



The State of New Hampshire JAN22'20 AM 10:07 DAS
Department of Environmental Services

Robert R. Scott, Commissioner



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January 14, 2020

His Excellency, Governor Christopher T. Sununu
and The Honorable Council
State House
Concord, NH 03301

REQUESTED ACTION

Authorize the Department of Environmental Services (DES) to enter into an agreement with 120WaterAudit, Inc. (VC #311980), Zionsville, IN in the amount of \$280,250 in order to provide services including the distribution of water filter pitchers and filter cartridges to at-risk mothers and infants exposed to arsenic in private water supply wells, effective upon Governor and Council approval through December 31, 2025. 100% Drinking Water/Groundwater Trust Fund.

Funding is available in the following account:

03-44-44-442010-3904-102-500731	<u>FY 2020</u>
Dept Environmental Services, DWGW Trust, Contracts for Program Services	\$280,250

EXPLANATION

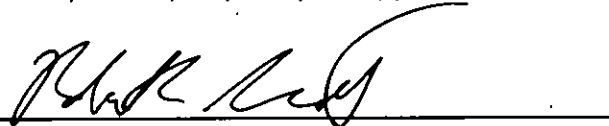
On July 12, 2019, Governor Christopher T. Sununu signed HB 261, directing the New Hampshire Department of Environmental Services (NHDES) to lower the drinking water and ambient groundwater limits for arsenic from 10 parts per billion (ppb) to 5 ppb. The passage of HB 261 followed a NHDES review of new health effects information on arsenic as directed by HB 1592, enacted in 2018. In light of the hazards posed to pregnant women and young children by levels of arsenic that are common in water from private wells in New Hampshire, the Drinking Water and Groundwater Advisory Commission approved NHDES' request for funds to implement this project. The project involves working with the state's network of clinics supported by USDA's Special Supplemental Nutrition Program - Women, Infants and Children (WIC) through NH Department of Health and Human Services (NHDHHS) to provide well water testing services to income-qualified pregnant women, followed up with water filter pitchers that are effective at removing arsenic, and replacement filter cartridges for three years. The project will be managed by NHDES in cooperation with NHDHHS.

NHDES issued a request for proposals, and conducted a conference call for potential respondents. One proposal was received. A review team of experienced NHDES and NHDHHS personnel evaluated the proposal based on numerous criteria, including: understanding of the services to be provided under this project; demonstrated understanding of the population served and issues and challenges related to private well testing; adequacy of the description of approach; qualifications, skills, and experience of staff; ability to meet project deadlines; and cost. Based on a meeting with the respondent and scoring of the final proposal, 120WaterAudit was selected. See Attachment A for the proposal scoring and list of reviewers.

This agreement provides funds for 120WaterAudit to conduct a 66-month project that includes development of protocols and materials for a 6-month pilot phase involving approximately 50 pregnant women, followed by evaluation of and revisions to protocols and materials for the full-scale project, which will make free well water testing for arsenic available to pregnant women using private wells, and will provide free water filter pitchers and replacement cartridges to those with arsenic test results above the new 5-ppb limit. During the 24-month full-scale phase of the project, all eligible pregnant women visiting the state's WIC clinics will be offered enrollment in the project, and participants will be followed for 24 months each, at the end of which they will be offered an additional 12-month supply of replacement cartridges if they participate in a wrap-up interview. 120WaterAudit will provide training and support to WIC clinic staff who will interact with the participants, and will provide direct support to participants. NHDES estimates that 1,728 pregnant women will participate in the water testing part of the project and 524 of those will receive filter pitchers and cartridges.

This agreement has been approved as to form, substance, and execution by the Office of the Attorney General. In the event that DWGW Trust Fund funds become no longer available, General funds will not be requested to support this program. This project has an information technology component: 120WaterAudit will collect and manage data regarding program activities and data regarding program participants; such as pregnancy status at time of enrollment, contact information, well water test results, and water filtration efforts. The information will be stored securely in the cloud using data security measures acceptable to NH Department of Information Technology (DoIT). A letter from DoIT indicating approval of the contract is attached.

We respectfully request your approval on this item.



Robert R. Scott
Commissioner



STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
27 Hazen Dr., Concord, NH 03301
Fax: 603-271-1516 TDD Access: 1-800-735-2964
www.nh.gov/doit

Denis Goulet
Commissioner

January 10, 2020

Robert R. Scott, Commissioner
State of New Hampshire
Department of Environmental Services
29 Hazen Drive
Concord, NH 03301

Dear Commissioner Scott:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a contract with 120WaterAudit, LLC of Zionsville, IN, as described below and referenced as DoIT No. 2020-045.

The purpose of this contract is for 120WaterAudit, LLC to provide services including the distribution of water filter pitchers and filter cartridges to at-risk mothers and infants exposed to arsenic in private water supply wells.

The amount of the contract is not to exceed \$280,250.00 and shall become effective upon Governor and Executive Council approval through December 31, 2025.

A copy of this letter should accompany the Department of Environmental Services' submission to the Governor and Executive Council for approval.

Sincerely,

Denis Goulet

DG/ik/ck
DoIT 2020-045

cc: Chris Simmers, IT Manager, DoIT

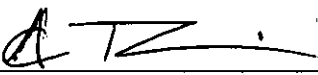
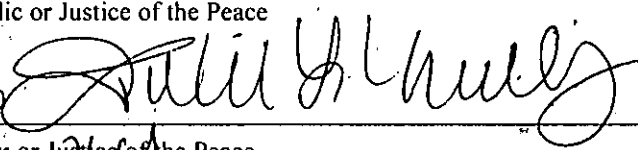
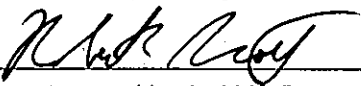
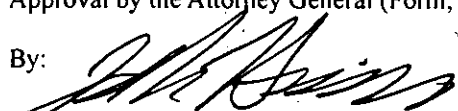
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1. State Agency Name NH Department of Environmental Services		1.2 State Agency Address 29 Hazen Drive, Concord NH 03301	
1.3 Contractor Name 120WaterAudit, Inc.		4. Contractor Address 250 S Elm St Zionsville IN 46077	
1.5 Contractor Phone Number 888-317-1510	1.6 Account Number DWGW TRUST 03-44-44-442010-3904-102	7. Completion Date 12/31/2025	1.8 Price Limitation \$280,250
1.9 Contracting Officer for State Agency Paul Susca; Planning, Protection & Assistance Supervisor		10. State Agency Telephone Number 603-271-7061	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory ANTHONY D. Rhine, VP of Sales	
1.13 Acknowledgement: State of <u>Indiana</u> County of <u>Boone</u> On <u>December 3, 2019</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace JULIE L. NEWBY Resident of Madison County, IN Commission Expires: May 10, 2020 			
1.13.2 Name and Title of Notary or Justice of the Peace Julie L. Newby Notary			
1.14 State Agency Signature  Date: <u>1-15-20</u>		1.15 Name and Title of State Agency Signatory Robert R Scott, Commissioner	
16. Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
17. Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <u>1/17/2020</u>			



18. Approval by the Governor and Executive Council *(if applicable)*

By:

On:

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement

those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event

of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91A or other existing law. Disclosure of data requires prior written approval of the State.

10. **TERMINATION.** In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in

detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. **CONTRACTOR'S RELATION TO THE STATE.** In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. **INDEMNIFICATION.** The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of

insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement: Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

19. CONSTRUCTION OF AGREEMENT AND TERMS.

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual

intent, and no rule of construction shall be applied against or in favor of any party.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

Exhibit A
Scope of Services

120WaterAudit, Inc. (120WA) will perform work outlined in the proposal entitled, "Response to June 24, 2019: Request for Proposals Program Services for Distribution of Filter Pitchers and Filter Cartridges to At-Risk Mothers and Infants Exposed to Arsenic in Private Water Supply Wells," (the Proposal, Exhibit D) dated September 2, 2019, as amended by "RFP-Clarifications" (Exhibit E) submitted to NHDES October 4, 2019 and incorporated herein by reference.

Stage 1: Pilot

In this stage, 120WA will be responsible for the following (Tasks 1 - 9):

1. Finalizing the project design, with input from the Project Advisory Committee (PAC).
2. Developing an evaluation and performance measurement plan for the pilot stage, subject to approval by NHDES and the PAC.
3. Developing (1) education, notification, and training materials as described in the Proposal, and consent and information-sharing forms for WIC clinic (the state's network of clinics supported by USDA's Special Supplemental Nutrition Program - Women, Infants and Children through NH Department of Health and Human Services) staff and project participants and (2) procedures in consultation with NHDES, the PAC, and WIC program directors. 120WA will provide a project-identifying sticker to be applied to filter pitchers used in the project; the design of the sticker will be provided by NHDES. All materials for participants will be developed in English and Spanish. Video-format instructions for participants will be designed so as to be understandable regardless of language.
4. Providing a data management system ("Digital Water Cloud" or DWC) as described in the Proposal to accommodate the data management needs of the project. The DWC will enable 120WA to track and report at a minimum the "data elements" listed in "Figure 1: Project Flow Chart for Phase 1" in the Funding Proposal. In addition, DWC will allow 120WA to track and report measures identified in the evaluation and performance measurement plan. The data will be stored in and accessible to NHDES through DWC.
5. Conducting "Stage 1" pilot project resulting in the participation (receipt of filter pitchers) by approximately 50 pregnant women in a subset of Supplemental Nutrition Program for Women, Infants and Children (WIC) clinics.

This includes training and orientation of WIC clinic staff, coordinating the notification and interpretation of test results to testing participants in coordination with the Public Health Laboratory, purchasing, packaging and shipping of ZeroWater filter pitchers (with project sticker applied and instructions) and replacement filters (at six-month intervals) to pitcher-using participants. NHDES will provide water testing sample bottles, postage-paid mailers, and water testing services. Enrollment of women in the pilot stage will continue until enough women are enrolled (testing participants) and have had their water tested to result in 50 women qualifying for filter pitchers (water testing above 5 ppb arsenic). Enrollment will end when approximately 50 pitcher-using participants have been enrolled. The first shipment to each filter participant will include a pitcher, sticker, instructions, and three filter cartridges. The second through fourth shipments will include three filter cartridges each.

