



PURCHASE ORDER

Columbia Pulp

164 East Main Street
Dayton, WA 99328
Phone 509-288-4892

P.O. NO. 17-0014
DATE: NOVEMBER 1, 2017

VENDOR WESCO Distribution, Inc.
2025 E Trent Ave
Spokane, WA 99202
CONTACT: Mike Chilton
Phone: 509-456-7501
Email: mchilton@wescodist.com

SHIP TO Ralph Raymond
Columbia Pulp
1351 Highway 261
Starbuck, WA 99359
Phone: 253-468-8722

SHIPPING METHOD	SHIPPING TERMS	DELIVERY DATE
Truck	FOB Point of Shipment - Freight Prepaid and Added	As stated

QTY	ITEM #	DESCRIPTION	JOB	UNIT PRICE	LINE TOTAL
1	1	Switchgear SG-001, Building 800 (with arc flash detection) GM-SG Alternate Configuration as per Siemens Proposal SF171155179 dated 11/01/2017		456,696.00	456,696.00
1	2	Protection and Automation System Engineering Services as per SF171155179 dated 11/01/2017 (detailed in Siemens Proposal R18-0116-NB-V1 dated 10/16/2017) includes FAT, Relay Programming, Commissioning Assistance		56,442.00	56,442.00
1	3	Selected Backup Parts circuit breakers as per SF171155179 dated 11/01/2017		8,077.00	8,077.00
1	4	Selected backup parts Switchgear as per SF171155179 dated 11/01/2017		1,691.00	1,691.00
		Attachments: <ul style="list-style-type: none"> Allnorth Material Requisition 15NA0050-ES-026-1 Siemens proposal SF171155179 Revision 11/01/2017 Master Supply Agreement - WESCO - Columbia Pulp Terms and Conditions of Sale, Nov 1, 2017 Wesco offer letter - Starbuck Facility Pricing dated September 22, 2017 			
This Purchase Order is directed to: Siemens Industry, Inc. 7000 Siemens Road Wendell, NC 27591					

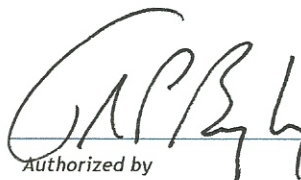
Terms of Delivery: The Plant is site at 1351 State Highway 261, Starbuck, WA. All deliveries are to be coordinated through Ralph Raymond, Pacific Civil and Infrastructure Project Manager (Phone: 253-468-8722, email: rraymond@paccivil.com) No deliveries will be accepted without the prior consent to delivery time and date from Ralph Raymond.					
Terms of Payment - Invoiced with PO - 10% of order Invoiced Upon submittal of drawings by Siemens for approval - 20% Invoiced Upon release to manufacture - 60% Invoiced Upon shipment or notification of readiness to ship - 10% Invoice payment terms Net 30 days					
All Engineering Information must be sent to: Allnorth Consultants Ltd. Attention: Erin Branchi, Document Control Email: ebranchi@allnorth.com Ph: 250-753-7472 Note - Please quote project number 15NA0050 in the subject line of any e-mail submissions					
Columbia Pulp - WESCO Master Supply Agreement terms and conditions of sale apply to this purchase order. These terms and conditions supersede and replace all other terms and condition in other documents. The Lyons Ferry Straw Pulp Plant Project is sales tax exempt in the state of Washington. Columbia's Manufacturer's Sales and Use Tax Exemption Certificate is available upon request.					

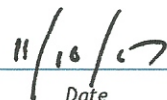
SUBTOTAL \$522,906.00

SALES TAX Non-Taxable

TOTAL \$522,906.00

1. Please send two copies of your invoice.
2. Enter this order in accordance with the prices, terms, delivery method, and specifications listed above.
3. Please notify us immediately if you are unable to ship as specified.
4. Send all correspondence to:
Loren Monroe, Controller; and,
Larry Tantalo, Project Manager
Columbia Pulp, LLC
164 E Main St
Dayton, WA 99328


Authorized by


Date



MATERIAL REQUISITION

Equipment:	Medium Voltage Switchgear
Client:	Columbia Pulp
Project Name:	Lyons Ferry Straw Processing Plant
Project Number:	15NA0050
Requisition Number:	15NA0050-ES-026-1
Date:	11/1/2017
Vendor:	Wesco Distribution
Contact:	Mike Chilton P: 509-456-7501 mchilton@wesco.com 2025 E Trent Ave, Spokane WA 99202

Requisition for:	<input type="checkbox"/> Quote <input checked="" type="checkbox"/> Purchase <input type="checkbox"/> Change Order
Total Cost:	\$ 522,906.00
Shipping Terms	FOB Plant
3rd Party Inspection:	None
Attachments:	<input checked="" type="checkbox"/> Datasheets <input checked="" type="checkbox"/> Specifications <input checked="" type="checkbox"/> Drawings <input type="checkbox"/> Scope of Work <input type="checkbox"/> Sole Source Justification

Line	Qty	Description	Unit Price	Subtotal
1	1	SWITCHGEAR SG-001, BUILDING 800 (with arc flash detection) GM-SG - ALTERNATE CONFIGURATION as per SF171155179 dated 11/01/2017	\$ 456,696.00	\$ 456,696.00
2	1	Protection and Automation System Engineering Services as per SF171155179 dated 11/01/2017 (detailed in Siemens Proposal R18-0116-NB-V5 dated 10/26/2017). Includes FAT, Relay Programming, Commissioning Assistance.	\$ 56,442.00	\$ 56,442.00
3	1	SELECTED BACKUP PARTS CIRCUIT BREAKERS as per SF171155179 dated 11/01/2017	\$ 8,077.00	\$ 8,077.00
4	1	SELECTED BACKUP PARTS SWITCHGEAR as per SF171155179 dated 11/01/2017	\$ 1,691.00	\$ 1,691.00
5				
6				
Total Cost:			\$	522,906.00

Approvals

Initiator:	<u>Christopher Mathie, P. Eng</u>	Date:	<u>11/1/2017</u>
ACL Approval:	<u>Jaco Krüger, P.Eng</u>	Date:	<u>11/1/2017</u>
	<u>Ryan Sinclair, P.Eng</u>	Date:	<u>11/1/2017</u>
Client Approval:	<u></u>	Date:	<u></u>



WESCO Distribution, Inc.

Date November 1, 2017

Allnorth
ATTN: Chris/Neil

Project: Columbia Pulp - Lyons Ferry Straw Pulp - Starbuck
Your Reference: SF171155179

Thank you for the opportunity afforded to Siemens Industry, Inc. to quote on this project.

Please find the attached Siemens technical and commercial proposal, which will remain in effect for 30 days from date of issue.

Should you have any questions or require additional clarification, please do not hesitate to contact the undersigned.

Sincerely,

Mike Chilton
WESCO Distribution, Inc.

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Rev #	Date	Description
0	10/19/2017	Initial Firm Offer
1	11/1/2017	Revised firm offer. Updates include: <ul style="list-style-type: none"> • Addition of cable lugs • Addition of cable supports • Addition of ground studs • Addition of manual ground and test device • Updated controls to 120VAC • Updated both mains at 40kA with 2x trip coils. • Added portable electric racking • Revised relay solution per BOM • Updated cable entry to top • Revised relay programming solution • Updated accessories per spec

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Scope of Supply

Item	Designation	Quantity	Unit price	Total price
10	SWITCHGEAR SG-001, BUILDING 800 (without arc flash detection) GM-SG	1.00	\$449,756.00	\$449,756.00
20	SWITCHGEAR SG-001, building 800 (with arc flash detection) GM-SG ALTERNATE CONFIGURATION	1.00	\$456,696.00	OPTIONAL
30	Protection and Automation System Engineering Services	1.00	\$56,442.00	OPTIONAL
Offer Amount:				\$449,756.00

See "System Specifications and General Bill of Material" section in this proposal for greater detail.

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Recommended startup spares:

Selected Back-up Parts for Switchgear, 5 & 15kV GM-SG

QTY	DESCRIPTION	NET PRICE	TOTAL
SELECTED BACKUP PARTS CIRCUIT BREAKERS			
1	Operator Maintenance Kit	\$431	\$431
1	Trip Coil	\$351	\$351
1	Closing Coil	\$420	\$420
1	Limit Switch	\$43	\$43
1	Siemens Contact Lubricant	\$24	\$24
1	Air Flow Switch (4000A)	\$806	\$806
1	Direct Drive Fan (4000A)	\$3,623	\$3,623
1	OC Relay (4000A)	\$1,221	\$1,221
6	Finger Assembly	\$193	\$1,158
	Sub Total of the Above		\$8,077
SELECTED BACKUP PARTS SWITCHGEAR			
6	Fuse Pullout	\$80	\$480
1	Contact Base	\$486	\$486
6	Spare fuse 30A 250V	\$3	\$18
6	Spare fuse 4A 250V	\$5	\$30
8	Lamp Assy.Red	\$21	\$168
8	Lamp.Assy.Green	\$21	\$168
8	Resistor MTG 270OHM	\$31	\$248
4	Fuse Cartridge 250V6A	\$3	\$12
3	Fuse Cartridge250V15A	\$3	\$9
3	Clip fuse GE	\$24	\$72
	Sub-total of the Above		\$1,691

Quantities are recommended per line-up, unless multiple line-ups ship at the same time

Pricing valid only if ordered with base equipment.

Spare parts are not included in the offer price.

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Progress Milestone Payments (Equipment).

The following progress payments will apply to this project. Partial shipments will be invoiced at their corresponding value. Any billing plan different to the one below must be mutually negotiated, prior to purchase order issuance.

Down payment with order	10.00 %
Upon submittal of drawings by Siemens for customer approval	20.00 %
Upon release to manufacturing	60.00 %
Upon shipment or when placed into storage in the event shipping is delayed by Buyer	10.00 %

Cancellation schedule

In the event that Buyer cancels the purchase order, or portions of the purchase order in writing, the following charges, as a percentage of the total purchase order price for the order, or applicable portions thereof, will apply:

After receipt of order, or before approval drawings are completed	15.00%
After approval drawing completion, but before release to manufacturing	30.00%
Before start of fabrication, but after major component purchase	60.00%
After start of fabrication, but before start of assembly	80.00%
After assembly has started	100.00%

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Product Description:

GM-SG non-arc-resistant and GM-SG-AR arc-resistant medium-voltage, air-insulated, metal-clad switchgear features and benefits:

Features include:

- Tested for arc-resistance to IEEE C37.20.7-2007, up to 63 kA, 0.5 s, accessibility type 2B
- One-high or two-high construction
- Up to 100 full-fault interruptions
- Universal spare circuit breaker for 50 kA and lower ratings
- Universal spare circuit breaker for 63 kA ratings
- Interlocks permit insertion of higher rating vacuum circuit breaker into lower rated cell but not vice versa
- Front accessible circuit breaker operating mechanism for ease of maintenance
- Closed door racking
- Floor rollout circuit breaker in lower cell without a dolly
- Visible secondary disconnect
- Circuit breaker ships inside of cell, thus reducing installation cost and transit damage
- Pair with Siemens protective relays to match any typical application
- Horizontal drawout type GMSG vacuum circuit breaker with type 3AH3 operating mechanism
- Uses the latest developments in vacuum interrupter technology
- Highly reliable vacuum interrupters - MTTF over 53,000 years
- Common type 3AH3 operator platform for all ratings
- Over 60,000 type 3AH3 operators produced since 1998
- Generator circuit breakers (to IEEE C37.013 optionally available)
- 10,000 operations to overhaul
- Three-cycle interrupting time (optional)
- Meets or exceeds the latest ANSI, IEEE and NEMA standards
- UL or C-UL Listing available

Available as: indoor (type GM-SG), outdoor non-walk-in (type OGM-SG) and outdoor walk-in shelter-clad NEMA 3R (type SGM-SG) (single-aisle and factory insulated and assembled aisle (optional)).

