Conciliation Agreement Between the U.S. Department of Labor Office of Federal Contract Compliance Programs And B.W. Electric, Inc.

I. Preliminary Statement

The Office of Federal Contract Compliance Programs (OFCCP) evaluated B.W. Electric, Inc.'s federal, federally assisted, and non-federal construction projects located in the Wilmington, DE-NJ-MD Standard Metropolitan Statistical Area (SMSA), beginning on July 28, 2022. OFCCP found that B.W. Electric, Inc. failed to comply with Executive Order 11246, as amended (E.O. 11246 or the Executive Order) and their respective implementing regulations at 41 CFR Chapter 60.

OFCCP notified B.W. Electric, Inc. of the specific violations and the corrective actions required in a Notice of Violation (NOV) issued on August 23, 2023.

In the interest of resolving the violations without engaging in further legal proceedings and in exchange for sufficient consideration described in this document, OFCCP and B.W. Electric, Inc. enter into this Conciliation Agreement (Agreement) and its attachments, and the parties agree to all the terms therein.

II. General Terms and Conditions

- 1. In exchange for B.W. Electric, Inc.'s fulfillment of all its obligations in this Agreement, OFCCP will not institute administrative or judicial enforcement proceedings under E.O. 11246, based on the violation(s) alleged in the NOV. However, OFCCP retains the right to initiate legal proceedings to enforce this Agreement if B.W. Electric, Inc. violates any provision of this Agreement, as set forth in Paragraph 10, below. Nothing in this Agreement precludes OFCCP from initiating enforcement proceedings based on future compliance evaluations or complaint investigations.
- 2. OFCCP may review B.W. Electric, Inc.'s compliance with this Agreement. As part of this review, OFCCP may require written reports, inspect the premises, interview witnesses, and examine and copy documents. B.W. Electric, Inc. will permit access to its premises during normal business hours for these purposes and will provide OFCCP with all hard copy or electronic reports and documents it requests, including those specified in this Agreement.
- 3. Nothing in this Agreement relieves B.W. Electric, Inc. of its obligation to fully comply with the requirements of E.O. 11246, Section 503 of the Rehabilitation Act of 1973, as amended (Section 503), the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended (VEVRAA), their implementing regulations, or other applicable laws requiring nondiscrimination or equal employment opportunity through affirmative action.
- 4. B.W. Electric, Inc. agrees that it will not retaliate against any potential or actual beneficiary of this Agreement or against any person who files a complaint, who has

provided information or assistance, or who participates in any manner in any proceeding in this matter.

- 5. The parties understand the terms of this Agreement and enter into it voluntarily.
- 6. This Agreement, including its attachments, constitutes the entire Agreement and represents the complete and final understanding of the parties. This Agreement contains all of the terms binding the parties and it supersedes all prior written and oral negotiations and agreements. Any modifications or amendments to this Agreement must be agreed upon in writing and signed by all parties. If an administrative error is found, OFCCP will work in good faith with all parties to make the corrections.
- 7. This Agreement becomes effective on the day it is signed by the District Director (Effective Date).
- 8. If one or more provisions of this Agreement is deemed unlawful or unenforceable, the remaining provisions will remain in full force and effect.
- 9. This Agreement will expire sixty (60) days after B.W. Electric, Inc. submits its final progress report required in Section IV, below, unless OFCCP notifies B.W. Electric, Inc. in writing before the expiration date that B.W. Electric, Inc. has failed to fulfill all of its obligations under the Agreement. In this instance, the Agreement is automatically extended until the date that OFCCP determines that B.W. Electric, Inc. has met all of its obligations under the Agreement.
- 10. If B.W. Electric, Inc. violates this Agreement:
 - a. The procedures at 41 C.F.R. 60-1.34 will govern:
 - i. OFCCP will send B.W. Electric, Inc. a written notice stating the alleged violations and summarizing any supporting evidence.
 - ii. B.W. Electric, Inc. shall have fifteen (15) days from receipt of the notice to respond, except in those cases in which such a delay would result in irreparable injury to the employment rights of affected employees or applicants.
 - iii. If B.W. Electric, Inc. is unable to demonstrate that it has not violated the Agreement, or if OFCCP's alleges irreparable injury, enforcement proceedings may be initiated immediately without issuing a show cause notice or proceeding through any other requirement.
 - iv. In the event of a breach of this Agreement by B.W. Electric, Inc., OFCCP may elect to proceed to a hearing on the entire case and seek full make-whole relief, and not be limited to the terms agreed to in the Agreement.