6. Following up periodically (at least quarterly is anticipated) with pitcher-using participants to support pitcher use and gather information regarding pitcher use and any issues involving use of pitchers.
7. Evaluating and making adjustments to project design, materials, etc. Any substantial change resulting in increased cost would require modification of this contract.
8. Submitting quarterly reports to NHDES describing progress, identifying problems and proposing short-term changes if indicated, and summarizing "data elements."
9. Reporting results of the pilot stage and recommended changes in writing and in a meeting with the PAC.

Stage 2: Expand Pilot

In Years 2 and 3 120WA will be responsible for the following (Tasks 10 - 17):

10. Developing an evaluation and performance measurement plan for the remainder of the project, subject to approval by NHDES and the PAC.
11. Training all client-contact personnel in participating WIC clinics. Following initial training sessions, providing individual telephone- or web-based training to any new WIC clinic staff.

12. Supporting WIC clinic staff by phone during the 24-month enrollment period, during which up to all eligible women (pregnant, using private wells) will be offered enrollment, except that enrollment will cease when 1,700 women have enrolled in testing. Holding follow-up training sessions or conference calls if needed.
13. Coordinating the communication of test results to testing participants.
14. Shipping filter pitchers and replacement cartridges to each pitcher-using participant at six-month intervals for 24 months as in Task 5 up to a maximum of 524 pitchers and 6,288 filters.
15. Providing "Technical Support for Participants" as described in the Proposal for 24 months to each participant, including periodic contact with all pitcher-using participants to gather relevant information.
16. At the completion of each pitcher-using participant's 24-month participation period, including those participating in the pilot stage, conducting a wrap-up interview or survey and providing a coupon code for a free 12-month supply of filter cartridges.
17. Submitting quarterly reports to NHDES.

Stage 3: Complete Project

In years 4 to 6 120WA will be responsible for the following (Tasks 18 - 20):

18. Continuing to support pitcher-using participants through the end of each participant's 24-month participation period, conducting wrap-up interview or survey, and providing coupon codes for free filter cartridges.
19. Submitting quarterly reports to NHDES.
20. Following the completion of 24 months of follow-up with all pitcher-using participants, 120WA shall prepare a final report, including a summary of all project activities and results, evaluation of the project, and recommendations for scaling up the project to a larger population of pregnant women. 120WA will also present findings to the PAC in person. At the end of the 5-year term of NHDES' software license, NHDES will have the option to renew its software subscription, or in the case that subscription is terminated, will be provided an export of all project data. All of the project data in DWC shall be the property of NHDES.

**Exhibit B
Payment Terms**

All services shall be performed to the satisfaction of the Department of Environmental Services before payment is made. All payments shall be made upon receipt and approval of quarterly progress reports and upon receipt of the associated bi-annual invoice. If the invoice is less than the initial estimate, only the amount on the invoice will be paid. Payments shall be made in accordance with the following schedule:

- (1) Bi-annual invoice for costs incurred, including staff time, expenses, and the cost of filter pitchers and cartridges for the next 6-month period.
- (2) Annual software license (\$5,400 per year) invoiced in first invoice annually, in full.

**Exhibit C
Special Provisions**

1. Work must be completed by the completion date listed on the P-37 form (section 1.7). Requests for payment, along with required proof of work, must be submitted no later than 30 days after the completion date, or the grant will be closed out and funds will no longer be available.

2. The following section shall be added to Paragraph 15 "Workers' Compensation" following Section 15.2:

"15.3 120WaterAudit, Inc. represents that all of its employees are co-managed by Managepoint, LLC and that Managepoint, LLC maintains applicable Workers' Compensation coverage that extends to the employees utilized and retained by 120WaterAudit, Inc. 120WaterAudit, Inc. has provided a Certificate of Insurance listing Managepoint, LLC as the insured, 120WaterAudit, Inc. as a client to which coverage extends for co-managed employees, and the New Hampshire Department of Environmental Services as the Certificate Holder." The New Hampshire Department of Environmental Services has relied on a November 27, 2019 letter from Managepoint, LLC, signed by Scott R. Curson, HR Generalist and provided by 120WaterAudit, Inc."

Exhibit D

Response to June 24, 2019: Request for Proposals Program Services for Distribution of Filter Pitchers and Filter Cartridges to At-Risk Mothers and Infants Exposed to Arsenic in Private Water Supply Wells



120WaterAudit

September 2, 2019

Response to:

June 24, 2019: Request for Proposals Program Services for Distribution of Filter Pitchers and Filter Cartridges to At-Risk Mothers and Infants Exposed to Arsenic in Private Water Supply Wells

As Requested by:

New Hampshire Department of Environmental Services Drinking Water and Groundwater Bureau

Response Submitted By:

**Megan Glover, Cofounder & CEO
Erica Walker, Director, Environmental Policy & Programs
Logan Turner, Account Executive
Antony Rhine, Sales & Accounts Leader**

Megan Glover
Cofounder and CEO
120WaterAudit, INC
250 S Elm St
Zionsville, IN 46077

September 2, 2019

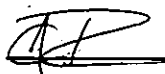
Paul Susca
N.H. Department of Environmental Services
29 Hazen Dr, PO Box 95
Concord NH 03302-0095

To Whom it May Concern:

It is with great interest that 120WaterAudit submits our proposal for Program Services for Distribution of Filter Pitchers and Filter Cartridges to At-Risk Mothers and Infants Exposed to Arsenic in Private Water Supply Wells.

Founded in May 2016 in Indiana, 120WaterAudit helps government agencies, facilities and public water utilities to plan, manage and execute water quality programs. Our commercial off-the-shelf cloud software and point of use kits have been implemented across the United States to manage these programs, visualize key performance indicators (KPI's), spot macro water quality trends and communicate the necessary information to the right stakeholders at the right time. Some of our current clients include: The Indiana Finance Authority, Chicago Public Schools, Chicago Department of Children and Family Services (Daycares), Maryland Department of Environment, and Pittsburgh Water & Sewer Authority.

We understand the impact that successfully executing this program has on the public health for the most vulnerable population in New Hampshire. We've spent countless hours over the last few years speaking with state agencies and utilities about their Water Quality Programs including Pitcher/Filter Programs which benefit from data management and cohesive unification of teams necessary to make data-driven, cost-effective decisions. Leveraging our domain expertise running Water Sampling and Pitcher/Filter distribution programs at scale, we trust you'll find our solution and unified team approach to tackling the New Hampshire Arsenic in Private Wells Pitcher/Filter program one that provides not only a superior model program but also one that is thoughtful, cost-effective and built with long-term sustainability in mind.

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Trust and the consultative relationships we've built with our clients are exceptionally important to us and something we're very proud of. We've been able to achieve this level of trust by developing clear guidelines and understanding as to what is being communicated, to whom and when.

Thank you for your consideration of 120WaterAudit. We look forward to the opportunity to work with the New Hampshire Department of Environmental Services Drinking Water and Groundwater Bureau and the other stakeholders to ensure the success of this Pitcher/Filter Program.

Respectfully,

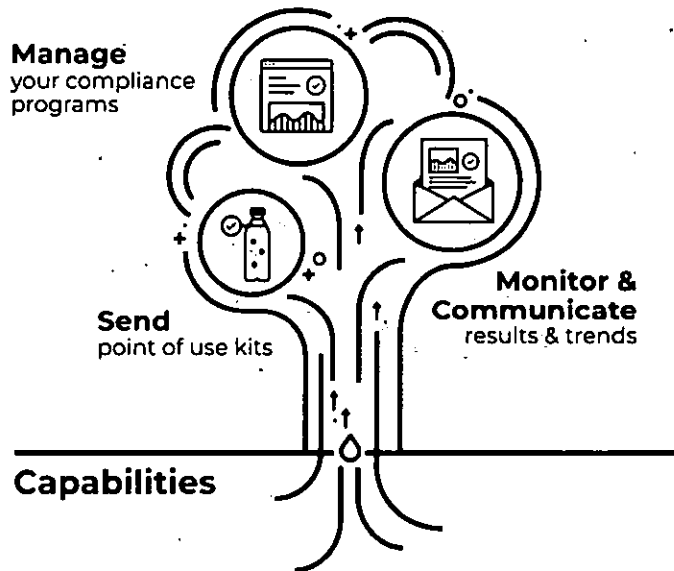
Megan C Glover
CoFounder & CEO
120WaterAudit
www.120WaterAudit.com
Megan@120WaterAudit.com
888.317.1510

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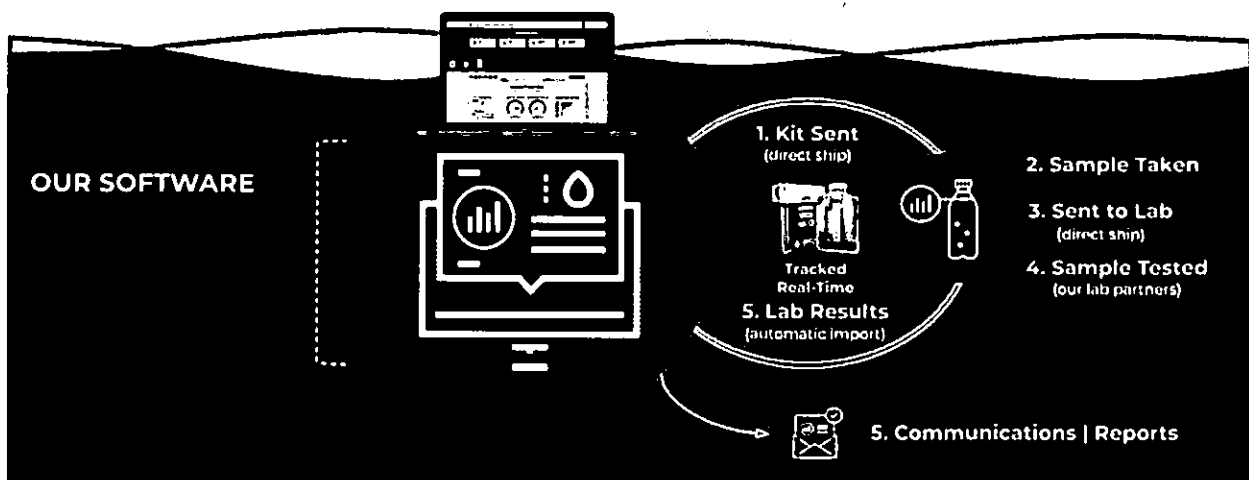
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Executive Summary

120WaterAudit is the leading digital water software and solutions company chosen by Government Agencies, Public Water Systems, Schools, Daycares and other Facilities and to plan, manage, execute and effectively communicate the results of drinking water quality programs. 120WaterAudit is the only company with a platform comprised of cloud-based software, point of use kits, and program services to manage the full life cycle of water quality programs.