Selection Guide: http://extranet.w3.siemens.com/us/internet-dms/btlv/PowerDistributionComm/PowerDistribution/docs_MV/mvs/ANSI_MV_AIS_S_GSA_EN.pdf



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System Specifications and General Bill of Material:

ITEM 10: SWITCHGEAR SG-001, BUILDING 800 (without arc flash detection)

General Specifications

Switchgear No: GMSG-12368	
Lineup Details	
Customer Name (NXTools Customer)	Siemens Distributor TBD
Project Name (NXTools Project Name)	Columbia Pulp - Lyons Ferry Straw Pulp - Starbuck
Siemens Proposal ID# (NXTools Offer Number 1)	SF171155179
Customer Item Designation (NXTools Keyword)	SWITCHGEAR SG-001, BUILDING 800 (WITHOUT ARC FLASH), REV 1
Number of vertical sections	6
Number of breakers	10
System	
Rated Voltage	15kV
Operating Voltage	13.8kV
Frequency	60 Hz
System Grounding	Low Resistance
System Type	3 Phase, 3 Wire
Enclosure	
Design Type	GM-SG Indoor switchgear, non-arc-resistant
Aisle Assembly	Not provided
Indoor Drip Proof	Not provided
Seismic Rating	Seismic IBC to SDS less than equal to 2.00g
Sill Channels	Not required
Panel/Front Door Hinges	Left Hinge (standard)
Panel/Front Door Fasteners	Two Quarter Turn Latch with Padlock Hasps
Panel/Rear Door Hinges	Left Hinge (standard)
Rear Access Requirements	Half height doors
Rear Access Latch Type	Bolted w/o hasp
Exterior Paint	ANSI 61

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Bus	
Main Bus Rating	1200A
Main Bus Bracing	40kA (symmetrical)
Main Bus Rotation	1-2-3
Ground Bus Rating	600A (1/4" x 2")
Bus/Ground Material and Plating	Copper/Silver plated
Main Bus Supports	Polyester
External Connections	
Phase Cable Lugs	Tinned CU 2-hole compression lugs
Ground Cable Lugs	Tinned CU 2-hole compression lugs
Cable Lug Boots	Provided
Cable Supports	Provided
Space for Stress Cone	Standard Space
Ground Studs	Ball Type
Secondary Control Voltage	
Control Voltage - Spring Charging Motor	AC 120 V
Control Voltage - Close Coil	AC 120 V
Control Voltage - Trip Coil	AC 120 V (3 cycle)
Control Voltage - Second Trip Coil	AC 120 V (5 cycle)
Control Voltage - UV device on Breaker	Not provided
Control Voltage - Switchgear Heaters	AC 120 V

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Wiring Requirements	
Terminal Blocks	Screw - 600V, 13 point
No. of Spare Terminals	10 %
Shorting Terminal Blocks for CTs	Provided
Wire Lugs	Ring Tongue
Wire Lugs Insulation	Panduit Nylon Insulated
Control Wire Type	SIS
Control Wire Size	#14 AWG
CT Secondary Wire Size	#10 AWG
VT Secondary Wire Size	#12 AWG
Heater Bus Wire Size	#14 AWG
DC Bus Wire Size	#12 AWG
Wire Markers	Sleeve
Wire Marking	Source/Destination/Wire name
Wired Out Spare Terminals	Not provided
Special Requirements	
Type Of Space Heaters	240VAC Space Heaters Operated@120VAC
Type Of Thermostat/Humidistat	Non-Adj. Thermostat One per Section
Electrical Racking	Operator/Motor - LHS
Battery System	Battery supplied by customer
Battery Charger	Battery Charger supplied by customer
Mimic Bus Material	Not provided
Accessories Cabinet	Shipped with accessories
Special Label Requirements	UL
Special Codes	Not provided
Witness Testing	Not provided

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Accessories

Accessories	
Qty	Description
1	GM-SG SWITCHGEAR INSTRUCTION MANUAL #E50001-U229-A284-X-US00
6	FUSE,15.5KV, FOR USE WITH CPTS
1	SPLIT PLUG JUMPER (GM-SG)
1	CERTIFIED TEST REPORT/GRP
1	RELAY SOLUTION - WITHOUT ARC FLASH
1	AUX TRAY ATTACHMENT FOR LIFT TRUCK
1	ELECTRIC RACKING DEVICE, FIXED LEFT HAND 40 FEET CONTROL, 40 FEET POWER
1	GMSG CIRCUIT BREAKER INSTRUCTION MANUAL #E50001-U229-A285-X-US00
1	WHITE COLOR TOUCH UP PAINT (12 OZ)
1	PILOT LIGHT, 130V, LED, GREEN
1	GRAY COLOR TOUCH UP PAINT (12 OZ)
1	ACCESSORY CABINET – INDOOR BUT SHIPPED SEPARATE
12	FUSE,0.5E,15.5KV
1	PILOT LIGHT, LED,130V,WHITE
1	GMSG STANDARD ACCESSORIES FOR NON ARC VENTED
1	COMMON PARTS FOR INDOOR
1	GMSG MOGTD WITH SHIPPING MATERIAL
1	PILOT LIGHT, 130V, LED, RED
1	CONTACT LUBRICANT
1	GM-SG LIFT TRUCK

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Primary Bill of Material

Circuit Breaker					Total Quantity		10
Type	Current Rating	MVA/KA Rating	Trip Coil	Close & Latch Rating	MOC Quantity	TOC Quantity	Qty
Feeder	1200A	25kA	1x Trip Coil	65 peak kA	6 Stages	4 Stages	8
Main (Generator)	1200A	40kA	2x Trip Coil	110 peak kA	6 Stages	4 Stages	2

Current Transformers Set 1	Total Quantity		60
CT-1 Type	CT-1 Ratio	Qty	
MD	200:5	54	
MD	400:5	6	

Drawout Tray Voltage Transformers			Total Quantity	6
VT Connection	Description		VT Ratio	Qty
Open Delta			14400:120	6

Drawout Control Power Transformers			Total Quantity	1
CPT Phase	CPT KVA	CPT Taps	Qty	
1-Phase CPT A-C Phase	15	+/- 7.50 %	1	

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Secondary Parts

Bill of Material			
Qty	Part Number	Catalog	Description
10	15172256003	3RH1122-1BG40	AUX.RLY,S.R,125VDC,2NO&2NC
10	25154758066	BT100	Test SW, 10 POL 10P, BLACK COVER
10	25154758074	BT564	Test SW, 10 POLE, 4P, 6C, BLACK COVER
10	25154758078	BT711	Test SW, 10 POLE, 2P, 8C, BLACK COVER
10	25171674032	7602D	L.O.RLY,M.R,30-140VDC,4NO&4NC
10	77101000026	116B6708G45R73R4	IND LIGHT,RED,120VAC,RES,LED
10	77101000027	116B6708G45G73G4	IND LIGHT,GREEN,120VAC,RES,LED
10	77101000030	116B6708G45A73W5	IND LIGHT,WHITE,120VAC,RES,LED
10	77172555016	2638D	CONTROL SWITCH,PISTOL
2	77172555083	26203B-13987-3	SELECTOR SWITCH,2 POS,L/R.,OVAL,6 FORM C
10	77803000030	CTD-2	CAPACITOR TRIP,ITI CTD-2, 120VAC
10	88900000050		Terminal Block Wires-W/O Spares
10	88900000052		GMSG Breaker Wire Connections

Relay Solution without Arc Flash

Quantity	MLFB
2	7UM85 - P1L57992 - Main Protection Relay
8	7SJ82 - P1J439974 - Feeder Protection Relay
1	7SS85 - P1E182517 - Low Imp. Bus Diff. Protection Relay
5	7UT82 - P1F261197 - Transformer Diff. Protection Relay
1	DIGSI 5 - P1V24 - Standard without SIGRA

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ITEM 20: SWITCHGEAR SG-001, BUILDING 800 (with arc flash detection) **ALTERNATE CONFIGURATION**

General Specifications

Switchgear No: GMSG-12370	
Lineup Details	
Customer Name (NXTools Customer)	Siemens Distributor TBD
Project Name (NXTools Project Name)	Columbia Pulp - Lyons Ferry Straw Pulp - Starbuck
Siemens Proposal ID# (NXTools Offer lumber 1)	SF171155179
Customer Item Designation (NXTools Keyword)	SWITCHGEAR SG-001, BUILDING 800 (WITH ARC FLASH), REV 1
Number of vertical sections	6
Number of breakers	10
System	
Rated Voltage	15kV
Operating Voltage	13.8kV
Frequency	60 Hz
System Grounding	Low Resistance
System Type	3 Phase, 3 Wire
Enclosure	
Design Type	GM-SG Indoor switchgear, non-arc-resistant
Aisle Assembly	Not provided
Indoor Drip Proof	Not provided
Seismic Rating	Seismic IBC to SDS less than equal to 2.00g
Sill Channels	Not required
Panel/Front Door Hinges	Left Hinge (standard)
Panel/Front Door Fasteners	Two Quarter Turn Latch with Padlock Hasps
Panel/Rear Door Hinges	Left Hinge (standard)
Rear Access Requirements	Half height doors
Rear Access Latch Type	Bolted w/o hasp
Exterior Paint	ANSI 61

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Bus	
Main Bus Rating	1200A
Main Bus Bracing	40kA (symmetrical)
Main Bus Rotation	1-2-3
Ground Bus Rating	600A (1/4" x 2")
Bus/Ground Material and Plating	Copper/Silver plated
Main Bus Supports	Polyester
External Connections	
Phase Cable Lugs	Tinned CU 2-hole compression lugs
Ground Cable Lugs	Tinned CU 2-hole compression lugs
Cable Lug Boots	Provided
Cable Supports	Provided
Space for Stress Cone	Standard Space
Ground Studs	Ball Type
Secondary Control Voltage	
Control Voltage - Spring Charging Motor	AC 120 V
Control Voltage - Close Coil	AC 120 V
Control Voltage - Trip Coil	AC 120 V (3 cycle)
Control Voltage - Second Trip Coil	AC 120 V (5 cycle)
Control Voltage - UV device on Breaker	Not provided
Control Voltage - Switchgear Heaters	AC 120 V

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Wiring Requirements	
Terminal Blocks	Screw - 600V, 13 point
No. of Spare Terminals	10 %
Shorting Terminal Blocks for CTs	Provided
Wire Lugs	Ring Tongue
Wire Lugs Insulation	Panduit Nylon Insulated
Control Wire Type	SIS
Control Wire Size	#14 AWG
CT Secondary Wire Size	#10 AWG
VT Secondary Wire Size	#12 AWG
Heater Bus Wire Size	#14 AWG
DC Bus Wire Size	#12 AWG
Wire Markers	Sleeve
Wire Marking	Source/Destination/Wire name
Wired Out Spare Terminals	Not provided
Special Requirements	
Type Of Space Heaters	240VAC Space Heaters Operated@120VAC
Type Of Thermostat/Humidistat	Non-Adj. Thermostat One per Section
Electrical Racking	Operator/Motor - LHS
Battery System	Battery supplied by customer
Battery Charger	Battery Charger supplied by customer
Mimic Bus Material	Not provided
Accessories Cabinet	Shipped with accessories
Special Label Requirements	UL
Special Codes	Not provided
Witness Testing	Not provided

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Accessories

Accessories	
Qty	Description
1	GMSG MOGTD WITH SHIPPING MATERIAL ONLY FOR 50KA
12	FUSE,0.5E,15.5KV
1	PILOT LIGHT, LED,130V,WHITE
1	COMMON PARTS FOR INDOOR
1	GMSG CIRCUIT BREAKER INSTRUCTION MANUAL #E50001-U229-A285-X-US00
1	ELECTRIC RACKING DEVICE, FIXED LEFT HAND 40 FEET CONTROL, 40 FEET POWER
1	AUX TRAY ATTACHMENT FOR LIFT TRUCK
1	GRAY COLOR TOUCH UP PAINT (12 OZ)
1	PILOT LIGHT, 130V, LED, RED
1	CERTIFIED TEST REPORT/GRP
1	GM-SG SWITCHGEAR INSTRUCTION MANUAL #E50001-U229-A284-X-US00
1	SPLIT PLUG JUMPER (GM-SG)
1	GM-SG LIFT TRUCK
1	WHITE COLOR TOUCH UP PAINT (12 OZ)
1	PILOT LIGHT, 130V, LED, GREEN
1	ACCESSORY CABINET – INDOOR BUT SHIPPED SEPARATE
1	GMSG STANDARD ACCESSORIES FOR NON ARC VENTED
1	CONTACT LUBRICANT
6	FUSE,15.5KV, FOR USE WITH CPTS

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Primary Bill Of Material

Circuit Breaker					Total Quantity		10
Type	Current Rating	MVA/KA Rating	Trip Coil	Close & Latch Rating	MOC Quantity	TOC Quantity	Qty
Feeder	1200A	25kA	1x Trip Coil	65 peak kA	6 Stages	4 Stages	8
Main (Generator)	1200A	40kA	2x Trip Coil	110 peak kA	6 Stages	4 Stages	2

Current Transformers Set 1	Total Quantity		60
CT-1 Type	CT-1 Ratio	Qty	
MD	200:5 (C25)	54	
MD	400:5 (C60)	6	

