 Yes       No
- Pricing submitted includes the required NCPA administrative fee. The NCPA fee is calculated based on the invoice price to the customer.  
 Yes       No

# Tab 4 - Vendor Profile

Please provide the following information about your company:

- ◆ Company's official registered name.

**Response: Via Inc**

- ◆ Brief history of your company, including the year it was established.

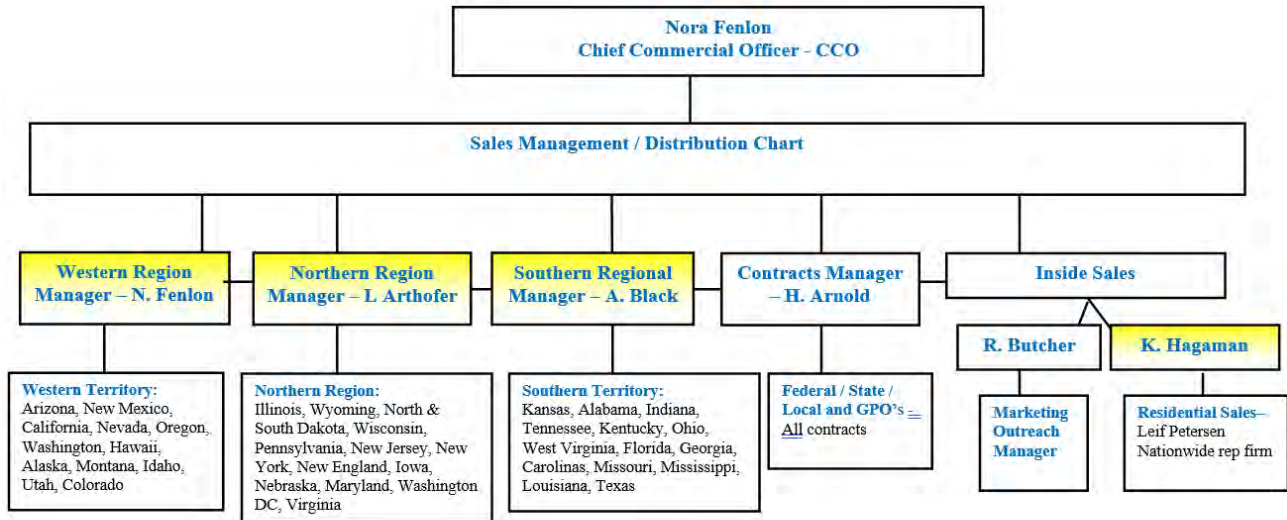
**Response: Via Seating is a quality seating manufacturer and has been in business since 1987. Via's vision is to create the perfect sitting experience through the creative capability of our team of engineers, ergonomists and designers. Via creates comfortable chairs with innovative technology at an incredible value backed by an industry-leading warranty. Via solutions translate across a variety of work and collaborative spaces. Via Seating offers 17 categories of seating including task, conference, executive, guest, lounge, outdoor, and more. Via Seating is small business under NAICS Code 337214 (maximum 1000 employees) and is committed to excellence when creating innovative seating solutions for a broad range of institutional buyers.**

- ◆ Company's Dun & Bradstreet (D&B) number.

**Response: 17-485-8472**

- ◆ Company's organizational chart of those individuals that would be involved in the contract.

**Response:**



**Note:** all regional managers highlighted above manage and support our independent rep groups across all of the United States.

- ◆ Corporate office location.

**Response: Corporate: 205 Vista Blvd, Sparks NV 89434**

- List the number of sales and services offices for states being bid in solicitation.
- List the names of key contacts at each with title, address, phone and e-mail address.

**Response: Via sales team is comprised of direct and independent rep groups in each state. This team identifies qualified dealers and provides support and training specifically on Via products and policies. We are including a listing of independent rep groups, as well as our team in attachment 1 directly following this section.**

- ◆ Define your standard terms of payment.

**Response: Existing customers with approved credit; Terms are Net 30 Days. Early payment discount of 1.5% when received Net 10 days, with check or ACH. No discount when paid with a credit card. Credit card payments accepted with 2.5% surcharge (for non-GSA orders). Surcharge waived if paid Net 10. Past due accounts are subject to a monthly service charge of 1.5% (18% APR). All orders placed without approved credit must be pre-paid in full prior to production. First time orders with approved credit must be accompanied by a 50% deposit with balance due 30 days upon shipment.**

- ◆ Who is your competition in the marketplace?

**Response: MillerKnoll, Steelcase, Sit on it, just to name a few. From the outset Via differentiated through quality, comfort, and quick ship. The building blocks for these elements were proprietary foam, quality controls and a commitment to 48 Hour Manufacturing Time. Over the past thirty-five years Via have lived up to these original ideals and continued to deliver by:**

- **Quality: Via have the strongest warranty in the industry for a seating only manufacturer. This is for task, executive and conference seating; 12 years on all components, including foam and including labor for their dealer partner.**
- **Comfort: Via continues to use the original foam formulation and signature via comfort on all series.**
- **Quick Ship: Via continues to deliver to meet the requirements of install timelines even on soft seating.**

not been a partner with NCPA before, we are unsure of where to anticipate the volume. We will however do all we can to market and make this contract successful.

- ◆ What differentiates your company from competitors?

**Response: Via's Main Differentiators are:**

- **Strongest warranty in the industry for a seating only manufacturer i.e. for executive, conference and task seating this means 12 years on all components including foam and including labor (for supporting dealer).**
- **48 hour manufacturing time including lounge seating – outdoor category has a different lead time.**
- **Easy to specify – see SPEC IT chair selector online: <https://viaseating.com/spec-it/#/>**
- **Innovative Thoughtful Design – As a seating only manufacturer, Via concentrates on every level of detail when it comes to design, performance and function**

**Via is The Seating Specialist:**

- **Via Inc's motto is great things happen in a chair. We stand behind that, and know that when you sit in a comfortable, well-designed chair, you will do great things. We filter this down through our direct reps, independent reps, and Via dealers. We are always ready with samples because we feel once you do the "tush test" on our proprietary foam, or on our all-mesh seating solution, you will fall in love with the chair. Chairs are something you want to try, so we deploy as many samples as possible in multiple rep and dealer showrooms around the country. We also manufacture in 48 hours or less in most selections, something that differentiates us in the market. All Via models are engineered with our in-house Studio V design team, as well as we partner with some of the best designers from around the world.**
  - **Via signature comfort is built into every cushion. Via Seating foam is sculpted to provide body balance technology built directly in the cushioning of the seat and back. It is injected into an engineered mold at controlled, differing rates, which creates strategic, multi-density levels within each cushion. This process builds a subtle seat contour that maximizes support exactly where it is needed—where body weight is most concentrated. The outer edges by contrast, are made softer and in a waterfall slope so that the seat does not restrict circulation where the legs extend out over the edge of the seat. Closed-Cell refers to the fact that the foam has a smooth outer skin that is kind to fabric. It does not rasp on the upholstery from the inside. The foam does not absorb moisture. It protects the foam over-time and does not break down. The comfort of Via Seating foam has the same comfort 12 years later. Cold-Cured refers to the consistency in size of the air cells within the foam. The foam is one single, contoured, and resilient piece of foam. It is not layered foam.**
- ◆ Describe how your company will market this contract if awarded.

**Response: Via is dedicated to the success of any contract we may enter with REGION 14/NCPA and all the participating addendum states. We will utilize all resources available to us to ensure the REGION 14/NCPA customers are aware of our contract, understand the benefit of our products and services and see the value in working with a company like Via Inc. We will remain committed to the value a chair can bring. Our plan will consist of, but not limited to the following:**

- **Via Sales Team:** Our Sales Team will actively promote our contract through our direct marketing efforts. This will include printed and digital materials which highlight the contract. This will be distributed to our internal and external teams, our rep group, and our dealer network along with a comprehensive list of REGION 14/NCPA customers.
  - **Independent Rep Group:** Our rep groups are multi-line rep groups that have represented VIA for over multiple years and have extensive experience with selling to many categories of customer. With their prior knowledgeable and experience our rep groups will promote, support, sell, and service REGION 14/NCPA Contract members.
  - **Dealers:** We, along with our rep group, will provide education and train our dealers on this contract and assist them with understanding the value of the contract. We, along with our rep group, will work closely with them in establish customer targets and agencies who have access to this contract. We, along with our rep group, will provide our dealers with tools to communicate contract details, and changes with their customer network.
  - **Direct Marketing:** We, along with our rep group, will actively promote our contract through our direct marketing efforts. This will include printed and digital materials which highlight the contract. This will be distributed to our dealer network as well as a comprehensive list of REGION 14/NCPA customers.
  - **Website:** We will create a detailed website with information about our contract for REGION 14/NCPA and any participating addendum customers as well as our dealers per the contract requirements. This website will contain key information about our contract as well as the products and services we offer. This website will be marketed to all our reps, dealers, and customers.
  - **Trade Shows:** Our area managers, independent rep groups and/or dealer partners, will actively participate in as many as possible trade shows hosted by REGION 14/NCPA, participating addendum states or its customers. These we understand may include both a full exposition and or virtual events.
  - **Social Media:** Via, our independent rep groups, and our dealers will utilize social media platforms to promote the contract, as much as possible.
  - 
  - **To integrate any participating addendums,** we plan to work with REGION 14/NCPA contacts and those in the state procurement office to get signed addendums for those states that will allow. We can and will provide them the details needed to get these accomplished to promote sales for all parties
- ♦ Describe how you intend to introduce NCPA to your company.

**Response:** Via Inc will begin with internal announcements immediately upon notice of award. With our executive leadership team, we will notify all leadership and sales team members and support staff within one day of award. We will create both an announcement of the contract for Via to distribute, and our independent rep groups. A key part of that communication will be our contract summary sheets. This communication will be focused on utilizing Region 14/NCPA as a key contract for use with public sector clients. That announcement will be done within one week of



award. Via Inc will create and post an announcement on our website of the new award with the approval of Region 14/NCPA via a co-branded piece.

- ◆ Describe your firm's capabilities and functionality of your on-line catalog/ ordering website.  
**Response: Via Inc does not currently have an online ordering system. However, we do accept orders via Fax, Email, or Mail. We do have a fully functional Spec It tool, where customers can build their chair to their specifications, and use it to issue their purchase order. In addition to Spec it, we have our full catalog available for viewing and download if needed.**

- ◆ Describe your company's Customer Service Department (hours of operation, number of service centers, etc.)

**Response: Our client account specialists are available via email 24-7 and during standard business hours, 8-5 Pacific Coast time. We have one service location in Sparks NV but also have client account specialists who work in different parts of the US.**

- ◆ Green Initiatives (if applicable)

- As our business grows, we want to make sure we minimize our impact on the Earth's climate. We are taking every step we can to implement innovative and responsible environmental practices throughout NCPA to reduce our carbon footprint, reduce waste, energy conservation, ensure efficient computing and much more. To that effort we ask respondents to provide their companies environmental policy and/or green initiative.

**Response: Via Inc has our sustainability report, that is found at the end of this section, Supporting Documents. Via Seating designates its products that are environmentally preferable within our price book. The programs each product may qualify for are listed on each product's landing page at [viaseating.com](https://viaseating.com). Via Seating products are Level 2 certified according to the BIFMA e3-2019 Furniture Sustainability Standard. Via Seating has numerous policies in place to improve the sustainability of our operations through the reduction of energy usage and emissions. Our policies at the end of this section, Supporting Documents, are publicly available on our website at the following link: <https://viaseating.com/a-great-chair-a-great-world/sustainability/> Via Inc was proud to win the Neocon Sustainability award at Neocon 2022 for our brand new Jeté Series.**

- ◆ Anti-Discrimination Policy (if applicable)

- Describe your organizations' anti-discrimination policy.

**Response: Inclusiveness Policy – (EEO Statement)**

**In all areas of employment including; recruitment, hiring, training and development, promotion, transfer, termination, and layoffs. Via, Inc. bases its decisions on a person's skill and merit, without regard to race, color, religion, national origin, sex, sexual orientation, gender identity, age, marital status, disability, veteran or draft status, or any other legally protected categories. This policy also applies to compensation, benefits, social and recreational programs, and all other conditions and privileges of employment in accordance with applicable federal, state, and local laws.**

**We are proud of our long-standing record of nondiscrimination in employment and opportunity for our people. Via, Inc. is an Equal Opportunity/ Affirmative Action Employer, and abides by all local, national, and global laws, standards and norms that influence our operations.**

**It is the policy of Via, Inc. to comply with all relevant and applicable provisions of the American**

with Disabilities Act (ADA). Via, Inc. will not discriminate against any qualified employee or job applicant with respect to any terms, privileges, or conditions of employment because of a person's physical or mental disability. Via, Inc. will also attempt to make reasonable accommodations whenever necessary for all employees or applicants with disabilities, provided that the individual is otherwise qualified to safely perform the duties and assignments connected with the job and provided that any accommodations do not place an undue hardship on the employer.

At Via, Inc., we recognize that providing inclusiveness education and training is a valuable strategy that helps build an inclusive environment, which is crucial to attracting and retaining talent, building member engagement, and fostering creativity and innovation. Upon hire, and as needed, all Via, Inc. employees will be trained to understand and act in accordance with our policy on inclusiveness as well as how to report complaints regarding acts of discrimination or harassment.

Inclusion is a process; it is not static. Hence, Via, Inc. will use metrics to track our performance, and communicate how we are doing to our stakeholders. We will continue to improve our policy and practices through regular review of the Inclusiveness Policy and regulatory requirements, as well through implementation of appropriate corrective actions.

- ◆ Vendor Certifications (if applicable)
  - Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing respondent to perform the covered services including, but not limited to, licenses, registrations, or certifications. Certifications can include M/WBE, HUB, and manufacturer certifications for sales and service.

**Response: Via Inc does not have any certifications. Via Seating is small business under NAICS Code 337214 (maximum 1000 employees). Via has under 150 employees. In addition, we work with many dealerships across the country who qualify under the certified distinctions.**

Attachment 1  
Via Inc Sales & Service Locations

REP GROUP	NAME	TITLE	CITY	ST	CELL	EMAIL	COVERAGE
CONTRACT OFFICE FURNISHINGS	COLLEEN WERZINSKI	Principal	SANDY	UT	801-597-4857	<a href="mailto:colleen@contractof.com">colleen@contractof.com</a>	UTAH/IDAHO/MONTANA
	COLE SMITH		SANDY	UT	970-261-2374	<a href="mailto:cole@contractof.com">cole@contractof.com</a>	UTAH/IDAHO/MONTANA
MOUNTAIN CONTRACT GROUP	MATT CARROLL	Principal	Arvada	CO	303-349-0786	<a href="mailto:matt@mcg5280.com">matt@mcg5280.com</a>	COLORADO/WYOMING
HASKELL GROUP	AMY HASKELL	Principal	KIRKLAND	WA	206-793-5167	<a href="mailto:amy@haskellgroupnw.com">amy@haskellgroupnw.com</a>	WASHINGTON/ALASKA
	PIPER DICKENS		KIRKLAND	WA	206-495-1447	<a href="mailto:piper@haskellgroupnw.com">piper@haskellgroupnw.com</a>	WASHINGTON
COLLECTIVE CONTRACT	JASON LAURO	Principal	LIVERMORE	CA	408-204-9868	<a href="mailto:jason@collectivecontract.com">jason@collectivecontract.com</a>	CALIFORNIA-BAY AREA
	TYLER SILVA	Principal	LIVERMORE	CA	408-857-4488	<a href="mailto:tyler@collectivecontract.com">tyler@collectivecontract.com</a>	CALIFORNIA-BAY AREA
	GARY HURD	REP	OAKLAND	CA	916-343-2020	<a href="mailto:gary@collectivecontract.com">gary@collectivecontract.com</a>	CALIFORNIA-SACTO, CENTRAL VALLEY
RODENBECK	KEVIN RODENBECK	Principal	SAN DIEGO	CA	858-922-2320	<a href="mailto:kevin@rodenbeck.com">kevin@rodenbeck.com</a>	CALIFORNIA-SAN DIEGO
	JUSTIN RODENBECK	Principal	ORANGE	CA	310-980-1429	<a href="mailto:justinr@rodenbeck.com">justinr@rodenbeck.com</a>	CALIFORNIA-LA, VENTURA, ORANGE COUNTY, HAWAII
	BARBS DOLAN	Rep	SAN DIEGO	CA	858-578-5573	<a href="mailto:barbs@rodenbeck.com">barbs@rodenbeck.com</a>	CALIFORNIA-SAN DIEGO
	JENNA STRUCKHOFF	Rep	LOS ANGELES	CA	310-387-9634	<a href="mailto:jenna@rodenbeck.com">jenna@rodenbeck.com</a>	CALIFORNIA-LA
	HAYDEN RODENBECK	REP	ORANGE	CA	714-600-0487	<a href="mailto:hayden@rodenbeck.com">hayden@rodenbeck.com</a>	CALIFORNIA-LA, VENTURA, ORANGE COUNTY
	TERRI CONLEY	Rep	WINNETKA	CA	310-386-4986	<a href="mailto:tc@rodenbeck.com">tc@rodenbeck.com</a>	CALIFORNIA-N & W LA, VENTURA COUNTY, KERN COUNTY, SANTA BARBARA
	BISMARCK PADILLA	Rep	LOS ANGELES	CA	626-512-1970	<a href="mailto:bismark@rodenbeck.com">bismark@rodenbeck.com</a>	CALIFORNIA-LA
	HEATHER WACLAW	Rep	GILBERT	AZ	602462-9888	<a href="mailto:heather@rodenbeck.com">heather@rodenbeck.com</a>	ARIZONA/NEW MEXICO/TEXAS-EL PASO/MARLA
FACILITY & DESIGN RESOURCE	MATT BOYLE	Principal	SPRING CITY	PA	610-715-5380	<a href="mailto:mboyle@fdrpa.com">mboyle@fdrpa.com</a>	PENNSYLVANIA-PHILADELPHIA/CENTRAL PA, DELEWARE
	TIM KALBERER	Rep	BERLIN	NJ	215-880-6921	<a href="mailto:tkalberer@fdrpa.com">tkalberer@fdrpa.com</a>	PENNSYLVANIA-PHILADELPHIA/EASTERN PA
	PATRICK CRAWFORD	Rep	PALMYRA	NJ	609-315-8012	<a href="mailto:pcrawford@fdrpa.com">pcrawford@fdrpa.com</a>	PENNSYLVANIA-PHILADELPHIA, LEHIGH VALLEY, NORTH EASTERN PA
GIRVIN GROUP	TODD GIRVIN	Rep	LATHAM	NY	518-505-4452	<a href="mailto:todd@girvinoffice.com">todd@girvinoffice.com</a>	NEW YORK
	AMANDA BLAISE	Rep	GRANVILLE	NY	518-791-5224	<a href="mailto:amanda@girvinoffice.com">amanda@girvinoffice.com</a>	NEW YORK
TOM MCCARTHY ASSOCIATES	TOM MCCARTHY	Principal	Linden	NJ	917-655-5401	<a href="mailto:tom@tomccarthyassociates.com">tom@tomccarthyassociates.com</a>	NEW YORK
	LOIS CESERANO	Rep	RED BANK	NJ	732-796-4708	<a href="mailto:lois@tomccarthyassociates.com">lois@tomccarthyassociates.com</a>	NEW JERSEY-NORTH
	GUY CESERANO	Rep	RED BANK	NJ	347-593-4799	<a href="mailto:guy@tomccarthyassociates.com">guy@tomccarthyassociates.com</a>	NEW JERSEY-NORTH
INTEGRITY CONTRACT OFFICE	RICH SASSONE	Principal	POCASSET	MA	508-274-1604	<a href="mailto:rich@integritycontractoffice.com">rich@integritycontractoffice.com</a>	MASSACHUSETTS
PCR (Professional Contract Resources)	BRYAN CORLEY	Rep	OMAHA	NE	402-709-9492	<a href="mailto:bryan@professionalcontractresources.com">bryan@professionalcontractresources.com</a>	IOWA/NEBRASKA
	MOLLY CORLEY	Rep	OMAHA	NE	402-415-6966	<a href="mailto:molly@professionalcontractresources.com">molly@professionalcontractresources.com</a>	IOWA/NEBRASKA