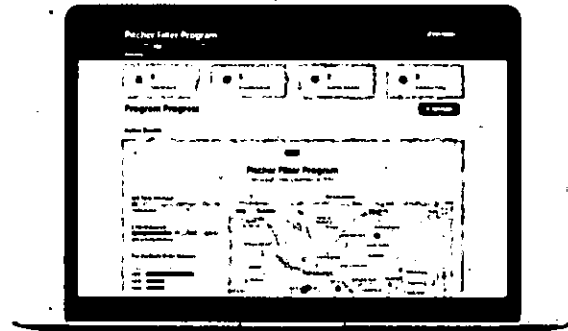
Our specific capabilities include water quality testing, tracking and use of software as a programmatic master database directly aligned with the program scope and structure being requested by the New Hampshire Department of Environmental Services Drinking Water and Groundwater Bureau. Our proven turnkey solution helps our customers execute regulatory programs, decrease cost and mitigate risk. 120WaterAudit's approach is unique and we are the only company that weaves in all of the capabilities detailed in this proposal--capabilities, which enable our clients to manage drinking water quality programs at scale.



Our approach is differentiated and unique as 120WaterAudit's Digital Water Cloud platform is a turnkey total solution that incorporates a proprietary water quality management cloud-based software, point of use kits, and program management. The purpose-built cloud-based software help our customers execute cost efficient programs that scale to manage current and future programs. Out-of-the-box, real-time reporting enables program leaders to easily access and visualize the program, water sampling data to view key performance indicators (KPI's) and spot macro water trends.

How Our Platform Works

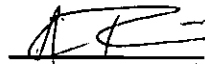
- Our **Digital Water Cloud Platform** is comprised of cloud **software and kits**.
- It is purpose-built and is **comprehensive, integrated, and modular**.
- It provides **everything** customers need to **manage all** of their water programs.



Over the last three years, 120WaterAudit's platform has been used in three (3) Statewide Programs, across 70,000 locations, facilities and fixtures, and to coordinate the sample collection of over 80,000 samples for their water quality programs. 120WaterAudit's platform is also used by Public Water Systems across 12 states to execute their water quality programs, including Lead and Copper Rule Program compliance, Lead Service Line Programs, Consumer Request Programs and Pitcher/Filter distribution Programs.

Our current clients include, but are not limited to: the Indiana Finance Authority, Chicago Public Schools, Chicago Department of Children and Family Services (Daycares), Maryland Department of Environment, Pittsburgh Water & Sewer Authority, City of Providence, RI, and the City of Kenosha, WI.

120WaterAudit proposes a *modified program* to the New Hampshire Department of Environmental Services Drinking Water and Groundwater Bureau that would include our team taking on the *Total Project Cost* for both the *Contractor* and *Pitchers & Filters* program components, as reflected in the program costs table, but not taking on any portion of the *Testing* component, including the allocation assigned as *Contract*.**

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This modified program will include *up to* 1,390 project management hours, *up to* 235 training/reporting hours, use of our commercial off-the-shelf software to manage the program, the dashboarding and reporting required to satisfy the program, as well as 120WaterAudit managing the distribution of ZeroWater pitchers and filters in totality (including the allocation assigned as *NHDES* in the program cost table).

120WaterAudit, in our existing partnership with ZeroWater, has identified that we can save costs previously budgeted by the New Hampshire Department of Environmental Services Drinking Water and Groundwater Bureau by utilizing our existing partnership and standard practices in distribution of pitchers and filters.

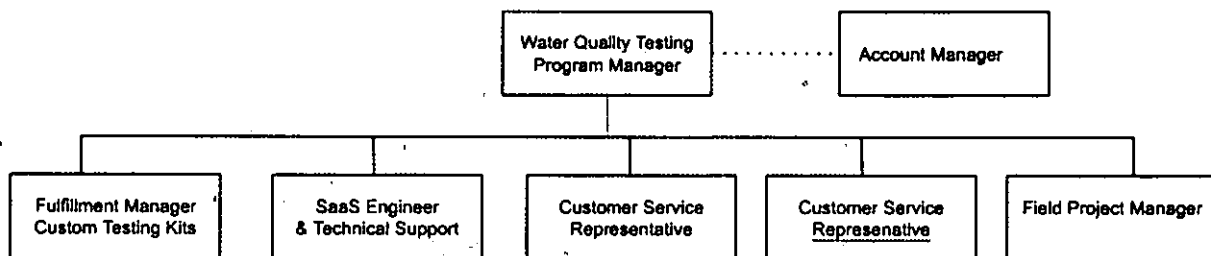
****Additionally, 120WaterAudit is selecting *not* to propose services associated with *Testing* as reflected in the program costs table. In review of this RFP, the breakdown of services to be managed via the NHDES vs. Contract do not align with our standard efficient business practice in testing and as such, we cannot commit to achieving the business goals detailed in either an efficient or cost-effective means as described.**

That stated, 120WaterAudit does offer this service as a turnkey solution--and can offer this solution while partnering with a lab of the New Hampshire Department of Environmental Services Drinking Water and Groundwater Bureau's choosing. Our team felt it more appropriate to leave this as a conversation to be had either directly during the RFP Evaluation period, or, to be detailed in the project design phase to follow award of the RFP.

120WaterAudit Qualifications and Staffing Plan

120WaterAudit has a dedicated team designed and purpose-built for managing and servicing our customer's programs in accordance with their requirements and expectations while ensuring flawless execution and the utmost customer satisfaction. The 120WaterAudit Customer Success team has a proven track record of managing our customer's water quality testing and pitcher/filter distribution programs, including providing exemplary customer support when questions, issues or needs arise.

Every 120WaterAudit customer has a dedicated Project Coordinator responsible for managing both the general day-to-day program needs and support needs necessitated by the customer's unique program. The PC is responsible not only for managing the relationship with the customer, but also the internal and external teams that are required to make the customer's program function in a flawless manner. As shown in the *example* diagram below this includes coordinating the 120WaterAudit fulfillment team, the SaaS Engineering team, field teams (when programmatically included), and our lab partners (when programmatically included).



Our Customer Success team has two primary service centers: Indianapolis, Indiana and Pittsburgh, Pennsylvania. Our standard hours of operation are Monday through Friday between the hours of 8am and 5pm EST, unless otherwise agreed upon with our customers. Support inquiries may be submitted via phone or email and, utilizing our customer support platform, will be routed to the appropriate, dedicated Project Manager for follow-up and resolution. Organizationally, our response and resolution SLAs, by priority, are as follows:

Low - 1st Response with 2 Business Days & 1 Month Resolution

Medium - 1st Response within 1 Business Day & 1 Month Resolution

High - 1st Response within 4 Hours & 48 Hour Resolution

Urgent - 1st Response within 1 Hour & 8 Hour Resolution

Phase I Project Specific Staffing

Erica Walker, Director of Environmental Policy & Programs

Erica Walker will be the **Project Manager (PM)**, will oversee all elements of this project and will report to NHDES and the PAC. Erica graduated from Indiana University with a Master's in Environmental Science and a Master's in Public Affairs in 2016 and focused on water quality and public health. After graduate school, Erica managed the Indiana Finance Authority's Lead Sampling Program which offered free lead in drinking water testing and technical assistance to over 900 K-12 schools across Indiana. Throughout this program, Erica developed training materials for school officials and field staff, coordinated contracting groups and assisted school officials in interpreting lead results and in selecting appropriate mitigation strategies. At 120WaterAudit, Erica collaborates with water utilities, state agencies and school districts and advises on water quality and public health initiatives.

Taylor Smith, Client Success Manager

Taylor Smith will be the **Project Coordinator (PC)** for this program and will work directly with participants, NHDHHS and WIC staff. She graduated from Indiana University-Purdue University Indianapolis in 2017 with a bachelor's in Environmental Science and focused on Earth and Water Resources as well as Environmental Public Health. While at IUPUI, Taylor was a Research and Outreach Assistant at the Center for Earth and Environmental Science, where she created and facilitated science-based educational programs for local youth communities. In 2017, Taylor was a Field & Technical Assistant for the Indiana Geological & Water Survey and was part of a team that collected over 57,000 drinking water samples in Indiana public schools. At 120WaterAudit, Taylor provides technical support to water utilities and helps home-owners across the country interpret water quality sampling results through 120WaterAudit's cloud-based software.

Methodology

Introduction

Arsenic is naturally present in groundwater and can be introduced through industrial activities. In New Hampshire, levels above 5 ppb were found in 30% of private wells. Inorganic arsenic is a confirmed carcinogen and current research of mother-infant pairs suggests that consuming water and food with even low levels of arsenic while pregnant could affect fetal development and exposure may be related to changes in birth length, weight and head circumference¹. Participants are unlikely to have backgrounds in water quality, making education about arsenic risks and ongoing technical assistance an essential component of this program. 120WA project staff will provide participants with an understanding of these topics, which will empower these mothers to protect themselves and their growing infants. Ultra-filtration has been shown to successfully reduce arsenic levels in drinking water if filters are properly used and maintained, which points back to the importance of thoughtful outreach and education.

In this section, we provide an overview of our proposed timeline, project materials and training, pitcher kits fulfillment plan, technical assistance approach, data management plan and project evaluation strategy.

¹ Gilbert-Diamond D, Emond JA, Baker ER, Korrick SA, Karagas MR. Relation between in utero arsenic exposure and birth outcomes in a cohort of mothers and their newborns from New Hampshire. *Environ Health Perspect*; doi: 10.1289/ehp.1510065 [Online 8 March 2016].

Phase I Project Timeline

January 2020 - June 2020	Develop pilot protocols, project materials, seek approval from NHDES, confirm expectations/plans with project partners and train WIC staff
July 2020-July 2021	Stage I: Implement and report on pilot project (50 participants)
August 2021-August 2023	Stage II: Extend/implement pilot to all WIC clinics (Up to 1700 participants)
September 2023- July 2025	Evaluate project with NHDES, NHDHHS and PAC and make recommendations for Phase 2.

Project Materials and Training for WIC Clinic Staff

The 120WaterAudit **Project Manager (PM)** will develop detailed protocols to cover project staff interactions, sample collection, results analysis, pitcher filter kit provision, data management and technical support for participants. The PM will submit protocols to the NHDES for review and will update protocols annually.