Drawout Tray Voltage Transformers			Total Quantity	6
VT Connection	Description	VT Ratio		Qty
Open Delta	Voltage Transformer 14.4 kV 120 V 120:1 0.5E	14400:120		6

Drawout Control Power Transformers			Total Quantity	1
CPT Phase	CPT KVA	CPT Taps		Qty
1-Phase CPT A-C Phase	15	+/- 7.50 %		1

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Secondary Parts

Bill of Material			
Qty	Part Number	Catalog	Description
10	15172256003	3RH1122-1BG40	AUX.RLY,S.R,125VDC,2NO&2NC
10	25154758066	BT100	Test SW, 10 POL 10P, BLACK COVER
10	25154758074	BT564	Test SW, 10 POLE, 4P, 6C, BLACK COVER
10	25154758078	BT711	Test SW, 10 POLE, 2P, 8C, BLACK COVER
10	25171674032	7602D	L.O.RLY,M.R,30-140VDC,4NO&4NC
10	77101000026	116B6708G45R73R4	IND LIGHT,RED,120VAC,RES,LED
10	77101000027	116B6708G45G73G4	IND LIGHT,GREEN,120VAC,RES,LED
10	77101000030	116B6708G45A73W5	IND LIGHT,WHITE,120VAC,RES,LED
10	77172555016	2638D	CONTROL SWITCH,PISTOL
2	77172555083	26203B-13987-3	SELECTOR SWITCH,2 POS,L/R.,OVAL,6 FORM C
10	77803000030	CTD-2	CAPACITOR TRIP,ITI CTD-2, 120VAC
10	88900000050		Terminal Block Wires-W/O Spares
10	88900000052		GMSG Breaker Wire Connections

Relay Solution with Arc Flash

Quantity	MLFB
2	7UM85 - P1L58131 - Main Protection Relay + AFD (Optional AFD sol)
8	7SJ82 - P1J439974 - Feeder Protection Relay
1	7SS85 - P1E182517 - Low Imp. Bus Diff. Protection Relay
5	7UT82 - P1F261197 - Transformer Diff. Protection Relay
1	DIGSI 5 - P1V24 - Standard without SIGRA
6	P1X152 - Supply line for Line Sensor 3m (Optional AFD sol.)
6	P1X143 - Line Sensor 40m (Optional AFD sol.)

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ITEM 30: Protection and Automation System Engineering Services

PLEASE REVIEW SEPARATE PROPOSAL R18-0116-NB-V1 ATTACHED FOR SYSTEM ENGINEERING SERVICES. PLEASE REVIEW SIEMENS DIVISION OF RESPONSIBILITY.

Additional notes:

- Selection of relays is based on Siemens understanding of customer requirements and preliminary SLD furnished with the RFQ. Should protection requirements change for any reason, cost adders may apply. Please consult Factory.
- Engineers recommendation is to perform a coordination study (outside Siemens scope of supply) to understand feed from the generator source.
- In the absence of specifications and "for construction" SLD; this is our best estimate at this time.
- Generator and steam turbine ratings are unknown at this time. Quote is based on SC rating supplied with the RFQ. i.e 40kA (sym) for the main bus and 25kA (sym) for circuit breakers. Please review SC requirements as they may impact relay selection and programming scope offered with this proposal.

$$I_{ss} = \frac{KVA}{KV * \sqrt{3} * \%Z}$$

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Advantages of SIEMENS SIPROTEC over Other Relay Vendors

For your evaluation, we are sharing the following capabilities and benefits on the SIPROTEC relays, not available with other relay vendors.

1. SIPROTEC Relays Use a Simpler and More Capable Software (DIGSI and SIGRA)

- **Add or modify protection elements freely**, without firmware (FW) changes in the relay. Instead, with SIPROTEC you can simply drag-and-drop your elements from the relay's function library using the DIGSI configuration software.
- **Shorten Commissioning and FAT**. Test your protection and communications, simulate data, and test logic, all on DIGSI. This work can be performed in your engineering offices or at the factory or site. Then export test file to external test set (i.e. Omicron).
- **Import & Export Single Line Drawings for documentation and easy configuration**. Using this option for configuration utilizes a graphical interface. This intuitive programming tool simplifies devices configuration. Once a relay is configured, the DIGSI software will export a single-line drawing file which can be used for submittal drawings or project records. It can also be incorporated into the relay's display.
- **Analyze Faults From Most Vendors With The Most Advanced Fault Analysis Tool (SIGRA)**. Fault records from digital relays help you analyze operations after every event. The training from Siemens will include using the power quality tools to read and understand recorded fault events, based on current, voltage, harmonics, and phasors.

2. SIPROTEC Relays Live Longer and Have Superior HW Design

- **Most Stable Relay Firmware**. Siemens fully tests our firmware in the factory so our relays are "bug free" when they get to the field, eliminating the need for costly maintenance work to update their relays in the field. We have an outstanding track record of minimal FW revisions in over 13 years.
- **Highest Reliability In the Industry**. SIPROTEC relays far exceed other-vendor published relays in Mean Time Between Failures (MTBF), including infant mortality. MTBF Data available upon request.
- **Longest Life**. SIPROTEC relays provide reliable service for 30 years under normal conditions.
- **Field Expandable**. The SIPROTEC relay is based on a flexible design, which provides plug-in HW modules (comms, IO, CT/PT) in the field without firmware changes, thus eliminating the need for a full relay replacement when design changes occur or protection needs change.

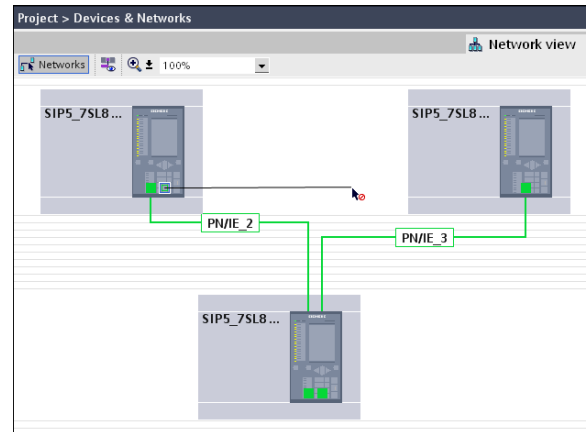


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- **100% Touch-Safe and Tool-Safe Backplane.** Wiring and terminal connections are designed with no exposed live metallic contacts. This eliminates risk of shock to personnel, and prevents inadvertent short-circuiting that could occur from exposed wiring contacts.
- **Removable Self-Shorting Current Terminal Blocks.** The SIPROTEC relay design uses a removeable CT block, which improves protection against relay damage, personal safety, and facilitates field replacement of relays, without rewiring or relay recalibration. The CT block is self-shorting.
- **Advanced Communication Options.** SIPROTEC relays are offered with redundant Ethernet ports [PRP, RSTP], which are also Ethernet switches, which reduces relay communication wiring. The relay communication cards are field-swappable. Up to 4 communication cards can be used per relay.



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Commercial considerations

Terms and conditions

Siemens Industry Inc. Standard Terms and Conditions of Sale for Products and Services will apply. Siemens hereby takes exception to any additional or different terms set forth in purchaser's request for proposal, specification, purchase order or any other document of purchaser. Siemens is willing to negotiate mutually agreeable terms and conditions as part of the contract negotiation process, however acceptance of additional or different terms must be specifically agreed to in writing by Siemens

Quotation validity

This proposal will remain in effect for 30 days, unless changed in the interim upon written notice from Siemens. Documents and related correspondence shall be sent to the local Siemens office or an authorized Siemens distributor. The proposal is based upon Siemens interpretation of the plans and specifications and is subject for correction for errors. This document and any other document specifically referred to as being a part hereof constitute the entire agreement on the subject matter, and shall not be modified except in writing signed by both parties. The proposal is based upon the Standard Terms and Conditions of Sale for Products and Services included herein. Siemens hereby objects to any additional or different terms set forth in purchaser's request for proposal, specification, purchase order or any other document of purchaser. Acceptance of additional or different terms must be specifically assented to in writing by Siemens.

Conditions of sale

Price policy	Prices are firm for quoted shipment. In the event shipment is delayed for any reason that is beyond the control of Siemens Industry, Inc., prices shall be increased ½ % of total purchase order price for each full month or fraction thereof that shipment is delayed beyond the specified shipping date. In case of customer delays, price escalation on material/services supplied by our sub-suppliers will have to be reconfirmed separately.
Payment terms	Progress payment per schedule in this offer, which is subject to credit approval. All payments are due NET 30 days from date of each invoice.
INCO & Delivery:	2010 - DAT. Freight prepaid and allowed to continental USA. Additional freight charges will apply for destinations outside the continental USA.
Other terms	No taxes are included in the quoted price.
Back charges:	Siemens will only accept reasonable back charges if notified in writing within five days of customer identifying a repair is needed and afforded an opportunity to cure within a commercially reasonable time.

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Purchase Order:	<p>In the event a purchase order is generated based on the scope of supply described in this proposal, the purchase order must have the following information included to process the order and eliminate delays during the order entry process.</p> <p>For NEW customers to Siemens please provide a tax certificate and W-9 form prior to or upon submission of a purchase order.</p> <ol style="list-style-type: none"> 1. The customer's Purchase Order must be made payable to: <p style="text-align: center;">Siemens Industry, Inc.</p> <p style="text-align: center;">7000 Siemens Road</p> <p style="text-align: center;">Wendell, NC 27591</p> 2. The correct proposal/revision number should be referenced on the purchase order. 3. PO must refer to the Siemens Industry, Inc. Standard Terms and Conditions of Sale for Products and Services or any pre-negotiated terms with Siemens Industry, Inc., as the case may be, to be the applicable terms for the order. 4. The purchase order net price must match the proposal price as outlined in the proposal summary.
Storage	<p>In the event shipment is delayed for any reason that is beyond the control of Siemens Industry, Inc., and the equipment needs to be kept in storage, a storage fee in the amount of 1.5% of the equipment value shall be charged per month on the first day of each month.</p> <p>In the event that shipment is delayed for reasons beyond our control, payment shall be effected against shipping agent's confirmation that the material is ready for shipment or storage.</p>
Warranty	<p>The warranty period will be 18 months from the date of shipment (bill of lading) or 12 months from date of commissioning, whichever event may occur first. For details related to the specific guidelines of Siemens Warranty please refer to Standard Terms and Conditions of Sale for Products and Services www.usa.siemens.com/mvterms</p>
Export Control	<p>Buyer agrees to comply with all applicable export laws and regulations relating to the resale, exportation, transfer, assignment, disposal or use of the goods, including any Purchaser acknowledges that [SOC/Seller/Contractor/Consortium] is required to comply with applicable export laws and regulations relating to the sale,</p>

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	<p>exportation, transfer, usage of the [Work/Equipment/Services] provided under the Contract, including any export license requirements. Purchaser agrees that such [Work/Equipment/Services] shall not indirectly be used, exported, sold, transferred, assigned or otherwise disposed of in a manner which will result in non-compliance with such applicable export laws and regulations of the continuing performance by [SOC/Seller/Contractor/Consortium] of its obligations hereunder that compliance with such export laws and regulations be maintained at all times</p> <p>PURCHASER AGREES TO INDEMNIFY AND HOLD [SOC/SELLER/CONTRACTOR/CONSORTIUM] HARMLESS FROM ANY AND ALL COSTS, LIABILITIES, PENALTIES, SANCTIONS AND FINES RELATED TO NON-COMPLIANCE WITH APPLICABLE EXPORT LAWS AND REGULATIONS.</p>
Conflict Minerals	<p>Siemens will make commercially reasonable efforts to comply with the Dodd-Frank Wall Street Reform and Consumer Protection Act's provisions requirements concerning conflict minerals. Conflict minerals as defined herein mean tin, tantalum, tungsten and gold ("Materials"). Specifically, Siemens will exercise reasonable efforts to identify, through Siemens AG's global supply system, the source and chain of custody of the Materials used in the Products to the extent of the information available to Siemens; and will, upon reasonable advance written request, provide Buyer with a complete and accurate conflict mineral report detailing the source and chain of custody of Materials (in a format that is as comprehensive as called for by the Industry Electronic Citizenship Coalition ("EICC") and the Global e-Sustainability Initiative ("GeSI") reporting template.</p>

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Schedule

The table(s) below provides typical project lead times for projects requiring approval drawings (Approval) Lead times adjustments for RFQs that do not require approval drawings (certified) can be provided upon request.

- The project cycle starts after receipt of a technically and commercially clear purchase order.
- The quoted lead times are based on current engineering and factory production capacity. Actual lead times are dependent on available production capacity at time of order entry and return of approved drawings.
- Earlier submittals and shipment may be possible depending on scope of work and factory loading.