- b. B.W. Electric, Inc. may be subject to the sanctions set forth in Section 209 of the Executive Order, 41 C.F.R. 60-1.27, and/or other appropriate relief for violating this Agreement.
- 11. B.W. Electric, Inc. neither admits nor denies any violation of the Executive Order, Section 503 or VEVRAA, nor has there been an adjudication on the merits regarding any such violation.
- 12. OFCCP may seek enforcement of this Agreement itself and is not required to present proof of any underlying violations resolved by this Agreement.
- 13. The parties understand and agree that nothing in this Agreement is binding on other governmental departments or agencies other than the OFCCP.
- 14. Each party shall bear its own fees and expenses with respect to this matter.
- 15. This Agreement is limited to the facts of this case. Neither this Agreement, nor any part of the negotiations that occurred in connection with this Agreement, shall constitute admissible evidence with respect to any OFCCP policy, practice or position in any lawsuit, legal proceeding, administrative proceeding, compliance evaluation or audit, except for legal or administrative proceedings concerning the enforcement or interpretation of this specific Agreement.
- 16. All references to "days" in this Agreement are calendar days. If any deadline for an obligation scheduled to be performed under this Agreement falls on a weekend or a Federal holiday, that deadline will be extended to the next business day.

III. Technical Violations and Remedies

- 1. VIOLATION: During the period July 28, 2021 through July 27, 2022, B.W. Electric, Inc. failed to encourage current minority and female employees to recruit other minority persons and women and, where reasonable, provide after-school, summer and vacation employment to minority and female youth both on the site and in other areas of B.W. Electric, Inc. workforce, as required by 41 CFR 60-4.3(a)7.j.
 - **REMEDY:** B.W. Electric, Inc. will encourage current minority and female employees to recruit other minority persons and women and, where reasonable, provide after-school, summer and vacation employment to minority and female youth both on the site and in other areas of B.W. Electric, Inc. workforce, as required by 41 CFR 60-4.3(a)7.j.
- 2. VIOLATION: During the period July 28, 2021 through July 27, 2022, B.W. Electric, Inc. failed to disseminate its EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing B.W. Electric, Inc's EEO policy with other Contractors and Subcontractors with whom B. W. Electric, Inc. does or anticipates doing business, as required by 41 CFR 60-4.3(a)7.h.