## Via Inc Sales &amp; Service Locations

REP GROUP	NAME	TITLE	CITY	ST	CELL	EMAIL	COVERAGE
SHERIDAN CONTRACT	KEVIN SHERIDAN	Principal	CHICAGO	IL	773-550-9697	<a href="mailto:kevin@sheridancontract.com">kevin@sheridancontract.com</a>	ILLINOIS
	MCELLE SHERIDAN	Principal	CHICAGO	IL	312-848-5335	<a href="mailto:michelle@sheridancontract.com">michelle@sheridancontract.com</a>	ILLINOIS
WITTHUS & ASSOCIATES	RICK WITTHUS	Owner	EDINA	MN	612-812-1383	<a href="mailto:rwitthus@witthus.com">rwitthus@witthus.com</a>	MINNESOTA/NORTH DAKOTA/SOUTH DAKOTA
	MIKE NORFOLK	Sales	EDINA	MN	612-387-6162	<a href="mailto:Mnorfolk@witthus.com">Mnorfolk@witthus.com</a>	MINNESOTA
CCI	RICH KOSKI	Principal	LAUREL	MD	301-385-8497	<a href="mailto:rkoski@ccimd.com">rkoski@ccimd.com</a>	MARYLAND
	JUSTIN COLLINS	Rep	LAUREL	MD	301-437-6462	<a href="mailto:jcollins@ccimd.com">jcollins@ccimd.com</a>	MARYLAND
	CLAY KOSKI	Rep	LAUREL	MD	240-751-7691	<a href="mailto:ckoski@ccimd.com">ckoski@ccimd.com</a>	MARYLAND/S Virginia
MCLAIN GROUP	ANDY MCLAIN	Rep	RICHMOND	VA	301-633-8057	<a href="mailto:andy@mclaingroupreps.com">andy@mclaingroupreps.com</a>	MARYLAND/DC/N Virginia
	BRIAN HECKMAN	Rep	RICHMOND	VA	336-509-2720	<a href="mailto:brian@mclaingroupreps.com">brian@mclaingroupreps.com</a>	MARYLAND/DC/N Virginia
	JEN FIELD	Rep	RICHMOND	VA	571-331-7337	<a href="mailto:jen@mclaingroupreps.com">jen@mclaingroupreps.com</a>	MARYLAND/DC/N Virginia
	CHRISTOPHER PECK	REP	RICHMOND	VA	804-450-5771	<a href="mailto:christopher@mclaingroupreps.com">christopher@mclaingroupreps.com</a>	S Virginia
	MASON BARISH	Rep	RICHMOND	VA	410-245-0818	<a href="mailto:mason@mclaingroupreps.com">mason@mclaingroupreps.com</a>	MARYLAND/DC/N Virginia
CFC GROUP	RHONDA CLOSE	Principal	ATLANTA	GA	404-310-0356	<a href="mailto:rclose@cfcgroupinc.com">rclose@cfcgroupinc.com</a>	GEORGIA
	TODD CLOSE	Principal	ATLANTA	GA	770-241-1100	<a href="mailto:tclose@cfcgroupinc.com">tclose@cfcgroupinc.com</a>	GEORGIA
	JASON ROBERTS	Rep	ATLANTA	GA	770-807-9520	<a href="mailto:jason@cfcgroupinc.com">jason@cfcgroupinc.com</a>	GA
	CARRIE MOTES	Rep	CHELSEA	AL	205-566-8131	<a href="mailto:cmotes@cfcgroupinc.com">cmotes@cfcgroupinc.com</a>	ALABAMA. FLORIDA-PANHANDLE
	MORGAN MOTES SPIVEY	Rep	MADISON	AL	205-567-1830	<a href="mailto:morgan@cfcgroupinc.com">morgan@cfcgroupinc.com</a>	ALABAMA. FLORIDA-PANHANDLE
CONTRACT SOURCE	LARRY SHEDD	Rep	DAVIE	FL	954-401-3069	<a href="mailto:larrys@csflorida.com">larrys@csflorida.com</a>	FLORIDA-SOUTH/ CARIBBEAN
	LAURA CIPOLLA	Rep	MIAMI BEACH	FL	305-725-3130	<a href="mailto:laurac@csflorida.com">laurac@csflorida.com</a>	FLORIDA-SOUTH
	DAVID PROEHL	Rep	NEPTUNE BEACH	FL	904-803-7385	<a href="mailto:davidp@csflorida.com">davidp@csflorida.com</a>	FLORIDA-JACKSONVILLE, GAINSVILLE, OCALA, DAYTONA, MELBOURNE, TALLAHASSEE
	MARK COLLIER	Rep	TARPON SPRINGS	FL	727-560-0024	<a href="mailto:mark@csflorida.com">mark@csflorida.com</a>	FLORIDA-TAMPA, ORLANDO, SARASOTA, FT MYERS, NAPLES
	LORRY COLLIER	Rep	TARPON SPRINGS	FL	727-945-7793	<a href="mailto:lorryc@csflorida.com">lorryc@csflorida.com</a>	FLORIDA-TAMPA, ORLANDO, SARASOTA, FT MYERS, NAPLES
MID-STATES REPS	JOE BERNSKOETTER	Rep	JEFFERSON CITY	MO	573-338-7412	<a href="mailto:joe@midstatesreps.com">joe@midstatesreps.com</a>	MISSOURI/KANSAS
OFFICE FURNITURE CONCEPTS	CHRIS PERRY	Principal	PORT ALLEN	LA	225-931-0216	<a href="mailto:cperry947@gmail.com">cperry947@gmail.com</a>	LOUISIANA/MISSISSIPPI
PINKGEMINI, LLC	MELISSA EHRMAN	Principal	CIBOLO	TX	210-317-1685	<a href="mailto:melissa@pink-gemini.com">melissa@pink-gemini.com</a>	TEXAS-SAN ANTONIO, AUSTIN, SO TEXAS
KB& CO	KRISTEN BENAVIDES	Principal	BOERNE	TX	210-861-2801	<a href="mailto:kristen@pinkgeminireps.com">kristen@pinkgeminireps.com</a>	TEXAS-SAN ANTONIO, AUSTIN, SO TEXAS

Via Inc Sales & Service Locations

REP GROUP	NAME	TITLE	CITY	ST	CELL	EMAIL	COVERAGE
RATCLIFF AND ASSOCIATES	KELLI RATCLIFF	Principal	FRISCO	TX	214-282-9355	<a href="mailto:kelli@ratcliffandassoc.com">kelli@ratcliffandassoc.com</a>	TEXAS-DALLAS, FT WORTH, N TEXAS/OKLAHOMA/ARKANSAS
	JERRY RATCLIFF	Principal	FRISCO	TX	214-277-4740	<a href="mailto:jerry@ratcliffandassoc.com">jerry@ratcliffandassoc.com</a>	TEXAS-DALLAS/OKLAHOMA/ARKANSAS
	RACHAEL RATLIFF	Rep	CARROLLTON	TX	972-261-6227	<a href="mailto:rachael@ratcliffandassoc.com">rachael@ratcliffandassoc.com</a>	TEXAS-DALLAS FT WORTH
	LISA NEARY	Rep	PLANO	TX	214-642-0133	<a href="mailto:lisa@ratcliffandassoc.com">lisa@ratcliffandassoc.com</a>	TEXAS-DALLAS FT WORTH
SCOTT MILLER ASSOCIATES	SCOTT MILLER	Principal	CHARLOTTE	NC	704-488-6623	<a href="mailto:smafurn@aol.com">smafurn@aol.com</a>	NORTH CAROLINA-WEST
	RICHARD CRUTCHFIELD	Rep	GREENSBORO	NC	336-317-5599	<a href="mailto:rcrutchfield06@gmail.com">rcrutchfield06@gmail.com</a>	NORTH CAROLINA-EAST
	MIKE ROBINSON	Rep	IRMO	SC	803-600-2529	<a href="mailto:smamike1@bellsouth.net">smamike1@bellsouth.net</a>	SOUTH CAROLINA
SILSBY NUNES-GABRIEL GROUP	BETH SILSBY	Principal	HOUSTON	TX	832-689-5240	<a href="mailto:beth@silsbynunes.com">beth@silsbynunes.com</a>	TEXAS-HOUSTIN, SOUTH TX
	TRICIA NUNES	Principal	HOUSTON	TX	832-758-4172	<a href="mailto:tricia@silsbynunes.com">tricia@silsbynunes.com</a>	TEXAS-HOUSTIN, SOUTH TX
	PATRICK GABRIEL	Principal	HOUSTON	TX	281-865-2567	<a href="mailto:pgabriel@gabrielcontractsolutions.com">pgabriel@gabrielcontractsolutions.com</a>	TEXAS-HOUSTIN, SOUTH TX
STEMLE & ASSOCIATES, INC.	JUSTIN WENDHOLT	Principal	JASPER	IN	812-630-9508	<a href="mailto:justin@stemle.com">justin@stemle.com</a>	
	DAN HAMILTON	Rep	MEDINA	OH	216-337-7843	<a href="mailto:dan.hamilton@stemle.com">dan.hamilton@stemle.com</a>	OHIO-NORTH
	DEB WIRTZ	Rep	SALEM	OH	330-501-7263	<a href="mailto:deb.wirtz@stemle.com">deb.wirtz@stemle.com</a>	PENNSYLVANIA-WEST/WEST VIRGINIA-NORTH
	JENNY HARDISON	Rep	MONTGOMERY	OH	615-512-9688	<a href="mailto:jenny.hardison@stemle.com">jenny.hardison@stemle.com</a>	OHIO-SOUTH/KENTUCKY-NORTH
	GERALD SHANNON	Rep	CINCINNATI	OH	513-227-7550	<a href="mailto:gerald.shannon@stemle.com">gerald.shannon@stemle.com</a>	INDIANA-CENTRAL&NORTH/OHIO-COLUMBUS METRO
	MITZI ROUSE	Rep	KNOXVILLE	TN	865-660-9490	<a href="mailto:mitzi.rouse@stemle.com">mitzi.rouse@stemle.com</a>	TENNESSEE-EAST

## Via Inc Sales &amp; Service Locations

Via Inc	NAME	TITLE	CITY	ST	CELL	EMAIL	COVERAGE
Via Inc	NORA FENLON	CHIEF COMMERCIAL OFFICER & WESTERN AREA SALES MANAGER	Sparks	NV	775-398-3331	<a href="mailto:nfenlon@viaseating.com">nfenlon@viaseating.com</a>	US
	LISA ARTHOFER	NORTHERN REGION AREA SALES MANAGER	Sparks	NV	617-680-3313	<a href="mailto:Larthofer@viaseating.com">Larthofer@viaseating.com</a>	US
	AMANDA BRASHER BLACK	SOUTHERN REGION AREA SALES MANAGER	Sparks	NV	205-283-6797	<a href="mailto:ablack@viaseating.com">ablack@viaseating.com</a>	US
	HEATHER ARNOLD	CONTRACTS MANAGER/SALES	Sparks	NV	775-657-5092	<a href="mailto:harnold@viaseating.com">harnold@viaseating.com</a>	US
	KATHY HAGAMAN	INSIDE SALES COORDINATOR	Sparks	NV	336-480-7693	<a href="mailto:khagaman@viaseating.com">khagaman@viaseating.com</a>	US
	Renisha Butcher	MARKETING OUTREACH MANAGER	Sparks	NV	775-657-5076	<a href="mailto:renisha@viaseating.com">renisha@viaseating.com</a>	US
	Customer Service	Client Account Specialists	Sparks	NV	800-433-6614	<a href="mailto:csnorth@viaseating.com">csnorth@viaseating.com</a> <a href="mailto:cssouth@viaseating.com">cssouth@viaseating.com</a> <a href="mailto:cswest@viaseating.com">cswest@viaseating.com</a>	US



## **Via Seating Corporate Sustainability Policy**

Via Seating is dedicated to the sweet spot of seating: great chairs, easy to get, from people who are passionate about the customer experience. Our pride and passion to deliver exceptional seating runs deeper than the products we produce. Here at Via Seating, we are equally committed to upholding the principals of the triple bottom line of sustainability: protecting and upholding the *environmental, social, and economic* aspects of our business. It is our policy to exceed expectations by moving beyond compliance to all applicable environmental, health, and safety regulations and hold ourselves to the principals detailed within this corporate policy.

### **ENVIRONMENT**

#### ***Via Seating Design for Environment Policy***

*Design for Environment* (DfE) forms the framework guiding Via Seating's efforts to reduce any negative impacts of its seating products on human and ecosystem health. The concepts and strategies of DfE recognize that a considerable proportion of the negative impacts that a product may have over its entire life cycle can be discovered (and potentially avoided) during the design phase. Using its DfE program, Via Seating is committed to assessing material specifications and manufacturing processes early in the design phase with respect to renewable content, recycled content, recyclable and biodegradable content, end-of-life management, water management, energy efficiency, materials use efficiency, and human and ecosystem health considerations. Our DfE also takes into consideration the life cycle of the product. Consequently, a key aspect of Via Seating's pollution prevention plan is to minimize the amount of pollution generated in the first place. In a world of global sourcing and innovation, the DfE program will help Via Seating strive for continuous improvement.

#### ***Via Seating Environmental Management System***

Via Seating uses an environmental management system that is ran by a multidepartment group of employees called the Environmental Management Team. This multidepartment group, which includes the VP of Engineering, allows us to use operational control to identify, evaluate, plan, and implement strategies to meet our environmental and energy goals and ensure compliance with applicable laws and regulations. Our diverse team also works to set objectives and targets based on our goals and can identify the operations that have the highest likelihood of negatively affecting the environment. To monitor the effectiveness of our actions, tools such as energy inventories and annual reviews are used to gauge our success and to expose areas in need of improvement. One area our environmental management system focusses on is our energy consumption. Via Seating is committed to improving our energy usage and looks for energy efficient purchase when needed.

### ***Via Seating Energy Policy***

Via Seating takes extraordinary pride in our commitment to the reduction in the lifecycle impacts of the energy consumption and associated greenhouse gas (GHG) emissions resulting from the production of our products. Through a process of continuous improvement, our Environmental Management System (EMS) establishes and manages Via Seating's objectives and targets to achieve our commitments to energy and GHG reductions. To measure our effectiveness, energy inventories are conducted at least once per year. Furthermore, Via Seating is committed to supporting renewable energy generation through the purchase of Renewable Energy Certificates, and voluntarily disclosing its GHG emissions through the CDP Climate Change Report. When new equipment is needed, our best effort is made to find energy efficient replacements.

### ***Via Seating Solid Waste Policy***

In a resource constrained world, Via Seating is committed to the creation of value from the raw materials we use. Therefore, it is our goal to reduce 100% of the solid waste destined for landfill disposal resulting from the fabrication and assembly of our products. Through improvements in material efficiency, reductions in scrap rates, improvement of end-of-life management, and landfill diversion strategies such as material reuse, recycling, donations, and other diversion strategies, Via Seating is committed to working towards achievement of this goal.

### ***Via Seating Chemicals Policy***

Via Seating remains compliant with all applicable environmental and health and safety laws and regulations at the local, state, and federal level. Through our DfE program, chemical management program, and chemical impact reduction strategy, we have established an approach to anticipate, manage, and reduce the risk and potential negative life cycle impacts that can affect our employees, customers, community, and environment. Safety Data Sheets for all chemicals used in the Via Seating facility, whether for production or maintenance, are available in electronic and hardcopy forms. The Safety Data Sheets are used to screen chemicals for potential hazards, such as being carcinogenic. Chemicals and other potentially hazardous substances are stored in chemical storage lockers to prevent spillage or other accidents.

Via's chemical impact reduction strategy is used to evaluate chemicals contained by product and materials used during the manufacturing process. The chemicals are identified, screened, and rated based on the quantity used, potential exposure routes, and potential hazards to human and ecological health. Products and materials are then assessed for opportunities for reduction, elimination, or substitution. If an opportunity exists, the product or material is further evaluated through an Alternative Assessment.



Alternative Assessments (AA) used by Via adhere to the frameworks and modules established by the Interstate Chemicals Clearinghouse Alternatives Assessment (AA) Guide V.1.0. The sequential framework is used in the AA along with the Hazard Module, Performance Evaluation Module, Cost and Availability Module, and Exposure Assessment Module. By using the AA, alternatives are identified and evaluated to prevent a “regrettable substitution”, in which a more hazardous product or chemical is chosen to replace the original product or chemical of concern.

Via has conducted an AA on one of the products used during sewing & cutting. A potential alternative was identified and evaluated using the AA. Upon completion of the AA, it was found that the product contained chemicals that have many “data gaps” and lacked exposure data. Due to the lack of data, the alternative could not be deemed as better than the original product. The alternative was not used, and a potential “regrettable substitution” was avoided.

### ***Via Seating Transportation Policy***

Via Seating recognizes that the transportation of our products and materials greatly contributes to the environmental impact of our products during its lifecycle. Therefore, Via Seating is committed to reducing the impacts from these activities through our idling reduction policy, 3<sup>rd</sup> party carrier selections, logistics, and packaging improvements.

At Via Seating, it is our policy that any vehicle at rest for a period longer than 5 minutes when at our facility must shut off its engine, thereby reducing idling related to emissions. This policy does not apply to operational or safety emergencies, conformance to manufacturer’s specifications, or during adverse weather conditions.

Many of our 3<sup>rd</sup> party carriers are members of the EPA’s Smartway program. This program helps companies advance sustainability along the supply chain by measuring, benchmarking, and improving freight transportation efficiency.

### ***Via Seating Design for Durability***

Via Seating’s products are built to last. Our well-deserved reputation for exceptionally durable furniture begins with the strength of our construction methods and the durability of our materials. Our products are designed specifically to exhibit a long and useful life which can withstand repeated service, repair, and handling. Our products’ modular design also allows for easy repair or part replacement when necessary. But even at the end of its long useful life, our products can be taken apart and recycled with commonly used tools and no special training. At least 20% of each of our products is recyclable as we use commonly recycled materials such as steel, aluminum, and polypropylene (Plastic #5). We created disassembly instructions for all of our products that are available on our website. The disassembly instructions include a visual representation of the main components that make up the chair, the material content of the component, and if the component is recyclable. Our instructions also have written directions for disassembling the chair and the common tools required to do so. To view our disassembly instructions, visit our Sustainability page under the “Resources” tab at <https://viaseating.com/>

## SOCIAL RESPONSIBILITY

As a company, Via Seating believes it is our responsibility to implement programs and practices that support the protection of our environment, our people, and the communities in which we operate. We will strive to provide information regarding the social impact of our operations to our internal and external stakeholders. The Via Seating team embraces the programs we have established and will continuously work to ensure that they are an intrinsic part of our day-to-day operations by providing education and training in socially responsible business practices to our employees.

### *Via Seating Policy on Social Responsibility*

Via Seating is committed to respecting and supporting the protection of our employees' rights as human beings, and of those within our global supply chain. To meet this commitment, we provide full and secure, freely chosen employment consistent with fair hiring practices, and the right to just and favorable conditions in the workplace. Via Seating does not use or support child labor or forced labor in any form and we expect the same level of respect for human welfare from our international suppliers.

### *Fair Hiring Practices*

Via Seating is an Equal Opportunity/ Affirmative Action Employer, and we abide by all local, national, and global laws, standards and norms that influence our operations. Via Seating does not discriminate against any member of our organization or applicant for employment. We are committed to ensuring fair and equitable hiring practices and opportunities for growth and development regardless of race, gender, sexual orientation, cultural or national heritage, physical/mental disability, or any other category protected under applicable law.

### *Corporate Ethics*

We conduct our business operations in a lawful and socially responsible manner and always with honesty, equity, and integrity. As a corporate citizen, our survival is dependent upon following the highest ethical standards and complying with all local, national, and global laws, standards and norms that affect our operations. We promote ethical conduct within our organization and in our interactions with others by identifying, adopting and applying standards of ethical behavior appropriate to our purpose and activities. Expectations of personal and collective conduct are communicated throughout our organization, particularly from those that can significantly influence the values, culture, integrity, strategy and operation of Via Seating and people acting on its behalf, including our suppliers, while preserving local cultural identity.

### *Receipt of Gifts*

Because Via Seating is committed to preventing a conflict of interest with our stakeholders, Via Seating employees shall base organizational decisions only on legitimate business considerations, maintaining high standards of propriety and professionalism, and avoid placing themselves in a position where their integrity might be called into question.

Therefore, Via Seating does not allow employees to accept monies, gifts, hospitalities, or other benefits (in either a personal or professional capacity) that have the possibility of being interpreted as having compromised his/her integrity in the position of making decisions that affect Via Seating's operation. Any violation of this policy could result in discipline up to, and including, termination.

### *Insider Trading*

Our customers and suppliers entrust us with important information relating to their business. The nature of this relationship requires confidentiality. In safeguarding the information received, Via Seating earns the respect and further trust of our customers and suppliers. Any violation of confidentiality seriously injures Via Seating's reputation and effectiveness. Therefore, Via Seating officers and employees must act in a manner that is in the best interest of the company and not exploit inside information that has not been publicly disclosed. Failure to do so would compromise Via Seating's integrity. By ensuring the reliability and fairness of our transactions through responsible political involvement, fair competition, and the absence of corruption, Via Seating can maintain the confidence of its stakeholders, customers, suppliers, and the public markets.

### *Community Outreach and Involvement*

Giving back to the communities in which we operate enables us to better engage different stakeholders that may be affected by our operations. Developing trust and respect among all those involved, including local government and community members, Via Seating's active support of community projects and programs is not only good for those we can aid, but it is good for Via Seating and our employees, too.

### *Via Seating Inclusiveness Statement*

The culture at Via Seating has been built with a great blend of people and we are proud of our long-standing record of nondiscrimination in employment and opportunity for our employees. We are an Equal Opportunity/ Affirmative Action Employer and abide by all local, national, and global laws, standards, and norms that influence our operations. We also comply with all relevant and applicable provisions of the Americans with Disabilities Act (ADA). Via Seating does not discriminate against any member of our organization or applicant for employment and is committed to ensuring fair and equitable hiring practices and opportunities for growth and development regardless of race, gender, sexual orientation, cultural or national heritage, physical/mental disability, or any other category protected under applicable law.

At Via Seating, we recognize that providing inclusiveness education and training is a valuable strategy that helps build an inclusive environment, which is crucial to attracting and retaining talent, building member engagement, and fostering creativity and innovation. Upon hire, and as needed, all Via Seating employees will be trained to understand and act in accordance with our policy on inclusiveness as well as how to report grievances regarding discriminatory acts.