Description	Submission of approval drawing package ¹	Customer review ²	Equipment ready for shipment (after release to manufacture)	Factory Acceptance Testing (FAT), if applicable (additional charges may apply)	Total cycle time to shipment from factory
GM-SG	5	3	11	XX	19(weeks)

¹Submission of approval drawing package consists of:

- General arrangement and floor plan with primary one-line diagram
- General information
- Three-line diagram
- Schematic
- Panel arrangement
- Accessories list
- Nameplate engraving
- Electrical bill of materials

²On-board approval is an available option, should the customer approve the drawing package on the same day it is released. This will reduce total cycle time by 2 weeks.

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Comments and clarifications

The quoted price is based on the following documents, which are received with the request for quote:

Technical Documents

1. Drawing:
 - a. 15NA0050-100-1642-001 REV A 10-11-17Copy.pdf
2. Specification:
 - a. 15NA0050-16S40-002-MV-Switchgear-RevA.docx

Commercial Comments

1. The **Customer Visual Inspection (CVI)** is an opportunity for the Customer Representative to visit our manufacturing facility for the purpose of visually inspecting their equipment. This includes a general survey of such things as the number of sections, general configuration, components used, shipping plans/splits, etc. Inspection does not include any type of powering up of the gear or any functionality test. An inspection does not include the support of the testing personnel on the floor. The factory will not charge the customer for a CVI visit. Food, travel, lodging, permits and miscellaneous expenses are to be borne by the customer.
2. The **Factory Acceptance Test (FAT)** is an opportunity for the Customer Representative to witness the testing of their equipment. A FAT will include a review of the engineered drawings prior to the floor visit to ensure understanding of functionality/sequence of operations, etc. The floor testing will consist of a functionality test of the overall gear as well as any testing required by applicable (ANSI/IEEE or NEMA/UL) codes or standards. Siemens encourages all customers to visit and tour our facility. If a FAT is required, a price adder of \$2,500.00 for the first day and \$1,000.00 per day until the FAT is complete applies for individuals or a group. FAT prices shown are only valid when conducted at the respective manufacturing facilities for the equipment. Food, travel, lodging, permits and miscellaneous expenses are not included in the above and are to be borne by the customer.
3. Field service, start-up, testing, commissioning, training and analysis/studies are to be supplied by others unless explicitly outlined in the scope of supply.
4. Relay settings, relay programming, system studies, coordination, interfacing and installation are to be supplied by others unless explicitly outlined in the scope of supply. Should this scope be required please refer to the "System Engineering Service" rate sheet at the end of the proposal.
5. Certificates for items such as seismic ratings are available for the standard product design. Project-specific certificates are not included in this proposal unless explicitly listed in the scope of supply.
6. This proposal is based on our best interpretation of the single line drawing and specification, and Siemens reserves the rights to revise the quotation if our interpretation differs from actual requirements.

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7. Additional technical comments and clarifications may be generated during the detailed engineering phase of the project.
8. This document and any other document specifically referred to as being a part hereof constitute the entire agreement on the subject matter, and shall not be modified except in writing signed by both parties
9. Siemens' obligation to fulfill this agreement is subject to the proviso that the fulfillment is not prevented by any impediments arising out of national and international foreign trade and customs requirements or any embargos (or any sanctions).
10. Goods quoted in this proposal are manufactured in Mexico, a NAFTA country. Any applicable Buy American provisions must be reviewed by Siemens to determine compliance. Customer must notify Siemens of any applicable Buy American requirements and provide Siemens with a complete and accurate copy of the applicable Buy American provisions. Siemens reserves the right to reject any order where compliance with Buy American requirements is not possible or cannot be determined.
11. Siemens takes exception to external Codes of Conduct, Quality, Drug and Safety programs and policies. This offer is based on Siemens Code of Conduct, Quality, Drug and Safety programs and policies.
12. Insurance endorsements, bonds and all other forms of surety, if required, shall be provided in accordance with Siemens guidelines using Siemens standard forms and rates.
13. Hard copies of the Siemens standard Installation, Operation and Maintenance manuals will be included in the accessories of the shipment. An electronic copy of the standard manual can be provided, upon request, by the Project Manager or Contract Administrator assigned to the project. Requirement for Special Operation and Maintenance Manuals will require a separate line item on the purchase order. Additional fees & time will apply to provide such special manuals, unless explicitly stated as included in our proposal.

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CLARIFICATIONS/DEVIATIONS/EXCEPTIONS:

Clarifications, deviations and exceptions are based on the following RFQ documents:

1. Drawing:
 - a. 15NA0050-100-1642-001 REV A 10-11-17Copy.pdf
2. Specification:
 - a. No specification submitted.

Item	Ref Doc	Section	C/D/E	Description
1	--	--	C	This proposal is based on the SLD and email communication provided with the RFQ and the Application Engineer's interpretation of the RFQ. Any modifications in the scope of supply will be subject to price variations or adders. Price is limited to the BOM supplied.
2	--	--	C	The switchgear will comply with ANSI, ASTM, IEEE, NEC, NEMA, and UL standards. It is understood that all applicable OSHA or similar federal, state, or local laws have been incorporated in the Purchasers specifications. Compliance with these during installation, operation or use of the products is the sole responsibility of the Purchaser. We take exception to all other codes, standards and regulations.
3	--	--	C	Proposed switchgear has been successfully tested to Uniform Building Code (UBC 1997, zone 4), California Building Code (CBC 1998 seismic zone 4), and International Building Code (IBC 2006) non-operational requirements. The equipment successfully passed the test, demonstrating structural and electrical integrity following a seismic event without loss of its intended function. Please refer to the attached. If our attached test certificate is not acceptable, we will have to cover new certification based on our existing test results or conduct new tests on a new prototype specimen of the switchgear. This can be done only at a price adder and extended delivery time to be determined separately.

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4	--	--	C	<p>Siemens has allocated (3) three weeks for approvals, should customer require longer we will have to re-evaluate the schedule upon receipt of returned drawings.</p> <p>Submission of approval drawing package will consist of:</p> <ul style="list-style-type: none"> • General arrangement and floor plan with primary one-line diagram • General information • Three-line diagram • Schematic • Panel arrangement • Accessories list • Nameplate engraving • Electrical bill of materials <p>Submission of certified drawing package will consist of:</p> <ul style="list-style-type: none"> • Updated approval drawings • Wiring diagrams
5	--	--	C	<p>An order specific spare parts list will be generated after job has been completely engineered for release. Spare parts are NOT included in the total price. A recommended list of spare parts is listed on page five. These prices are only valid if ordered at the time of purchase of base equipment</p>
6	--	--	C	<p>A 15 kVA CPT is provided for 120VAC power to anti-condensation heaters.</p> <p>Controls have been updated to 120VAC.</p>

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7	15NA0050-16S40-002-MV-Switchgear - RevA.docx	6	C	<p>Siemens has allocated (3) three weeks for approvals, should customer require longer we will have to re-evaluate the schedule upon receipt of returned drawings.</p> <p>Submission of approval drawing package will consist of:</p> <ul style="list-style-type: none"> • General arrangement and floor plan with primary one-line diagram • General information • Three-line diagram • Schematic • Panel arrangement • Accessories list • Nameplate engraving • Electrical bill of materials <p>Submission of certified drawing package will consist of:</p> <ul style="list-style-type: none"> • Updated approval drawings • Wiring diagrams
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8	--	--	C	<p>The paint system used for all equipment provides a durable finish which is highly resistant to marring and scratches. It is applied in a modern paint facility, to achieve a consistent appearance and uniform coverage, with excellent edge coverage.</p> <p>The procedure is as follows:</p> <p>Surface Preparation: Steel is prepared before painting by a seven-stage wash system.</p> <p>Stage 1 - Alkaline Cleaner Stage 2 - Fresh Water Rinse (1) Stage 3 - Fresh Water Rinse (2) Stage 4 - Zinc Phosphate Treatment Stage 5 - Fresh Water Rinse (3) Stage 6 – Fresh Water Rinse (4) Stage 7 – Drying oven</p> <p>Finish: The finish material is a thermosetting polyester powder coating applied with electrostatic equipment at a nominal 4 mils +/- 1 mil dry film thickness, and cured at 374 degrees F (190 degrees C) for 30 minutes. Finish color is ANSI 61 Gray, with texturized appearance. The cured finish exhibits excellent flexibility and durability, as well as very good corrosion protection, chemical/solvent resistance, and hardness. For surfaces exposed to the weather, an additive is employed in the powder to increase resistance to fading and improve salt-spray performance.</p>
9	--	--	C	<p>The relays are factory set at minimum values. The final settings should be based on a coordination study which is outside our scope of supply.</p>
10	--	--	C	<p>Installation/ Erection services by others</p>
11	--	--	C	<p>SIPROTEC 5 relays above are configured with 2 x Optical Fiber (each has double LC connectors) supporting IEC61850 or Modbus TCP/IP or DNP3 Ethernet or Profinet IO protocols. Ports can be changed to Ethernet Copper ports (RJ45 Connectors) on request before issuing the PO for the relays (relays to be reconfigured).</p>

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12	--	--	C	An optional Arc Flash Detection solution involves substitution of the two Main 7SJ82 relays with the 7SJ85 relays that are equipped with the AFD modules. Additionally, this quote includes approximate lengths of the Loop Sensors and Supply Lines to cover key compartments of the MV SWGR. Due to the limited information provided by the End Customer, relay configuration above is based on Siemens assumptions
13	--	--	C	A third party varistor and resistor accessories for High Imp. Diff. Protection were provided in order to comply with the UL requirement. Varistor manufacturer is M&I Materials Ltd; lead time is 2-3 weeks ARO. Resistor manufacturer is HVR Advanced Power Components; lead time is 3-4 weeks ARO. Price and lead time may differ in future. Must be ordered from the associated vendors.
14	--	--	C	Single Ratio CT's are furnished per the protection SLD and MV Gear sketch provided with the proposal. Standard Accuracy CT's are provided as follows: <ul style="list-style-type: none"> • 200:5 – C25 (line +bus on all feeders and bus on mains and generator) • 400:5 – C60 (line on main and generator)
15	--	--	C	Transformer differential relays are included in Medium Voltage Gear scope. Transformer CT's are not included
16	--	--	C	We are assuming cable entry is from top
17	--	--	C	We are not accounting for any transition bus to any existing gear or retrofitting of gear.

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18	15NA0050-16S40-002-MV-Switchgear - RevA.docx	1	C	<ul style="list-style-type: none"> Switchgear suitable for operation 5KV-15KV, Altitude Derating Factors Apply above 3300 ft. Erection and installation services by others. The switchgear will comply with ANSI, ASTM, IEEE, NEC, NEMA, and UL standards. It is understood that all applicable OSHA or similar federal, state, or local laws have been incorporated in the Purchasers specifications. Compliance with these during installation, operation or use of the products is the sole responsibility of the Purchaser. We take exception to all other codes, standards and regulations
19	15NA0050-16S40-002-MV-Switchgear - RevA.docx	3.2.3	C	FAT will be a cost adder. Please consult factory.
20	15NA0050-16S40-002-MV-Switchgear - RevA.docx	3.2.6	C	Siemens portable electric racking with 40 feet control and 40 feet power is included.

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21	15NA0050-16S40-002-MV-Switchgear - RevA.docx	3.2.10	C	<p>Enclosures</p> <p>The GM-SG family structures are constructed of bolted 11-gauge steel and features slots and tabs to capitalize on CNC machinery for better dimensional control than welded designs have.</p> <p>The structures are finished using a thermosetting polyester-powder coating with a textured appearance that is applied with electrostatic equipment. This method provides a durable finish that is highly resistant to marring and scratches. The standard finish is ANSI light gray. For surfaces exposed to weather, an additive is used to increase resistance to fading and improve salt-spray performance.</p> <p>Interior plates for mounting control devices and wiring are finished bright white without texturing to allow for easy viewing of wiring.</p> <p>To accomodate large quantities of incoming/ outgoing cables, bolt-on rear extensions are available in 15" (381 mm) and 30" (762 mm) depths.</p>
22	15NA0050-16S40-002-MV-Switchgear - RevA.docx	3.3.3	C	Exception to 4 wire system. Quoted gear is 3P3W

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23	15NA0050-16S40-002-MV-Switchgear - RevA.docx	3.3.4	C	Per relay part numbers and protection proposal.
24	15NA0050-16S40-002-MV-Switchgear - RevA.docx	3.3.5.a.viii	C	Please see page 35 of our Application Guide. Spring charging time is $\leq 10s$
25	15NA0050-16S40-002-MV-Switchgear - RevA.docx	3.3.5.d	C	<p>“Universal” spare circuit breaker (up to 50 kA)</p> <p>The physical configuration and interlock logic allow the use of a single circuit breaker to serve as a “universal” spare breaker at an installation site for up to 50 kA. The interlock logic checks the principal rating characteristics (continuous current, maximum voltage and interrupting current) and allows a circuit breaker to be inserted in any circuit breaker cell provided that the circuit breaker equals or exceeds the ratings required by the cell.</p> <p>Generator circuit breakers are not interchangeable with standard (non-generator) circuit breakers.</p>
26	15NA0050-16S40-002-MV-Switchgear - RevA.docx	5	C	<ul style="list-style-type: none"> Field Service is not included but can be offered at a price adder. To be quoted separately. Standard Accuracy CT's are provided. High Accuracy MDD CT's can be provided, however we can only accommodate one (1) MDD CT per phase on each bushing. Please advise if we should update the CT's to high accuracy

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**Siemens Industry, Inc.
Standard Terms and Conditions of Sale for Products and Services
January 1, 2015 (Rev. 1)**

This proposal is quoted using Siemens Industry Inc. Standard Terms and Conditions of Sale for Products and Services. The terms and conditions can be reviewed in their entirety by following the link below:

www.usa.siemens.com/mvterms

WESCO Distribution, Inc. terms and conditions apply.