- **REMEDY:** B.W. Electric, Inc. will disseminate its EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing B. W. Electric, Inc. EEO policy with other Contractors and Subcontractors with whom B. W. Electric, Inc. does or anticipates doing business, as required by 41 CFR 60-4.3(a)7.h.
- 3. VIOLATION: During the period July 28, 2021 through July 27, 2022, B.W. Electric, Inc. failed to establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when B.W. Electric, Inc. had employment opportunities available, and maintain a record of the organizations' responses, as required by 41 CFR 60-4.3(a)7.b.
 - **REMEDY:** B.W. Electric, Inc. will establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when B.W. Electric, Inc. has employment opportunities available, and maintain a record of the organizations' responses, as required by 41 CFR 60-4.3(a)7.b.
- 4. VIOLATION: During the period July 28, 2021 through July 27, 2022, B.W. Electric, Inc. failed to maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual, as required by 41 CFR 60-4.3(a)7.c.
 - **REMEDY:** B.W. Electric, Inc. will maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual is sent to the union hiring hall for referral and is not referred back to B.W. Electric, Inc. by the union or, if referred, not employed by B.W. Electric, Inc., this shall be documented in the file with the reason therefor, along with whatever additional actions B.W. Electric, Inc. may have taken, as required by 41 CFR 60-4.3(a)7.c.
- 5. VIOLATION: During the period of July 28, 2021, through July 27, 2022, B.W. Electric, Inc. failed to maintain and/or have available records showing the gender, race, and ethnicity of each employee; and where possible, the gender, race, and ethnicity of each applicant or Internet Applicant as required by 41 CFR 60-1.12(c). Specifically, B.W. Electric, Inc. failed to keep applicant, testing, interview, hiring or other general personnel or employment records; failed to keep the records for a period of not less than one/two years from the date of the making of the record or the personnel action, whichever occurred later.
 - **REMEDY:** B.W. Electric, Inc. will maintain and/or have available records showing the gender, race, and ethnicity of each employee; and where possible, the gender, race, and

ethnicity of each applicant or Internet Applicant as defined in 41 CFR 60-1.3, as required by 41 CFR 60-1.12(c).

6. VIOLATION: During the period July 28, 2021 through July 27, 2022, B.W. Electric, Inc. failed to physically include the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" and the "Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity" containing the applicable goals for minority and female participation in its construction subcontracts in excess of \$10,000, as required by 41 CFR 60-4.3(a)(2).

REMEDY: B.W. Electric, Inc. will physically include the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" and the "Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity" containing the applicable goals for minority and female participation in its construction subcontracts in excess of \$10,000, as required by 41 CFR 60-4.3(a)(2).

7. VIOLATION: During the period July 28, 2021 through July 27, 2022, B.W. Electric, Inc. failed to direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students, and to minority and female recruitment and training organizations serving B.W. Electric, Inc. recruitment area and employment needs, as required by 41 CFR 60-4.3(a)7.i.

REMEDY: B.W. Electric, Inc. will direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving B.W. Electric, Inc. recruitment area and employment needs. Furthermore, B.W. Electric, Inc. will ensure that, not later than one month prior to the date for the acceptance of applications for apprenticeships or other training, it sends written notification to such organizations, describing the openings, screening procedures, and tests to be used in the selection process, as required by 41 CFR 60-4.3(a)7.i. Examples of minority and female recruitment sources include, but are not limited to:

Delaware Technical & Community College Workforce Development

Address: Terry Campus 100 Campus Drive, Dover, DE 19904

Website: www.dtcc.edu/terry/ Contact: Michael Benefield

Email: N/A

Phone number: (b) (6), (b) (7)(C)

Servicesource Delaware

Address: 3030 Bowers Street, Wilmington, DE 19802 Website: www.servicesource.org/services-by-state/delaware

Contact: Cindy Sterling

Email: (b) (6), (b) (7)(C) @servicesource.org

Phone number: N/A

Philadelphia Technician Training Institute

Address: 1901 West Girard Avenue, Philadelphia, PA 19130

Website: https://ptt.edu/
Contact: Cathy Kirby Purdie
Email: aptt.edu
Phone number: (b) (6) (6) (7)(C)

Philadelphia Works

Address: 1617 JFK Boulevard Suite 1300, Philadelphia, PA 19103

Website: http://www.philaworks.org/

Contact: Sue Hoffman

Email: (a) (b) (b) (7) (a) philaworks.org Phone number: (b) (6), (b) (7) (C)

8. VIOLATION: During the period July 28, 2021 through July 27, 2022, B.W. Electric, Inc. failed to ensure that seniority practices, job classifications, work assignments and other personnel practices, did not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the B.W. Electric Inc.'s obligations under the "specifications" were being carried out, in violation of 60-4.3(a)7.m. Specifically, B.W. Electric, Inc. failed to demonstrate how it monitored all personnel and employment related activities to ensure that the EEO policy and the their obligations under the "specifications" were being carried out.