### *Via Seating Health & Safety Policy*

We are dedicated to providing our employees with a safe, healthy working atmosphere and support the development and maintenance of programs to detect, avoid, or respond to situations that result in workplace injury and illness. Our employees will receive appropriate Safety Data Sheets, Hazard Communication, and Emergency Preparedness training to ensure awareness of safety & health concerns and ability to perform specific duties or tasks in a safe manner.

Via Seating has and will continue to maintain compliance with company health and safety guidelines as well as all federal, state, and local regulations applicable to employee health and safety, such as OSHA. Management and the Safety Committee will work to ensure standards of performance are met, opportunities for improvement are identified, and that corrective action has been taken whenever deficiencies are identified. Via Seating will maintain safety metrics that are clearly communicated to its employees, such as OSHA rates.

Our Employee Health & Safety Policy will be reviewed regularly and revised as necessary and communicated to every employee as well as other interested parties involved in our operations.



## Energy Policy

Via Seating is committed to reducing our energy use through energy efficient equipment, efficient management practices, and continuous improvement of our current strategies. Energy consumption has been shown to contribute to greenhouse gas (GHG) emissions and a reduction in energy consumption can result in a reduction in GHG emissions. Our goal is to reduce our energy usage by 2% over the next five years. This reduction is in comparison to the energy use from 2015, 2016 and 2017 (averaged) in accordance with ANSI/BIFMA e3-2019 standard. Via Seating uses the operational control approach to establish the boundary for our combined office/ manufacturing/ warehouse facility located at 205 Vista Blvd. in Sparks, NV.

### *Implementation*

In order to improve our energy management practices and meet our energy reduction goal, the Via Seating Environmental Management Team, as part of our Environmental Management System, annually identifies and reviews Objectives and Targets established for various environmental aspects, including Energy. The Environmental Management Team is comprised of various departments and includes the VP of Engineering. A team of multiple departments allows us to identify opportunities for improvement in a variety of processes and practices.

Due to the structure of Via Seating's operation, there is no single process that is a significant source of energy consumption. The majority of energy consumption comes from air conditioning, lighting, and office and production equipment. Via Seating does not measure energy used by our manufacturing processes separately from our offices. An energy inventory has been established and is used to document our energy usage from our combined electric and natural gas invoices. The energy inventory is used to monitor the effectiveness of our energy management strategies and the progress of our energy goals.

As with all other aspects of our business, Via Seating is committed to meeting all legal requirements and local regulations. As of the time of this publication, there are no known legal or local requirements that affect energy usage at Via Seating. However, Via Seating voluntarily continues to purchase Renewable Energy Certificates as part of our energy portfolio.

### *Documentation and Communication*

A summary of our Energy Policy is also included in Via Seating's Corporate Sustainability Policy which is updated annually and available on our website: <https://viaseating.com/a-great-chair-a-great-world/sustainability/#/>



# A Great Chair, a Great World

Sustainability & Social  
Responsibility Report

2021



**via**  
SEATING



# A Great Chair, a Great World

Sustainability & Social Responsibility Report 2021

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# Letter from the CEO

Over the last several decades, there has been increasing awareness of the impact we leave on our environment and how our actions affect future generations. The protection and sustainable use of our natural resources has become an essential element in our business strategies, relationships, and products. Sustainability isn't only about protecting our environment; it's about developing responsible social and economic goals within the Via Seating organization.

We recognize the growing necessity for sustainable furniture and are dedicated to fulfilling the environmental needs of our customers. We understand that our customers expect high quality, sustainable products at affordable prices and we are making it our mission to meet these demands with innovative—sustainable—designs.

Sustainability encompasses three interconnected elements: environment, economy, and society. Our sustainability efforts must include progress in all three of these areas to make a significant contribution toward human-ecosystem equilibrium. This statement outlines our vision and strategies to achieve continuous improvement in sustainability.

## environment

Pollution affects the ecosystem at global, national, and local levels. By eliminating waste and emissions, we can reduce the risks to human health and the environment. One way we are reducing waste and emissions is the steady shift toward more domestic sourcing to reduce packaging waste and toxic emissions.

It is our goal to steadily reduce our waste and emissions to zero. Until that goal is reached, we will continue to safely and responsibly dispose of any waste generated by our facility. We will also continue to monitor our emissions and set achievable goals to reduce, and eventually eliminate, our greenhouse gas emissions.

## economy

Sustainable practices reduce expenditures on water, energy, and other natural resources which in-turn creates savings that contribute to job creation and economic growth. Improving efficiency in our business practices also enhances our ability to achieve sustainability goals. Over the reporting period we have improved the efficiency of our inbound shipping practices as well as implemented a just-in-time inventory method.

Centralized warehousing and reduced inventory cost means less wasted dollars. Our shift toward more domestic sourcing means we purchase a sizeable portion of our supplies and components from United States manufacturers. Investing in US manufacturers boosts our nation's economy and contributes to a stable future, creating jobs and promoting American independence.

## society

We hold paramount the safety, health, and welfare of our employees and the public; therefore, we will continuously improve our health and safety practices until there are zero injuries, illnesses, or incidents. Health concerns regarding the chemical composition of materials used in manufacturing have risen exponentially within the last few years. Greater demand for transparency in manufacturing is a significant challenge, not only for Via Seating, but manufacturers across the globe. We believe our customers deserve to know the products they buy from us are safe to use and have minimal impact on the environment.

To meet this challenge, it is our goal to improve our product transparency by participating in initiatives such as Life Cycle Assessments, Environmental Product Declarations, and the Health Product Declaration Collaborative over the next 3-5 years.

The creation and implementation of sustainability goals requires a significant investment of resources, time, and organizational effort. This Report communicates our performance and progress toward achieving those goals.

Sincerely,



Chas Hepler  
President and CEO





# General Disclosures

## **102-1 • name of the organization**

Our organization’s official name is VIA Inc., but we are commonly known as Via Seating.

## **102-2 • activities, brands, products, and services**

Via Seating offers a wide selection of seating solutions for many applications including task, executive, guest, multi-purpose, lounge, outdoor, motion seating, and much more. At Via Seating we have a philosophy—great things happen in a chair. It is with this vision that we set out to cultivate the perfect sitting experience. Through the creative genius of our team of engineers, ergonomists, and designers across the world, we shape comfortable chairs with innovative technology at an incredible value backed by our industry-leading warranty. Our solutions translate across a variety of work and collaborative spaces.

## **102-3 • location of headquarters**

### **102-4 • location of operations**

Our headquarters also houses our operations in Sparks, Nevada at:

205 Vista Boulevard  
Sparks, Nevada 89434

## **102-5 • ownership and legal form**

VIA, Inc. was purchased in December 2018 and is privately-owned by Groupe Lacasse, a Canadian furniture manufacturer offering casegoods, systems, seating and filing products. This acquisition was of strategic importance for both companies to share expertise and manufacturing capability. It is the ideal fit for Groupe Lacasse as it supports its continuous growth strategy in the commercial seating market segment. Both parties utilize their collective talents, abilities, and knowledge on a larger scale to grow even more and at a faster pace. More importantly, Groupe Lacasse continues to grow its operational and market footprint in the U.S.

## **102-7 • scale of the organization**

104 full-time employees were employed by Via Seating during the reporting period.

## **102-8 • information on employees and other workers**

Operations and employee headcount at Via Seating is not affected by any significant variations. However, contract or temporary employees are used during times of high demand. 2 contract or temporary employees were employed by Via Seating during the 2020 reporting period.

## **102-11 • precautionary principle or approach**

Via Seating implements strategies to assess the environmental impacts of our products and operations as outlined in the Rio Declaration on Environmental Development. We integrated these strategies into the design process through our Design for Environment (DfE) Program. The implementation of the DfE Program ensures proper consideration of environmental impact, human health, and our sustainability goals throughout material selection, design and development process, and overall lifecycle of a product.

## **102-12 • external initiatives**

Via Seating voluntarily participates in the Business and Institutional Furniture Manufacturer’s Association’s (BIFMA) sustainability certification program for furniture: LEVEL®. By participating in LEVEL, Via Seating and its products are evaluated by third-party auditors using the ANSI/BIFMA e3 Furniture Sustainability Standard. The LEVEL program provides the most comprehensive, unbiased, and transparent method for evaluating and communicating the environmental and social impacts of commercial furniture. The LEVEL mark indicates that the product, manufacturing facility, and company have all met the requirements for certification by an independent third-party reviewer.

Visit [www.levelcertified.org](http://www.levelcertified.org) for more information.

## **102-13 • memberships of associations**

Via Seating does not hold memberships in any national or international industry or advocacy associations at the organizational level.

## **102-16 • values, principles, standards, and norms of behavior**

Via Seating expects its employees to follow the highest standards of ethical, professional, and socially responsible behavior while also adhering to local, national, and international regulations when conducting business.

All employees are given access to Via Seating’s employee manual which outlines our policies regarding employee conduct and company procedures. Our employee manual is updated every year after being reviewed by executive management. Via Seating also hosts Town Hall meetings for all employees, from the production floor to accounting, for training on new and established policies, company news, and announcements. The employee manual and Town Hall meetings are available in multi-lingual formats to accommodate our diverse workforce.

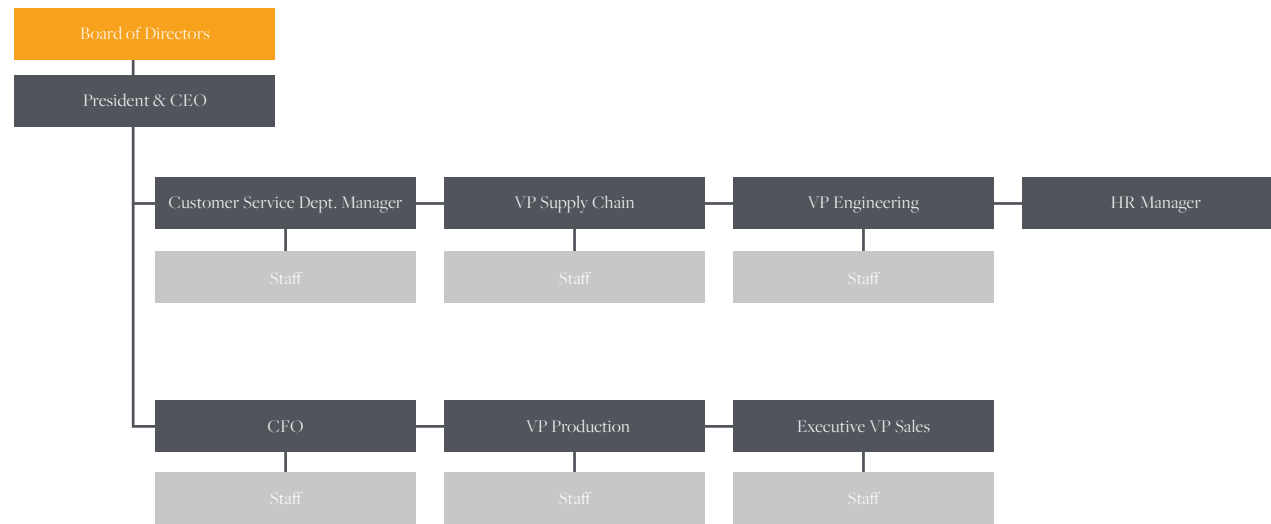
Offering a product that has passed rigorous safety and industry standards is part and parcel with providing a top-quality product. BIFMA, a non a non-profit organization producing standards recognized by the American National Standards Institute (ANSI), implements standards that address the safety, functionality, and sustainability of furniture through rigorous test methods. Furniture that has been tested to BIFMA/ANSI standards decrease work-related accidents or injuries and promotes a healthy and functional work environment. All Via Seating products are tested using the BIFMA/ANSI standards at an independent third-party laboratory.

# Governance

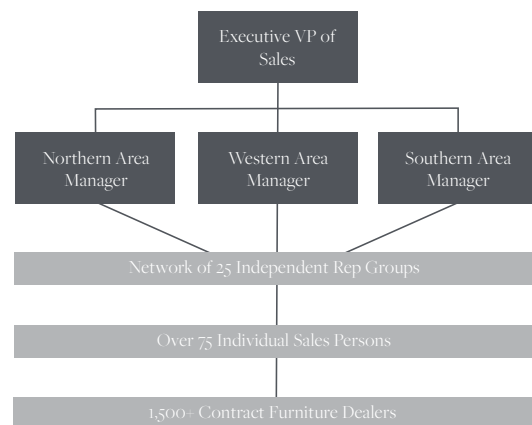
## 102-18 • governance structures

As a privately held company, Via Seating is headed by a Board of Directors that manages the company with integrity, competence, and professionalism. The President and CEO is appointed by the Board of Directors and presides over all vice presidents and department managers.

### Organizational Structure



### Sales & Business Development Structure



## 102-6 • markets served

Via Seating products are available throughout North and South America, including Canada and Mexico. Our products are also sold to other parts of the world on a case-by-case basis.



**102-41 • collective bargaining agreements**

Via Seating does not have any collective bargaining agreements.

**102-40 • list of stakeholder groups**

**102-42 • identifying and selecting stakeholders**

**102-43 • approach to stakeholder engagement**

Via Seating’s sustainability priorities are established and evaluated by our executive management, environmental management team, and BIFMA’s LEVEL program. Our stakeholder groups are identified using the GRI’s definition of a stakeholder as an entity or individual who can significantly affect, or be affected by, the ability of an organization to implement its strategies and achieve its objectives. Those who can be affected by the contents of the sustainability report are also considered stakeholders. Via Seating has identified our stakeholders as our:

Stakeholder	Method of Engagement	Key Topics of Interest
Shareholders Board Members	Communication with CEO Board Meetings	Company Performance
Employees	Monthly Town Hall Meetings Weekly Management Meetings	Employee Motivation Performance Review Safety & Health Care Employee Benefits
Representatives & Dealers	Training Monthly Newsletters Printed and Digital Media Site Tours	New Product Offerings Changes to Existing Product
Suppliers & Manufacturing Partners	Day to Day Communication On-Site Visits Trade Shows	Competitive Pricing & Fair Treatment Long-Term Relationships
Local Community	Social Media Financial Contribution Product Donations	Support for Community Needs Education Alliance Fabric Donations
Customers & End Users	Digital Media Customer Service Representatives Site Tours	Product Sustainability Product Compliance Safety Performance Customer Satisfaction

**102-44 • key topics and concerns raised**

Our customer service department handles most of the questions and concerns brought to us by our customers. Customer service may direct specific inquiries to our engineering department regarding topics such as sustainability, certifications, and product compliance on a case-by-case basis.

**102-45 • entities included in the consolidated financial statements**

Via Seating is not a publicly traded company. Therefore, we do not publish or disclose financial statements or equivalent documents.

**102-46 • defining report content and topic boundaries**

The engineering department compiled the Sustainability Report’s content and topic boundaries in accordance with the Global Reporting Initiative Standards: Core Option using data that was collected from various Via Seating departments and resources.

Reporting Principles were used to determine the information that should be included in the Sustainability Report while also ensuring that only high-quality information was used. The following principles were used: stakeholder inclusiveness, sustainability context, materiality, and completeness. A brief description of the process, principle, and method of implementation in this report for each Reporting Principle is presented below:

**Stakeholder Inclusiveness:** Via Seating includes its stakeholders through open and direct communication. Our management uses email, meetings, marketing materials, newsletters, and direct conversations to gather and disperse information throughout the company and engage stakeholders.

**Sustainability Context:** Via Seating’s sustainability goals and progress are presented in the Sustainability Report and are given in a wider context of sustainability. This means that some of our goals and progress for sustainability also involves other parts of our business including economic, environmental, and social aspects

**Materiality:** The Material Topics included in the Sustainability Report include operations and impacts that were determined to significantly affect the economy, environment, society, and stakeholders.

**Completeness:** Via Seating’s operations have the potential to have significant impacts on the environment, economy, and society. One purpose of the Sustainability Report is to present these impacts from the reporting period to our stakeholders and all other interested parties for assessment. As the Sustainability Report was written, Via Seating strived to be as accurate, complete, and transparent as possible. Data that was unavailable or incomplete has been noted in the GRI Content Index on page 30.

**102-47 • list of material topics**

The material topics that have been included in this report have been selected due to the significant impacts and contributions from our operations that affect the environment, economy, society, and stakeholders. These material topics are:

**Environmental Material Topics**

- Materials
- Energy
- Biodiversity
- Emissions
- Effluents & Waste

**Societal and Economic Material Topics**

- Employment
- Health and Safety
- Supplier Assessment
- Anti-Corruption
- Corporate Governance
- Human and Labor Rights
- Education, Training, and Development



**102-48 • restatements of information**

The sustainability report does not contain restatements of information. Although some information included in this report may be similar to previous reporting periods when there have been no significant changes, all information has been reviewed and confirmed for accuracy.

**102-49 • changes in reporting**

The 2021 Sustainability Report contains new and updated disclosures from the latest GRI standard that were not required in the 2020 Sustainability Report. Each year, Via Seating continues to improve our data collection processes for a more accurate and complete sustainability report.

**102-50 • reporting period****102-51 • date of most recent report****102-52 • reporting cycle****102-53 • contact for questions regarding the report**

The 2021 Sustainability Report presents Via Seating's environmental goals, initiatives, achievements, and sustainability performance for the 2020 calendar year. This annual report supersedes any previously published sustainability reports. For any questions regarding this report or its content, please contact the Engineering Department at: [engineering@viaseating.com](mailto:engineering@viaseating.com).

**102-54 • claims of reporting in accordance with the gri standards**

This sustainability report is prepared in accordance with the Global Reporting Initiative (GRI) Standards: Core Option. It was not prepared or reviewed with a third-party assurance process.

**102-55 • GRI content index**

The GRI Content Index is located on page 30.

**102-56 • external assurance**

The 2021 Sustainability Report is prepared in compliance with GRI Standards without external assurance. Still, Via Seating strives to be accurate and transparent with all of our report content and data. This report was reviewed and verified by upper management. Great care was taken to ensure that high-quality data and information was used in this report. Via Seating continues to review and improve the methods used to collect data and information for our sustainability report, resulting in an increasingly accurate summary of our sustainability performance.





# Management Approach

## **103-1 • explanation of the material topic and its boundary**

Via Seating bases its management approach on integrated policies, procedures, metrics, certifications, and voluntary initiatives that also make up the framework for our sustainability management system. Our sustainability goals are established by the Environmental Management Team. The Environmental Management Team, consisting of upper management and relevant personnel, tracks our progress using tools, metrics, and analysis. Our sustainability goals are focused on reducing or eliminating the negative impacts on the environment that are caused by our organization and integrating environmental protection, health, and safety into our daily operations.

The 2021 Sustainability Report material topics include the environmental, economic, and social impacts that result from our organization's activities. The topic boundaries for all material topics are confined to our headquarters and manufacturing facility located in Sparks, Nevada. Our management approach to all material topics is evaluated through our annual LEVEL® certification, Environmental Management Review, and third-party audits and evaluations.

## **103-2 • the management approach and its components**

### **103-3 • evaluation of the management approach**

Via Seating's management approach to all material topics used in this report are explained in the following paragraphs:

**Materials:** Via Seating uses materials such as wood, plastic, metal, paper, and cardboard in our manufacturing and packaging process. The use of these materials significantly impacts the availability of natural resources for future generations and also impacts our environment. Therefore, Via Seating has been managing our material usage through data collection and the use of targets and objectives that focus on reducing the number of resources used in our manufacturing process in order to lessen the environmental impact and resource availability.

**Energy and Emissions:** The energy used by Via Seating is mainly used for building operations and heating and cooling the production warehouse. Our energy use directly and indirectly affects the environment through greenhouse gas emissions. We use metrics, analysis of energy invoices, established policies, and objectives and targets to manage our energy usage and track our emissions.

Managing our energy and emissions also involves establishing targets to reduce the amount of greenhouse gases produced, either directly or indirectly, by our operations. Via Seating offsets our greenhouse gas emissions by purchasing Renewable Energy Certificates annually to offset our emissions by 23%.

**Water:** Water is used in only one of our manufacturing processes: steaming wrinkles out of the final upholstered product. Having eliminated water from all of our other manufacturing processes allows us to conserve one of our most precious resources. The water used in this manufacturing process is managed and tracked using water meters designated to each water dispenser.

**Biodiversity:** Biodiversity is a crucial element of a healthy environment. Although our operations

have not been found to have any impacts on biodiversity, we are committed to preventing such impacts from developing by complying with all federal, state, and local environmental regulations. Our management approach will continue to monitor our impact on the environment while also ensuring we comply with all applicable regulations.

**Effluents and Waste:** Proper waste disposal ensures that human health and the environment are protected. Via Seating has established and continues to manage policies and processes that guarantee all waste, including hazardous waste, is disposed of responsibly through a licensed disposal service.

**Employment and Health & Safety:** Employees are the most important aspect of Via Seating's business operations. We are committed to providing a safe and healthy environment that fosters diversity and inclusiveness. Our HR policies and procedures help us to ensure we are providing fair and equitable wages while also staying in compliance with all laws and regulations. Health & Safety is managed through policies, procedures, training, and grievance mechanisms.

**Human & Labor Rights and Supplier Assessment:** We at Via Seating strive to ensure that not only are the human rights of our employees respected, but also those of our suppliers' employees. We require our manufacturers and suppliers to sign and comply with a Code of Conduct agreement that prohibits the use of forced labor and child labor. The Code of Conduct also required manufacturers and suppliers to promote a safe, healthy working environment as well as additional internationally recognized criteria.