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Columbia Pulp Facility
Proposal #R18-0116-NB-V1

Energy Management Division



Digital Grid Proposal
Siemens Industry, Inc.
7000 Siemens Dr.
Wendell, NC 27591

SIEMENS



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1. General Description

Overview

Siemens is pleased to present this offer for Protection and Automation System Engineering Services at the Columbia Pulp Lyons Ferry Straw Plant facility. This offer is in response to the request for the configuration and programming of the Siemens protection relays at the SG-001 Building 800 Switchgear. A conceptual protection single line diagram is included for reference purposes only. Additional services can be provided on a T&M basis with a 'not to exceed' maximum number of hours unless approved by the customer.

2. Commercial Terms and Conditions

- Proposal No: **R18-0116-NB-V5**
- Proposal Date: **10/26/2017**
- Proposal Validity: **60 Days**
- Payment Terms: **As per ZRG**
- Shipping Terms: **N/A**

Ordering Information

WESCO Distribution, Inc.
2025 E Trent Ave
Spokane, WA 99202

3. Pricing

Base Scope

#	Scope of Supply Description	Price
1	Engineering Services (including travel): <ul style="list-style-type: none"> Protection Relay programming for protection settings and SCADA interface using Profinet IO for fifteen (15) Siemens Siprotec 5 relays. Design and review of Signal list for SCADA interface using Profinet IO. 	
2	Factory Acceptance Test (FAT) At Siemens Facility in Wendell, NC, 1 engineer, not to exceed 5 business days	
3	Commissioning Assistance (including travel) On customer site, 1 engineer, not to exceed five business days.	
Total Price (Base):		\$ 56,442.00

4. Proposal Details

1. This proposal is subject to WESCO Distribution, Inc. Standard Terms and Conditions of Sale.
2. Prices do not include any State, Local Sales and/or Use Taxes.
3. Prices indicated are subject to change upon further details provided during the RFP.
4. The scope of supply includes SCADA interface for Siprotec5 7SJ8 relays using Profinet IO over Ethernet and providing the settings files as well as the final SCADA point list approved by customer. Point list is assumed to be limited to available points status in the relays.
5. No special logic programming or logic sequence is included as part of this proposal.
6. The customer is required to provide protection settings, approved one-line diagrams, and the initial SCADA point list.
7. Customer is responsible to provide the files in a timely manner to ensure that other activities are not affected such as the FAT and commissioning dates.
8. This offer does not include any interface drawings to plant equipment.
9. Engineering documentation will be based on Siemens EM DG SYS standards.

5. Proprietary Notice

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6. Appendix

Appendix 1- Conceptual Single Line Diagram

Appendix 2- Field Service Rate Sheet

WESCO Distribution Inc. terms and conditions apply.

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and is subject to the restrictions stated on the proprietary page.*

Domestic Engineering Services Rate Sheet for Siemens Affiliates Siemens Industry, Inc. Energy Automation Systems (Siemens EA SYS)

Siemens Industry, Inc. Siemens EA SYS maintains a highly-skilled staff of competent, trained engineers, technicians and specialists for the purpose of furnishing (1) Engineering, Design and Development, (2) Training, and (3) Commissioning Support in the Utilities and Industrial arena.

Engineering, Design and Development include activities related to new and existing apparatus such as project service, technical assistance during installation and start-up, and the initial testing of equipment or systems.

Training includes activities involving engineering studies, tests and evaluations including system or equipment modification and special customer training programs.

Commissioning Support revolves around continuing onsite engineering services or apparatus repair to maintain equipment or system integrity.

Classifications

Description of Classifications of Services:

- Substation Automation Engineer:** technical guidance and assistance with engineering, design and development of substation automation systems and associated applications; This also includes network design, interfaces, and associated protocols
- Protection & Controls Field Engineer:** technical guidance and assistance for protection and control systems, devices as well as communications interfaces including RTUs, Relays, Meters, and other IEDs, as well as auxiliary systems.
- Consulting Analyst:** services involve the provision of personnel (such as Fellow Engineers and Managers) who are not normally assigned and/or classified as field personnel but whose unique and/or specialized experience and expertise is required for the solution of problems.
- Project Manager:** services involve the planning and management of factory and/or site activities related to services and/or activities rendered by Siemens and/or customer staff.

Hourly Rates (In U.S. Dollars) are as follows:

Classification	Straight Time Rate	Premium Time Rates		
		Time and One Half	Double Time	Double Time and One Half
Substation Automation Engineer	\$215.00	\$322.50	\$430.00	\$537.50
Protection & Control Engineer	\$215.00	\$322.50	\$430.00	\$537.50
Consulting Analyst	\$340.00	\$510.00	\$680.00	\$850.00
Project Manager	\$395.00	\$592.50	\$790.00	\$987.50

Notes: Services are billed on a portal to portal basis. All prices are subject to change without notice.

Trade and Other classifications

On selected jobs where it is practical to utilize electricians or other tradespersons to perform a portion of the work, their services will be provided at rates to be agreed upon based on current local rates.

Straight Time is defined as time worked on a regular schedule of 8 hours between 7:00 a.m. and 6:00 p.m., Monday through Friday. Each hour of straight time shall be paid for at the straight time rate.

Premium Time is defined as time worked in excess of or at times other than the regular straight time schedule.

- Monday thru Friday (except holidays)**
After 8 hours thru 12 hours - 1.5 times the straight time rate.
After 12 hours until relieved - 2 times the straight time rate.
- Saturdays (except holidays)**
First 12 hours - 1.5 times the straight time rate.
After 12 hours until relieved - 2 times the straight time rate.

- Sundays and Holidays**

First 12 hours - 2 times the straight time rate.

After 12 hours until relieved - 2.5 times the straight time rate.

Holidays are defined as those days observed by Siemens Industry, Inc.

Standby Time is defined as time, up to 8 hours per day, during which the person, in the course of his field assignment, is available for work but is not working because of circumstances beyond Siemens' control, including weather conditions. Each hour of standby time shall be paid for at the applicable rate.

Per Diem Rates are available upon request and may include local travel and living cost. Where customers specify or require per diem rates for field service including travel and living expenses, a flat charge will be made for all time worked or traveled per eight hour weekday or fraction thereof (Monday through Friday). All hours worked or traveled in excess of eight hours per weekday and all hours on Saturdays, Sundays and holidays will be billed at the applicable hourly premium time rates. Traveling time and expenses to and from the job site will be a separate billing and in addition to the per diem rates.

Travel Time is defined as all time spent by the person traveling to and from the jobsite, including travel occurring on Saturdays, Sundays, and holidays. Each hour of travel time shall be paid for at the applicable rate.

Time Worked, Time Traveled, and Standby Time occurring on the same day will each be charged at the rates and within the limitations as stated above.

Travel, Living and Incidental Expenses are not included in any of the hourly rates and shall be billed at cost, plus 15%.

Minimum Billing

Minimum billing for any day that service is performed **ON SITE** will be eight (8) hours at the applicable rate. This does not apply for support from the EA office, such as phone support or configuration and testing done in the Siemens EA facility. Non-on-site services can be billed in one (1) hour increments at the applicable rate.

Travel expenses shall include air or rail transportation, local bus, taxi, auto rental costs, gasoline, tolls, personal auto costs, meals in transit, and any other expenses incurred. (Air or rail transportation will ordinarily be in coach, tourist or economy-class accommodations. First-class accommodations will be used only under special circumstances such as the unavailability or unsuitability of lesser accommodations.)

If the person uses his personal automobile for transportation to the job site and return, or for daily work transportation, travel expenses shall be calculated at the Siemens' rate per mile current at the time of such use.

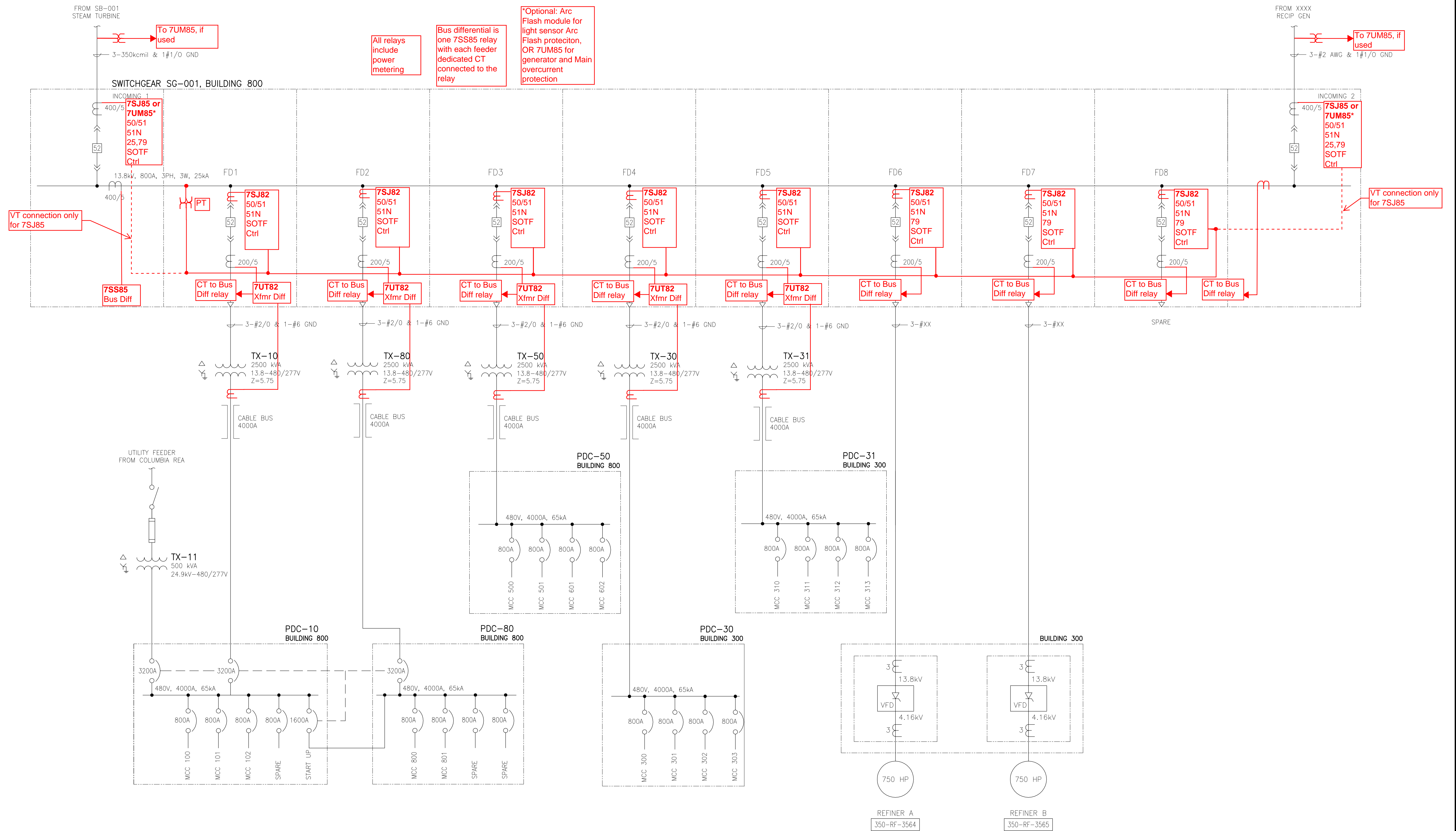
All service shall be performed according and subject to Siemens' Terms and Conditions of Sale.

