



State of New Hampshire

DEPARTMENT OF SAFETY  
 JAMES H. HAYES BUILDING  
 33 HAZEN DRIVE  
 CONCORD, NEW HAMPSHIRE 03305  
 603-271-2791



EDDIE EDWARDS  
 ASSISTANT COMMISSIONER

ROBERT L. QUINN  
 COMMISSIONER

STEVEN R. LAVOIE  
 ASSISTANT COMMISSIONER

May 07, 2026

Her Excellency, Governor Kelly A. Ayotte  
 and the Honorable Council  
 State House  
 Concord, New Hampshire 03301

**REQUESTED ACTION**

Authorize the Department of Safety, Division of State Police, to enter into a **Sole Source** contract with Diverse Computing, Inc. (VC #261008-B001), Tallahassee, FL, in the amount of \$597,675 to assist New Hampshire State Police in establishing and implementing a Criminal Justice Information System (CJIS) Audit Program to ensure agencies under the authority of the CJIS System Officer (CSO) are periodically reviewed and validated for compliance with the Criminal Justice Information System Security Policy (CJISSECPOL). Effective upon Governor and Council approval through June 30, 2029. **100% Transfers from Other Agencies**

Funds are available in the following account for State Fiscal Year 2027 and are anticipated to be available in State Fiscal Years 2028 and 2029, upon the continued appropriation of funds in the future operating budget with the authority to adjust encumbrances between fiscal years within the price limitation through the Budget Office, if needed and justified.

	<u>SFY 2027</u>	<u>SFY 2028</u>	<u>SFY 2029</u>
02-23-23-234010-33450000, <u>NH DOT &amp; DOJ Grant</u>	\$198,225	\$198,225	\$198,225
103-502664 – Contracts for Operational Services			
		<b>TOTAL</b>	<b>\$597,675</b>

**EXPLANATION**

This request is **Sole Source** due to the unique and proprietary nature of the CJIS Audit and Compliance Expert (CJIS-ACE) services offered by Diverse Computing, Inc (DCI). DCI possesses specialized expertise in the CJIS audit process and maintains exclusive ownership of the CJIS-ACE service model, which is specifically designed to support CJIS Systems Agencies in developing, implementing, and sustaining compliant audit programs. Given the highly specialized nature of this work and the proprietary nature of the solution offered by the Contractor, DCI is uniquely qualified to provide a comparable, comprehensive solution tailored to CJIS audit and compliance requirements, supported by demonstrated experience working with criminal justice agencies nationwide.

The Department of Safety, Division of State Police (NHSP), serves as the CJIS Systems Agency for the State of New Hampshire and is responsible for the oversight and dissemination of Federal Criminal History Record Information (CHRI) for both Criminal Justice Agencies and Non-Criminal Justice Agencies for authorized purposes, including licensure and employment suitability determinations. This responsibility extends to more than 700 businesses statewide.

Her Excellency, Governor Kelly A. Ayotte

and the Honorable Council

Page 2 of 2

In accordance with the CJIS Security Policy (CJISSECPOL), applicable federal regulations, and the NHSP's agreement with the Federal Bureau of Investigation (FBI) CJIS Division, the NHSP is required to conduct audits of all recipient agencies on a triennial basis to ensure compliance with the strict standards governing the access, use, dissemination, storage, and destruction of CHRI.

The federally mandated CJIS audit program involves seven (7) separate compliance disciplines and requires specialized expertise and operational resources beyond NHSP's current internal capacity. As a result, the NHSP seeks to implement a structured and sustainable audit program through the assistance of a qualified subject matter expert.

DCI's CJIS-ACE team brings extensive qualifications, including over 150 combined years of CJIS related experience, and has demonstrated expertise in conducting CJIS audits, developing compliant audit framework, and supporting agencies in achieving and maintaining compliance with federal requirements. Their services are specifically designed to address the operational, technical, and policy components necessary for a fully compliant CJIS audit program.

In the event that funds from Other Agencies are no longer available, General Funds and/or Highway Funds will not be requested to support this program.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Robert L. Quinn", written over a horizontal line.

Robert L. Quinn  
Commissioner of Safety



3717 Apalachee Pkwy, STE 102  
Tallahassee, FL 32311  
866.656.3333

March 8, 2024

New Hampshire State Police  
Criminal Records Unit  
33 Hazen Drive  
Concord, NH 03305

Dear Captain Victor Muzzey,

Please review and submit the following information to your contracting department. The purpose of this letter is to provide justification for Diverse Computing, Inc. (DCI) receiving “sole-source” status with regard to their Criminal Justice Information Security Audit and Compliance Expert (CJIS-ACE) services and CJIS Audit services for the New Hampshire State Police. The following justification letter has successfully resulted in a sole-source award for CJIS related services to Diverse Computing for criminal justice agencies throughout the country.