REMEDY: B.W. Electric, Inc. will ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment-related activities to ensure that its EEO policy and B.W. Electric Inc.'s obligations under the "specifications" are being carried out. Specifically, B.W. Electric, Inc. will use the data it collects to ensure thatseniority practices, job classifications, work assignments or other personnel practices do not have a discriminatory effect on women or minorities. B.W. Electric, Inc. will audit or examine existing personnel practices periodically to ensure that EEO obligations are being adequately addressed and incorporated into personnel practices and ensure current policies are reviewed regularly to identify any policies that are not equally applied.

9. VIOLATION: During the period July 28, 2021 through July 27, 2022, B.W. Electric, Inc. failed to conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities, as required by 41 CFR 60-4.3(a)7.1.

REMEDY: B.W. Electric, Inc. will conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc.,

such opportunities, as required by 41 CFR 60-4.3(a)7.1.

- 10. VIOLATION: During the period July 28, 2021 through July 27, 2022, B.W. Electric, Inc. failed to provide written notification to OFCCP within 10 working days of award of any construction subcontract in excess of \$10,000 that was made under a covered federal or federally assisted construction contract, as required by 41 CFR 60-4.2(d)3.
 - **REMEDY:** B.W. Electric, Inc. will provide written notification to OFCCP within 10 working days of award of any construction subcontract in excess of \$10,000 that is made under a covered federal or federally assisted construction contract, as required by 41 CFR 60-4.2(d)3. B.W. Electric, Inc. will provide notification via the Notification of Construction Contract Award Portal (NCAP) at https://www.dol.gov/agencies/ofccp/ncap.
- 11. VIOLATION: During the period of July 28, 2021 through July 27, 2022, B.W. Electric, Inc. failed to state in all solicitations or advertisements for employees placed by or on behalf of B.W. Electric, Inc., that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin, as required by 41 CFR 60-1.4(a)(2).
 - **REMEDY:** B.W. Electric, Inc. will state in all solicitations or advertisements for employees placed by or on behalf of B.W. Electric, Inc. that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin, as required by 41 CFR 60-1.4(a)(2).
- 12. VIOLATION: During the period of July 28, 2021 through July 27, 2022, B.W. Electric, Inc. failed to disseminate the "Pay Transparency Nondiscrimination Provision," using the language prescribed by the Director of OFCCP, to employees and applicants, as required by 41 CFR 60-1.35(c). Specifically, B.W. Electric, Inc. failed to incorporate the nondiscrimination provision into existing employee manuals or handbooks. In addition, OFCCP found that B.W. Electric, Inc.'s employee handbook includes a Discipline Policy which lists any discussion of employee wages as an offense that could lead to disciplinary action or immediate termination.
 - REMEDY: Within fifteen (15) calendar days of the effective date of this Agreement, B.W. Electric, Inc. will update its employee handbook to remove the reference to discussion of employee wages from its list of disciplinary offenses. In addition, B.W. Electric, Inc. will conduct a pay transparency campaign by disseminating and discussing the Pay Transparency Nondiscrimination Provision ("the Provision"), in multiple ways, including but not limited to: updating its employee handbook to include the Provision, using the language prescribed by the Director of OFCCP; providing written notification to all employees informing them of B.W. Electric Inc.'s non-discrimination obligations for individuals who inquire about, discuss, or disclose their compensation or the compensation of another employee or applicant, consistent with applicable law; training all individuals with supervisory status on these non-discriminatory obligations; and discussing the Provison in employee meeting(s). In order to facilitate the implementation

of this requirement, OFCCP has created two versions of the nondiscrimination provision which can be found on OFCCP's website.