**Anti-Corruption and Corporate Government:** All Via Seating employees are required to act with integrity, ethics, and professionalism while in the workplace and representing Via Seating. We have enacted policies and procedures regarding the receipt of gifts, insider trading, and other corruptive activities. With these policies in place, Via Seating ensures it is governed and operated with integrity and professionalism.

**Education, Training, and Development:** At Via Seating, it is our belief that a well-rounded and skilled workforce is critical to a strong business infrastructure. We are proud to invest in our employees by providing leadership training and development opportunities. Through our Tier Program, we provide on-the-job training within each production area and cross-training.

## **207-1 • approach to tax**

Via Seating's tax strategy is not publicly available at this time.

## **303-1 • interactions with water as a shared resource**

### **303-2 • management of water discharge-related impacts**

Our facility is located in a desert environment, so we recognize the importance of water and the need to conserve this precious resource. All manufacturing processes have been reviewed and only one process has been identified as requiring water. A small amount of water is used by fabric steamers during the upholstery process. During the steaming process, the water evaporates and does not produce any effluent discharge.

**306-1 • waste generation and significant waste-related impacts**

**306-2 • management of significant waste-related impacts**

The production processes at Via Seating generally produce very little waste. However, the upholstery process produces waste in the form of textile cuttings. Waste is also generated from the packaging and containers used by our suppliers and from rejected or obsolete parts.

To minimize waste, Via Seating has increased the accuracy of our textile ordering and cutting process. Leftover textiles are donated to employees for personal use and local organizations. Packaging from suppliers, consisting of mostly cardboard, is recycled. Rejected or obsolete parts are also recycled when possible. To minimize the quantity of old parts, Via Seating has implemented a procedure to ensure that old inventory is depleted before switching to new parts.

**403-1 • occupational health and safety management system**

**403-2 • hazard identification, risk assessment, and incident investigation**

**403-3 • occupational health services**

**403-4 • worker participation, consultation, and communication on occupational health and safety**

**403-5 • worker training on occupational health and safety**

**403-6 • promotion of worker health**

**403-7 • prevention and mitigation of occupational health and safety impacts directly linked by business relationships**

Via Seating complies with all applicable occupational health and safety requirements at the local, state, and federal levels, including those issued by OSHA.

Via Seating also has a written safety program that is available to all employees. New employees are introduced to the program during training. All employees, both new and current, are notified of changes or updates during regularly held Town Hall meetings. As part of the program, employees receive appropriate safety data sheets, hazard communication and emergency preparedness training to ensure awareness of safety and health concerns. This enables employees to perform specific duties and tasks in a safe manner. Employees are required to report any unsafe conditions to their supervisor. Any employee found to have violated Via Seating's safety standards, caused a hazardous or dangerous situation, or failed to report a safety hazard is subject to disciplinary action, including termination.





# Employees

## 201-1 • direct economic value generated and distributed

Via Seating is a privately-owned company. We do not disclose revenues, operating costs, economic value generated, or other financial information due to confidentiality constraints.

## 201-3 • benefit plan obligations and retirement plans

### 401-2 • benefits provided to full-time employees that are not provided to temporary or part-time employees

Via Seating offers full-time employees benefits such as paid time off, a 401K plan, paid medical, dental, and vision insurance, FSA accounts, life insurance, and supplemental disability insurance plans.

## 201-4 • financial assistance from government

Via Seating does not receive any financial assistance from local, state or US federal government.

## 202-1 • ratios of standard entry level wage compared to local minimum wage

Via Seating offers its employees' wages that do not vary based on factors such as gender or race. Via Seating's entry level wage is \$15.00 per hour which is significantly higher than the state and federal minimum wage.



## 205-1 • operations assessed for corruption risk

## 205-2 • anti-corruption policies and procedures

## 205-3 • confirmed incidents of corruption

Via Seating operates exclusively in the United States and has an overall low risk of corruption. Our organization requires all of our employees and suppliers to follow our policies and procedures regarding ethical behavior and professional conduct.

Via Seating issues an annually reviewed Employee Handbook that contains all company policies and procedures. The Employee Handbook is available to all Via Seating employees. All employees receive training on its contents and are notified of any changes. Via Seating participates in bi-annual audits conducted by third-party auditors to verify the accuracy and integrity of our records, transactions, payroll system processes, and company policies and procedures. There have been no incidents or terminations due to corruption related behavior during the reporting period.

## 401-1 • new employee hires and employee turnover

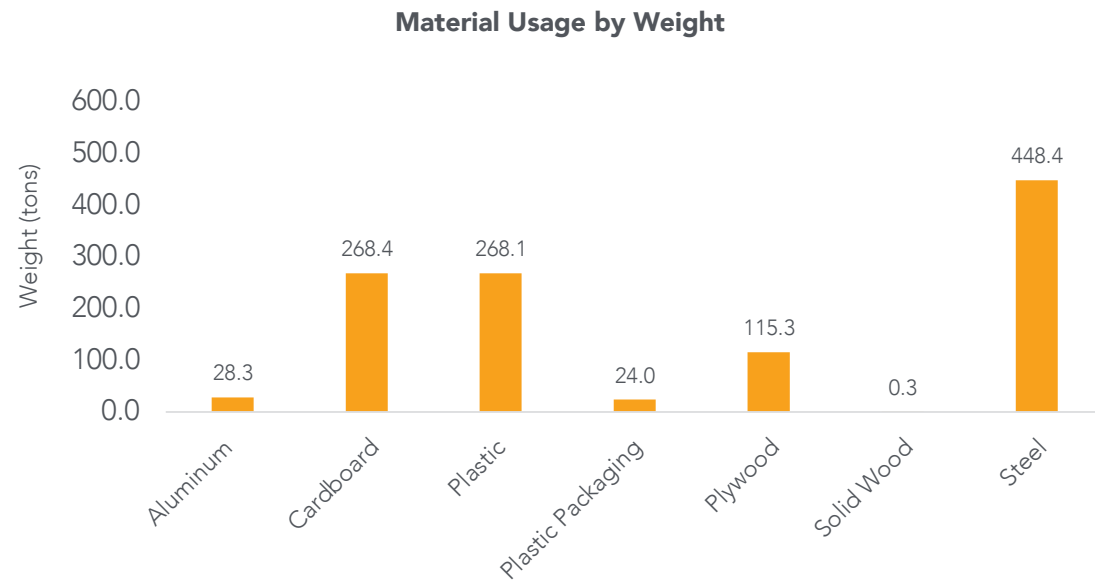
During the reporting period, there was a total of 73 new hires and 108 terminations. Information regarding age and gender are not available.



# Materials & Energy

## 301-1 • materials used by weight or volume

Via Seating does not currently use renewable materials in the production or packaging of our products. However, we do use non-renewable and recycled materials. The materials usage for the reporting period is available in the following table:



## 302-1 • energy consumption within the organization

Via Seating uses energy mainly to heat, cool, and operate our manufacturing facility. Using data collected from utility invoices and vehicle logs, it was calculated that 1246 MWH of energy was used during the reporting period.

## 302-2 • energy consumption outside the organization

The energy consumption outside of the Via Seating organization has not been calculated.

## 302-3 • energy intensity

For the reporting period, the energy intensity ratio was  $1.08 \times 10^{-5}$  metric tons of CO<sub>2</sub>e per USD of net revenue. Diesel fuel, natural gas, and purchased electricity used within the organization was used to calculate the energy intensity ratio.

## 302-4 • reduction of energy consumption

There were no energy reductions during the reporting period. However, Via Seating purchased Green-E Certified Renewable Energy Certificates to offset its energy consumption by 23%.





# Water

## 303-3 • water withdrawal

Via Seating uses water that is sourced from the Truckee Meadows Water Authority (TMWA). Up to 15% of our water is sourced from groundwater. The remainder 85% is surface water that is collected from:

- Lake Tahoe
- Truckee River
- Donner Lake
- Prosser Creek Reservoir
- Independence Lake
- Stampede Reservoir
- Boca Reservoir



## 303-4 • water discharge

## 303-5 • water consumption

Water meters are used to monitor the total amount of water used each year. During 2020, 1223 gallons (0.00463 megaliters) of water were used in our production process. Our water usage has little impact on the environment as there are no planned or unplanned water discharges or runoff. Water sources in our area are not majorly affect by our limited water use.

# Emissions

## 305-1 • direct (scope 1) GHG emissions

Via Seating uses natural gas and diesel fuel, two sources of direct (Scope 1) emissions. For the reporting period, Via Seating tracked the emission data for both of these sources using utility invoices, fuel logs, and odometer readings. Via Seating used the operational control for the consolidation approach. The total Scope 1 emissions for 2020 was 154.1 metric tons of CO<sub>2</sub>e.

## 305-2 • energy indirect (scope 2) GHG emissions

The only source of indirect (Scope 2) emissions from Via Seating comes from purchased electricity. The greenhouse gas emissions that come from our Scope 2 emissions are CO<sub>2</sub>, CH<sub>4</sub>, and N<sub>2</sub>O gases. The data used to calculate Scope 2 emissions was collected from utility invoices. Greenhouse gas emissions are calculated using the global warming potential (GWP) rates from the newly released EPA eGRID2018 summary tables. From these calculations, it was found that 129 metric tons of CO<sub>2</sub>e of Scope 2 emissions were produced during 2020. All calculations are compared to the base year 2016. Operational control was used for the consolidation approach for emissions.

## 305-3 • other indirect (scope 3) GHG emissions

Via Seating collected data for Scope 3 emissions that resulted from employee commutes, business travel, transportation and distribution, and waste generation. In total, these activities generated 518 metric tons of CO<sub>2</sub>e during 2020. As this is the first year Via Seating has collect Scope 3 emissions data, no base line has been established.

## 305-4 • GHG emissions intensity

The greenhouse gas (GHG) emissions intensity ratio was calculated based on both direct and indirect (Scope 1 & 2) GHG emissions and the number of units produced during the reporting year. The GHG emissions intensity ratio for Via Seating for 2020 was calculated to be 3.28 x 10<sup>-3</sup> metric tons of CO<sub>2</sub>e per unit produced.

## 305-5 • reduction of GHG emissions

There were no absolute reductions in greenhouse gas emissions from Via Seating compared to the base year 2016. However, Via Seating purchased Green-E Certified Renewable Energy Certificates to offset greenhouse gas emissions by 23%.

## 305-6 • emissions of ozone-depleting substances (ODS)

Via Seating does not produce, import, or export ozone-depleting substances (ODS).

Our organization voluntarily discloses greenhouse gas emissions by participating in the Climate Change Report and CDP. The CDP, once known as the Carbon Disclosure Project, is a global disclosure system that collects self-reported environmental data from companies around the world.

Investors, consumers, and policy makers use the data to make informed decisions, manage, and measure the environmental impacts on climate change, forest conservation, and water security. For more information about the CDP and Climate Change Report, go to: <https://www.cdp.net>.



# Effluents & Waste

**306-3 • waste generated**

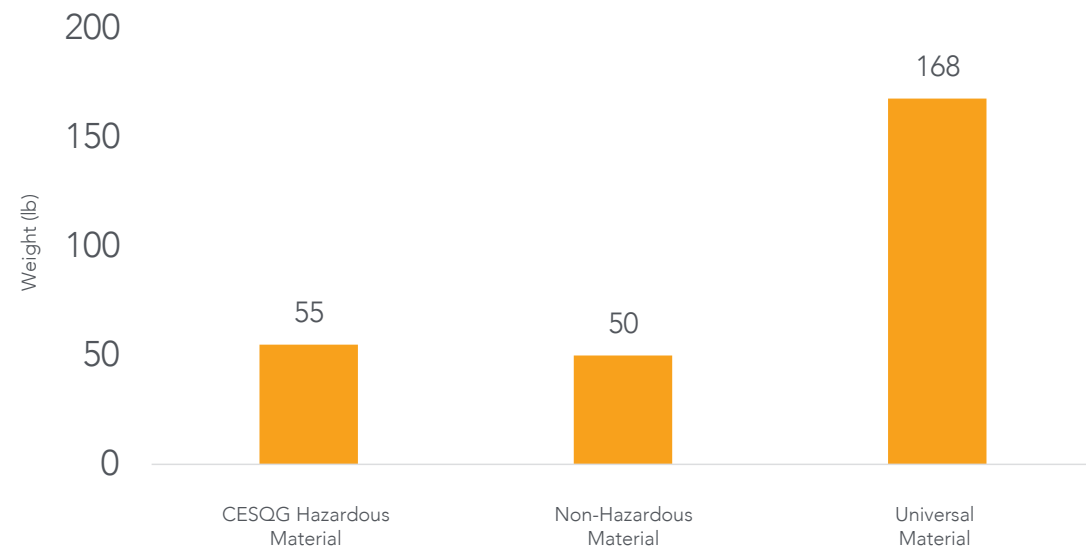
**306-4 • waste diverted from disposal**

**306-5 • waste directed to disposal**

Via Seating uses multiple vendors to dispose of waste. Manifests were collected from all vendors to determine how much waste was disposed of, how often, and how it was disposed. During 2020, 157 metric tons of waste was generated. Of the waste generated, 25 metric tons were recycled. The rest of the waste, 132 metric tons, was diverted to a land fill.

Via Seating is classified as a Conditionally Exempt Small Quantity Generator (CESQG). Hazardous waste is separated from all other waste and is removed by a contracted, licensed disposal service. Via Seating does not transport, import, export, or treat hazardous waste.

**Hazardous Waste Disposal Quantities**



**307-1 • non-compliance with environmental laws and regulations**

There have been no known violations or incidents of non-compliance with environmental law and/or regulations during this reporting period.

**304-1 • operational sites owned, leased, managed in, or adjacent to, protected areas and areas of high biodiversity value outside protected areas**

There are no known Via Seating operational sites owned, leased, managed in, or adjacent to protected areas and/or areas of high biodiversity value.

**304-2 • impacts on biodiversity**

There are no known, significant impacts on biodiversity due to Via Seating’s activities, products, and services.

**304-3 • habitats protected or restored**

**304-4 • IUCN species and habitats affected by operations**

Via Seating’s operations do not have any known impacts on biodiversity, habitats, or IUCN Red List species. Via Seating does not have any partnerships with third parties to protect or restore habitats. We have not been involved in the protection or restoration of habitats.

**402-1 • minimum notice periods regarding operational changes**

There have been no significant operational changes at Via Seating during the reporting period.





# Health & Safety

## **403-8 • workers covered by an occupational health and safety management system**

All Via Seating employees are included in our health and safety management system as well as all applicable local, state, and federal regulations, including OSHA.

## **403-9 • work-related injuries**

## **403-10 • work-related ill health**

Via Seating makes safety our number one priority for all our employees. Unfortunately, work-related injuries did occur during the reporting year of 2020. There was 1 fatality and the rate of fatalities as a result of work-related injuries or ill-health was 0.86. There were no high-consequence work-related injuries. There were 27 recordable work-related injuries and resulted in a rate of 23.23. All calculations were based on 200,000 hours worked. There were 17 cases of illnesses during 2020.

During the COVID-19 pandemic, Via Seating implemented strict safety and health guidelines that included cleaning protocols and social distancing to keep our employees safe. Positions that were able to work from home were allowed to do so. All other positions remained at our facility but were spaced out at least 6 feet apart to comply with social distancing.

A cleaning service was used to disinfect communal areas, such as breakrooms, every day. Employees were given disinfecting spray with gloves and towels to disinfect their work areas daily. Breaks and lunches were staggered so that social distancing could be maintained. All employees were required to wear face masks and enforcement was used to ensure that masks were properly worn.

If an employee experienced any symptoms of COVID-19, they were encouraged to stay home and get tested. Voluntary COVID-19 testing was also held periodically at our facility for our employees at no cost to them.

## **404-1 • average hours of training per year**

## **205-2 • communication and training on anti-corruption**

## **412-2 • employee training on human rights**

Via Seating holds regularly scheduled Town Hall meetings and all Via Seating employees are required to attend. Production is completely stopped for Town Hall meetings, which typically last between 1-2 hours. The Town Hall meetings are a time where training is provided on various matters such as safety, company policies, procedures, and other miscellaneous topics. During the COVID-19 pandemic, social distancing and strict masking requirements were used to ensure the safety of employees during Town Hall meetings.



## **404-2 • programs for upgrading employee skills and transition assistance programs**

A tier system is used by Via Seating that is based on the employee's experience. The tier system starts at Pre-Tier for entry-level employees and goes up to Tier 6 which includes Lead Technicians and Supervisors. Employees' pay scales are directly correlated to tier levels, so race or gender are not considered, and all production employees are included in the tier system.

All employees are introduced to the career path program as soon as they are hired on. The career path program offers opportunities for employees to build a valuable skill set. Each employee is provided a list of milestones that must be completed in order to advance to the next tier. As the employee moves to the next tier, they will have built a solid foundation of skills and knowledge regarding the manufacturing process. Management and supervisors encourage employees to work towards achieving the next tier. As an employee advances to the next tier, their compensation increases.

Lead Technicians are also given the opportunity to receive a variety of off-site training on topics like safety, reasonable suspicion, and lean manufacturing to support a well-rounded and knowledgeable work force.

## **404-3 • percentage of employees receiving regular performance and career development reviews**

Via Seating holds annual reviews for all employees regarding the past year's performance and career development.

# Our Suppliers

## 102-9 • supply chain

The components used by Via Seating in the manufacturing process come from multiple countries such as China, Taiwan, Italy, Germany, Norway, and Canada. Each Via Seating supplier is provided with a self-assessment survey and are asked to sign a Code of Conduct agreement that addresses topics such as social responsibility and other internationally recognized criteria. The following criteria was used for the survey and Code of Conduct agreement:

- Self-Assessment Survey
- Social responsibility statements and policies
- Communication with employees and stakeholders
- Employee enrichment programs
- Employee volunteer opportunities
- Code of Conduct Agreement
- Prohibit forced and child labor
- Maintain a safe & healthy workplace
- Avoid discrimination of employees
- Prevention of workplace harassment
- Maintain safe and reasonable working hours
- Fair and equitable wages
- Operate without corruption and bribery
- Recognize employees' right to freedom of association

Via Seating asks all of its suppliers to participate in the self-assessment survey. All responses to the survey are kept confidential.

Our VPs of Engineering and Supply Chain perform on-site visits to many of our suppliers, both in the US and abroad. These on-site visits help to maintain positive working relationships while also ensuring compliance with the Code of Conduct agreement.

## 102-10 • significant changes to the organization and its supply chain

There have been no significant changes to the size, structure, or ownership of the organization during the reporting period.

## 414-1 • new suppliers that were screened using social criteria

Each new supplier is pre-qualified by Via Seating before any purchases are made. On-site factory audits are carried out by Via Seating that includes criteria for material control, sourcing risk evaluation, in-production quality control, and finished goods inspection procedure.

A select group of approved suppliers are inspected annually to ensure conformance with Via Seating's quality standards and compliance with our Code of Conduct.

## 408-1 • operations and suppliers at significant risk for incidents of child labor

## 409-1 • operations and suppliers at significant risk for incidents of forced labor

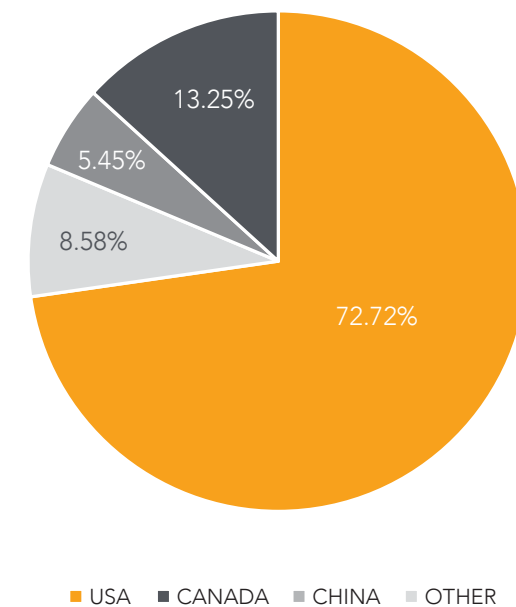
Via Seating's business relationships are built on three key tenets: social responsibility, environmental protection, and fair cooperation. Our organization does not tolerate child labor or any form of exploitation of young employees at the hands of our suppliers. Any form of discrimination in our supplier's hiring and employment practices is considered unacceptable by Via Seating. We require our suppliers to provide a harassment and abuse-free workplace for all of their employees.

## 204-1 • proportion of spending on local suppliers

Via Seating uses local suppliers as much as possible. By buying locally, we contribute to our local economy and reduce greenhouse gas emissions by eliminating the need for components to be shipped from over a large distance. Local suppliers are companies that are independently owned and operated in the Reno, Sparks, and Carson City communities.

A large quantity of our components and 90% of our chairs are manufactured in the USA.