To guide project implementation, the PM will create intake and consent forms that are clear and simple for participants to fill out. To evaluate project effectiveness during the pilot study, the PM will create participant surveys, which will be reviewed and used to update protocols and project materials as needed. Intake forms, consent forms and participant surveys will be available in both english and spanish.

The PM will also develop training materials for WIC staff and will submit these to NHDES for review. WIC staff materials will include live/recorded webinars introducing the project, protocols, educational resources and project staff. These webinars will be hosted live at least once each year to reflect protocol changes and to allow WIC staff to ask questions. 120WA will also make webinar recordings available to WIC staff.

To further assist participants and WIC staff, 120WA will create videos on sample collection and pitcher/filter kit use and maintenance. Finally, 120WA will create educational info sheets on the project, sample collection, the importance of reducing arsenic in drinking water and use/maintenance of pitcher filter kits. These info sheets will be available in english and in spanish and revised as needed after the pilot period.

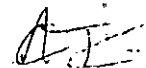
Pitcher Filter Kits

120WA will deliver pitcher filter kits to any participant with a water sample result ≥ 5 ppb arsenic. Kits will include a pitcher with sticker applied, replacement filters covering 24-months of normal volume use and written instructions on use and care in english and spanish.

Project Coordinators (PC) will also troubleshoot in the following scenarios:

- **If a participant loses a pitcher filter kit**, the PC will discover this during follow up correspondence, send another kit, and track this within the 120WaterAudit software.
- **If a participant does not receive a pitcher filter kit**, the PC will verify the participant's address and send a replacement kit and track this within the 120WaterAudit software.

120WaterAudit has proposed a *maximum* of 524 ZeroWater 10-cup Pitchers and 8,384 Filters to be distributed throughout this Phase I Project. As distributed, each Pitcher will be packaged, along with the requested New Hampshire Department of Environmental Services Drinking Water and Groundwater Bureau sticker, and accompanied by 16 filters for use over the subsequent 24-month period.



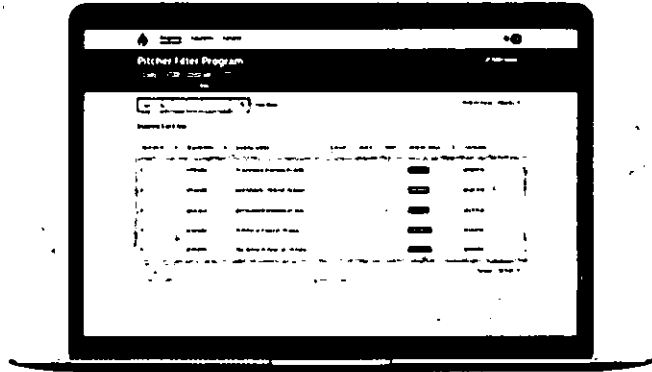
Technical Support for Participants

The 120WaterAudit.PC will contact all participants directly via phone and email to provide an interpretation of the water test results irrespective of the arsenic levels detected. If the arsenic level is ≥ 5 ppb, the PC will also confirm that a filter pitcher kit will be shipped and explain the process to each participant. The PC will then follow up with participants to answer questions, provide additional education and informational materials, provide additional replacement cartridges, encourage the use of the pitcher, and to gather data on the participant's use of the pitcher with surveys.

If the participants arsenic levels are < 5 ppb, 120WA will not contact the participant again unless those participants move locations, are served by a well and contact WIC staff again. 120WA will provide phone support in Spanish to participants as needed and will share support contact information (phone number and email) in printed materials distributed by WIC and in follow up contact with participants.

Data Management

120WaterAudit's cloud-based software is already used by state and local agencies, cities, public water systems and facilities to manage the entire lifecycle of their drinking water quality programs, including Pitcher/Filter programs, around the country and it will be the database system of record for this program.



The 120WaterAudit Water Quality Management Platform was purpose-built to execute to manage, monitor and report on programs in real-time including:

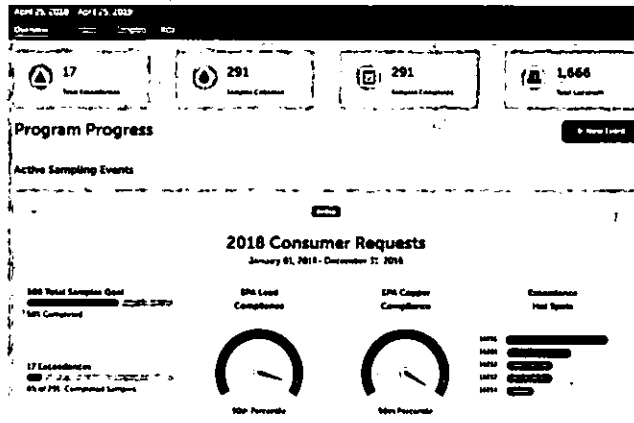
- Data Management
 - Manage all data needed to execute programs
- User & Role Permissions
 - 120WaterAudit's multi-tenant database structure allows our customers to manage platform access across multiple program stakeholders.
- Dashboards and Reporting
 - 120WaterAudit's Dashboard, Reporting module allows our customers and other users to get real-time access to metrics to track program success

Security and Scalability

The 120WaterAudit Water Quality Management Cloud-Based Platform includes a wide variety of security features and settings. We work to ensure security as we continue to develop the application. To help our clients along the way, 120WaterAudit is constantly evaluating and improving our security processes and tools including:

- Microsoft technology backed REST API and Data Stores
- SHA256 encrypted JWT API authentication
- Javascript based UI
- Azure Cloud Services, Data Management, and CDN
- Application, data, and CDN redundancies ensuring high uptime (99.9%) and disaster recovery.

The Project Coordinator and Project Manager will use the 120WaterAudit software to track participant information, ship and track pitcher filter kits, receive water sample testing lab results, track communication with participants, track performance metrics and to obtain data for regular reports.



The state laboratory will submit results data in an Electronic Data Deliverable (EDD) to the 120WaterAudit software and these results will be automatically uploaded and associated with the participant's address. Specific detailed protocol for results data delivery will be shared with the state laboratory during program implementation. NHDES will have administrative account access to the 120WaterAudit software so that it can view program progress and metrics.

Additionally, 120WaterAudit software's Custom Fields feature will be utilized to track the following data elements within the software:

Request ID	Request Status	Request Type	Requester Name	Requester Address	Requester City	Requester State	Requester Zip	Requester Phone	Requester Email	Requester Status
2018-0001	Completed	Consumer Request	John Doe	123 Main St	Philadelphia	PA	19101	215-555-1234	john.doe@email.com	Completed
2018-0002	Completed	Consumer Request	Jane Smith	456 Oak St	Philadelphia	PA	19102	215-555-5678	jane.smith@email.com	Completed
2018-0003	Completed	Consumer Request	Bob Johnson	789 Pine St	Philadelphia	PA	19103	215-555-9012	bob.johnson@email.com	Completed
2018-0004	Completed	Consumer Request	Alice Brown	101 Elm St	Philadelphia	PA	19104	215-555-3456	alice.brown@email.com	Completed
2018-0005	Completed	Consumer Request	Charlie Davis	202 Maple St	Philadelphia	PA	19105	215-555-7890	charlie.davis@email.com	Completed
2018-0006	Completed	Consumer Request	Diana Evans	303 Birch St	Philadelphia	PA	19106	215-555-2345	diana.evans@email.com	Completed
2018-0007	Completed	Consumer Request	Frank Green	404 Cedar St	Philadelphia	PA	19107	215-555-6789	frank.green@email.com	Completed
2018-0008	Completed	Consumer Request	Grace Hill	505 Birch St	Philadelphia	PA	19108	215-555-0123	grace.hill@email.com	Completed
2018-0009	Completed	Consumer Request	Henry King	606 Elm St	Philadelphia	PA	19109	215-555-4567	henry.king@email.com	Completed
2018-0010	Completed	Consumer Request	Ivy Lee	707 Maple St	Philadelphia	PA	19110	215-555-8901	ivy.lee@email.com	Completed

- # of participants reached (# of discussions)
- # of participants on private wells
- # of water samples distributed
- # of water samples returned to lab
- # of pitcher kits distributed
- # of water samples \geq 5 ppb arsenic
- All survey data

Pitcher Filter Program

January 01, 2018- December 31, 2019

100 Total Kits Goal

2% Delivered

2 Kits Delivered

40% of 5 Kits Ordered

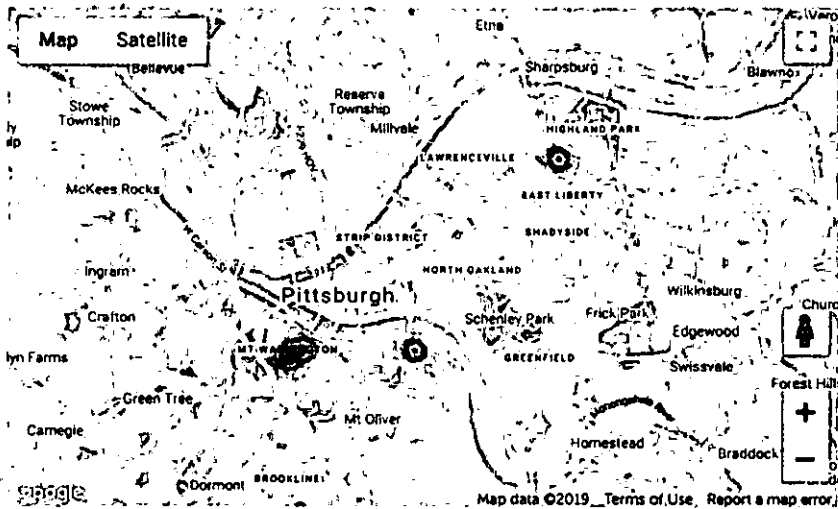
Top Zip Code Order Volumes

15211

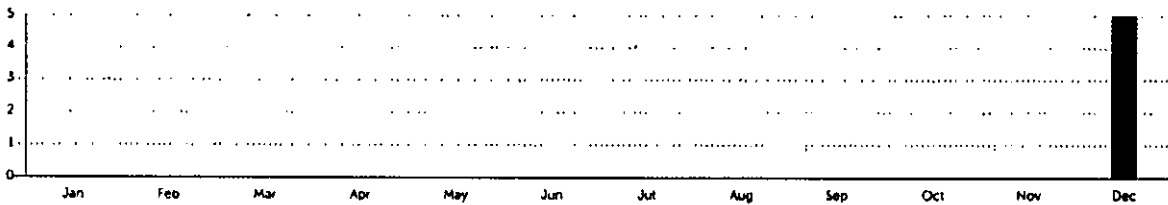
15206

15203

Kit Locations



Order Volume by Month



Kits by Status



Average Turnaround Time

2 Days

[Signature] | 12/31/19 | 18

Project Management and Evaluation

The **PM** will provide the following reports to NHDES and the PAC:

Pilot Stage

- Quarterly reports summarizing data elements, describing progress, detailing problems and recommending solutions as needed.
- A final report on the pilot including recommendations for improvement presented in writing and in person.