13. VIOLATION: During the period of July 28, 2021 through July 27, 2022, B.W. Electric, Inc. failed to include the equal opportunity clause for E.O. 11246 in its subcontracts and/or purchase orders, either directly or by reference, in violation of 41 CFR 60-1.4(a)(c) and (d).

REMEDY: B.W. Electric, Inc. will include or reference the provisions of the equal opportunity clause in its subcontracts and purchase orders, as required by 41 CFR 60-1.4(a)(c) and (d).

IV. OFCCP Monitoring Period

1. **Recordkeeping.** B.W. Electric, Inc. agrees to retain all records relevant to the violations cited in Sections III above and the reports submitted in compliance with Paragraph 2, below. These records include underlying data and information such as Human Resources Information System (HRIS) and payroll data, job applications and personnel records, and any other records or data used to generate the required reports. B.W. Electric, Inc. will retain the records until this Agreement expires or for the time period consistent with regulatory requirements, whichever is later.

2. Contractor Reports.

B.W. Electric, Inc. agrees to furnish OFCCP with the following reports during the Monitoring Period according to the following schedule:

- a. Progress Report 1: Due on September 16, 2024, covering the period of September 01, 2023, through August 31, 2024.
- b. Progress Report 2: Due on September 15, 2025, covering the period of September 01, 2024, through August 31, 2025.

Documentation of the following will be provided with each progress report:

- i. Electronic diaries, telephone logs, letters or memos showing that B.W. Electric, Inc. encourages current minority and female employees to recruit other minority persons and women, where reasonable, provide after-school, summer and vacation employment to minority and female youth both on the site and in other areas of B.W. Electric, Inc. workforce.
- ii. Job advertisement, letters and emails showing B.W. Electric, Inc. disseminate its EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing B.W. Electric, Inc. EEO policy with other

- Contractors and Subcontractors with whom B.W. Electric, Inc. does or anticipates doing business.
- iii. A current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when B.W. Electric, Inc. has employment opportunities available, and maintain a record of the organizations' responses during the reporting period.
- iv. A current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral recruitment source or community organization and of what action was taken with respect to each such individual.
- v. A list showing the gender, race, and ethnicity of each employee; and where possible, the gender, race, and ethnicity of each applicant or Internet Applicant during the reporting period.
- vi. A copy of B.W. Electric, Inc. subcontracts to confirm inclusion of the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" and the "Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity" containing the applicable goals for minority and female participation in its construction subcontracts in excess of \$10,000.
- vii. Correspondence and letters showing its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students, and to minority and female recruitment and training organizations serving B.W. Electric, Inc.'s recruitment area and employment needs. Not later than one month prior to the date for acceptance of applications for apprenticeship or other training by any recruitment source, B.W. Electric, Inc. shall send written notification to organizations describing the openings, screening procedures, and tests to be used in the selection process.
- viii. Documentation of all referrals, applications, and hires made from minority, female and community organizations, to schools with minority and female students, and to minority and female recruitment and training organizations serving B.W. Electric, Inc.'s recruitment area and employment needs.
- ix. Documentation of monitoring efforts of all personnel and employment-related activities to ensure that the EEO policy and B.W. Electric Inc.'s obligations under the "specifications" are being carried out.
- x. Documentation to confirm that B.W. Electric Inc. conducted, at least annually, an inventory and evaluation of at least all of its minority and female personnel

- for promotional opportunities, and encouraged these employees to seek or prepare for promotional opportunities through appropriate training.
- xi. Documentation that B.W. Electric, Inc. provided written notification to OFCCP within 10 working days of award of any construction subcontract in excess of \$10,000 that was made under a covered federal or federally assisted construction contract.
- xii. A copy of all advertisements or solicitations for employees placed by or on behalf of B.W. Electric, Inc. that include the language to confirm that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- xiii. Copies of a B.W. Electric, Inc.'s subcontracts and purchase orders that include, either directly or by reference, the equal opportunity clause for E.O. 11246.