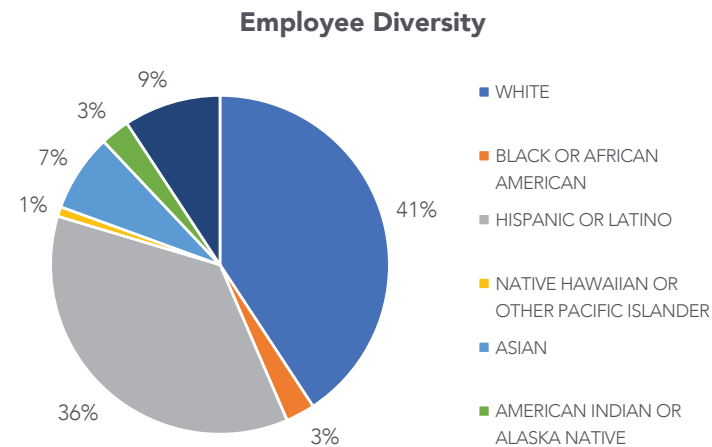
Spending Distribution by Region



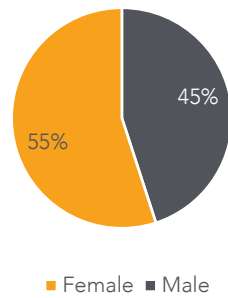
# Diversity & Equal Opportunity

## 405-1 • diversity of governance bodies and employees

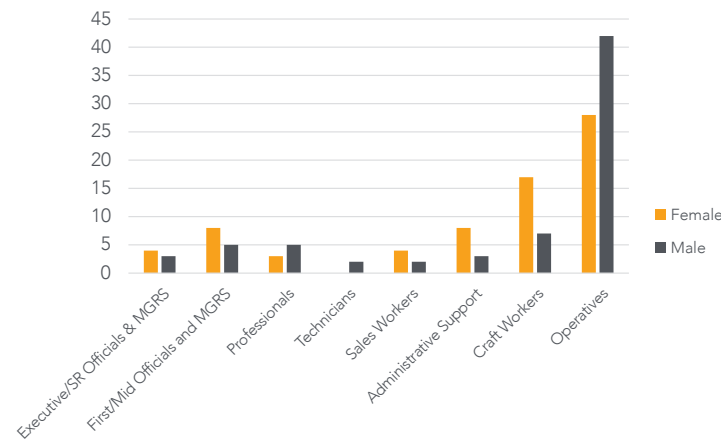
The data used to report Via Seating’s diversity of governance bodies and employees comes from the EEO survey. The graphs below show the employee diversity and gender for the reporting year 2020.



## Employees by Gender



## Job Categories by Gender



## 406-1 • incidents of discrimination and corrective actions taken

There were no incidents of discrimination at Via Seating during the reporting period.

## 411-1 • incidents of violations involving rights of indigenous peoples

There have been no incidents at Via Seating involving the violations of the rights of indigenous peoples.

## 412-1 • operations that have been subject to human rights reviews or impact assessments

None of Via Seating’s operations have been subject to human rights reviews or impact assessments.

## 412-3 • significant investment agreements and contracts that include human rights clauses or that underwent human rights screening

Via Seating has not participated in significant investment agreements, contracts, or capital investment projects that include human rights clauses or have undergone human rights screening during the reporting period.

## 413-1 • operations with local community engagement, impact assessments and development programs

Via Seating engages with our local community through financial gifts and product donations to various local non-profit organizations and schools. More information regarding Via Seating’s community involvement can be found on our website at [www.viaseating.com](http://www.viaseating.com).

Since 2000, Via Seating has had a veteran hiring initiative. Every open position at Via Seating is first made available to our local veteran community.

## 413-2 • operations with significant actual and potential negative impacts on local communities

There have been no known operations at Via Seating with significant actual, or potential, negative impacts on local communities.

## 417-1 • requirements for product and service information and labeling

Information regarding environmental impact, disposal, and recycling of Via Seating products are available on our website: [www.viaseating.com](http://www.viaseating.com). Handling instructions and information for safe use are available in our user guides, hand tags, and on our website. Depending on the products’ destination, our chairs have additional labeling in accordance with state and local regulations. If further information is required, questions can be directed to our Customer Service Department.

## 417-2 • incidents of non-compliance concerning product and service information and labeling

There have been no known incidents of non-compliance involving Via Seating’s product and service information and labeling during the reporting period.

## 417-3 • incidents of non-compliance concerning marketing communications

During the reporting period, there were no known incidents of non-compliance involving marketing communications.

## 418-1 • substantiated complaints concerning breaches of customer privacy and losses of customer data

There have been no known complaints or incidents of customer privacy breaches or losses of customer data during the reporting period.

## 419-1 • non-compliance with laws and regulations in the social and economic area

There have been no incidents of non-compliance with laws and/or regulations regarding social and economic areas during the reporting period.



# GRI Context Index

GRI Standard Number	Disclosure Title	Page Reference or Direct Response	Disclosure Level
<b>General Disclosures</b>			
GRI 102-1	Name of the Organization	4	F
GRI 102-2	Activities, Brands, Products, and Services	4	F
GRI 102-3	Location of Headquarters	4	F
GRI 102-4	Location of Operations	4	F
GRI 102-5	Ownership and Legal Form	4	F
GRI 102-6	Markets Served	7	F
GRI 102-7	Scale of the Organization	5	F
GRI 102-8	Information on Employees and Other Workers	5	F
GRI 102-9	Supply Chain	26	F
GRI 102-10	Significant Changes to the Organization and its Supply Chain	26	F
GRI 102-11	Precautionary Principle or Approach	5	F
GRI 102-12	External Initiatives	5	F
GRI 102-13	Memberships of Associations	5	F
GRI 102-14	Statement from Senior Decision-Maker	2	F
GRI 102-15	Key Impacts, Risks, and Opportunities	-	N
GRI 102-16	Values, Principles, Standards, and Norms of Behavior	5	F
GRI 102-17	Mechanisms for Advice and Concerns about Ethics	-	N
GRI 102-18	Governance Structure	6	F
GRI 102-19	Delegating Authority	-	N
GRI 102-20	Executive-Level Responsibility for Economic, Environmental, and Social Topics	-	N
GRI 102-21	Consulting Stakeholders on Economic, Environmental, and Social Topics	-	N
GRI 102-22	Composition of the Highest Governance Body and its Committees	-	N
GRI 102-23	Chair of the Highest Governance Body	-	N
GRI 102-24	Nominating and Selecting the Highest Governance Body	-	N
GRI 102-25	Conflicts of Interest	-	N
GRI 102-26	Role of the Highest Governance Body in Setting Purpose, Values, and Strategy	-	N
GRI 102-27	Collective Knowledge of Highest Governance Body	-	N
GRI 102-28	Evaluating the Highest Governance Body's Performance	-	N
GRI 102-29	Identifying and Managing Economic, Environmental, and Social Impacts	-	N
GRI 102-30	Effectiveness of Risk Management Processes	-	N
GRI 102-31	Review of Economic, Environmental and Social Topics	-	N

GRI Standard Number	Disclosure Title	Page Reference or Direct Response	Disclosure Level
GRI 102-32	Highest Governance Body's Role in Sustainability Reporting	-	N
GRI 102-33	Communicating Critical Concerns	-	N
GRI 102-34	Nature and Total Number of Critical Concerns	-	N
GRI 102-35	Remuneration Policies	-	N
GRI 102-36	Process for Determining Remuneration	-	N
GRI 102-37	Stakeholder's Involvement in Remuneration	-	N
GRI 102-38	Annual Total Compensation Ratio	-	N
GRI 102-39	Percentage Increase in Annual Total Compensation Ratio	-	N
GRI 102-40	List of Stakeholder Groups	8	F
GRI 102-41	Collective Bargaining Agreements	8	F
GRI 102-42	Identifying and Selecting Stakeholders	8	F
GRI 102-43	Approach to Stakeholder Engagement	8	F
GRI 102-44	Approach to Stakeholder Engagement-Key Topics and Concerns Raised	8	F
GRI 102-45	Entities Included in the Consolidated Financial Statements	8, CONFIDENTIAL	N
GRI 102-46	Defining Report Content and Topic Boundaries	9	F
GRI 102-47	List of Material Topics	9	F
GRI 102-48	Restatements of Information	10	F
GRI 102-49	Changes in Reporting	10	F
GRI 102-50	Reporting Period	10	F
GRI 102-51	Date of Most Recent Report	10	F
GRI 102-52	Reporting Cycle	10	F
GRI 102-53	Contact Point for Questions Regarding the Report	10	F
GRI 102-54	Claims of Reporting in Accordance with the GRI Standards	10	F
GRI 102-55	GRI Content Index	10	F
GRI 102-56	External Assurance	10	F

## Management Approach

GRI 103-1	Explanation of Material Topic and its Boundary	12	F
GRI 103-2	The Management Approach and its Components	12	F
GRI 103-3	Evaluation of the Management Approach	12	F

GRI Standard Number	Disclosure Title	Page Reference or Direct Response	Disclosure Level
<b>Economic Topics</b>			
GRI 201-1	Direct Economic Value Generated and Distributed	16, CONFIDENTIAL	N
GRI 201-2	Financial Implications and Other Risks and Opportunities due to Climate Change	-	N
GRI 201-3	Defined Benefit Plan Obligations and Other Retirement Plans	16	F
GRI 201-4	Financial Assistance Received from Government	16	F
GRI 202-1	Ratios of Standard Entry Level Wage by Gender Compared to Local Minimum Wage	16	F
GRI 202-2	Proportion of Senior Management Hired from the Local Community	-	N
GRI 203-1	Infrastructure Investments and Services Supported	-	N
GRI 203-2	Significant Indirect Economic Impacts	-	N
GRI 204-1	Proportion of Spending on Local Suppliers	27	F
GRI 205-1	Operations Assessed for Risks Related to Corruption	17	F
GRI 205-2	Communication and Training about Anti-Corruption Policies and Procedures	13, 25	F
GRI 205-3	Confirmed Incidents of Corruption and Actions Taken	17	F
GRI 206-1	Legal Actions for Anti-Competitive Behavior, Anti-Trust, and Monopoly Practices	NONE	F
GRI 207-1	Approach to Tax	13	F
GRI 207 -2	Tax Governance, Control, and Risk Management	-	N
GRI 207 -3	Stakeholder Engagement and Management of Concerns Related to Tax	-	N
GRI 207-4	Country-by-Country Reporting	-	N

<b>Environmental Topics</b>			
GRI 301-1	Materials Used by Weight or Volume	18, INFORMATION NOT AVAILABLE	P
GRI 301-2	Recycled Input Materials Used	NONE	F
GRI 301-3	Reclaimed Products and their Packaging Materials	INFORMATION NOT AVAILABLE	N
GRI 302-1	Energy Consumption within the Organization	18	F
GRI 302-2	Energy Consumption Outside the Organization	18, INFORMATION NOT AVAILABLE	N
GRI 302-3	Energy Intensity	18	F
GRI 302-4	Reduction of Energy Consumption	18	F

GRI Standard Number	Disclosure Title	Page Reference or Direct Response	Disclosure Level
GRI 302-5	Reductions in Energy Requirements of Products and Services	INFORMATION NOT AVAILABLE	N
GRI 303-1	Interactions with Water as a Shared Resource	13	F
GRI 303-2	Management of Water Discharge-Related Impacts	13	F
GRI 303-3	Water Withdrawal	20	F
GRI 303-4	Water Discharge	20	F
GRI 303-5	Water Consumption	20	F
GRI 304-1	Operational Sites Owned, Leased, Managed In, or Adjacent to, Protected Areas and Areas of High Biodiversity Value Outside Protected Areas	22	F
GRI 304-2	Significant Impacts of Activities, Products, and Services on Biodiversity	23	F
GRI 304-3	Habitats Protected or Restored	23	F
GRI 304-4	IUCN Red List Species and National Conservation List Species with Habitats in Areas Affected by Operations	23	F
GRI 305-1	Direct (Scope 1) GHG Emissions	21	F
GRI 305-2	Energy Indirect (Scope 2) GHG Emissions	21	F
GRI 305-3	Other Indirect (Scope 3) Emissions	21, INFORMATION NOT AVAILABLE	P
GRI 305-4	GHG Emissions Intensity	21	F
GRI 305-5	Reduction of GHG Emissions	21	F
GRI 305-6	Emissions of Ozone Depleting Substances (ODS)	21	F
GRI 305-7	Nitrogen Oxides (NOx), Sulfur Oxides (SOx), and Other Significant Air Emissions	INFORMATION NOT AVAILABLE	N
GRI 306-1	Waste Generation and Significant Waste-Related Impacts	14	F
GRI 306-2	Management of Significant Waste-Related Impacts	14	F
GRI 306-3	Waste Generated	22	F
GRI 306-4	Waste Diverted from Disposal	22	F
GRI 306-5	Waste Directed to Disposal	22	F
GRI 307-1	Non-Compliance with Environmental Laws and Regulations	22	F
GRI 308-1	New Suppliers that were Screened using Environmental Criteria	-	N
GRI 308-2	Negative Environmental Impacts in the Supply Chain and Actions Taken	NO KNOWN IMPACTS	F

GRI Standard Number	Disclosure Title	Page Reference or Direct Response	Disclosure Level
<b>Social Topics</b>			
GRI 401-1	New Employee Hires and Employee Turnover	17, INFORMATION NOT AVAILABLE	P
GRI 401-2	Benefits Provided to Full-Time Employees that are not Provided to Temporary or Part-Time Employees	11	F
GRI 401-3	Parental Leave	INFORMATION NOT AVAILABLE	N
GRI 402-1	Minimum Notice Periods Regarding Operational Changes	23	F
GRI 403-1	Occupational Health and Safety Management System	14	F
GRI 403-2	Hazard Identification, Risk Assessment, and Incident Investigation	14	F
GRI 403-3	Occupational Health Services	14	F
GRI 403-4	Worker Participation, Consultation, and Communication on Occupational Health and Safety	14	F
GRI 403-5	Worker Training on Occupational Health and Safety	14	F
GRI 403-6	Promotion of Worker Health	14	F
GRI 403-7	Prevention and Mitigation of Occupational Health and Safety Impacts Directly Linked by Business Relationships	14	F
GRI 403-8	Workers Covered by an Occupational Health and Safety Management	24	F
GRI 403-9	Work-Related Injuries	24	F
GRI 403-10	Work-Related Ill Health	24	F
GRI 404-1	Average Hours of Training per Year	24	P
GRI 404-2	Programs for Upgrading Employee Skills and Transition Assistance Programs	25	F
GRI 404-3	Percentage of Employees Receiving Regular Performance and Career Development Reviews	25	F
GRI 405-1	Diversity of Governance Bodies and Employees	28	F
GRI 405-2	Ratio of Basic Salary and Remuneration of Women to Men	INFORMATION NOT AVAILABLE	N
GRI 406-1	Incidents of Discrimination and Corrective Actions Taken	28	F
GRI 407-1	Operations and Suppliers in which the Right to Freedom of Association and Collective Bargaining May be at Risk	NO KNOWN SUPPLIERS	F
GRI 408-1	Operations and Suppliers at Significant Risk for Incidents of Child Labor	27	F
GRI 409-1	Operations and Suppliers at Significant Risk for Incidents of Forced or Compulsory Labor	27	F
GRI 410-1	Security Personnel Trained in Human Rights Policies or Procedures	NO SECURITY PERSONNEL EMPLOYED	F

GRI Standard Number	Disclosure Title	Page Reference or Direct Response	Disclosure Level
GRI 411-1	Incidents of Violations Involving Rights of Indigenous Peoples	28	F
GRI 412-1	Operations that have been Subject to Human Rights Reviews or Impact Assessments	28	F
GRI 412-2	Employee Training on Human Rights Policies or Procedures	24	F
GRI 412-3	Significant Investment Agreements and Contracts that Include Human Rights Clauses or that Underwent Human Rights Screening	29, NONE	F
GRI 413-1	Operations with Local Community Engagement, Impact Assessments, and Development Programs	29	F
GRI 413-2	Operations with Significant Actual and Potential Negative Impacts on Local Communities	29, NO KNOWN OPERATIONS	F
GRI 414-1	New Suppliers that were Screened using Social Criteria	26	F
GRI 414-2	Negative Social Impacts in the Supply Chain and Actions Taken	NO KNOWN IMPACTS	F
GRI 415-1	Political Contributions	NONE	F
GRI 416-1	Assessment of the Health and Safety Impacts of Product and Service Categories	-	N
GRI 416-2	Incidents of Non-Compliance Concerning the Health and Safety Impacts of Products and Services	CONFIDENTIAL	N
GRI 417-1	Requirements for Product and Service Information and Labeling	29	F
GRI 417-2	Incidents of Non-Compliance Concerning Product and Service Information and Labeling	29	F
GRI 417-3	Incidents of Non-Compliance Concerning Marketing Communications	29	F
GRI 418-1	Substantiated Complaints Concerning Breaches of Customer Privacy and Losses of Customer Data	29	F
GRI 419-1	Non-Compliance with Laws and Regulations in the Social and Economic Area	29	F



# Notes

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# Sustainability & Social Responsibility Report

2021

[www.viaseating.com](http://www.viaseating.com)

toll-free: 800-433-6614

phone: 775-331-6001

email: [info@viaseating.com](mailto:info@viaseating.com)

Via Seating 205 Vista Boulevard,  
Sparks, Nevada 89434



  
via<sup>®</sup>  
SEATING

© Via Seating 2021

## Tab 5 - Products and Services

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- ◆ Respondent shall perform and provide these products and/or services under the terms of this agreement. The supplier shall assist the end user with making a determination of their individual needs.

- ◆ Warranty

- ▶ Proposal should address the following warranty information:

- Applicable warranty and/or guarantees of equipment and installations including any conditions and response time for repair and/or replacement of any components during the warranty period.
- Availability of replacement parts
- Life expectancy of equipment under normal use
- Detailed information as to proposed return policy on all equipment

**Response: Via Inc has one of the strongest warranties in the industry for a seating only manufacturer. All Via Seating products are warranted for 12 years –including 24/7 use chairs – with few exceptions. Unless otherwise specified, Via Seating’s proprietary, closed-cell, cold-cured, injection-molded foam is also covered for a period of 12 years. We cover our fabrics and leathers for five years.**

- Applicable Warranty:

- **Response: Full Warranty immediately following this section, Supporting Documents Tab 5.**

- Availability of replacement parts:

- **Response: Via Inc uses a lot of universal parts, allowing chairs to have the same or different controls, arms, etc. So, in most cases the parts needed will be available. If the parts needed were unavailable, Via Inc would make the determination with the client on a suitable replacement. We would also cover any discontinued models for the remainder of the warranty period from time of purchase.**

- Life expectancy of equipment under normal use

- **Response: Our chairs last well beyond the expectation of life, with proper care and use. We have chairs well into the market 15-20 years after purchase.**

- Detailed information as to proposed return policy on all equipment.

- **Response: Via Inc’s products are all made to order, so we do not allow returns or restocking. We will however, work with the customer if it is their error, to see if the products may be locally used by a dealer, our rep etc. Each situation is different, and we would just do the best to try and help the customer, to find a suitable solution.**

- ▶ Products

- Vendor shall provide equipment, materials and products that are new unless otherwise specified, of good quality and free of defects

**Response: Via Inc products are all made to order, with new parts, new construction.**

- ▶ Construction

- Vendor shall perform services in a good and workmanlike manner and in accordance with industry standards for the service provided.

**Response: Via Inc will work with our dealer partners to ensure satisfaction is met. Via Inc is an Open Line Manufacturer and as such, can work with all dealers across the country regardless of their aligned relationship i.e. main systems line. In qualifying dealers, Via looks to those who are highly respected in their market, can handle all aspects of service around the product from design to installation. Via sales team is comprised of direct and independent rep groups in each state. This team identifies qualified dealers and provides support and training**

specifically on Via products and policies. In support of Via Dealers, Via provides showroom samples to ensure a broad range of products available to 'sit test'. In addition, Via provides project samples at no charge to our dealers. This is to support special requests from end-users who may need to examine and evaluate a specific configuration before making final decision to purchase.

- ◆ The following is a list of suggested (but not limited to) Furniture categories. List all categories along with manufacturer that you are responding with:

- ▶ Ancillary Furniture Products
- ▶ Audio / Visual Furniture
- ▶ Auditoriums and Theaters
- ▶ Cafeteria
- ▶ Classroom / Educational / Dormitory
- ▶ Conference or Breakroom / Training
- ▶ Healthcare / Medical / Therapy Practices
- ▶ Highmark
- ▶ Lactation Rooms and Furniture Pods
- ▶ Library
- ▶ Lighting
- ▶ Lounge / Reception
- ▶ Office
- ▶ Outdoor
- ▶ Science Lab
- ▶ Seating / Chairs
- ▶ Tables / Meeting Conference Room
- ▶ Work Stations

Response: Via Inc will provide seating for the highlighted items above. With our vast array of task, stools, conference, lounge and outdoor seating, we feel we can provide products for all those categories above.

# 12 year warranty

All Via Seating products are manufactured with meticulous attention to detail to be high quality, durable, long-lasting and in accordance with ANSI/BIFMA standards.

Via Seating warrants to the initial purchaser, our products will be free from defects in material and craftsmanship for the extent of the applicable warranty period beginning from the date of the original sale.

Products covered by this warranty that were determined to be a result of a defect in material or craftsmanship will at Via Seating's discretion be repaired or replaced with a comparable product free of charge. Via will cover the labor costs of said repair with pre-approval. Repair or replacement of any defective part is the customer's exclusive remedy for any and all product defects. The user shall be responsible for all maintenance service, which includes but not limited to: lubricating and cleaning of the product, assembly, adjustment, checking all screws every six months to ensure tightness and performing operation checks. This warranty applies to all Via Seating products manufactured after January 1, 2021 and shipped to the Contiguous US, Alaska, and Hawaii. There are no other warranties, expressed or implied, other than those specifically described here.