Years 2-5

- The PM will deliver quarterly reports summarizing data elements, describing progress, detailing problems and recommending solutions as needed.
- A final report, including a summary of all project activities and results, evaluation of the project, and recommendations for scaling up the project to a larger population of pregnant women. The PM will present on the findings in person and provide a written report.

Cost and Time

120WaterAudit proposes a *modified program* to the New Hampshire Department of Environmental Services Drinking Water and Groundwater Bureau that would include our team taking on the *Total Project Cost* for both the *Contractor* and *Pitchers & Filters* program components, as reflected in the program costs table, but not taking on any portion of the *Testing* component, including the allocation assigned as *Contract***.

This modified program will include *up to 1,390 project management hours, up to 235 training/reporting hours*, use of our commercial off-the-shelf software to manage the program, the dashboarding and reporting required to satisfy the program, as well as 120WaterAudit managing the distribution of ZeroWater pitchers and filters in totality (including the allocation assigned as *NHDES* in the program cost table).

120WaterAudit, in our existing partnership with ZeroWater, has identified that we can save costs previously budgeted by the New Hampshire Department of Environmental Services Drinking Water and Groundwater Bureau by utilizing our existing partnership and standard practices in distribution of pitchers and filters.

Project Management - service(s)	-	1,390	\$104,250
Training/Reporting - service(s)	-	235	\$35,250
120WA Software - 5 year SaaS subscription	1	-	\$27,000
ZeroWater 10-cup Pitchers, each with 16 Filters	524	-	\$105,000
Total			\$271,500

(note: 120WaterAudit's proposal of \$271,500, again, takes into consideration the *Total Project Costs*, and associated actions, for both the *Contractor* and *Pitcher & Filters* Items in scope and as components of the program costs table; **providing a net project savings of \$9,338.**)

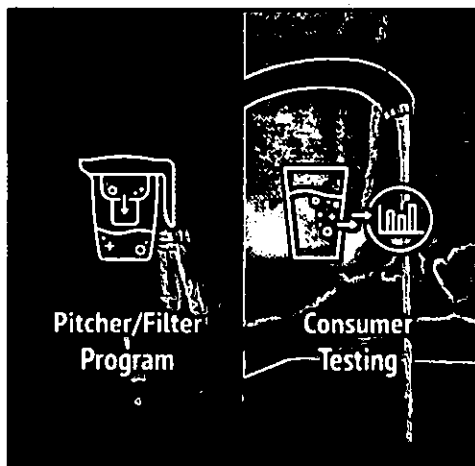
***Additionally, 120WaterAudit is selecting not to propose services associated with Testing as reflected in the program costs table. In review of this RFP, the breakdown of services to be managed via the NHDES vs. Contract do not align with our standard efficient business practice in testing and as such, we cannot commit to achieving the business goals detailed in either an efficient or cost-effective means as described.*

That stated, 120WaterAudit does offer this service as a turnkey solution--and can offer this solution while partnering with a lab of the New Hampshire Department of Environmental Services Drinking Water and Groundwater Bureau's choosing. Our team felt it more appropriate to leave this as a conversation to be had either directly during the RFP Evaluation period, or, to be detailed in the project design phase to follow award of the RFP.

Proposed Service/Product Descriptions

1. Project Management - service(s)
 - a. *as described in Methodology*
 - b. *Project Management hours NOT TO EXCEED 1,390 for Phase I Project*
 2. Training/Reporting - service(s)
 - a. *as described in Methodology*
 - b. *Training/Reporting hours NOT TO EXCEED 235 for Phase I Project*
 3. 120WaterAudit Software - 5-year SaaS Subscription
 - a. *as described in Methodology: Data Management*
 - b. *Enterprise license for use across Phase I Project*
 4. ZeroWater 10-cup Pitchers, with 16 Filters
 - a. *includes hardware, packaging and distribution*
 - b. *10-cup Pitchers will be shipped along with 16 Filters*
 - c. *Package and/or Pitcher to have sticker applied prior to delivery*
 - d. *Phase I Project NOT TO EXCEED 524 10-cup Pitchers*
 - e. *Phase I Project NOT TO EXCEED 8,384 associated Filters*
- **Optional: 120WaterAudit Water Testing Kits**
 - *could include the use of lab requested by the New Hampshire Department of Environmental Services Drinking Water and Groundwater Bureau*
 - *will include total-turnkey option for sample bottle, kitting, shipping to and from residence, for up to 1,748 testing participants at 1.5 samples each*
 - **quote can be provided upon request**

Previous Work



Proven Implementation Methodology

The 120WaterAudit Water Quality Management Platform is delivered along with a proven implementation methodology.

We have used this methodology to successfully implement point-of-use programs that have served over 70,000 location and facilities, 20 thousand households, and over 3000 users of the software platform.

Our robust methodology to take each customer program from contract signature to completion often includes a requisite **project design** phase, as requested in this RFP as the *next step* by the New Hampshire Department of Environmental Services Drinking Water and Groundwater Bureau. Our programmatic implementation process follows the following sequence, to ensure that our customers are able to meet the successful and measurable outcomes that they seek in their water quality programs:



Sales to Customer Success Handoff

During the Sales to Customer Success Handoff Phase, 120WaterAudit's Sales, Customer Success, Engineering and Fulfillment team will meet to discuss the details of your program as established throughout the sales process. The goal of this meeting is to ensure a smooth transition from the Sales team to the Customer Success team and start the requirements documentation process.

Customer Kick-off & Discovery

During the Customer Kick-off & Discovery Phase, your 120WaterAudit Sales Representative and Customer Success Representative will hold a formal Kick-off meeting with you and your team and begin the gathering and validating the requirements for your program. The goal of this phase is to gather all relevant Program & Platform requirements for your program so that they can be documented in a Program Blueprint.

Blueprint Creation & Approval

During the Blueprint Creation & Approval Phase, your 120WaterAudit Customer Success Representative will clearly and concisely document all Program & Platform requirements for your program. Once completed, this Blueprint will be delivered to you for your review and approval.

Implementation

Once you have reviewed and approved the Blueprint for your program, 120WaterAudit will begin the Implementation Phase. During this phase, your Customer Success Representative will mobilize the appropriate 120WaterAudit teams to set up your program and prepare for execution.

Go-Live

Once the Implementation phase is complete, we're ready for Go-Live.

Exhibit E

RFP-Clarifications

Key Customers

120WaterAudit has successfully implemented and continues to work with more than 26 customers across 12 states. These customers include:

- **The Indiana Finance Authority (IFA)**
- Chicago Public Schools
- **Chicago Department of Children and Family Services (Daycares)**
- Maryland Department of Environment
- Pittsburgh Water & Sewer Authority
- The City of Kenosha, WI
- New Mexico Department of Environment
- Providence Water, RI



For consideration by the New Hampshire Department of Environmental Services Drinking Water and Groundwater Bureau, we have highlighted two programs below:

- Chicago Department of Family & Child Services (Daycares)
- Indiana Finance Authority (IFA)

Chicago Department of Family & Child Services (Daycares)

Problem: Legislation requiring the testing of water in daycares left the City of Chicago with 3.5 months to test 230 daycare facilities. With a short timeframe, and synchronization across facilities management, field collectors and lab coordination, there was no room for error.

Solution: With 120WaterAudit's Platform, the sampling protocol was standardized and workflows automated to ensure timely sampling and remediation activities were not only executed but tracked and each step of the way. Globetrotters Engineering Corporation, the contractor of the Chicago daycare facilities, employed a team of field sampling staff. The 120WaterAudit Client Success Manager trained and managed the team and project using 120WaterAudit's kits and software. Additionally, this program used our lab partner, PACE for all sample testing. When sample results were above the action limit, 120WaterAudit triggered the fulfillment of a pitcher and a 6-month quantity of filters.

Impact:

- The 120WaterAudit commercial off-the-shelf solution ensured the program could be implemented and executed at a speed that is impossible to achieve with a custom solution.
- Standardization and sustainability of the program mitigates future compliance risk

Indiana Finance Authority (IFA)

When the Indiana Finance Authority and Indiana Department of Environmental Management wanted to provide free lead testing to all public schools in Indiana, they turned to 120WaterAudit's software and point-of-use testing kits in order to gain insight and execute the program at scale.

Problem: The IFA's primary objectives were to develop a uniform testing method, handle the field testing scheduling, and to provide real-time data through the software platform resulting in easily accessible snapshots of progress. The state also wanted to enable quick remediation decisions when fixtures (water fountains, faucets and kitchen sinks) in school buildings exceeded the lead action level of 15ppb.

Solution: The state publicized the program to all public schools and encouraged enrollment while 120WaterAudit configured a cloud-based platform that managed the execution of the program, facilitated lab coordination, and centralized the test results providing quick access to the dashboards and reports needed to effectively communicate with the public, and take action when deemed necessary. 120WaterAudit worked in conjunction with the Indiana Geological Survey who provided the field sampling staff.

Impact: By standardizing testing, schools that participated in the lead sampling program had access to actionable data that ensure safe drinking water for students. 120WaterAudit's School's Platform ensured each school had the tools needed to track and communicate at each step in the process. 61% of the schools in the program had at least one fixture over the EPA Action Level (15ppb). However, on average, only 8% of the fixtures in a given building were above the remediation threshold.