Terms of Payment

All payments shall be net thirty (30) days from date of invoice.

Price Escalation beyond Sept. 30, 2017

Rates for FY2017 (10-1-16 to 9-30-17) will be estimated to be 3% higher than the rates shown on this sheet due to inflation. Actual rates for FY2017 will be published prior to 10-1-17.



REFERENCE DRAWINGS		
DRAWING NO	DRAWING DESCRIPTION/TITLE	REF
15NA0050-1640-XXX	PDC DRAWINGS	2
15NA0050-1642-XXX	SG-001 RELAYING	1

NOTES:

ISSUED FOR
INFORMATION
Date: 2017/OCT/11

NOT FOR
CONSTRUCTION

1. WESCO'S Terms and Conditions Control the Agreement.

A. These terms and conditions are incorporated into and made a part of the agreement or proposal ("Agreement") by WESCO Distribution, Inc. and any of its domestic subsidiaries, unincorporated divisions or affiliates ("WESCO") to sell to the named Buyer the goods referenced on the face of this document ("Goods") and services (including, without limitation, any material management, assembly and kitting services, and engineering and design services (whether performed by WESCO or a subcontractor)) referenced on the face of this document ("Services"). The Agreement expressly limits Buyer's acceptance to these terms and conditions. Buyer may reject the Agreement by not ordering or receiving any Goods or Services. The Agreement does not constitute an acceptance by WESCO of any offer or counteroffer of Buyer, and WESCO hereby rejects any additional, different, or inconsistent terms, conditions or limitations contained in or incorporated by reference in any forms, purchase orders or other documents of Buyer that already have been or hereafter may be presented to WESCO with respect to the Agreement.

B. If Buyer has submitted or will submit additional and/or different terms and conditions to WESCO, or submit a counteroffer to WESCO, WESCO's subsequent performance will not be construed as either acceptance of Buyer's additional and/or different terms and conditions or Buyer's counteroffer, nor will WESCO's subsequent performance be viewed as a willingness to accept any provision of the Uniform Commercial Code, as adopted by any State or Commonwealth, that is contrary or in addition to any of the terms and conditions hereof.

2. Prices.

A. Unless otherwise agreed to by WESCO in writing, WESCO's prices for the Goods and Services will be the prices stated on the face of this document or WESCO's standard prices for such Goods and Services as of the date hereof, provided that, where standard prices for Goods in the quantities ordered as calculated by WESCO extend beyond two decimal places, WESCO shall round such prices for Goods to the nearest two decimal places for purposes of determining Buyer's payment obligation with respect to such Goods; provided, however, that WESCO may change the price for the Goods and Services in accordance with any change to its standard pricing for such Goods and Services prior to the date of shipment of Goods or performance of Services, as the case may be.

B. The prices of any and all Goods and Services shall be confidential, and Buyer shall not disclose such prices to any unrelated third party. WESCO and Buyer acknowledge and agree that money damages for any and all breaches of Buyer's obligation not to disclose the price of any Goods or Services is both incalculable and insufficient and that any such breach would irreparably harm WESCO. Therefore, in the event of an actual or prospective breach of the obligation of Buyer not to disclose the prices of any Goods and Services, WESCO shall be entitled to a permanent and/or a preliminary injunction to prevent or remedy such breach and shall have the right to specific enforcement of this Agreement against Buyer in addition to any other remedies to which WESCO may be entitled at law or in equity.

3. Specifications. Unless WESCO has expressly agreed otherwise in writing, it is Buyer's responsibility to ensure that the Goods and Services are the ones that it has requested and that all specifications and quantities are correct. **WESCO HEREBY EXPRESSLY DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES THAT GOODS AND SERVICES CONFORM TO ANY SPECIFICATIONS, DRAWINGS, DESIGNS, OR SAMPLES.**

4. Shipment of Goods; Performance of Services.

A. Shipment of all Goods shall be made F.O.B. point of shipment (Ex Works WESCO's facility per INCOTERMS 2000 for international shipments). Buyer shall bear the risk of loss and damage to Goods after delivery to the point of shipment.

B. Any shipping dates for Goods or performance dates for Services given in advance of actual shipment of Goods or performance of Services are WESCO's best estimates for informational purposes only, and deliveries of Goods and performance of Services will be made subject to prior orders on file with WESCO. Unless otherwise agreed to by WESCO in writing, WESCO may, in its sole discretion, use any commercial carriers for shipment of the Goods. WESCO will use its reasonable efforts to comply with Buyer's requests as to method and route of transportation, but WESCO reserves the right to use an alternate method or route of transportation, whether or not at a higher rate.

C. Unless otherwise agreed to by WESCO in writing, Buyer will pay all insurance costs in connection with delivery of the Goods, if any, and be responsible for filing and pursuing claims with carriers for loss of, or damage to, Goods in transit.

D. Buyer is responsible for obtaining at its sole cost and expense any and all necessary licenses and permits for the Goods and Services, including, without limitation, any licenses and permits for transportation.

E. If Buyer is unable to receive the Goods when they are tendered, Buyer will be liable to WESCO for any losses, damages, or additional expenses incurred or suffered by WESCO as a result of Buyer's inability to receive the Goods.

F. Buyer immediately will inspect all Goods upon its receipt of them and will be deemed to accept the Goods upon receipt. Any claims for shortages or discrepancies will be waived by Buyer unless made in writing to WESCO within five days of receipt of the Goods.

G. WESCO may cancel in whole or in part any order for Goods or Services under the Agreement at any time.

H. Until Buyer has fully and finally paid all amounts owed to WESCO for any Goods, Buyer shall hold such Goods in trust for WESCO, and WESCO may repossess them if Buyer fails to pay for them in a timely fashion.

5. Payment.

A. All payments for Goods and Services must be made in United States currency unless specified in writing by WESCO. Payments for Goods and Services will be made by such means as WESCO may specify, such as by check or wire transfer, provided that WESCO may refuse, in its sole discretion, payment by any means, including, without limitation, credit cards.

B. Payment for Goods and Services is due within 30 days from the date of WESCO's invoice; provided, however, that WESCO reserves the right, in its sole discretion, to require full payment in cash before order entry, shipment, or delivery.

C. WESCO shall have the right to offset any and all amounts due and owing from WESCO to Buyer under this Agreement, including, without limitation, any chargebacks or rebates, against any amounts due and owing from Buyer to WESCO under this Agreement.

D. If Buyer defaults in payment, Buyer will be liable for all collection costs incurred by WESCO including, but not limited to, attorneys' and collection agency fees, and all related disbursements.

E. If Buyer does not pay when payment is due, past due amounts are subject to service charges of one and a half percent (1 ½%) per month or the maximum percentage rate permitted by law, whichever is less.

6. Taxes. The purchase price of the Goods and Services does not include transportation taxes and sales, use, excise, import or any similar tax or other governmental charge arising pursuant to or in connection with the sale, purchase, processing, delivery, storage, use, consumption, performance or transportation of the Goods and Services. Buyer is responsible for payment of any transportation taxes, and any present or future sales, use, excise, import or any similar tax or other governmental charge applicable to the Agreement and to the sale and/or furnishing of the Goods and Services.

7. Cancellation. Buyer may cancel its order for Goods and/or Services, but only if WESCO agrees to such cancellation in writing and only after Buyer pays reasonable charges for expenses already incurred and commitments made by WESCO in connection with the placement of such order(s).

8. Disclaimer of Warranties. WESCO HEREBY EXPRESSLY DISCLAIMS AND EXCLUDES ANY AND ALL REPRESENTATIONS AND WARRANTIES, WHETHER WRITTEN OR ORAL, WHETHER EXPRESS OR IMPLIED, WHETHER ARISING BY CONTRACT, AT LAW, IN EQUITY, BY STRICT LIABILITY OR OTHERWISE, WITH RESPECT TO THE GOODS AND SERVICES, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY AGAINST DEFECTS IN DESIGN, MATERIALS AND WORKMANSHIP, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, ANY WARRANTY AGAINST REDHIBITORY DEFECTS, ANY WARRANTY OF GOOD TITLE, AND ANY WARRANTY AGAINST INFRINGEMENT OF THIRD PARTY INTELLECTUAL PROPERTY, INCLUDING, WITHOUT LIMITATION, ANY PATENTS, TRADEMARKS, OR COPYRIGHTS. WESCO shall, however, if given prompt written notice by Buyer of any claim of alleged patent, trademark or copyright infringement with respect to any Goods use its reasonable efforts to secure for Buyer such indemnity rights as the manufacturer may offer with respect to such Goods.

9. Exclusive Remedy. Buyer's **EXCLUSIVE** remedy against WESCO for any claim for, or arising out of, any Good tendered to Buyer is the repair or replacement of the Good, or alternatively, at WESCO's sole election, a refund of the purchase price of the Good. Buyer's **EXCLUSIVE** remedy against WESCO arising out of any defect in, or in connection with, any Service provided hereunder is the re-performance of that Service or, at WESCO's sole election, a refund of the purchase price of the Service. These remedies only will only be available to Buyer for one year after the Good is tendered or Service is provided to Buyer, and WESCO's obligations under this Section 9 will be void unless Buyer provides WESCO with notice of the defect in the Good or Service within 30 days of discovery of the defect. Any Good returned to WESCO for repair, replacement or refund under this Section 9 will be returned by Buyer in accordance with WESCO's return material authorization procedures then in effect.

10. Limitation of Liability. NOTWITHSTANDING ANYTHING ELSE CONTAINED HEREIN TO THE CONTRARY, IN NO EVENT WILL: (A) WESCO BE LIABLE TO BUYER FOR ANY CIRCUMSTANTIAL, CONSEQUENTIAL, CONTINGENT, EXEMPLARY, INCIDENTAL, INDIRECT, LIQUIDATED, MATERIAL, PUNITIVE, SPECIAL, SPECULATIVE OR OTHER DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, SALES OR REVENUES, COST OF REPLACEMENT GOODS, LOST BUSINESS OR BUSINESS INTERRUPTIONS, OR ATTORNEYS FEES OR COURT COSTS ARISING IN ANY MANNER PURSUANT TO OR IN CONNECTION WITH THE AGREEMENT, THE GOODS OR THE SERVICES (EVEN IF WESCO IS MADE AWARE OF THE POTENTIAL FOR SUCH DAMAGES); AND (B) WESCO'S TOTAL LIABILITY RELATED TO ANY GOOD OR SERVICE EXCEED THE PURCHASE PRICE OF SUCH GOOD OR SERVICE.

11. Indemnification.

A. Upon prompt notice by Buyer of any claim of U.S. patent, copyright, or trademark infringement with respect to any Goods or Services, WESCO will use its reasonable efforts to secure for Buyer such indemnity rights as the manufacturer may customarily give with respect to such Goods. This Section 11 sets forth Buyer's sole and exclusive remedy against WESCO regarding the infringement by any Goods or Services of any third party intellectual property rights, including, without limitation, any patents or trademarks.

B. Buyer will indemnify, defend and hold harmless WESCO, its shareholders, officers, directors, employees, agents and representatives from and against all losses, damages, liabilities, costs, and expenses including, but not limited to, property damage, loss of profits or revenue, loss of use of any property, cost of capital, cost of purchased or replacement power or temporary equipment, personal or bodily injury, or death ("Losses"), that may arise pursuant to or in connection with the Agreement, the Goods, or the Services (including, without limitation, Losses arising in connection with the performance of Services on Buyer's premises by WESCO's employees, representatives, agents, or subcontractors), regardless of whether such Losses are suffered directly by Buyer or arise pursuant to or in connection with a third-party suit, claim, counterclaim, demand, judgment or other action (each a "Claim") and regardless of whether or not WESCO or any third-party is proportionately negligent with respect to such Losses and/or Claim, provided that Buyer need not indemnify WESCO for WESCO's obligation, if any, to Buyer under Section 9 above. For the avoidance of doubt and without limitation, this indemnification obligation requires Buyer to pay any judgments against WESCO or any other indemnified party resulting from any Claim, any court costs of WESCO or any other indemnified party in connection with any Claim, and any reasonable attorneys' fees and disbursements incurred by WESCO or any other indemnified party in WESCO's defense of any Claim. WESCO will have the sole and exclusive right to conduct the defense of any Claim at Buyer's sole and exclusive cost and expense. Buyer's indemnification obligation does not depend on the truth or accuracy of any allegations made against WESCO, Buyer or any third party.

