



**PROPOSAL FOR**  
**Bld. 4224 Cooling Towers Panel Build**  
**McNaughton-McKay,**  
**New Bern, NC**

**Automation and Controls Support**



### **PROPOSAL TERMS**

This proposal is made effective as of October 13, 2015 by and between McNaughton-McKay of 1000 Newman Rd., New Bern, NC 28562 and Sequence, Inc. of 100-C Staton Ct., Greenville, NC 27834. In this proposal, the party who is contracting to receive services will be referred to as "McNaughton-McKay" and the party who will be providing the services will be referred to as "Sequence".

**1. SERVICE PROVIDER QUALIFICATIONS.** Sequence is a Raleigh, NC based, full-service consulting firm specializing in providing unparalleled quality and compliance services to regulated industries. Our company provides a comprehensive realm of solutions including quality system consulting, validation planning and execution, equipment integration and startup, project management, quality assurance, technical writing, process engineering, auditing, and software configuration. Sequence values our partner-like relationship with clients by striving to provide effective and cost-efficient solutions to compliance. We have successfully performed services for many of the leading regulated manufacturers in the United States and thus have an experienced staff of professionals available. Sequence is comprised of leading industry professionals that are well versed and experienced in the latest industry trends. Please let us know if you would like more information about our services or view our website at [www.sequenceqcs.com](http://www.sequenceqcs.com).

**2. DESCRIPTION OF SERVICES.** Sequence will provide the requested Bld. 4224 Cooling Towers panels based on the customer supplied design and parts list:

Item #	Description	Cost
1	- Labor to include assembly and electrical schematics for two Cooling Tower control panels.	\$3,600.00
	Total:	\$3,600.00

**\*\* Note:** All materials to be supplied by McNaughton-McKay.

It is anticipated that this task can be completed within 30 days of receiving the Purchase Order. Upon request, Sequence will issue a separate proposal for any additional services or resources.

**3. PAYMENT FOR SERVICES.** In exchange for services, McNaughton-McKay will pay Sequence per the following payment schedule:

At award of Purchase Order: 75% of total order

Within 90 days of award of Purchase Order or after the implementation whichever occurs first: remaining 25% of total order

Invoices shall be paid within 60 days of receipt (by McNaughton-McKay).

**4. TERM AND CONDITIONS.** This proposal is valid for 30 days after the date stated in the opening paragraph. This Contract will terminate upon completion by Sequence of the Services specified by this Contract.

**5. CONFIDENTIALITY.** Sequence, and its employees, agents, or representatives will not at any time or in any manner, either directly or indirectly, use for the personal benefit of Sequence, or divulge, disclose, or communicate in any manner, any information that is proprietary to McNaughton-McKay. Sequence and its employees, agents, and representatives will protect such information and treat it as strictly confidential. This provision will continue to be effective after the termination of this Contract. McNaughton-McKay shall follow the same confidentiality terms for any proprietary information of Sequence including this proposal.

Upon termination of this Contract, Sequence will return to McNaughton-McKay all records, notes, documentation and other items that were used, created, or controlled by Sequence during the term of this Contract.

**6. NON-SOLICIT.** For the period of the contract plus 3 years after completion/termination of the contract, McNaughton-McKay will not directly or indirectly solicit, induce, or attempt to induce any employee of Sequence to terminate his or her employment with the company without the written consent of an authorized agent of Sequence.

**7. APPROVAL.** Issuance of this proposal indicates Sequence agrees to the terms and conditions specified in this proposal. Issuance of the Purchase Order indicates McNaughton-McKay agrees to the terms specified in this proposal.

**8. ATTACHMENTS.** N/A