## WARRANTY PERIODS

### 12-YEAR WARRANTY COVERAGE

All Via Seating products are warranted for 12 years—including 24/7 use chairs—except where noted. Unless otherwise specified, Via Seating's proprietary, closed-cell cold-cured, injection molded foam is also warranted for a period of 12 years.

### 24/7 SHIFT APPLICATIONS

Via Seating's 24/7 shift applicable series Brisbane HD 24/7, Genie®<sup>1</sup>, Genie Flex® (including FlexBack with TPU) and Vista II are all covered under Via Seating's 12 year warranty<sup>2</sup>.

1. Mesh on Genie® is covered for 2 years at 24/7 use.

2. Textiles are covered for 2 years at 24/7 use.

### TEN-YEAR WARRANTY COVERAGE

Vista II chairs on casters.

### SIX-YEAR WARRANTY COVERAGE

All lounge series (Astro, Chico, Comet, Edge, Luna, Meteor, Muir, Nebula & Orbit), multi-use series (Eclipse, Splash, Sutro & Zee).

### FIVE-YEAR WARRANTY COVERAGE

Via Seating quick ship leathers and fabrics, mesh (4u, Genie®, Reset, Rise, Run II, Splash & Vista II), 4u groove fabric, outdoor furniture (Cortina, Eclipse Wired, Miami, Sierra & Tahoe; Splash Air covered for use within 75 miles of salt water and in full sunlight).

### TWO-YEAR WARRANTY COVERAGE

Knit mesh (Proform®, Riva), mechanical lumbar option.

Via Seating reserves the right to make changes in design/construction and to discontinue products without prior notice.

### WARRANTY EXCEPTIONS

(not covered under warranty)

- Normal wear and tear, abuse, misuse neglect, items with alterations, unauthorized repairs, damaged by fire, flood or other acts of God will not be covered.
- Puddling or wrinkling of Non-Stock fabrics, leather or vinyl.
- Graded-In, COM/COL textiles.
- Color-fastness or matching of colors patterns or dye lot, including: minor variations, color matches to swatches used for specification purposes and/or prior purchases.
- Products specified outside of those shown in this price list.
- Products with unauthorized repair or alteration.
- Products not cleaned, used maintained or installed in accordance with Via Seating's applicable guidelines.
- Products exposed to conditions deemed extreme (i.e. environments other than "normal commercial, indoor office" spaces) and damage from sunlight and UV rays.
- Products purchased "as is" or second hand/refurbished products.
- Products sold by unauthorized dealers.
- Variations of leather; dye lots, environment marks, scars, bites, rubs, wrinkles, stretch marks, pattern markings and minor irregularities in color, surface, grain & texture.
- Samples, floor/showroom samples, road samples.
- Damage caused by the carrier in-transit, which will be handled as a separate claim against the carrier.
- Damage caused by staining, sharp objects, and water damage.

## CLAIM PROCESS

In order to process your warranty claim accurately and efficiently please enter your warranty claim through our website at:

<https://www.viaseating.com/warranty>



## Tab 8 - Value Added Products and Services

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- ◆ Include any additional products and/or services available that vendor currently performs in their normal course of business that is not included in the scope of the solicitation that you think will enhance and add value to this contract for Region 14 ESC and all NCPA participating entities.

**Response: Via Inc is happy to provide the following value adds.**

**1.Region14/NCPA Dedicated website: webpage dedicated to just Region 14/NCPA**

**2.Via's Spec It tool: our own chair builder.**

**3.Environmental attributes. Certificates in Tab 8 Supporting Documents**

**4. Innovative Design. Via Seating has a full-time new product development team consisting of engineers, designers and market experts. This team is continuously working on research, development, and improvement of products. At Via Seating, we don't believe in leaving great products behind or holding back on progress. Via Seating's design team improves upon the ergonomics, the design and the use of existing product lines and the development of new, cutting-edge seating solutions.**

**5. 3D Printer Technology: Via Seating's design team utilizes 3D printer technology to sculpt and test custom parts. First, the team shapes a part such as a new arm width adjustment bracket in a 3D modeling software. This is then printed by the 3D printer, which builds the part to spec in modeling plastic. Finally, the true-to-size prototype is tested for look, feel and functionality in its application. This results in thorough parts shaped exactly to function seamlessly with the final chair design and deliver a great seating experience.**

**6. On Site Testing Lab: Via Seating's on-site testing lab allows the design team to truly test the function and durability of every chair and new component.**

**7. Proprietary injection-molded foam: Closed-Cell refers to the fact that the foam has a smooth outer skin that is kind to fabric. It does not rasp on the upholstery from the inside. The foam does not absorb moisture. It protects the foam over-time and does not break down. The comfort of Via Seating foam has the same comfort 12 years later. Cold-Cured refers to the consistency in size of the air cells within the foam. The foam is one single, contoured, and resilient piece of foam. It is not layered foam.**

**8. Proprietary Copper Infused Mesh: Via Seating has developed a unique copper infused mesh by partnering with Cupron, utilizing their copper-based proprietary and patented technology. The copper mesh works by physically embedding an EPA registered copper into the fibers of our Via Seating copper mesh. Through this process, the copper will not wear off like topically applied alternatives. The result is a self-sanitizing, copper-infused mesh that has strong biocidal, antifungal, and antiviral properties. There are additional anti-odor properties to the copper mesh as well. It is available in natural and black finishes for the following collections. We have included a White Paper on the copper infused mesh, Tab 9 Supporting Documents.**

**9.Via's Outdoor Collection. Via Seating's extensive Italian-designed outdoor landscape furniture collections Cortina, Sierra & Tahoe. Discover indoor-outdoor flexible solutions from Eclipse Wired, Splash Air & Moon Tables. Price list and specification guide is provided in Tab 7 Pricing.**



Intertek does hereby certify that an independent assessment has been conducted on behalf of

## VIA SEATING

**Certificate Number: 104757541GRR-010a**  
Certificate Issued: 30 August 2021

Initial Certification Date: 30 August 2021  
Certificate Valid Until: 30 August 2024

**Applicant Address:** 205 Visa Boulevard  
Sparks, NV 89434 USA

**Product Category:** Seating

**Product Details:** See Appendix

**Conformance Criteria:** BIFMA e3-2019 Furniture Sustainability Standard for LEVEL® 2 Certification

**Issuing Office Name & Address:** Intertek Testing Services NA, Inc.  
4700 Broadmoor Ave SE, Suite 200  
Kentwood, MI 49512 USA  
Ph: +1-616-656-7401

A handwritten signature in black ink, appearing to read "Jesse Ondersma".

Jesse Ondersma  
Certification Officer  
30 August 2021



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BIFMA LEVEL® 2

## Certificate Appendix

# VIA SEATING

Certificate Number: 104757541GRR-010a

<b>Product Subcategory</b>	<b>Conference, Executive, Guest/Side, Lounge, Stacking, Task</b>
<b>Model Name(s)</b>	<b>4u, Astro, Brisbane, Brisbane HD, Carmel, Chico, Chico Bench, Comet, Cortina, Dyce, Eclipse, Eclipse Wired, Edge, Genie®, Genie Flex®, Jeté, Linate, Luna, Meteor, Muir, Nebula, Onda, Orbit, Oslo, Proform®, Reset, Riva, Run II, Sienna, Sierra, Spec Stool, Splash, Splash Air, Sutro, Tahoe, Terra, Vero, Vista II, Zee</b>
<b>Product Restrictions</b>	<b>None</b>

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<b>Model Name(s)</b>	<b>4u, Astro, Brisbane, Brisbane HD, Carmel, Chico, Chico Bench, Comet, Cortina, Dyce, Eclipse, Eclipse Wired, Edge, Genie®, Genie Flex®, Jeté, Linate, Luna, Meteor, Muir, Nebula, Onda, Orbit, Oslo, Proform®, Reset, Riva, Run II, Sienna, Sierra, Spec Stool, Splash, Splash Air, Sutro, Tahoe, Terra, Vero, Vista II, Zee</b>
<b>Product Restrictions</b>	<b>None</b>

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Certificate Appendix

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<b>Model Name(s)</b>	<b>4u, Astro, Brisbane, Brisbane HD, Carmel, Chico, Chico Bench, Comet, Cortina, Dyce, Eclipse, Eclipse Wired, Edge, Genie®, Genie Flex®, Jeté, Linate, Luna, Meteor, Muir, Nebula, Onda, Orbit, Oslo, Proform®, Reset, Riva, Run II, Sienna, Sierra, Spec Stool, Splash, Splash Air, Sutro, Tahoe, Terra, Vero, Vista II, Zee</b>
<b>Product Restrictions</b>	<b>None</b>

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CLEAN AIR GOLD

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## VIA SEATING

**Certificate Number: CA-63113-2021a**

Certification valid until: 12 October 2022

**Applicant Address:** 205 Vista Blvd #101  
Sparks, NV 89434 USA

**Product Category:** Furniture, Seating

**Product Details:** See Appendix

**Conformance Criteria:** ANSI/BIFMA e3-2019, Sections 7.6.1, 7.6.2, 7.6.3: Open Plan Office and Private Office.

**Issuing Office Name & Address:** Intertek Testing Services NA, Inc.  
4700 Broadmoor Ave SE, Suite 200  
Kentwood, MI 49512 USA  
Ph: +1-616-656-7401

A handwritten signature in black ink, reading 'Jesse Ondersma', positioned above a horizontal line.

Jesse Ondersma  
Certification Officer  
23 September 2021

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### Certificate Appendix

# VIA SEATING

Certificate Number: CA-63113-2021a

<b>Product Category</b>	<b>Guest/Side, Lounge, Task, Stacking, Stool, Executive</b>
<b>Model Name(s)</b>	<b>4u, Astro, Brisbane, Brisbane HD, Chico, Chico Benches, Comet, Cortina Benches, Eclipse, Eclipse Wired, Edge, Genie®, Genie Flex®, Luna, Meteor, Muir, Nebula, Onda, Orbit, Proform®, Reset, Riva, Run II, Sienna, Sierra, Spec Stool, Splash, Splash Air, Sutro, Tahoe (metal), Terra, Vero, Vista II, Zee</b>
<b>Product Restrictions</b>	<b>None</b>

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CLEAN AIR GOLD

Intertek does hereby certify that an independent assessment has been conducted on behalf of

## VIA SEATING

**Certificate Number: CA-63113-2021c**

Certification valid until: 12 October 2022

**Applicant Address:** 205 Vista Blvd #101  
Sparks, NV 89434 USA

**Product Category:** Furniture, Seating

**Product Details:** See Appendix

**Conformance Criteria:** ANSI/BIFMA e3-2019, Sections 7.6.1, 7.6.2: Open Plan Office and Private Office.

**Issuing Office Name & Address:** Intertek Testing Services NA, Inc.  
4700 Broadmoor Ave SE, Suite 200  
Kentwood, MI 49512 USA  
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Jesse Ondersma  
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23 September 2021

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CLEAN AIR GOLD

Certificate Appendix

# VIA SEATING

Certificate Number: CA-63113-2021c

<b>Product Category</b>	<b>Executive</b>
<b>Model Name(s)</b>	<b>Carmel, Dyce, Jeté, Linate, Oslo</b>
<b>Product Restrictions</b>	<b>None</b>

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CERTIFIED  
CLEAN AIR GOLD

Intertek does hereby certify that an independent assessment has been conducted on behalf of

## VIA SEATING

**Certificate Number: CA-63113-2021a**

Certification valid until: 12 October 2022

**Applicant Address:** 205 Vista Blvd #101  
Sparks, NV 89434 USA

**Product Category:** Furniture, Seating

**Product Details:** See Appendix

**Conformance Criteria:** ANSI/BIFMA e3-2019, Sections 7.6.1, 7.6.2, 7.6.3: Open Plan Office and Private Office.

**Issuing Office Name & Address:** Intertek Testing Services NA, Inc.  
4700 Broadmoor Ave SE, Suite 200  
Kentwood, MI 49512 USA  
Ph: +1-616-656-7401

A handwritten signature in black ink, reading 'Jesse Ondersma', positioned above a horizontal line.

Jesse Ondersma  
Certification Officer  
23 September 2021

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## Certificate Appendix

# VIA SEATING

Certificate Number: CA-63113-2021a

<b>Product Category</b>	<b>Guest/Side, Lounge, Task, Stacking, Stool, Executive</b>
<b>Model Name(s)</b>	<b>4u, Astro, Brisbane, Brisbane HD, Chico, Chico Benches, Comet, Cortina Benches, Eclipse, Eclipse Wired, Edge, Genie®, Genie Flex®, Luna, Meteor, Muir, Nebula, Onda, Orbit, Proform®, Reset, Riva, Run II, Sienna, Sierra, Spec Stool, Splash, Splash Air, Sutro, Tahoe (metal), Terra, Vero, Vista II, Zee</b>
<b>Product Restrictions</b>	<b>None</b>

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## VIA SEATING

**Certificate Number: CA-63113-2021b**

Certification valid until: 12 October 2022

**Applicant Address:** 205 Vista Blvd #101  
Sparks, NV 89434 USA

**Product Category:** Furniture, Tables

**Product Details:** See Appendix

**Conformance Criteria:** ANSI/BIFMA e3-2019, Sections 7.6.1, 7.6.2, 7.6.3: Open Plan Office and Private Office.

**Issuing Office Name & Address:** Intertek Testing Services NA, Inc.  
4700 Broadmoor Ave SE, Suite 200  
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Certificate Appendix

# VIA SEATING

Certificate Number: CA-63113-2021b

<b>Product Category</b>	<b>Bases/Tops</b>
<b>Model Name(s)</b>	<b>Cortina, Moon Table, Tahoe with Miami Sunshade (metal)</b>
<b>Product Restrictions</b>	<b>None</b>

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## Tab 9 - Innovation

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- ◆ Please provide details of your most recent innovation and how it affected sales in the public sector.
  - New categories  
Response: Via Inc introduced our Outdoor seating several years ago. It has been a tremendous product to have in our line. Because of the capability of having great furniture with a superior warranty outside, we were able to help several schools, and government buildings with additional outdoor spaces.
  - New fabrics and finishes  
Response: Via Inc is proud of our legacy. We are proud to say that each fabric/material we use is consciously sourced with quality you can see and feel. We continually updated and refresh materials. If a customer uses a fabric we don't have in our program, Via is always willing to take the step to see if it's a fabric we can source, thus cutting down on customer costs doing a customer's own material. This has allowed us to make several public sector clients happy, with a cost savings to them.
  - New ergonomics  
Via Inc is know for our ergonomic enhancements to our chairs. We know have 17 lines of ergonomic seating. We use a lot of parts that are universal, so we can achieve the most comfort for the use, while keeping the proper sitting posture for user health. Our ergonomic chairs are specified throughout the public sector.
  - New safety features  
Response: Via Inc introduced our Copper Mesh, and we now have a patent on the mesh. This was introduced due to the biocidal properties, which kills harmful microorganisms naturally. No need for harsh chemicals. It is also antiviral, and antifungal. A full white paper on our Copper Mesh is in supporting documents right after this section. This copper mesh has been used at several higher education facilities, in which they were able to change their cleaning protocols, thus saving the school money in the long run. It also allowed for them to bring students back earlier than expected.
  - New performance enhancement  
Response: Via Inc had our own design studio. Studio V creates modern, sophisticated and original seating solutions that are ergonomic, beautiful and sustainable. This team of engineers and designers are based at the Via Seating Factory in Reno, Nevada, where they develop products using a prototyping lab, the latest in 3D modeling software and a materials testing center. We are always looking for product enhancements, and listening to our customers.
  - Other
- ◆ Please outline your timeline for future innovation.
  - New categories  
Response: Our new categories are done when our Studio V sees an opportunity for improvement. Since 1987 we have grown into 17 categories. In those 17 categories, we have 48 lines of seating.
  - New fabrics and finishes  
Response: Via Inc is always refreshing our materials available. We refresh patterns and styles at minimum every 3-6 months.
  - New ergonomics



Response: Via Inc is introducing a new sit to stand control to market in the next few months. We are always looking at ways to bring new enhancements to our current products.

- o New safety features

Response: Via Inc introduces new safety features when needed. This is ongoing for us, as we always strive to be the best. Our warranty issues are even tracked down to the specific part of the chair, so we can make sure as we are seeing an issue, we can correct it. This is extremely important when looking at safety for a user.

- o New performance enhancement

Response: Via Inc had our own design studio. Studio V creates modern, sophisticated and original seating solutions that are ergonomic, beautiful and sustainable. This team of engineers and designers are based at the Via Seating Factory in Reno, Nevada, where they develop products using a prototyping lab, the latest in 3D modeling software and a materials testing center. We are always looking for product enhancements, and listening to our customers. Studio V is always actively looking and listening for new performance enhancements with our seating. In addition, we are introducing a couple table options that complement our lounge seating. These items are expected in the Fall 2022.

- o Other

Response: Via Inc is very proud to have won a Neocon 2022 Sustainability Award for our Jete Series that is coming out this Fall. We are very proud to make sure sustainability is always a thought during our new product or product enhancement areas. In addition, we also offer some end of life options for those who want to recycle or donate their seating.



white paper | healthcare | September 2019

# Copper Mesh Back Seating & Its Benefits in Healthcare

Combining technological advances in and a people-first approach to seating in the clinical environments of today



Today, there is a need to design and promote a holistic standard for seating that meets the ergonomic requirements for caregivers and employees in Healthcare facilities, while also meeting the need for infectious disease control areas. When healthcare facilities create work environments that support multidisciplinary tasks from patient care to the administration required to support that care, the need to address suitable seating solutions that can cross into those specific task areas arises.

Compromising the decision on seating by favoring people over environment or visa-versa is not an option

Ergonomic programs have long been in place, encouraging physical health and behavioral awareness with an emphasis on musculoskeletal injury prevention, increased productivity and efficiency for employees at work. Separate from ergonomic considerations, sustainability initiatives have addressed physical health by minimizing exposure risks to harmful chemicals and materials through standards such as LEED and BIFMA LEVEL certifications. However, these disparate programs fail to address a complete sense of the persons needs, while encompassing the stringent requirements for infectious disease control areas.

Productivity used to be the ultimate goal for earlier generations of office workers in administration areas. High performance seating with heavy duty characteristics was most important for 24/7 usage areas along with meeting the requirements for infectious disease control i.e. bleach cleanable and antimicrobial. However, having one series of seating that could meet both requirements in a mesh back solution was never seen to be an option. With today's advancements in technology and design there is an opportunity to meet both needs. The purpose of this paper is to

outline this solution; [via seating](#) Genie™ Copper Mesh.

## The Environment: Current status of healthcare seating requirements for clinical areas

The majority of healthcare facilities in the US require that products being used in clinical areas i.e. near patient environment, must meet the requirements for infectious disease control i.e. products that can control or prevent infections and the spread of disease. Manufacturers of seating and textile manufacturers who supply those seating factories are responding to these requirements by increasingly incorporating antibacterial or antimicrobial chemicals into health-care seating solutions. However, there is a high degree of skepticism among healthcare designers/specifiers of furniture as it relates to the effectiveness of these antimicrobial textiles and the additional cost burden it presents to healthcare clients.

In a recent public positioning statement by Kaiser Permanente, they researched the impact of using antimicrobial solutions. Herein follows a summary of their statement:

**Kaiser Antimicrobial Position Statement:** National Environmental Health & Safety collaborated with the National Infection Prevention and Control Steering Committee to develop a position paper to inform healthcare facilities of the usefulness of these finishes and textiles.

The assessment; microorganisms transferred onto a surface may die, survive, or multiply. Most gram-positive bacteria, such as *Enterococcus* spp. (including VRE), *Staphylococcus aureus* (including MRSA), or *Streptococcus pyogenes*, survive for months on dry surfaces. Many gram-negative species e.g. *Acinetobacter* spp., *Escherichia coli*, *Klebsiella* spp. can also survive for months. Most viruses from the respiratory tract, such as corona, coxsackie, influenzas, SARS or rhino virus, can persist on surfaces for a few days...therefore, routine comprehensive cleaning and disinfection (with friction) of surfaces is required to remove the majority of pathogens of concern from environmental surfaces in the near patient environment (i.e. surfaces that can be touched frequently by patient and/or healthcare worker).

It is proposed, mainly by manufacturers of antimicrobial textiles, that the presence of easy to clean surfaces coupled with additional antimicrobial properties may help reduce the transfer of microorganisms. The majority of the microorganisms exist attached to surfaces. If they are able to

grow on these surfaces, they then form layers of growth known as biofilms.

**Biofilms** are most common at solid-liquid interfaces e.g. water pipes, tooth surface or catheters, where the liquid flows over the surface bringing nutrients to the biofilm, removing waste products and transporting parts of the biofilm away from it to other potential surfaces where contamination can occur. If this happens, it can result in stains, odor and accumulation of dirt, which can increase transmission risk. Therefore, the impregnation of an antimicrobial agent throughout a surface is proposed to be advantageous in reducing this risk. This risk is further reduced with appropriate hand hygiene performed by patients, healthcare workers and physicians.

At the end of their research, Kaiser stated "At this time due to the increased cost and absence of randomized controlled trials showing direct impact of patient infection rates, we do not support general use of these antimicrobial products in Kaiser Permanente".

This caused manufacturers to perk up and listen to the needs being expressed. [via seating](#) took this listening to another level and sought to better understand the environment in question.



## The People: the role of nurses and their exposure to health risk factors

When we examine the role of nurses / care givers in the clinical environment; In general, a registered nurse job description includes monitoring, recording and reporting symptoms or changes in patient's conditions. Also, they are tasked with maintaining accurate patients' reports and medical histories, administering medication and treatment to patients and observing reactions or side effects.