12. Product Suitability. Goods sold by WESCO are designed to meet stated U.S. safety standards and regulations. Because local safety standards and regulations may vary significantly, WESCO cannot guarantee that the Goods meet all applicable requirements in each locality. Buyer assumes responsibility for compliance with such safety standards and regulations in the localities in which the Goods will be shipped, sold and used. Before purchase and use of any Goods, Buyer should review the product application, and national and local codes and regulations, and verify that the use and installation of the Goods will comply with them.

13. Ownership. WESCO shall have and retain all right, title, and interest in and to any and all trade secrets, technical data, sales service and product plans, methodologies, techniques, designs, molds, tools, samples, systems, know-how, expertise and other proprietary information that it may use pursuant to or in connection with any Services, and Buyer shall not obtain a license to, or any other property rights in, any such WESCO property pursuant to or in connection with this Agreement.

14. Export Controls; Availability; Laws.

A. Certain Goods may be subject to export controls under the laws, regulations and/or directives of the United States and various other countries. Buyer must comply with such laws and regulations and not export, re-export or transfer these Goods to any country to which such export, re-export, or transfer is forbidden or without first obtaining all required authorizations or licenses.

B. Due to government regulations and product availability, not all goods sold by WESCO may be available in every area.

C. Buyer hereby warrants and represents that it will comply with any and all Laws with respect to the purchase, use, and operation of any and all Goods and Services. For purposes hereof, "Laws" means any international, multinational, national, foreign, federal, state, municipal, local (or other political subdivision) or administrative laws, constitutions, statutes, codes, ordinances, rules, regulations, requirements, standards, policies or guidances having the force of law, treaties, judgments or orders of any kind or nature whatsoever, including, without limitation, any judgment or principle of common law.

15. Interpretation of the Agreement. None of WESCO's or Buyer's shareholders, directors, officers, partners, managers, employees, agents or representatives have any authority to orally modify or alter in any way the terms and conditions of the Agreement. The terms, conditions, and limitations set forth in the Agreement can be modified, altered, or added to only by a subsequent written instrument signed by an authorized representative of WESCO or by language included on the face hereof. Regardless of how many times Buyer purchases, or has purchased, goods and services from WESCO by whatever means, each time Buyer accepts the Agreement, Buyer and WESCO enter into a separate agreement that will be interpreted without reference to any other agreement between Buyer and WESCO, or what Buyer may claim to be a course of dealing or course of performance that has arisen between Buyer and WESCO. No inconsistent usage of trade or industry custom, if any, prior to, contemporaneous with or subsequent to the making of the Agreement will waive, vary, serve to explain or serve to interpret any of the terms, conditions and limitations of the Agreement. The Agreement is the sole and exclusive agreement with respect to the matters discussed herein and the provision of Goods and Services hereunder, (except for any contemporaneous writing agreed to in writing by WESCO expressly modifying the terms and conditions hereof, which is hereby incorporated herein by reference and made a part hereof) and supersedes all prior and contemporaneous agreements and understandings, negotiations, inducements, representations or conditions, whether oral or written, whether express or implied, with respect to such matters. Failure by WESCO to enforce any of the terms, conditions and limitations of the Agreement will not constitute a waiver of those terms, conditions and limitations or a waiver of any other terms, conditions or limitations of the Agreement, and the failure of WESCO to exercise any right (whether provided by the Agreement, law, equity, or otherwise) arising from Buyer's default under the Agreement will not constitute a waiver of that right or any other rights.

16. Force Majeure. WESCO will not be liable for its failure to perform under the Agreement (including, without limitation, the failure to deliver any Goods or perform any Services) due to circumstances beyond its control, including, without limitation, fire, flood, earthquake, pestilence or similar catastrophe; war, act of terrorism, or strike; lack or failure of transportation facilities, shortage of suitable parts, materials or labor; any existing or future law, rule, regulation, decree, treaty, proclamation, or order of any governmental agency; inability to secure fuel, materials, supplies, equipment or power at reasonable prices or in sufficient amounts; act of God or the public enemy; or any other event or cause beyond WESCO's reasonable control, including, without limitation, any delay caused by Buyer (each, a "Force Majeure Event"). If any Force Majeure Event prevents WESCO's performance of any of its obligations under the Agreement, WESCO will have the right to (a) change, terminate or cancel the Agreement, or (b) omit during the period of the Force Majeure Event all or any portion of the quantity of the Goods deliverable during that period, whereupon the total quantity deliverable under the Agreement will be reduced by the quantity omitted. If WESCO is unable to supply the total demands for any Goods to be delivered under the Agreement due to a Force Majeure Event, WESCO will have the right to allocate its available supply among its customers in whatever manner WESCO deems to be fair and equitable. In no event will WESCO be obligated to purchase materials from other than its regular sources of supply in order to enable it to supply Goods to Buyer under the Agreement. No change, cancellation or proration by WESCO will be deemed to be a breach of any clause, provision, term, condition, or covenant of the Agreement.

17. Choice of Law; Choice of Venue. The negotiation, execution, performance, termination, interpretation and construction of the Agreement will be governed by the law of the Commonwealth of Pennsylvania, except for Pennsylvania's choice of law rules, and expressly excluding the United Nations Convention on Contracts for the International Sale of Goods. If either WESCO or Buyer brings a lawsuit or any other action arising out of the Agreement against the other party, such party must file its lawsuit or other action in a state or federal court located in Pittsburgh, Pennsylvania. WESCO and Buyer expressly submit to the exclusive jurisdiction of those courts and consent to venue in those courts, and WESCO and Buyer consent to extra-territorial service of process on WESCO and Buyer. In the event of litigation pertaining to any matter covered by the Agreement, each of WESCO and Buyer hereby agree to waive any right that it may have to a jury trial of any or all issues that may be raised in such litigation. Nothing contained in the Agreement will be construed to limit or waive any rights of WESCO under applicable United States federal, state, or local laws. Any provision of the Agreement held to be invalid, illegal or unenforceable will be ineffective to the extent of such invalidity, illegality or unenforceability without affecting the validity, legality and enforceability of the remaining provisions hereof.

18. Binding Authority. Any director, officer, employee, representative, or agent of Buyer signing or otherwise entering into this Agreement hereby represents and warrants that he or she is duly authorized to execute and enter into this Agreement on behalf of Buyer.

MASTER SUPPLY AGREEMENT

THIS MASTER SUPPLY AGREEMENT (“Agreement”) is dated November 1, 2017 (“**Effective Date**”) and is between WESCO Distribution, Inc. (“**WESCO**”) and Columbia Pulp, LLC (“**Buyer**”).

RECITALS

WHEREAS, WESCO is primarily in the business of selling electrical goods (“**Goods**”) and providing services related to the supply, maintenance and operation of such Goods (“**Services**”);

WHEREAS, Buyer purchases Goods and/or Services for use in the conduct of its business; and

WHEREAS; WESCO desires to sell to Buyer, and Buyer desires to purchase from WESCO, certain Goods and/or Services subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual warranties, representations, promises and covenants contained in this Agreement and intending to be legally bound hereby, the parties agree as follows:

1. Term and Termination.

1.1 Unless otherwise terminated in accordance with this section, this Agreement shall have a term of two (2) years from the Effective Date (the “**Term**”).

1.2 During the Term, either party may terminate this Agreement upon the occurrence of any of the following events: (i) if a party is in material breach of its representations, warranties, duties or obligations under this Agreement, the other party has provided written notice of such breach to the breaching party, and the breaching party has not cured within 30 days of its receipt of such notice; (ii) for its convenience after providing 60 days prior written notice to the other party; or (iii) immediately upon the institution by or against the other party of proceedings under bankruptcy, insolvency, or any other procedures for the settlement of debts; upon the other party’s making an assignment for the benefit of its creditors; upon the appointment of a receiver for the other party or its property; or upon the other party’s voluntary or involuntary dissolution or liquidation.

1.3 In the event of termination for any reason, in addition to other rights and remedies provided for at law, Buyer shall pay WESCO for all outstanding invoices and all costs and expenses associated with orders placed by Buyer up to the date of termination.

2. Supply and Purchase of Goods and Services.

2.1 During the Term of this Agreement, WESCO shall sell to Buyer Goods or Services that Buyer may order, subject to the terms of this Agreement.

2.2 The parties acknowledge and agree that “Columbia Pulp, LLC – WESCO Distribution, Inc., Lyons Ferry Straw Pulp Plant Purchase Order Terms and Conditions,” attached hereto and incorporated herein as Annex A, shall govern and control all transactions between the parties except as otherwise provided for in this Agreement or mutually agreed upon in writing.

3. Miscellaneous.

3.1 The parties are and shall remain independent contractors. No provision of this Agreement creates or contemplates any association, partnership, joint venture, agency, or employment relationship between the parties. Neither party shall have any authority to employ any person as an employee or agent for or on behalf of the other party or to take any action binding or purporting to bind the other party.

3.2 This Agreement may not be amended, supplemented, changed or modified in any manner, orally or otherwise (including, without limitation, by prior course of dealing or course of performance between the parties, industry custom or usage of trade), except by an instrument in writing of subsequent date, signed by a duly authorized representative of each party.

3.3 This Agreement (including any and all Annexes) constitutes the entire agreement between the parties with respect to the matters specified in this Agreement and supersedes all prior and contemporaneous agreements, negotiations, inducements or representations. While this Agreement is in effect, additional or conflicting terms and conditions contained in quotations, purchase orders, order acknowledgements or other like documents that may be exchanged between the parties shall have no force or effect.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed and delivered by their duly authorized officers, as of the Effective Date.

WESCO Distribution, Inc.

By: Kevin Pugh

Name: Kevin Pugh

Title: Division VP, Western

Columbia Pulp, LLC

By: Michelle McCarthy

Name: Michelle McCarthy

Title: CFO

Annex A
Columbia Pulp, LLC - WESCO Distribution, Inc.
Lyons Ferry Straw Pulp Plant
Purchase Order Terms and Conditions

November 1, 2017

SECTION 1 - DEFINITIONS

Agreement – shall mean this Purchase Order and these Terms and Conditions, all attachments and exhibits and any changes to this agreement approved according to Section 3.

As Sold Proposal – shall mean the Seller's proposal as attached to the purchase order, if any.

Delivery Point – shall mean Facility Site unloading area located at 1403 State Highway 261, Starbuck Washington, 99359 or, as specified in the Purchase Order.

Delivery Dates – shall mean, collectively, the Drawing and Data Document Delivery Dates and the Equipment Delivery Dates.

Effective Date – shall have the meaning as set forth in Section 9.

Engineering Requisition – shall mean any supplemental requirements or specifications attached to this purchase order and labeled "Engineering Requisition".

Engineering Specification – shall mean the specification attached to the Purchase Order and any attachments thereto.

Equipment – shall have the meaning as set forth in the Purchase Order or in the As Sold Proposal.

Facility – shall mean the Lyons Ferry Straw Pulp Plant near Starbuck, WA.

Notice – shall mean a written correspondence between the Parties. Notices to the Owner shall be presented to:

Columbia Pulp I, LLC
164 East Main Street
Dayton, WA 99328

Attention:
Larry Tantalo
Phone: 206-940-9527

Email: larry.tantalo@columbiapulp.com

Notices to the Seller shall be presented to the Seller at the address shown under 'Sold By:' in the Purchase Order.

Owner – shall mean the Columbia Pulp, LLC, Lyons Ferry Straw Pulp Plant, its successors and assigns (which may include a lessor of premises upon which the Facility is situated, a lender or its trustee, or a guarantor of loans for the construction of the Facility, or who has entered into contract with the issuer of the Construction Contract to acquire the Facility), who has contracted with Owner to provide a Facility for which Owner is entering into this Agreement with Seller to supply the Work covered by this Agreement.

Party(ies) – shall mean individually and/or collectively the Owner and Seller as named in the Purchase Order.

Agreement Price – shall have the meaning as set forth in the Purchase Order.

Remedy - shall mean correction of a Warranty nonconformity or defect by Seller.

Seller – shall mean the party named in the Purchase Order under 'Sold By'.

Services – shall include start-up and commissioning requirements for the Acceptance Test which shall be billed at Seller's published rates at the date of this contract.

Subcontractors – shall mean Seller's suppliers and subcontractors of any tier.

Warranty – shall mean the Mechanical and Performance warranty terms as presented in the Seller's As Sold Proposal.

Work – shall mean the Equipment and Services for which Owner is entering into this Agreement.

SECTION 2 - SCOPE OF WORK

Seller shall furnish, design, fabricate, test, as required, and deliver to the Delivery Point, the goods and services as specified in the Purchase Order and as further detailed in the Engineering Requisition, if attached, (collectively the "Work").