RFP - Clarifications

Program Timeline- Revised Understanding

Stage 1: Pilot

January 2020 - January 2021

- Develop project design, evaluation and performance plan and training/educational materials
- Conduct pilot programs (50 participants)
- Submit quarterly reports
- Evaluate project design

Stage 2: Expand Pilot

January 2021 - January 2025

- Develop new evaluation & performance plan
- Expand pilot projects (up to 1700 participants)
- Ongoing enrollment until 1/2023, support each participant for 24 months
- Conduct exit interview & provide filter coupons
- Submit quarterly reports

Complete Project

January 2025 - July 2025

- Prepare final reports
- Deliver findings in person

Pitcher Filter Distribution (including Coupon redemption & Distribution)

120WaterAudit shall deliver pitchers & filter cartridges to be shipped in 6 month increments aligning to the following schedule:

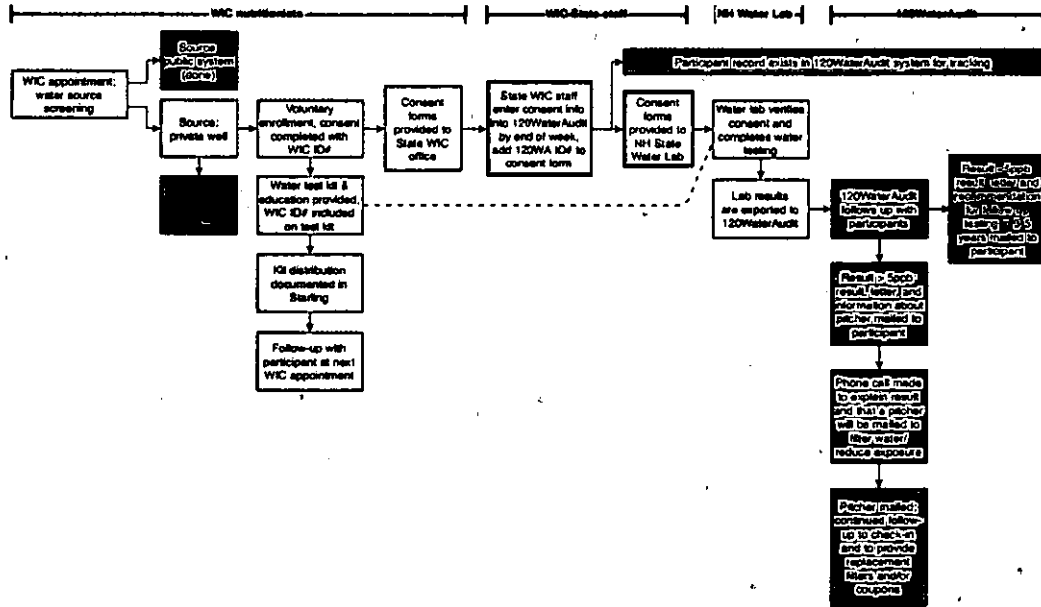
- Shipment 1: Pitcher with 3 Filter Cartridges
- Shipment 2: 3 Filter Cartridges
- Shipment 3: 3 Filter Cartridges
- Shipment 4: 3 Filter Cartridges
- Shipment 5: 6 Filter Cartridges via Online Coupon / Voucher Code

Pricing

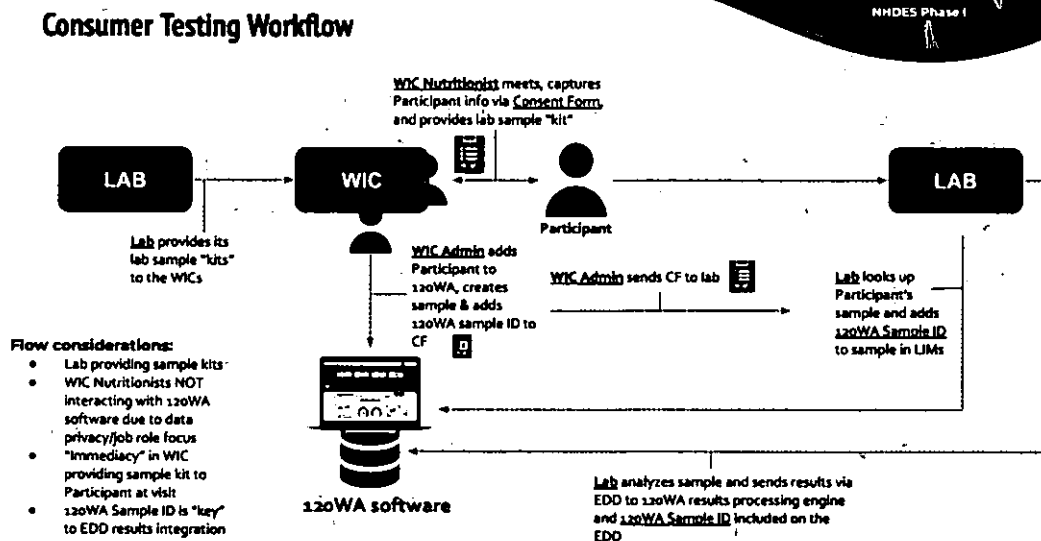
Project Management - service(s)	-	1,390	\$104,250
Training/Reporting - service(s)	-	235	\$35,250
120WA Software - 5 year SaaS subscription	1	-	\$27,000
Pitcher/Filter Distribution (ZeroWater 10-cup, including Coupon redemption; described above)	524	-	\$113,750
Total			\$280,250

Workflow Chart Alignment

NHDES:



120WaterAudit Confirmation of NHDES Workflow:



Previously Delivered: Questions & Concerns Responses

(1.) The proposal demonstrates some shortcomings with respect to the first three evaluation criteria listed on page 5 of the RFP. Would you please provide additional information to address this?

Understanding of services to be provided under this contract	20%
Demonstrated understanding of the population served and issues and challenges related to private well testing and the adoption of protective behaviors such as the use of filter pitchers	20%
Adequacy of description of approach, including approach to addressing a variety of circumstances (e.g., participant loses test kit, fails to mail water sample, loses pitcher, does not receive a pitcher or cartridge shipment, etc.)	20%
Qualifications, skills and experience of staff.	20%
Ability and commitment to complete the project within 66 months of starting, assuming a start date of January 1, 2020	10%
Cost and ability to leverage Contract funds	10%

Topic 1 (Tony)

To be discussed during On-site

Topic 2 (Erica)

The potential barriers associated with testing and mitigating environmental health risks from private wells are cost and inconvenience. This program inherently addresses the former by covering the cost of sampling as well as pitcher/filters. 120WA will be addressing and assessing the latter. As participation is voluntary, education about the risks, technical assistance and ongoing support are critical. Instructions for ongoing filter use need to be clear and ongoing encouragement to use filters will be necessary during this short but hectic time in the participants' lives.

Topic 3 (Jon)

Loss: There are two primary mechanisms we will employ to determine if a pitcher filter kit loss has happened. First and foremost, the pitcher filter kit recipient will receive information within the kit itself on how to contact 120WaterAudit Support (via phone or email) should a loss (or any other issue or question) occur. Secondly, as a part of the 120WaterAudit PC's regular follow-ups, we will ensure loss is a topic of discussion. Should it be determined that a loss has occurred, using either of these mechanisms, a new pitcher filter kit will be sent to the resident, with full tracking capabilities available within the 120WaterAudit software.

Not Delivered: As a part of the 120WaterAudit outreach program, we will actively track the shipment of pitcher filter kits within the 120WaterAudit software and, once a kit's status indicates that it has been delivered, we will call the participant to confirm receipt. In the event that the participant does not receive

their pitcher filter kit, we will verify their address and send a replacement kit, with full tracking capabilities available within the 120WaterAudit software.

(2.) *You propose to ship the pitchers and replacement cartridges in a single shipment to each participant. The RFP calls for periodic shipments coinciding with follow-up contact with participants to keep them engaged and provide support. (Tony)*

120wateraudit is happy to reframe our services to follow said periodic shipments. However, cost increases dramatically for this approach to shipping. We provided our best-in-class solution approach to delivery to participants--which is used across our entire customer base--which does provide the most cost-effective approach as well.

Response following onsite 9/30: Discussions between NHDES and 120WaterAudit concluded that filter cartridges will be shipped in 6 month increments aligned with the following schedule:

- Shipment 1: Pitcher and 3 Filter Cartridges
- Shipment 2: 3 Filter Cartridges
- Shipment 3: 3 Filter Cartridges
- Shipment 4: 3 Filter Cartridges
- Shipment 5: 6 Filter Cartridges via Coupon Voucher Code

(3.) *The RFP also calls for coupons for a third year of replacement cartridges; this is an important component to (1) encourage the behavior of obtaining the cartridges at a store and (2) boost participation in the final survey/interview. Are you willing to modify your proposal to conform with the RFP in this regard? (Tony)*

Yes, will discuss in meeting. Not pricing impactful

Response following onsite 9/30: Discussions between NHDES and 120WaterAudit concluded that coupons will be distributed and issued as voucher codes for one year supply of filter cartridges.

(4.) *What happens to the data after NHDES's 5-year software license runs out?*

120WaterAudit is a SaaS provider-- as a part of our licensing structure the NHDES team will have access to the software and data within the platform throughout the proposed term. At the end of the 5-year term, NHDES will have the option to renew its software subscription, or in the case that subscription is terminated, we will enable an export of your data. It is important to note that the data in the platform is NHDES data.

Response following onsite 9/30: Data collected and reported on within this program is owned by the NHDES. 120WaterAudit will assist in the exporting of data in formats requested by the NHDES.

(5.) *Does the fact that you are in Indiana pose a problem to satisfactorily completing this work and in particular being attentive to the needs of the WIC mother population? (Logan)*

No. In fact, to date, 120wateraudit serves similar programs nationwide managing over 160,000 locations, across states including Texas, New Mexico, Colorado, Wisconsin, Pennsylvania, Maryland, New Jersey and others.

Response following onsite 9/30: Our Customer Success team has a breadth of experience interacting with residents/participants of all economic backgrounds, communicating scope of work within the specific program, instructions, answering questions or concerns as well as assisting residents/participants in understanding program results and remediation recommendations.

(6.) Please demonstrate that you have experience with this type of work from a public health and human-contact perspective. (Erica)

120WaterAudit currently works directly with school and childcare communities as well as homeowners interested in protecting themselves from water quality risks in 12 states. We interact with these communities to deliver sample and filter kits, answer questions regarding water sample collection, educate on pitcher filter use to reduce lead and copper exposure and discuss water quality and health risks. Today, twenty Public Water Systems rely on 120WA to provide technical support to homeowners included in their Lead and Copper Rule Tier sampling lists and/or Lead Service Line Replacement Programs. For example, a best practice in Lead Service Line Replacement Programs is to provide homeowners with a pitcher filter after replacement as particulate lead can be released for nearly 6 months following construction work. In these programs, 120WA ships both samples and pitchers, encourages kit use and answers incoming questions from participants on this important, complicated and sensitive public health topic. These communities are often busy and unfamiliar with water quality issues, which is why our staff is diligent and clear in how we communicate with each participant throughout the life of the program.