Registered nurses also, perform diagnostic tests, supervise less skilled licensed or certified nurses, prepare patients for examination and treatment. Finally, they advise patients and their families on various health conditions and any other duty that may be included in a registered nurse job description.

With the majority of the focus of the nurse being the responsibility of patient care, the last thing they are thinking of is their own health and welfare. Nurses confront a myriad of potential health impacts as a result of their career choice; exposure to infectious diseases, toxic substances, back injuries and radiation. They are also subject to hazards such as stress, excessive shift work, and patient retaliation/violence. These typically fall under the broad

categories of chemical, biological, physical and psychosocial hazards.

**Top 5 most dangerous things about being a nurse** – source Edgar Snyder & Associates – a personal injury law firm representing nurses.

1. **Physical Strain:** nurses experience work-related musculoskeletal disease (MSD) / injuries at a rate of almost seven times the national average. There are over 35,000 back and other musculoskeletal injuries among nursing employees every year and many of these are severe enough to result in missed work days.

2. **Chronic Overtime:** Since nurses provide such vital care to patients, hospitals cannot afford to leave floors understaffed if an employee suddenly calls off. Although there are regulations in some states relating to this, administrators still regularly ask nurses to voluntarily work hours in addition to their scheduled hours.

3. **Working night shifts:** Nurses don't always follow the typical 9 to 5 schedule, and many are driving home from the night-shift when the rest of the world is just leaving for work in the morning. Fatigue combined with driving during twilight hours, when visibility is at its worst, could cause car accidents.

4. Experiencing workplace violence: in a 2014 survey three out of four nurses reported experiencing violence on the job either verbal or physical. Those working in emergency or psychology departments are at higher risk.

5. Exposure to hazardous chemicals.

According to the International Journal of Caring Sciences – Sept 2017 (volume 10/issue 3 / page 1729) - Low back pain (LBP) is the second most common cause for consulting a doctor, the fifth for inpatient treatment and the third among diseases that require a surgery. Occupational risk factors for nurses as it relates to LBP are mainly patient handling, excessive bending, excessive standing and incorrect sitting.

As it relates to how and where nurses work; it can vary from being on wheels: Computers on Wheels (COWs) which have evolved to Workstations on Wheels (WOWs), to small workstation areas where a task chair is positioned.

#### This task chair needs to:

1. Meet requirements of infectious disease control
2. Be versatile and user friendly.
3. Be ergonomically appropriate offering support and comfort for extended sitting:
  - a. Offer appropriate back support and lumbar adjustment.
  - b. Adjustments that meet:
    - i. Overall height – seat to floor.
    - ii. Arm height adjustment.
    - iii. Seat depth adjustment.
    - iv. Back lock.
4. Accommodate various body shapes and sizes – typically up to 300lbs.
5. Carry a warranty to support 24/7 use.
6. Meet aesthetic design criteria

The consideration of the task chair is important as it is widely accepted that incorrect sitting postures can also lead to LBP. [via seating](#) already understood this 'People Aspect' as it has been supplying quality ergonomic seating solutions for over 30 years.

## How to meet the needs of the clinical environment and the people in them from the seating perspective

When considering the technical requirements for the clinical area as outlined in 'The Environment' section of this paper, and also meeting the needs to reduce the exposure to MSDs as it relates to sitting, another aspect of the connection between the two emerged.

In October 2016, Children's Hospital Colorado came to [via seating](#) to discuss their task seating requirements. During this conversation, the environment and the people considerations came forth and reinforced the challenges for both (as outlined above). In addition to those, other aspects became highly relevant:

- the additional needs to provide smaller scale / slimline back support for smaller workstation areas
- the benefits of mesh back seating i.e. the desire from the caregivers perspective for a cooler chair back to sit in. This was deemed to be very important from the caregivers perspective as their general duties are highly physical (as outlined) and require them to move around a lot, therefore their body temperature

increases so the opportunity to feel cooler in a mesh back chair presented itself.

Good quality mesh back task seating solutions have long been established as a material that supports the individual from an ergonomic perspective with the added benefits of being more contemporary and slim line in design and having the benefits of delivering a cooler, air pass through effect to the user. However, mesh back task seating has always been frowned upon from the clinical environments stand point in that there is a concern that mesh doesn't offer the benefits of antimicrobial textiles, it isn't typically bleach cleanable and therefore it doesn't meet the needs from an infectious disease control stand point.

## How to create a mesh back task seating solution that could meet the needs for the clinical area

Given the discussion, the objective from the manufacturers stand point ([via seating](#)) became to find a way to deliver all the benefits of mesh from the user's perspective and meet the stringent requirements of the environment (the clinical area). [via seating](#) found that copper was widely used in surfaces for infectious disease control purposes on door knobs, hand rails and that healthcare facilities use of copper was

pervasive across the US. [via seating](#) identified Cupron, Inc. as one of the largest suppliers of copper products to the healthcare sector.

Cupron, Inc. is a copper-based antimicrobial technology company that harnesses the unique properties of copper for healthcare, consumer, industrial and military applications. Cupron embeds and infuses specified copper compounds in select polymers that enable finished products to deliver the desired impact. Unlike topically-applied solutions, Cupron's durable embedded copper technology does not wash off or rub off. Cupron have patented this proprietary technology and has multiple unique public health claims from the US Environmental Protection Agency (EPA). In 2013, Cupron's technology in a fiber and fabric reviewed the first and only EPA public health claim for specific anti-fungal protection. That same year the first clinical trial of Cupron medical textiles was conducted at Reuth Hospital in Tel Aviv, Israel. In 2014, Sentara Healthcare conducted another trial of Cupron medical textiles and was successful. Sentara expanded deployment of Cupron Medical Textiles to all of its 12 hospitals as a result of this research.

## Study Outline Sentara Healthcare

### Method:

Sentara performed a study with a control group, assessing development of HAIs due to multidrug resistant organisms (MDROs) and *Clostridium difficile* in the acute care units of a community hospital following the replacement of a 1970s-era clinical wing with a new wing outfitted with copper-impregnated composite hard surfaces and linens.

### Results:

The study was conducted over a 25.5-month time period that included a 3.5-month washout period. HAI rates obtained from the copper-containing new hospital wing (14,479 patient-days; 72 beds) and the unmodified hospital wing (19,177 patient-days) were compared with those from the baseline period (46,391 patient-days). The new wing had 78% ( $P = .023$ ) fewer HAIs due to MDROs or *C difficile*, 83% ( $P = .048$ ) fewer cases of *C difficile* infection, and 68% ( $P = .252$ ) fewer infections due to MDROs relative to the baseline period. No changes in rates of HAI were observed in the unmodified hospital wing.

### Conclusion:

Copper-impregnated composite hard surfaces and linens may be useful technologies to prevent HAIs in acute care hospital settings. Additional studies are underway to determine whether reduced



HAIs can be attributed to the use of copper-containing antimicrobial hard and soft surfaces.

Two additional separate studies were published in the International Journal of Infectious Diseases, using crossover, double-blind controlled trials in clinical areas utilizing copper oxide biocidal textiles, the same process used to infuse copper into Genie™ Copper Mesh, a significant reduction in HAI indicators, Antibiotic utilization, fever days, and related treatment costs. The other study was performed over a 7 month period at the Herzog Medical Center in Israel with similar powerful results.

These clinical trials tested the efficacy of EOScu Preventive | Biocidal Surfaces and copper-infused linens and resulted in statistically significant reductions in hospital-associated infections (HAIs). Published in the American Journal of Infection Control, this study - the largest of its kind in the world - shows that copper-impregnated hard surfaces (EOScu) and linens (Cupron Medical Textiles) resulted in an 83% reduction in C. difficile infections and a 78% reduction in overall infections due to multi-drug resistant organisms (MDROs) and C. difficile.

Given this new research, what does this mean for the Clinical Environment and the people in them?

Given these trial successes [via seating](#) decided to partner with Cupron, Inc and combine their strengths; [via seating](#) being an industry recognized manufacturer of quality, ergonomic, task seating solutions and Cupron, Inc being at the forefront of researching applications that harness the benefits of copper.

It was determined that the mesh back task chair (Genie™ Series) already meets the needs of the clinical area in terms of the performance, design and ergonomic requirements (outlined earlier) but not the infectious disease requirements i.e. needed to be antimicrobial and bleach cleanable. Therefore, Cupron and [via seating](#) went about meeting this need by infusing Cupron copper technology into the [via seating](#) elastomeric, four way stretch mesh material. The result was the first ever copper infused mesh back task chair. This chair is called Genie™ Copper Mesh.

## The research proving efficacy of Genie™ Copper Mesh back task seating.

Up to this point the accepted task chair solution for clinical areas was to have a high performance chair that was upholstered in an antimicrobial textile specifically designed for healthcare to be bleach cleanable.

### Third Party Testing:

#### Objective:

via seating set out to prove that the Genie™ Copper Mesh would be equal to this current accepted standard i.e. comparing Genie™ Copper Mesh performance to current accepted technical textiles for healthcare.

The testing was performed using three different microorganisms; Staphylococcus aureus, a gram positive bacteria, Klebsiella pneumoniae, a gram negative bacteria and Candida albicans (a yeast) per AATCC-100 on the following surface textiles currently in use in clinical environments:

- Krypton
- Silvertex
- Silica
- Genie™ Copper Mesh
- Genie™ Mesh (without infused copper)

#### Results:

Over a two hour contact time, Genie™ Copper Mesh reduced the three bacteria by 99.9%. Silvertex had comparable results.

These results showed that the Genie™ Copper Mesh outperformed the textiles currently in use in clinical areas. Therefore, this mesh back task chair is better than a fully upholstered back task chair for clinical areas and is equal to chairs upholstered with Silvertex.

**See third party lab test Appendix 1:** The test report lists the concentrations in comparison to the aforementioned textiles.

### Another third-party test was conducted:

#### Objective:

via seating set out to prove that the Genie™ Copper Mesh would impact bacteria within one hour of contact on both colors i.e. copper infused mesh is available in black or natural copper color.

#### Method:

- Samples again were tested to AATCC100-2012; Assessment of antimicrobial finishes on textile materials.
- Samples were cut to 2" x 2", 5 layers stacked high, inoculated with single organism cultures of either S. aureus K. pneumoniae.
- Target inoculum concentration was 100.000 to 300.000 cfu/ ml;

- Inoculum size was 1ml per swatch. Samples were incubated at 37 +/-2 C.
- Concentrations were evaluated at the start of the test ( this is time "zero") and at the intervals of 30min, 60min, 90min and finally at 120min.
- To enumerate the bacterial count the swatches were transferred into 100ml neutralizing solution, shaken vigorously for 60 seconds and an aliquot transferred to the Tempo vial for enumeration.

**Results:**

- Both sample colors (black and Copper mesh samples) show reduction against both organisms, as early as 30 min; regardless of color of the copper infused mesh sample.
- Both samples are fast reacting; the dye process does not affect the efficacy of the product.

**See lab test Appendix 2:** The test report lists the concentrations at given time points and underneath the resulting % reduction.

The research showing Genie™ Copper Mesh approved cleaners for infectious disease control areas.

**DISINFECTANTS/CLEANERS COMPATIBLE WITH CUPRON® / FABRICS / GENIE™ COPPER MESH:**

While Genie™ Copper Mesh is biocidal, it is self-sanitizing and therefore is outside the parameters for other textile surfaces. However, the following disinfectants and cleaners have been reviewed for compatibility with Genie™ Copper Mesh. This testing was necessary as a comparison to practices currently underway with other surface materials.

While not all of these disinfectants/cleaners have been physically tested, Cupron believes these to be compatible with Cupron® technology, based on the published technical information provided by the corresponding company/manufacturer and when used as per the guidelines/instructions provided on the label.

Before using any of these cleaners, Cupron and [via seating](#) recommends testing a small inconspicuous area on the fabric to ensure no discoloration results prior to applying on larger areas.

1. CLOROX® Broad Spectrum Quaternary Disinfectant Cleaner
2. CLOROX® Healthcare bleach germicidal cleaner
3. CLOROX® Dispatch
4. CLOROX® Clean-Up® Disinfectant Cleaner with Bleach
5. ECOLAB ASEPTI-WIPE-II
6. GOJO PURELL® Healthcare Surface Disinfectant
7. METREX Cavicide™
8. METREX Envirocide™
9. SEALED AIR VIREX II 256
10. SEALED AIR AVERT™ Disinfectant Cleaner
11. SEALED AIR Whistle® All Purpose Disinfectant Tb Cleaner
12. SEALED AIR EXPOSE® II 256
13. STERIS Coverage® Spray TB
14. STERIS Coverage® Plus NPD
15. STERIS Coverage Spray Coverage® Plus Germicidal wipes

DISINFECTANTS/CLEANERS  
INCOMPATIBLE WITH CUPRON® FABRICS  
/ GENIE™ COPPER MESH

The following disinfectants/cleaners have been reviewed for compatibility with Cupron® chair mesh fabric and are expected to be incompatible with Cupron® technology, based on the published technical information provided by the corresponding manufacturer. It is expected that either aesthetics (discoloration etc.,)

and/or efficacy of the product will be impacted upon using the following cleaners.

1. CLOROX® Healthcare® Fuzion™ Cleaner Disinfectant
2. CLOROX® Healthcare® Hydrogen Peroxide Cleaner Disinfectant
3. ECOLAB Peroxide multi-surface cleaner
4. ECOLAB Oxycide™
5. METREX Metricide™
6. SEALED AIR Oxivir® TB Spray
7. SEALED AIR Oxivir® TB Wipes
8. SEALED AIR Accel® FIVE TB
9. SEALED AIR ALPHA-HP® Multi-Surface Disinfectant Cleaner
10. SEALED AIR PERCEPT™ Concentrated General Virucide Disinfectant
11. SEALED AIR PERDIEM™ Disinfectant Cleaner
12. SEALED AIR SURETOUCH® Disinfectant Cleaner
13. STERIS Coverage® Spray HB plus Disinfectant Cleaner
14. STERIS Environ™ Vesphene™ Sterile Phenolic Disinfectant
15. STERIS Vesphene® Ilse Non-sterile Disinfectant Cleaner

Lab Manager; reviewed by Dr. Kanmukhla on 08/07/2017 Page 1 of 7



## CUPRON IN HOUSE EVALUATION ON THE EFFECT OF VIREX® II 256 (DIVERSEY) & OXIVIR® TB (VIROX) ON CUPRON FABRIC / GENIE™ COPPER MESH

### BACKGROUND

Objective: Testing fabric's compatibility with two common hospital disinfectants, DIVERSEY™/MC VIREX® II 256 (one step disinfectant cleaner and deodorant) and VIROX® DIVERSEY™/MC OXIVIR® TB (general virucide, bactericide, tuberculocide, fungicide, & sanitizer).

### Method:

Cupron has evaluated the chair fabric for compatibility based on visual/cosmetic changes to the fabric as well as for potential impact on antimicrobial efficacy. Fabric Application & Construction: Woven Chair fabric for hospital seating; Cupron polyester (4/150/48) in weft, elastomer in warp.

### Conclusion:

- After 10 exposures to either hospital disinfectant, the copper infused mesh did not show any cosmetic or visual changes of concern.
- After 10 exposures, VIREX® II 256 is found to be compatible and did not impact antimicrobial efficacy of the copper infused mesh chair fabric
- After 10 exposures to OXIVIR® TB, the copper infused mesh chair fabric still exhibited antimicrobial efficacy

but found to have reduced efficacy compared to the unexposed the copper infused mesh chair fabric sample

- Upon repeated exposure to Cupron fabric, both disinfectants exhibited color change.

### Recommendation:

- VIREX® II 256 is recommended to be used with the Cupron technology
- After exposure to disinfectants, it is highly recommended to wipe off any residual disinfectant. This is recommended standard operating procedure for facility staff within healthcare environments.

Prepared by Ms. Rachel Salvatori – Lab Manager; reviewed by Dr. Kanmukhla on 08/07/2017.

### Important Note:

It is very important to note, and is understood, that healthcare facility procedures for wipe down, bleach cleaning activities vary from facility to facility. The challenge of ensuring that these procedures are being followed are the burden of the healthcare facility manager and infectious disease control department.

## In Summary:

**via seating** has found that the best way to understand how to innovate and continue to be relevant in the rapidly changing marketplace is quite simply to listen to its customers, understand the challenges being presented and invest in research and development to find the solution.

In this case, it took a healthcare client to point out the challenges of meeting the requirements for infectious disease control areas (the environment) and the desire to support the requests and wishes of the people who work in them. As they pointed out “Happy nurses lead to happy patients”. Taking the approach for caring for the caregiver was one that highly motivated **via seating** to examine this challenge further.

The result delivered a new innovation in healthcare textiles. This innovation has since been further validated by recognition from the furniture industry. NeoCon is the premier gathering for architects, designers, specifiers and institutional commercial clients in the US. NeoCon honors excellence in design, function and application for new furniture products (and other categories relating to the build environment) each year. The NeoCon Award was given to Genie™ Copper Mesh in June 2017 for Innovation for healthcare textiles.

Further, the largest gathering for Healthcare Designers and end-users is the Healthcare Design Exposition. This is an annual event where this group awards ‘The Nightingale Award’ to new products that meet the requirements for healthcare environments. **via seating** Genie™ Copper Mesh received the prestigious Silver Nightingale Award for healthcare textiles in November 2017.

This recognition further shows the need for products designed specifically to meet the requirements of clients generally. Having the mindset and capability to customize as it relates to new product development is rare. Doing so and delivering on this active listening endeavor furthers the reach and sets a higher standard for continuous improvement for all manufacturers.

This is what **via seating** strives to continue to do. Given the success of the Genie™ Copper Mesh for the Genie™ Task chair, **via seating** is now offering two other collections with the Copper Infused Mesh:

- Vista II – Copper Mesh Back, is a guest chair suitable for use in patient rooms, clinic waiting areas and across healthcare facilities.
- Splash – Copper Mesh Back, is a high-density stacking series that can be used across healthcare areas for training rooms, guest seating and even cafeteria areas.

**Note:**

All of the above copper infused seating solutions from [via seating](#) are also being seen as a solution for multi-shift environments i.e. creating healthier sitting environments for shared workstations. This crosses over into general commercial applications for call centers, 911 areas and the like.

**Appendix 3:** More information on the products discussed in this paper:

- a. Genie™ Copper Mesh
- b. Vista II Copper Mesh
- c. Splash Copper Mesh

These products and the infusion of copper into mesh for the purposes of seating is patent-pending [via seating](#).



For more information, please  
**visit our website:** [www.viaseating.com](http://www.viaseating.com)  
**email us at:** [info@viaseating.com](mailto:info@viaseating.com)  
**call us at:** 1-800-433-6614

#### References

1 "Learn About LEVEL." *Levelcertified.org*, [www.levelcertified.org/learn-about-level/](http://www.levelcertified.org/learn-about-level/).

2 "Kaiser Permanente Rejects Antimicrobials for Infection Control." *Kaiser Permanente*, 11 Dec. 2018, [share.kaiserpermanente.org/article/kaiser-permanente-rejects-antimicrobials-for-infection-control/](http://share.kaiserpermanente.org/article/kaiser-permanente-rejects-antimicrobials-for-infection-control/).

3 "Medical Malpractice Lawyers in Pittsburgh, PA." *Edgar Snyder & Associates*, <https://www.edgarsnyder.com/medical-malpractice/>.

4 Tosunoz, Ipek K. and Gursel Oztunc. "Low Back Pain in Nurses." *International Journal of Caring Sciences*. 10.3 (2017): 1728-1732. [http://www.internationaljournalofcaringsciences.org/docs/70\\_ipek\\_special\\_10\\_3.pdf](http://www.internationaljournalofcaringsciences.org/docs/70_ipek_special_10_3.pdf).