SECTION 3 - DOCUMENTS AND ORDER OF PRECEDENCE

The following list of documents shall be the sole documents that comprise this Agreement and contain all of the terms, conditions and provisions of this Agreement. The documents have been listed in order of precedence in the event of a conflict. Any conflict arising in any single document shall be brought to the other Party's attention as soon as practical. In the case of a conflict, the conflicting item(s) having the highest order of precedence shall prevail.

Any Change Order to this Agreement as per Section 12,
The Purchase Order,
The Engineering Requisition, if attached,
These Purchase Order Terms and Conditions,
Seller's As -Sold Proposal as attached to the Purchase Order
The Engineering Specification for the Work,

SECTION 4 – AGREEMENT MILESTONES AND SCHEDULE

4.1- Drawing and Data Document Schedule

Drawing and Data Document Delivery Dates shall be as outlined in the As Sold Proposal.

4.2- Equipment Delivery

Equipment Delivery Dates shall be as stated in the As Sold Proposal.

4.3- Force Majeure:

Shipment dates are based upon the Seller's commitment at the date of the As Sold Proposal. The Seller will exercise its best efforts to ship on schedule, but shall not be liable for any damages or losses caused by any delay in delivery caused by strikes, floods, fires, accidents or any legislative, administrative or exclusive law, order, or requisition of the Federal Government or any State or Municipal Government or any subdivision, department or office thereof.

SECTION 5 - AGREEMENT PRICE

The price to be paid for the Work the Seller is to perform under this Agreement is as shown on the Purchase Order. Shipping and Handling charges between the FOB point, as shown in the Purchase Order, and the Delivery Point will be as shown on the Purchase Order.

The terms of payments shall be as shown in the purchase order, or if not shown, payment of the net invoice amount in 30 days.

SECTION 6 - DELIVERY

Seller shall deliver the Equipment F.O.B. point of shipment. Title and risk of loss for Equipment, whether shipped by Seller or direct shipped from the manufacturer, shall transfer to Owner at the time Equipment is delivered to a common carrier or other

delivery service. Seller will use its commercially reasonable efforts to comply with Owner's request as to method and route of transportation, but Seller reserves the right to use any commercial carrier for shipment, or an alternate method or route of transportation.

The facility address for the Lyons Ferry Straw Pulp Plant is:

Facility Site: 1403 Highway 261
Starbuck, WA 99359

6.4 – Partial Shipments

The Seller will not accept partial shipments made by third parties to the Delivery Point except under the following conditions:

1. The shipment is accompanied by paperwork that clearly identifies the Seller and the component of the Work being shipped.
2. The item(s) being shipped are clearly identified with tags, labels or identifying marks indicating which components of the Work the item(s) are part of.
3. Clear instructions regarding how these components are to be incorporated into the Work including, as appropriate, drawings, lists, installation manuals and/or operating and maintenance manuals.
4. The notice specified in 6.3 above has been given including the origin and shipment method of delivery of the item(s).

SECTION 7 – INVOICING AND PAYMENT

7.1 Invoicing

Invoice(s) relative to this Agreement shall be identified with Owner's identifying Purchase Order number and directed to
Columbia Pulp, LLC
164 E. Main Street
P.O. Box 183
Dayton, Washington 99328

Or as directed in the purchase order. Invoices without a Purchase Order number clearly identified will be returned without payment to the Seller.

7.2 Payment

Payment for Goods and Services is due within 30 days from the date of Supplier's invoice. Owner shall pay invoices that are accompanied by documentation that demonstrates that the Work for which payment is requested has been completed. If the Owner cannot confirm that the work has been completed as specified by evidence from the receiving staff at the site or by the Owner's engineer(s), the invoice will be returned to the Seller with and explanation of the deficiencies.

In no event will the Owner pay any interest, late fees or any other additional amounts claimed on invoices arriving without the required documentation.

SECTION 8 - TERMINATION

The Owner may cancel this Agreement upon the written notice to the Seller. If this Agreement is terminated by the Owner, the Seller is entitled to reasonable cancellation charges including but not limited to labor expended, materials obtained or expended, reasonable overhead and profit.

Seller may terminate upon the occurrence of the following events: (i) if Owner is in material breach of its duties or obligations under this Agreement, and the breach has not been cured within 30 days of written notice of such breach; or (ii) immediately upon the institution by or against the Owner of proceedings under bankruptcy, insolvency, or any other procedures for the settlement of debts; upon the Owner making an assignment for the benefit of its creditors; upon the

appointment of a receiver for the Owner or its property; or upon the Owners voluntary or involuntary dissolution or liquidation.

SECTION 9 - EFFECTIVE DATE OF THIS AGREEMENT

Effective date of this Agreement shall be the shown on the Purchaser Order and 'P.O. Date', or as modified by the text of the Purchaser Order or any subsequent change orders.

Equipment and documentation schedules shall be predicated upon the Effective Date of this Agreement.

SECTION 10 - COMPLETION AND ACCEPTANCE

Completion and Acceptance of the Equipment shall be granted to Seller, unless within 5 business days of delivery, Seller receives notice, followed by written confirmation, that Owner does not accept the Equipment. Such notification shall include Owner's reason for non-acceptance, including any defects or damages in the Equipment, and/or any variance in the number and type of Equipment delivered from the number and type of Equipment ordered.

Owner's exclusive remedy with respect to any Equipment that it believes to be, and Seller reasonably determines to be, not in conformity with any applicable warranties set forth herein, shall be, at Seller's election, the repair, replacement, or refund of the purchase price of any such non-conforming Equipment, provided that such remedies shall only be available for 1 year from the date of shipment. With respect to any shortage in the number and type of Equipment delivered in comparison with the number and type ordered, Owner's exclusive remedy shall be Seller's prompt shipment of the number and type of Equipment ordered or, if Equipment of the number and type ordered are not available, the refund of the purchase price, solely to the extent that Equipment of the type and number ordered by Buyer are not available. This Section sets forth Owner's sole and exclusive remedy against Seller with respect to any defective or non-conforming Equipment or any shortages, and Owner expressly waives any and all other applicable rights and remedies with respect to non-conforming Equipment whether arising at law, in equity, or otherwise.

SECTION 11 - DISPUTE RESOLUTION

Any dispute between the parties shall be handled in the following manner:

- a. Mediation. In the event that any dispute ("Dispute") arises between the parties related to this Agreement, the parties agree to submit the Dispute to non-binding mediation upon either party providing the other with written notice describing the Dispute in detail within 3 days after the Dispute is identified. The parties shall cooperate in selecting the mediator, and the mediation shall occur within 30 days of a party providing written notice to the other party of the Dispute. The mediation shall take place in Seattle, Washington.
- b. Arbitration. If mediation does not take place and resolve the Dispute within 30 days after the notice of the Dispute is given, such Dispute shall be submitted to final and binding arbitration pursuant to the Washington version of the Uniform Arbitration Act (RCW 7.04A). The arbitration shall be conducted pursuant to the American Arbitration Associations Construction Industry Arbitration Rules, and it shall take place in Seattle, Washington. The arbitrator does

not have to be an American Arbitration Association arbitrator. The substantially prevailing party in any such arbitration shall be entitled to recover its reasonable costs and attorney fees.

SECTION 12 – CHANGE ORDERS

Changes to this Agreement shall be in written form and signed by both the Owner and Seller.

SECTION 13 – MECHANICAL WARRANTY

The Seller warrants that, upon delivery to the point of shipment, it will convey to Owner good title to any Equipment free and clear of any liens or encumbrances. Seller shall use its best reasonable efforts to obtain from its vendors or manufacturers, for the benefit of both Seller and Owner, such warranties as are normally offered for such Equipment. Seller will assist Owner in the process of filing and pursuing any warranty claims with the third party vendor or manufacturer. Seller warrants that any services will be performed in a competent manner and in accordance with industry standards. EXCEPT FOR THE FOREGOING, SELLER HEREBY DISCLAIMS AND EXCLUDES ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR AGAINST DEFECTS IN DESIGN, MATERIALS AND WORKMANSHIP.

SECTION 14 - SECURITY INTEREST

Seller hereby grants to Owner a first priority security interest (the "Security Interest") in all of Owner's right, title, and interest in and to the Work and related accessories, including but not limited to all parts, drawings, documents, manuals, inventory, appurtenances or materials relating to the construction, furnishing, designing, fabricating or testing such equipment and accessories, identified by this Agreement (the "Collateral"). From time to time at Owner's request, Seller shall execute and deliver all further instruments and documents and take all further action as may be reasonably necessary to perfect the first priority security interest granted in the Collateral pursuant to this Agreement or to enable the Owner to exercise and enforce its rights and remedies with respect to the aforementioned Collateral. Seller authorizes the Owner or the Owner's Lender to file a financing statement describing the Owner's Security Interest in the Collateral

SECTION 15 - ASSIGNMENT AND COOPERATION WITH COMPANY'S LENDER.

The Owner may assign its rights or delegate its obligations under this Agreement and its Security Interest in the Collateral to any lender ("Lender") which is financing the Owner's acquisition of the Collateral as collateral security for the performance of the Owner's obligations to the Lender upon prior written notice to Seller. Seller shall cooperate with the Owner and the Owner's Lender in satisfying any reasonable requirements for financing of the Work. Seller shall, upon request, execute in favor of the Owner's Lender a waiver and right of entry to Supplier's premises, permitting the Lender party to inspect Collateral and the Work under construction pursuant to this Agreement and enforce Lender's security interests in the equipment and related accessories to be provided by Seller to the Owner pursuant to this Agreement. Seller shall subordinate Seller's lien rights in and to the equipment and related accessories to the Security Interest and any security interest of the Owner's Lender.

SECTION 16 - TECHNICAL ADVISORY SERVICES

Seller shall make available and provide, upon request of Owner, the services of competent, qualified field personnel to assist Owner in the unloading, installation/erection and commissioning of the Equipment furnished hereunder. Owner will compensate Seller for said services in accordance with Seller's, and Seller's subcontractors, published rate sheet in effect as of the Effective Date of this contract.

SECTION 17 - TAXES

This Agreement is exempt from Washington State Sales Tax. Tax Purchase Exemption Certificate will be provided.

SECTION 18 – APPLICABLE LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

SECTION 19 - AGREEMENT ACCEPTANCE

This Agreement shall be deemed to be accepted by both parties upon signature by authorized representatives of both Parties.

SECTION 20 – Limitation of Liability

Notwithstanding anything else contained herein to the contrary, in no event shall (i) either Party be liable to the other for any indirect, special, punitive, exemplary, speculative, consequential, contingent, liquidated, incidental or other similar damages, including without limitation, damages for lost revenues, lost profits, lost business or business interruptions arising in any manner pursuant to or in connection with this Agreement, the Equipment or Services; and (ii) Seller's maximum liability, whether such liability is claimed as a result of breach of contract, indemnity, warranty, tort (including negligence), strict liability or otherwise, pursuant to or in connection with any and all claims arising under this Agreement, exceed the purchase price of the Equipment or Service giving rise to the claim.



September 22, 2017

WESCO Distribution
E 2025 Trent Avenue
Spokane, WA 99202

COLUMBIA PULP
164 East main
Dayton, WA. 99328

Attn: Larry Tantalo

Re: Starbucks Facility Terms/Conditions

Larry,

In regards to the above mentioned topics for the upcoming Starbucks project, as well as future sites please refer the following thoughts:

- Prices established today for Columbia Pulp will not change during the construction of the first project.
- Product with established part numbers will have a discount against published list, that discount will stay consistent with annual increases on November 1st annually.
- Products without part numbers (MV/LV/MCC) will have a maximum increase per year of 4%, this is barring any unforeseen change in commodities. This change would be discussed and agreed to in advance of any order.
- Standard designs for any product can be established to reduce lead times and the approval process for subsequent mills.
- Services rates for labor will be negotiated on an annual basis with a maximum rate per hour. Discounting for embedded service, or blocks of hours will be offered per project.
- The same engineering and design capabilities that have been demonstrated to date would be offered for other items such as lighting, cable tray, etc. Firm pricing for items supplied for the first project can be extended, with the exception of commodities.
- Upon selection of agreed upon manufacturers, maximum annual increases can also be obtained.
- The attached WESCO terms and conditions are standard. It would be our intent to negotiate mutually acceptable terms and conditions with Columbia Pulp that would be utilized for this and any subsequent projects.

WESCO appreciates this opportunity to provide the services discussed thus far and any additional that would assist in making this project the success that it is going to be. If you have any questions or concerns feel free to contact me here at the office or on my cell @ 208-512-4276.

Best Regards

Tony Rinaldi
Account Representative
Office 509-456-7501, Ext. 16