(7.) Please provide contact information for the clients you mention so that we may be in touch with them. (Tony)

We will provide such contact information upon request; however, we are sensitive to our customers calendars, as we presume you would ask us to be. Our standard process is once we are understood to be the vendor of choice technically, we will make an introduction as a part of the business evaluation as a final step prior to engagement.

(8.) How will the data be stored in your cloud-based system and will it be available to us in perpetuity? (Dan)

The data is stored in our cloud software's relational database. The data will be available in our cloud software in perpetuity as long as NHDE maintains its software subscription.

(9.) Does the software license represents a good value in terms of the project's needs? (Tony)

Yes; our software is competitively priced in the market with software built to manage data and programs of similar scale. 120WaterAudit took NHDES specific scenario into consideration as well and has pre-enabled discounts to reflect our desire to partner on this fantastic project.

(10.) Please provide more information on your ability to interpret the evaluation component of this work. (Erica)

Our team has training and technical expertise in water quality as well experience managing public health-related programs such as sampling in schools and childcare facilities. Elements of these programs typically include defining, measuring and reporting on effectiveness. For this project, 120WA will use the

platform and surveys to track performance following NHDES and the PAC approval of the evaluation and performance measurement plan. We will be quantitatively assessing participation, engagement throughout the project, sample results and pitcher kit distribution/use. The survey work will allow us to qualitatively assess how participants felt about program offerings and pitcher use. By bringing these two approaches together, we will be able to provide the state with a holistic view of the impact and effectiveness of this program as well as recommendations for expanding the program state-wide.

(11.) Are we correct in assuming you would provide training to State of NH staff in the use of the software? (Jon)

Yes, your 120WaterAudit PC will host a comprehensive software training session, tailored to your specific program, prior to the program going live. In addition to this initial training session, your 120WaterAudit PC will host additional sessions as deemed necessary and requested by the State of NH staff.

(12.) The proposal refers to a 5-year software subscription; are we correct in assuming we would be able to use the software until the project is concluded, which might be 5.5 years or more? (Logan)

Our software license is priced at, and reflects a 5-year term. NHDES would have the option to renew its usage of the software annually thereafter.

(13.) Would we be able to extract all of the project-related data before the software subscription runs out? (Logan)

Answered in Question 8.

(14.) How often will the contractor follow up with participants receiving pitcher filters? (Erica)

Response following onsite 9/30:

We align our outreach schedule with the proposed filter replacement/shipment schedule. 120WA will follow up with each participant 4 times to let them know the shipment is coming, answer questions about the program, gather feedback and to (most importantly) encourage use.

**Attachment A
Contractor Proposal Rankings**

Proposals and Rankings

Applicant	Proposal Score	Final Ranking
120WaterAudit	88	1

Review Team Members

Name	Years of Experience	Department	Bureau	Title	Justification
Susan Wnuk	27	Community Action Program, Belknap-Merrimack Counties	WIC program	Local Agency Program Director	WIC contractor, oversees services to Belknap, Merrimack, Grafton and Coos counties
Laurie R Rardin	25	Dartmouth College	Toxic Metals Superfund Research Program	Research Translation Coordinator	Expertise in interventions for contaminants in private wells
Paul Susca	39	NH DES	Drinking Water & Groundwater	Administrator III	Planning, Protection, & Assistance Section Manager
Michael Juranty	24	NH DES	MtBE Remediation	Administrator IV	arsenic remediation and treatment expertise
Sara Riordan	40	NH DHHS	Population Health and Community Health Services	PRAMS Project Coordinator (Pregnancy Risk Assessment Monitoring System)	Maternal and child health interventions
Karen Crayer	17	NH DHHS	Population Health and Community Services	Epidemiologist	Interventions to reduce exposure to contaminants
Lissa Sirois	12	NH DHHS	Population Health and Community Services	Administrator II	Coordinates WIC program
Amanda Cosser	13	NH DHHS	Public Health Laboratories	Administrator I	Monitoring people for exposure to chemicals
Luçio Barinelli	31	NH DHHS	Public Health Laboratories	Administrator III	Water Analysis Laboratory, Technical Director of Chemistry
Melissa Josefiak	8	NH DHHS	Public Health Laboratories	Program Specialist IV	Monitoring people for exposure to chemicals

State of New Hampshire

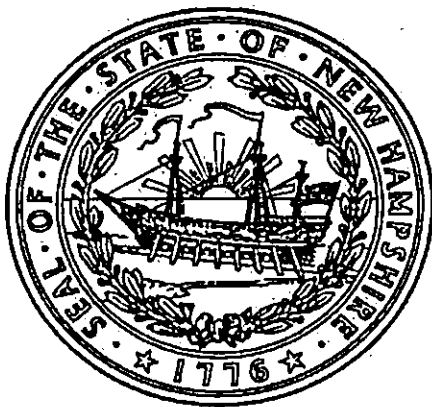
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that 120 WATER AUDIT, INC is a Delaware Profit Corporation registered to transact business in New Hampshire on October 28, 2019. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 829866

Certificate Number: 0004763895



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 14th day of January A.D. 2020.

A handwritten signature in black ink, appearing to read "William M. Gardner".

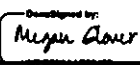
William M. Gardner
Secretary of State

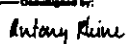
Delegation of Authority Form

120 Water Audit, Inc. (the "Company") grants authority to certain individuals to approve and execute various contracts and other transactions, and allows them to delegate their authority to other qualified individuals within the Company. This form is required to add, change, or revoke a delegation of authority. All delegations, changes, or revocations are made pursuant to the Company's existing policies.

Delegator Information	
Request Type (<i>check one</i>):	<input checked="" type="checkbox"/> Add delegation <input type="checkbox"/> Revoke delegation <input type="checkbox"/> Change delegation
Delegator Name and Title: Megan Glover, Chief Executive Officer	
Email: megan@120wateraudit.com	

Add New Delegation		
Delegatee Title: Authorized Signatory		
Effective Date of Delegation: 11/26/2019		Expiration Date of Delegation: 12/10/2019
Delegated Powers and Authority (e.g., contract or transaction type)	Subdelegations Allowed? (Yes/No)	Delegation Limitations (e.g., dollar limits, dual signatures, approvals required)
Enter into customer contracts on behalf of the Company	No	

Signatures	
Delegator Signature: 	Date: 11/26/2019

For adding new delegations only:	
By signing below, I accept full responsibility for the delegation of authority granted herein and agree to comply with the limitations on such authority and the terms of the Company's existing policies. Any misuse of delegated authority by me may result in disciplinary action.	
Delegatee Signature: 	
Printed Name of Delegatee: Antony Rhine	Date: 11/26/2019

Delaware

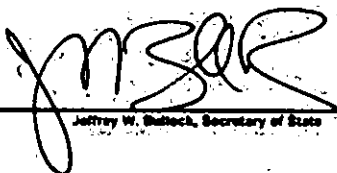
The First State

Page 1

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF CONVERSION OF AN INDIANA LIMITED LIABILITY COMPANY UNDER THE NAME OF "120 WATER AUDIT LLC" TO A DELAWARE CORPORATION, CHANGING ITS NAME FROM "120 WATER AUDIT LLC" TO "120 WATER AUDIT, INC.", FILED IN THIS OFFICE ON THE THIRTEENTH DAY OF SEPTEMBER, A.D. 2019, AT 10:11 O'CLOCK A.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.




Jeffrey W. Bullock, Secretary of State

7606168 8100F
SR# 20197020412

Authentication: 203589327
Date: 09-13-19

You may verify this certificate online at corp.delaware.gov/authver.shtml

State of Delaware
Secretary of State
Division of Corporations
Delivered 10:11 AM 09/13/2019
FILED 10:11 AM 09/13/2019
SR 20197020412 - File Number 7606168

**STATE OF DELAWARE
CERTIFICATE OF CONVERSION
FROM A LIMITED LIABILITY COMPANY TO A
CORPORATION PURSUANT TO SECTION 265 OF
THE GENERAL CORPORATION LAW OF THE STATE OF DELAWARE**

120 Water Audit LLC, an Indiana limited liability company (the "Company"), desiring to convert to a Delaware corporation (the "Conversion") pursuant to Section 265 of the General Corporation Law of the State of Delaware, as amended (the "DGCL"), submits this Certificate of Conversion and certifies as follows:

1. The jurisdiction where the Company first formed is Indiana.
2. The jurisdiction immediately prior to filing this Certificate of Conversion is Indiana.
3. The date the Company first formed is March 7, 2016.
4. The name of the Company immediately prior to filing this Certificate of Conversion is 120 Water Audit LLC.
5. The name of the Company following the Conversion as set forth in its Certificate of Incorporation is 120 Water Audit, Inc.
6. The Conversion shall be effective upon the filing of this Certificate of Conversion with the Secretary of State of the State of Delaware.

IN WITNESS WHEREOF, the undersigned, being a duly authorized officer of the Company, has executed this Certificate of Conversion on the 13 day of September, 2019.

120 WATER AUDIT LLC

DocuSigned by:
Megan Glover
By: _____
Megan Glover, Chief Executive Officer

Delaware


The First State

Page 1

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE DO HEREBY CERTIFY THAT THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF INCORPORATION OF "120 WATER AUDIT, INC." FILED IN THIS OFFICE ON THE THIRTEENTH DAY OF SEPTEMBER, A.D. 2019, AT 10:11 O'CLOCK A.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.




Jeffrey W. Bullock, Secretary of State

7606168 8100F
SR# 20197020412

You may verify this certificate online at corp.delaware.gov/authver.shtml

Authentication: 203589327
Date: 09-13-19

State of Delaware
Secretary of State
Division of Corporations
Delivered 10:11 AM 09/13/2019
FILED 10:11 AM 09/13/2019
SR 20197020412 -- File Number 7606168

**CERTIFICATE OF INCORPORATION
OF
120 WATER AUDIT, INC.**

Pursuant to Section 102 of the
Delaware General Corporation Law

The undersigned, in order to form a corporation for the purposes hereinafter stated, under and pursuant to the provisions of the General Corporation Law of the State of Delaware (the "DGCL"), does hereby certify as follows:

ARTICLE I
NAME

The exact name of the corporation is 120 Water Audit, Inc. (the "Corporation").