5 Gauding, Dale. "World's largest clinical trial on copper a success at Sentara." *SENTARA*, 26, Oct. 2016. <https://www.sentara.com/aboutus/news/news-articles/copper-clinical-trial-findings.aspx>





800 East Leigh Street, Richmond, Virginia 23219.

Report Number CMI/16/1014AM

Sponsor Mr. Kenneth Swanson, VIA Seating

**Antimicrobial Activity Test Report**

**Sample Information:** Please see sample images on page #2 for further details

- 1. VIA – Silica
- 2. VIA – Krypton
- 3. VIA – Silvertex
- 4. Matrex – Cupron (Collage 04483 B17 W60)
- 5. Matrex – Black swatch w/o AM additive

**Date Received:** 10/03/2016

**Date Completed:** 10/13/2016

**Test Information:** AATCC TEST METHOD 100-2004 Antimicrobial Finishes on textile materials: Assessment of)

Inoculum Concentration (CFU/0.1ml)		<i>Staphylococcus aureus</i> (ATCC 6538)	<i>Klebsiella pneumoniae</i> (ATCC 4352)	<i>Candida albicans</i> (ATCC 10231)
Sample 1 VIA – Silica (CFU/Sample)	Initial contact time	1.05x10 <sup>5</sup>	5.50x10 <sup>4</sup>	1.00x10 <sup>5</sup>
	2 hrs contact time	1.15x10 <sup>5</sup>	6.50x10 <sup>4</sup>	1.25x10 <sup>5</sup>
	% Reduction	<b>No Reduction</b>	<b>No Reduction</b>	<b>No Reduction</b>
Sample 2 VIA – Krypton (CFU/Sample)	Initial contact time	1.05x10 <sup>5</sup>	5.50x10 <sup>4</sup>	1.00x10 <sup>5</sup>
	2 hrs contact time	1.10x10 <sup>5</sup>	4.50x10 <sup>4</sup>	1.20x10 <sup>5</sup>
	% Reduction	<b>No Reduction</b>	<b>18.2%</b>	<b>No Reduction</b>
Sample 3 VIA – Silvertex (CFU/Sample)	Initial contact time	1.05x10 <sup>5</sup>	5.50x10 <sup>4</sup>	1.00x10 <sup>5</sup>
	2 hrs contact time	<1.00x10 <sup>2</sup>	<1.00x10 <sup>2</sup>	<1.00x10 <sup>2</sup>
	% Reduction	<b>&gt;99.9%</b>	<b>&gt;99.8%</b>	<b>&gt;99.9%</b>
Sample 4 Matrex – Cupron (CFU/Sample)	Initial contact time	1.05x10 <sup>5</sup>	5.50x10 <sup>4</sup>	1.00x10 <sup>5</sup>
	2 hrs contact time	<1.00x10 <sup>2</sup>	<1.00x10 <sup>2</sup>	<1.00x10 <sup>2</sup>
	% Reduction	<b>&gt;99.9%</b>	<b>&gt;99.8%</b>	<b>&gt;99.9%</b>
Sample 5 Matrex – Black (CFU/Sample)	Initial contact time	1.05x10 <sup>5</sup>	6.00x10 <sup>4</sup>	1.00x10 <sup>5</sup>
	2 hrs contact time	1.15x10 <sup>5</sup>	<1.00x10 <sup>2</sup>	1.10x10 <sup>5</sup>
	% Reduction	<b>No Reduction</b>	<b>No Reduction</b>	<b>No Reduction</b>

**Culture Medium:** Nutrient broth (NB)

**Growth Medium:** Chrom<sup>®</sup>/Sabouraud dextrose agar

**Inoculum Carrier:** Sterile saline solution with 5.0% NB+0.05% Triton X-100

**Neutraliser:** Letheen Broth



800 East Leigh Street, Richmond, Virginia 23219.

**Conclusions:** When tested according to AATCC 100, the Cupron and Silvertex samples exhibited 99.8% or higher reduction/ antimicrobial efficacy against *Staphylococcus aureus*, *Klebsiella pneumoniae* and *Candida albicans* in 2 hours of contact time.

10/14/2016

Dr. Vikram Kanmukhla (Technical Reviewer)

Date

**Sample images:**

1. VIA – Silica



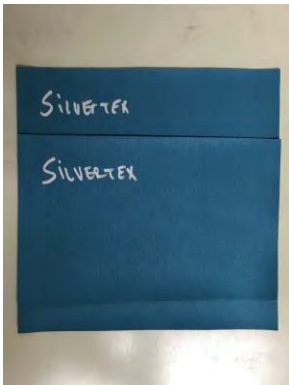
3. VIA – Silvertex



5. Matrex – Black swatch



2. VIA – Krypton



4. Matrex – Cupron





301 Conover Station SE; Conover, NC 28613

Josh Moseley  
Via Seating  
205 Vista Boulevard  
Sparks, NV 89434

Received Date: August 10, 2018  
Completed Date: August 15, 2018

**REFERENCE:**

TS **143112**  
Style: Copper Mesh  
Color: Black  
Description: Copper Infused Mesh

Sample Type: Woven Fabric  
Sample Form: Yardage  
Size: N/A

**TEST RESULTS:**

**Antibacterial Finishes:**

• Assessment of Antibacterial Finishes on Textile Materials - AATCC 100-2012

**This test is accredited under the laboratory's ISO/IEC 17025 accreditation issued by the ANSI-ASQ National Accreditation Board. Refer to certificate and scope of accreditation L2238**

Testing Results:

	Results: cfu/sample				
	Zero Contact Time	30 Minute Contact Time	60 Minute Contact Time	90 Minute Contact Time	20 Minute Contact Time
• Staphylococcus aureus ATCC 6538	1.00E+05	1.00E+03	1.00E+03	1.00E+03	1.00E+03
Percent Reduction from Zero Contact Time		99.00%	99.00%	99.00%	99.00%
	Zero Contact Time	30 Minute Contact Time	60 Minute Contact Time	90 Minute Contact Time	20 Minute Contact Time
• Klebsiella pneumoniae ATCC 4352	4.30E+05	1.00E+03	1.00E+03	1.00E+03	1.00E+03
Percent Reduction from Zero Contact Time		99.77%	99.77%	99.77%	99.77%

Calculate % reduction to formula 1)  $100 (B-A)/B = R$ ; section 10.2

# MANUFACTURING SOLUTIONS CENTER



301 Conover Station SE; Conover, NC 28613

## Testing Information:

- Staphylococcus aureus ATCC 6538
- Klebsiella pneumoniae ATCC 4352
- Growth media: Tryptic Soy Broth
- Sample size # layers: 5
- Sterilization: none
- Neutralizer: 100ml Lethen Broth w. Tween
- Target inoc. Level:  $(1.0-2.0) \times 10^5$  CFU/ml
- Inoculum carrier: 5% Nutrient broth
- Inoculum size: 1.0ml +/- 0.1ml
- Wetting agent: 0.05 % Triton X
- Contact time: 18 - 24 h
- Temperature: 37 +/- 2° C
- Samples are tested as submitted
- Samples are prepared and enumerated using automatic equipment; Tempo, BioMerieux.
- Cultures stored at 5° +/-2°C.

Reported:

Kaitlin Sigmon

Antimicrobial Testing

MSC – Testing Lab

(828) 327-7000 ext.4683

Reviewed:

Maria Curry

Antimicrobial Testing

MSC – Testing Lab

(828) 327-7000 ext.4683

[kaitlins@manufacturingsolutionscenter.org](mailto:kaitlins@manufacturingsolutionscenter.org)

[mcurry@manufacturingsolutionscenter.org](mailto:mcurry@manufacturingsolutionscenter.org)

[www.manufacturingsolutionscenter.org](http://www.manufacturingsolutionscenter.org)

The test results are based on the submitted sample(s) only. MSC/HTC's liability shall not exceed the fees paid for the testing reflected on this report. It is the customer's responsibility to ensure that they comply with all U.S. federal, state/ local laws & regulations. These tests are not to be used for marketing purposes without the express written consent of the Director of the Manufacturing Solutions Center at Catawba Valley Community College. The test report shall not be reproduced except in full, without written approval from MSC/HTC. All results will be kept confidential.





301 Conover Station SE; Conover, NC 28613

Josh Moseley  
Via Seating  
205 Vista Boulevard  
Sparks, NV 89434

Received Date: August 10, 2018  
Completed Date: August 15, 2018

**REFERENCE:**

TS 143113  
Style: Copper Mesh  
Color: Copper  
Description: Copper Infused Mesh

Sample Type: Woven Fabric  
Sample Form: Yardage  
Size: N/A

**TEST RESULTS:**

**Antibacterial Finishes:**

• Assessment of Antibacterial Finishes on Textile Materials - AATCC 100-2012

**This test is accredited under the laboratory's ISO/IEC 17025 accreditation issued by the ANSI-ASQ National Accreditation Board. Refer to certificate and scope of accreditation L2238**

Testing Results:

	Results: cfu/sample				
	Zero Contact Time	30 Minute Contact Time	60 Minute Contact Time	90 Minute Contact Time	20 Minute Contact Time
• Staphylococcus aureus ATCC 6538	1.00E+05	1.00E+03	1.00E+03	1.00E+03	1.00E+03
Percent Reduction from Zero Contact Time		99.00%	99.00%	99.00%	99.00%
	Zero Contact Time	30 Minute Contact Time	60 Minute Contact Time	90 Minute Contact Time	20 Minute Contact Time
• Klebsiella pneumoniae ATCC 4352	4.30E+05	1.00E+03	1.00E+03	1.00E+03	1.00E+03
Percent Reduction from Zero Contact Time		99.77%	99.77%	99.77%	99.77%

Calculate % reduction to formula 1)  $100 (B-A)/B = R$ ; section 10.2

# MANUFACTURING SOLUTIONS CENTER



301 Conover Station SE; Conover, NC 28613

## Testing Information:

- Staphylococcus aureus ATCC 6538
- Klebsiella pneumoniae ATCC 4352
- Growth media: Tryptic Soy Broth
- Sample size # layers: 5
- Sterilization: none
- Neutralizer: 100ml Lethen Broth w. Tween
- Target inoc. Level:  $(1.0-2.0) \times 10^5$  CFU/ml
- Inoculum carrier: 5% Nutrient broth
- Inoculum size: 1.0ml +/- 0.1ml
- Wetting agent: 0.05 % Triton X
- Contact time: 18 - 24 h
- Temperature: 37 +/- 2° C
- Samples are tested as submitted
- Samples are prepared and enumerated using automatic equipment; Tempo, BioMerieux.
- Cultures stored at 5° +/-2°C.

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[www.manufacturingsolutionscenter.org](http://www.manufacturingsolutionscenter.org)

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# Tab 10 – Required Documents

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- ◆ Federal Funds Certifications
- ◆ Clean Air and Water Act & Debarment Notice
- ◆ Contractors Requirements
- ◆ Antitrust Certification Statements
- ◆ Required Clauses for Federal Assistance by FTA
- ◆ State Notice Addendum

## **Federal Funds Certifications**

Participating Agencies may elect to use federal funds to purchase under the Master Agreement. The following certifications and provisions may be required and apply when a Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

### **APPENDIX II TO 2 CFR PART 200**

(A) Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, 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.

- Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency and Offeror reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

- Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror as detailed in the terms of the contract

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

- Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with 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 be required to pay wages not 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-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 in 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 he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

- Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions
- Any Participating Agency will include any current and applicable prevailing wage determination in each issued solicitation and provide Offeror with any required documentation and/or forms that must be completed by Offeror to remain in compliance the applicable Davis-Bacon Act provisions.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$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 on the basis of a standard work week of 40 hours. Work in excess of 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 basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which 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.

- Pursuant to Federal Rule (E) above, when a Participating Agency expends federal funds, offeror certifies that offeror will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Agency resulting from this procurement process.

(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.

- Pursuant to Federal Rule (F) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (F) above

(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 in excess of \$150,000 must contain a provision that requires the non- Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to 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).

- Pursuant to Federal Rule (G) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency member resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (G) above

(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 government wide 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 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.

- Pursuant to Federal Rule (H) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency. If at any time during the term of an award the offeror or its principals becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency, the offeror will notify the Participating Agency

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—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 31 U.S.C. 1352. 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.

- Pursuant to Federal Rule (I) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that it is in

compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

- No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, 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 the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- 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 grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and all subrecipients shall certify and disclose accordingly.

#### **RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS**

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.334. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.334 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

#### **CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT**

When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

#### **CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS**

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Participating Agencies will clearly identify whether Buy America Provisions apply in any issued solicitation. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

## CERTIFICATION OF ACCESS TO RECORDS

Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any non-financial documents, papers, or other records of offeror that are pertinent to offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to offeror's personnel for the purpose of interview and discussion relating to such documents. This right of access will last only as long as the records are retained.

## CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.


---

**Offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted in the pages above. It is further acknowledged that offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances as applicable.**

Offeror: Via Inc

Address: 205 Vista Blvd

City, State, Zip: Sparks NV 89434


Authorized Signature: 

Date: 7.19.2022

## Clean Air and Water Act & Debarment Notice

I, the Vendor, am in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as Amended (42 U.S. C. 1857 (h), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment O, Paragraph 14 (1) regarding reporting violations to the grantor agency and to the United States Environment Protection Agency Assistant Administrator for the Enforcement.

I hereby further certify that my company has not been debarred, suspended or otherwise ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension", as described in the Federal Register and Rules and Regulations

Potential Vendor	<u>Via Inc</u>
Print Name	<u>Heather Arnold Contracts Manager, Via Inc</u>
Address	<u>205 Vista Blvd</u>
City, State, Zip	<u>Sparks NV 89434</u>
Authorized signature	<u></u>
Date	<u>7.19.2022</u>

## **Contractor Requirements**

### **Contractor Certification Contractor's Employment Eligibility**

By entering the contract, Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA), and all other federal and state immigration laws and regulations. The Contractor further warrants that it is in compliance with the various state statutes of the states it is will operate this contract in.

Participating Government Entities including School Districts may request verification of compliance from any Contractor or subcontractor performing work under this Contract. These Entities reserve the right to confirm compliance in accordance with applicable laws.

Should the Participating Entities suspect or find that the Contractor or any of its subcontractors are not in compliance, they may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

The offeror complies and maintains compliance with the appropriate statutes which requires compliance with federal immigration laws by State employers, State contractors and State subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.

Contractor shall comply with governing board policy of the NCPA Participating entities in which work is being performed

### **Fingerprint & Background Checks**

If required to provide services on school district property at least five (5) times during a month, contractor shall submit a full set of fingerprints to the school district if requested of each person or employee who may provide such service. Alternately, the school district may fingerprint those persons or employees. An exception to this requirement may be made as authorized in Governing Board policy. The district shall conduct a fingerprint check in accordance with the appropriate state and federal laws of all contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the district. Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District.

The offeror shall comply with fingerprinting requirements in accordance with appropriate statutes in the state in which the work is being performed unless otherwise exempted.

Contractor shall comply with governing board policy in the school district or Participating Entity in which work is being performed

### **Business Operations in Sudan, Iran**

In accordance with A.R.S. 35-391 and A.R.S. 35-393, the Contractor hereby certifies that the contractor does not have scrutinized business operations in Sudan and/or Iran.

Authorized signature



Date

7.19.2022



**Antitrust Certification Statements (Tex. Government Code § 2155.005)**

I affirm under penalty of perjury of the laws of the State of Texas that:

(1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;

(2) In connection with this bid, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;

(3) In connection with this bid, neither I nor any representative of the Company has violated any federal antitrust law; and

(4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Company name Via Inc

Address 205 Vista Blvd

City/State/Zip Sparks NV 89434

Telephone No. 775-657-5092

Fax No. 800-433-9094

Email address harnold@viaseating.com

Printed name Heather Arnold

Position with company Contracts Manager, Via Inc

Authorized signature 

## **Required Clauses for Federal Assistance provided by FTA**

### **ACCESS TO RECORDS AND REPORTS**

Contractor agrees to:

- a) Maintain all non-financial books, records, accounts and reports required under this Contract for a period of not less than two (2) years after the date of termination or expiration of this Contract or any extensions thereof except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case Contractor agrees to maintain same until the FTA Administrator, the U.S. DOT Office of the Inspector General, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.
- b) Permit any of the foregoing parties to inspect all non-financial work, materials, and other data and records that pertain to the Project, and to audit the non-financial books, records, and accounts that pertain to the Project and to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed for the purpose of audit and examination. The right of access detailed in this section continues only as long as the records are retained.

*FTA does not require the inclusion of these requirements of Article 1.01 in subcontracts.*

### **CIVIL RIGHTS / TITLE VI REQUIREMENTS**

- 1) Non-discrimination. In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, Section 202 of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12132, and Federal Transit Law at 49 U.S.C. § 5332, Contractor or subcontractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, marital status age, or disability. In addition, Contractor agrees to comply with applicable Federal implementing regulations and other applicable implementing requirements FTA may issue that are flowed to Contractor from Awarding Participating Agency.
- 2) Equal Employment Opportunity. The following Equal Employment Opportunity requirements apply to this Contract:
  - a. Race, Color, Creed, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal Transit Law at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable Equal Employment Opportunity requirements of U.S. Dept. of Labor regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, 41 CFR, Parts 60 et seq., and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may affect construction activities undertaken in the course of this Project. Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, marital status, or age. Such action shall include, but 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. In addition, Contractor agrees to comply with any implementing requirements FTA may issue that are flowed to Contractor from Awarding Participating Agency.
  - b. Age. In accordance with the Age Discrimination in Employment Act (ADEA) of 1967, as amended, 29 U.S.C. Sections 621 through 634, and Equal Employment Opportunity Commission (EEOC)

implementing regulations, "Age Discrimination in Employment Act", 29 CFR Part 1625, prohibit employment discrimination by Contractor against individuals on the basis of age, including present and prospective employees. In addition, Contractor agrees to comply with any implementing requirements FTA may issue that are flowed to Contractor from Awarding Participating Agency.

- c. Disabilities. In accordance with Section 102 of the Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. Sections 12101 *et seq.*, prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Contractor agrees that it will comply with the requirements of the Equal Employment Opportunity Commission (EEOC), "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR, Part 1630, pertaining to employment of persons with disabilities and with their responsibilities under Titles I through V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions.
  - d. Segregated Facilities. Contractor certifies that their company does not and will not maintain or provide for their employees any segregated facilities at any of their establishments, and that they do not and will not permit their employees to perform their services at any location under the Contractor's control where segregated facilities are maintained. As used in this certification the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion or national origin because of habit, local custom, or otherwise. Contractor agrees that a breach of this certification will be a violation of this Civil Rights clause.
- 3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations, either by competitive bidding or negotiation, made by Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Contractor of Contractor's obligations under this Contract and the regulations relative to non-discrimination on the grounds of race, color, creed, sex, disability, age or national origin.
  - 4) Sanctions of Non-Compliance. In the event of Contractor's non-compliance with the non-discrimination provisions of this Contract, Public Agency shall impose such Contract sanctions as it or the FTA may determine to be appropriate, including, but not limited to: 1) Withholding of payments to Contractor under the Contract until Contractor complies, and/or; 2) Cancellation, termination or suspension of the Contract, in whole or in part.

*Contractor agrees to include the requirements of this clause in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.*

### **DISADVANTAGED BUSINESS PARTICIPATION**

This Contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, "*Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*", therefore, it is the policy of the Department of Transportation (DOT) to ensure that Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR Part 26, have an equal opportunity to receive and participate in the performance of DOT-assisted contracts.

- 1) Non-Discrimination Assurances. Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Contractor shall carry out all

applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or other such remedy as public agency deems appropriate. Each subcontract Contractor signs with a subcontractor must include the assurance in this paragraph. (See 49 CFR 26.13(b)).

- 2) **Prompt Payment.** Contractor is required to pay each subcontractor performing Work under this prime Contract for satisfactory performance of that work no later than thirty (30) days after Contractor's receipt of payment for that Work from public agency. In addition, Contractor is required to return any retainage payments to those subcontractors within thirty (30) days after the subcontractor's work related to this Contract is satisfactorily completed and any liens have been secured. Any delay or postponement of payment from the above time frames may occur only for good cause following written approval of public agency. This clause applies to both DBE and non-DBE subcontractors. Contractor must promptly notify public agency whenever a DBE subcontractor performing Work related to this Contract is terminated or fails to complete its Work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. Contractor may not terminate any DBE subcontractor and perform that Work through its own forces, or those of an affiliate, without prior written consent of public agency.
- 3) **DBE Program.** In connection with the performance of this Contract, Contractor will cooperate with public agency in meeting its commitments and goals to ensure that DBEs shall have the maximum practicable opportunity to compete for subcontract work, regardless of whether a contract goal is set for this Contract. Contractor agrees to use good faith efforts to carry out a policy in the award of its subcontracts, agent agreements, and procurement contracts which will, to the fullest extent, utilize DBEs consistent with the efficient performance of the Contract.

### **ENERGY CONSERVATION REQUIREMENTS**

Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plans issued under the Energy Policy and Conservation Act, as amended, 42 U.S.C. Sections 6321 *et seq.* and 41 CFR Part 301-10.

### **FEDERAL CHANGES**

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, listed directly or by reference in the Contract between Public Agency and the FTA, and those applicable regulatory and procedural updates that are communicated to Contractor by Public Agency, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this Contract.

### **INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS**

The provisions include, in part, certain Standard Terms and Conditions required by the U.S. Department of Transportation (DOT), whether or not expressly set forth in the preceding Contract provisions. All contractual provisions required by the DOT and applicable to the scope of a particular Contract awarded to Contractor by a Public Agency as a result of solicitation, as set forth in the most current FTA Circular 4220.1F, published February 8<sup>th</sup>, 2016, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. Contractor agrees not to knowingly perform any act, knowingly fail to perform any act, or refuse to comply with any reasonable public agency requests that would directly cause public agency to be in violation of the FTA terms and conditions.

## **NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES**

Agency and Contractor acknowledge and agree that, absent the Federal Government's express written consent and notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to agency, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract.

*Contractor agrees to include the above clause in each subcontract financed in whole or in part with federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.*

## **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS**

Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this Contract. Upon execution of the underlying Contract, Contractor certifies or affirms, to the best of its knowledge, the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Contract or the FTA assisted project for which this Contract Work is being performed.

In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Contractor to the extent the Federal Government deems appropriate.

Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307 (n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

*Contractor agrees to include the above clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.*



## **State Notice Addendum**

The National Cooperative Purchasing Alliance (NCPA), on behalf of NCPA and its current and potential participants to include all county, city, special district, local government, school district, private K-12 school, higher education institution, state, tribal government, other government agency, healthcare organization, nonprofit organization and all other Public Agencies located nationally in all fifty states, issues this Request for Proposal (RFP) to result in a national contract.

For your reference, the links below include some, but not all, of the entities included in this proposal:

[http://www.usa.gov/Agencies/State\\_and\\_Territories.shtml](http://www.usa.gov/Agencies/State_and_Territories.shtml)

<https://www.usa.gov/local-governments>