Pay Transparency Campaign

- i. A copy of B.W. Electric, Inc.'s employee handbook that includes the Pay Transparency nondiscrimination provision and removes the language prohibiting employees from discussing compensation.
- ii. Documentation showing B.W. Electric Inc.'s posted a copy of the Pay Transparency Nondiscrimination Provision poster in conspicuous places available to all applicants and employees.
- iii. Documentation to confirm that all employees received written notification of B. W. Electric Inc.'s non-discrimination obligations for individuals who inquire about, discuss, or disclose their compensation or the compensation of another employee or applicant.
- iv. Documentation to confirm that B. W. Electric, Inc. discussed the Provison in employee meeting(s). Documentation of the employee meeting(s) must include but is not limited to:
 - 1. A copy of the employee attendance roster; and
 - 2. A written summary of the information discussed and/or a copy of any presentation or written materials utilized during the meeting.
- v. Documentation of training, for all employees involved in compensation and all employees who hold supervisory status, on B.W. Electric Inc.'s non-discrimination obligations for employees and applicants who inquire about, discuss, or disclose compensation. This documentation will include:

- · Date, time, and place of the training;
- · Name and job title of each trainer;
- · A sign-in sheet listing the name and job title of each attendee; and
- Copies of the training and presentation materials presented.

B.W. Electric, Inc. will submit reports to:

Edward J. Rogers, District Director Robert N.C. Nix, Sr. Federal Bldg. 900 Market Street, Room 311 Philadelphia, PA 19107 (b) (6), (b) (7)(C) @dol.gov

B.W. Electric, Inc. and OFCCP have a common interest in the information being provided in the reports pursuant to this Agreement. To the extent any of the reports B.W. Electric, Inc. provides in accordance with this agreement are trade secrets, commercial, and/or financial in nature, and customarily kept private or closely-held, and B.W. Electric, Inc believes should remain confidential under Exemption 4 of the Freedom of Information Act (FOIA) in the event of a FOIA request, B.W. Electric, Inc. will provide such reports to OFCCP marked as "Confidential". In the event of a FOIA request, OFCCP will promptly notify B.W. Electric, Inc. of the FOIA request and provide B.W. Electric, Inc. an opportunity to object to disclosure. OFCCP will withhold disclosure of such reports to the maximum extent allowable by law.

3. Close of Monitoring Period and Termination of Agreement. This Agreement shall remain in effect until the monitoring period is completed. The monitoring period will close once OFCCP accepts B.W. Electric, Inc.'s final progress report as set forth in Part II, Paragraph 10 above. If OFCCP fails to notify B.W. Electric, Inc. in writing within sixty (60) days of the date of the final progress report that B.W. Electric, Inc. has not fulfilled all of its obligations under the Agreement, OFCCP will be deemed to have accepted the final report and the Monitoring Period and this Agreement will terminate. If OFCCP notifies B.W. Electric, Inc. within the allotted time that it has not fulfilled all of its obligations, this Agreement is automatically extended until the date that OFCCP determines B.W. Electric, Inc. has met all of its obligations under the Agreement or OFCCP determines that B.W. Electric, Inc. is in violation of the Agreement, at which point the procedures at 41 C.F.R. 60-1.32 will govern.

V. SIGNATURES

The person signing this Agreement on behalf of B.W. Electric, Inc. personally warrants that they are fully authorized to do so, that B.W. Electric, Inc. has entered into this Agreement voluntarily and with full knowledge of its effect, and that execution of this Agreement is fully binding on B.W. Electric, Inc.

This Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and B.W. Electric, Inc. 15342 S. Dupont Highway, Harrington, DE 19952.

Bryon Warren
Owner
B.W. Electric, Inc.
Harrington, DE 19952

(b) (6), (b) (7)(C)

DATE:
DA

(b) (6), (b) (7)(C)

Compliance Officer Philadelphia Mid-Atlantic

DATE: (b) (6), (b) (7)(C)