ARTICLE II
REGISTERED OFFICE AND REGISTERED AGENT

Section 2.01. Registered Office. The registered office of the Corporation in the State of Delaware is located at address The Corporation Trust Center, 1209 Orange Street, in the city of Wilmington, county of New Castle, Zip Code 19801

Section 2.02. Registered Agent. The name of the Corporation's registered agent at the above address is The Corporation Trust Company

ARTICLE III
PURPOSES

The purposes of the Corporation are to engage in any lawful act or activity for which corporations may be organized under the DGCL. The Corporation shall have all powers necessary or convenient to the conduct, promotion or attainment of such acts and activities.

ARTICLE IV
DURATION

The Corporation is to have perpetual existence.

ARTICLE V
CAPITAL STOCK

Section 5.01. Classes of Stock. The aggregate number of shares which the Corporation shall have authority to issue is one million five hundred thousand (1,500,000) shares of capital stock all of which shall be designated "Common Stock" and have a par value of \$0.0001 per share.

Section 5.02. **General.** The Common Stock shall have all of the rights accorded to shares under the DGCL, including, but not limited to, voting rights and all rights to distribution of the net assets of the Corporation upon dissolution.

Section 5.03. **Voting.** The holders of the Common Stock are entitled to one vote for each share of Common Stock held at all meetings of stockholders (and written actions in lieu of meetings). There shall be no cumulative voting. The number of authorized shares of Common Stock may be increased or decreased (but not below the number of shares thereof then outstanding) by the affirmative vote of the holders of shares of capital stock of the Corporation representing a majority of the votes represented by all outstanding shares of capital stock of the Corporation entitled to vote, irrespective of the provisions of Section 242(b)(2) of the DGCL.

Section 5.04. **Consideration.** Shares of Common Stock may be issued for any consideration consistent with the DGCL, including tangible or intangible property or benefit to the Corporation, at such price and amount per share as may be determined by the Board of Directors of the Corporation (the "**Board of Directors**").

ARTICLE VI **AMENDMENT TO BYLAWS**

In furtherance and not in limitation of the powers conferred by statute, the Board of Directors is expressly authorized to make, repeal, alter, amend and rescind any or all of the Bylaws of the Corporation.

ARTICLE VII **DIRECTORS**

Section 7.01. **Number.** The number of directors of the Corporation shall be determined in the manner set forth in the Bylaws of the Corporation.

Section 7.02. **Elections.** Elections of directors need not be by written ballot unless the Bylaws of the Corporation shall so provide.

Section 7.03. **Meetings.** Meetings of stockholders may be held within or without the State of Delaware, as the Bylaws of the Corporation may provide. The books of the Corporation may be kept outside the State of Delaware at such place or places as may be designated from time to time by the Board of Directors or in the Bylaws of the Corporation.

Section 7.04. **Removal of Directors.** Any director may be removed, with or without cause, only by the stockholders of the Corporation entitled to vote for the election of that director and only at a meeting of the stockholders called for the purpose of removing the director, the notice of which shall state that the purpose or one of the purposes of the meeting is to remove the director, and only if the number of votes cast to remove the director by stockholders entitled to vote for the election of such director exceeds the number of votes cast by such stockholders not to remove the director, or pursuant to a written consent in lieu of a meeting of the stockholders entitled to vote for the election of such director. No director may be removed except as provided in this **Section 7.04.**

ARTICLE VIII
INDEMNIFICATION

Section 8.01. Indemnification of Directors. To the fullest extent permitted by the DGCL, as the same exists or as may hereafter be amended, a director of the Corporation shall not be personally liable to the Corporation or its stockholders for monetary damages or breach of fiduciary duty as a director. The Corporation shall indemnify to the fullest extent permitted by law any person made or threatened to be made a party to an action or proceeding, whether criminal, civil, administrative, or investigative (a "Proceeding"), by reason of the fact that he or she or his or her testator or intestate is or was a director of the Corporation or any subsidiary of the Corporation or any predecessor of the Corporation or any subsidiary of any predecessor of the Corporation, or serves or served at any other enterprise as director at the request of the Corporation or any predecessor to the Corporation, or acted at the direction of any such director against all expense, liability and loss actually and reasonably incurred or suffered by such person in connection therewith.

Section 8.02. Standard of Conduct of Directors. Any indemnification under this Article VIII (unless ordered by a court) shall be made by the Corporation upon a determination that indemnification of the director is proper in the circumstances because he or she has met the applicable standard of conduct set forth in the DGCL, as the same exists or hereafter may be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Corporation to provide broader indemnification rights than said law permitted the Corporation to provide prior to such amendment).

Section 8.03. Payment of Expenses. Expenses (including attorneys' fees) incurred by a director of the Corporation in defending a Proceeding shall be paid by the Corporation in advance of the final disposition of such Proceeding upon receipt of an undertaking by or on behalf of the director to repay all amounts so advanced in the event that it shall ultimately be determined that such director is not entitled to be indemnified by the Corporation as authorized in this Article VIII. The indemnification and advancement of expenses provided by this Article VIII shall not be deemed exclusive of any other rights to which a person seeking indemnification or advancement of expenses may be entitled under any law (common or statutory), by-law, agreement, vote of stockholders or disinterested directors or otherwise, both as to action in his or her official capacity and as to action in another capacity while holding office or while employed by or acting as agent for the Corporation. All rights to indemnification under this Article VIII shall be deemed to be a contract between the Corporation and each director of the Corporation or any of its subsidiaries who serves or served in such capacity at any time while this Article VIII is in effect.

Section 8.04. Directors Insurance. The Corporation shall have power to purchase and maintain insurance on behalf of any person who is or was or has agreed to become a director of the Corporation or any of its subsidiaries, or is or was serving at the request of the Corporation as a director of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against him or her and incurred by him or her or on his or her behalf in any such capacity, or arising out of his or her status as such, whether or not the Corporation would have the power to indemnify him or her against such liability under the provisions of this Article VIII.

Section 8.05. Survival. If this Article VIII or any portion hereof shall be invalidated on any ground by any court of competent jurisdiction, then the Corporation shall nevertheless indemnify or advance expenses to each person entitled to indemnification or advancement of expenses, as the case may be, as to all expense, liability and loss actually and reasonably incurred or suffered by such person and for which indemnification or advancement of expenses, as the case may be, is available to such person pursuant to this Article VIII to the full extent permitted by any applicable portion of this Article VIII that shall not have been invalidated and to the full extent permitted by applicable law. Neither any amendment nor repeal of this Article VIII, nor the adoption of any provision of this Certificate of Incorporation inconsistent with this Article VIII, shall eliminate or reduce the effect of this Article VIII in respect of any matter occurring, or any cause of action, suit or claim that, but for this Article VIII would accrue or arise, prior to such amendment, repeal of adoption of an inconsistent provision.

ARTICLE IX
AMENDMENT

The Corporation reserves the right to amend, alter, change or repeal any provision contained in this Certificate of Incorporation, in the manner now or hereafter prescribed by statute, and all rights conferred upon stockholders herein are granted subject to this reservation.

ARTICLE X
INCORPORATOR

The name and mailing address of the incorporator of the Corporation is as follows:

<u>Name</u>	<u>Mailing Address</u>
Megan Glover	250 S. Elm St. Zionsville, IN 46077

[Signature Page Follows]

IN WITNESS WHEREOF, this Certificate of Incorporation has been executed by the incorporator on this 13 day of September, 2019.

DocuSigned by:
Megan Glover
17FCDF1AAG2E10E
Megan Glover, Incorporator



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/25/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER McGowan Insurance Group, Inc. 355 Indiana Avenue Suite 200 Indianapolis IN 46204		CONTACT NAME: Frank Hodal PHONE (A/C, No, Ext): (317) 464-5000 FAX (A/C, No): (317) 464-5001 E-MAIL ADDRESS: frankh@mcgowaninc.com	
INSURED 120 Water Audit, Inc. 250 South Elm Street Zionsville IN 46077		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Cincinnati Specialty Underwriters Insurance Company	NAIC # 13037
		INSURER B: Evanston Insurance Company	NAIC # 35378
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 19-20 Master **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			CSU0120416	09/01/2019	09/01/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			CSU0120416	09/01/2019	09/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			CSU0120418	09/01/2019	09/01/2020	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Professional Liability Cyber Liability			IT812162	06/07/2019	06/07/2020	Limit \$1,000,000 Limit \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Additional insured on a primary and non-contributory basis including waiver of subrogation, in regards to general liability and automobile liability, where required in a written contract or agreement.

CERTIFICATE HOLDER

New Hampshire Department of Environmental Services
29 Hazen Dr.
Concord NH 03301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Frank M. McGowan



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/3/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER SUNZ Insurance Solutions, LLC ID: (Managepoint) c/o Managepoint, LLC 9119 Otis Ave Indianapolis, IN 46216	CONTACT NAME: PHONE (A/C, No, Ext): 317.549.2000 FAX (A/C, No): E-MAIL: ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
INSURED Managepoint LLC 9119 Otis Avenue Indianapolis IN 46218	INSURER A: United Wisconsin Insurance Company NAIC # 29157	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

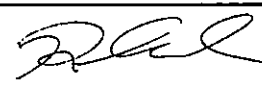
COVERAGES CERTIFICATE NUMBER: 52701762 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPIOP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	WC565-00001-019-SZ	12/1/2019	12/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Coverage provided for all leased employees but not subcontractors of: 120Wateraudit, Inc.
 Client Effective: 12/1/2019

CERTIFICATE HOLDER 5481 New Hampshire Department of Environmental Services 29 Hazen Drive Concord NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE  Rick Leonard
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www.managepoint.biz

Because You Have a Business to Run

November 27, 2019

To Whom It May Concern:

Managepoint, LLC. provides payroll, benefits, and HR services to several Professional Employer Organizations (PEO's) and their clients. PEO's share a co-employment relationship with the employees of their clients. As a result, when we process payrolls for these companies the employee's checks and W-2's may have the name of the PEO, the employer, or Managepoint on them. One PEO that we work with is ManagePoint HR Inc. ManagePoint HR Inc. has partnered with 120WaterAudit, Inc.

If you have any further questions, please give me a call at 317-377-3100.

Sincerely,

Scott.R. Curson
HR Generalist
Managepoint, LLC.