Diverse Computing, Inc. is home to many experts in the Criminal Justice Information (CJI) realm. DCI provides numerous services including: full-access NCIC software, CJIS security solutions, Message Switching systems, Audit and Compliance assistance and more to over 2,000 unique agencies nationwide. DCI has a reputation for providing fast and reliable access to mission-critical CJI information 24x7x365 and most importantly, a pervasive industry reputation for CJIS compliance. This foundation requires DCI to be extensively involved with CJIS policies, FBI data-standards, and compliance protocols on a day-to-day basis. Further, DCI employs several former CJIS Advisory Policy Board (APB) members, former State CJIS Systems Officers (CSO) and former State Information Security Officers (ISO) to maintain compliance with ever-changing CJIS mandates and develop and implement audit and compliance services by way of the CJIS-ACE brand.

With DCI’s expert knowledge of the CJIS audit process and of the systems that tie into CJIS audit and compliance procedures, DCI developed and has exclusive ownership of the CJIS Audit and Compliance Expert services. The CJIS-ACE services are intended for state CJIS Systems Agencies looking for assistance with designing and implementing CJIS audit programs like the ones desired by the New Hampshire State Police. The CJIS-ACE team has over 150 combined years in CJIS in which they have been providing CJIS audits, designing and full-filling all-inclusive CJIS programs, and aiding the regulation of compliance for criminal justice agencies. Therefore, with the background of the proposed CJIS-ACE team combined with being the sole capable provider in the industry, CJIS-ACE is the only provider of the specific services sought by the New Hampshire State Police. In order to achieve their goals in a timely and cost-effective manner through an industry leader, the New Hampshire State Police must contract directly with Diverse Computing for the CJIS-ACE Services.

Please contact me if there are any questions regarding this issue, or if I can be of further assistance regarding this matter.

Respectfully,

A handwritten signature in blue ink that reads "Brooke Lynn Siracusano".

Brooke Lynn Siracusano  
CJIS-ACE Director  
Diverse Computing, Inc.



**State of New Hampshire**

**Department of Safety**

**Division of State Police**

**Diverse Computing, Inc.**

**STATE OF NEW HAMPSHIRE**  
**Dept of Safety, Division of State Police**  
**Diverse Computing, Inc.**  
**SP-JIB-03-2026-02**  
**AGREEMENT**

## CONTENTS

FORM NUMBER P-37 (VERSION 2/23/2023) .....	3
EXHIBIT A - SPECIAL PROVISIONS .....	10
EXHIBIT B – STATEMENT OF WORK (SOW) BUSINESS AND TECHNICAL REQUIREMENTS AND DELIVERABLES .....	14
EXHIBIT C – PRICE AND PAYMENT SCHEDULE .....	23
EXHIBIT D – ADMINISTRATIVE SERVICES.....	25
EXHIBIT E – TERMS AND DEFINITIONS .....	29
EXHIBIT F – ATTACHMENTS AND CONTRACTOR CERTIFICATES .....	33
CERTIFICATION REGARDING LOBBYING .....	34
CERTIFICATE REGARDING DEBARMENT, SUSPENSION, AND OTHERS .....	35

**STATE OF NEW HAMPSHIRE**  
**Dept of Safety, Division of State Police**  
**Diverse Computing, Inc.**  
**SP-JIB-03-2026-02**  
**AGREEMENT**

FORM NUMBER P-37 (VERSION 2/23/2023)

**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**

<p>1.1 State Agency Name Department of Safety, Division of State Police</p>	<p>1.2 State Agency Address 33 Hazen Drive Concord, NH 03305</p>
<p>1.3 Contractor Name Diverse Computing, Inc.</p>	<p>1.4 Contractor Address 3717 Apalachee Pkwy, Ste 102 Tallahassee, FL 32311</p>
<p>1.4 Contractor Phone Number (866) 656-3333</p>	<p>1.5 Account Unit and Class 3345, 103</p>
<p>1.6 Completion Date <b>06/30/2029</b></p>	<p>1.7 Price Limitation <b>\$597,675</b></p>
<p>1.8 Contracting Officer for State Agency Tammy Holso, Administrator III</p>	<p>1.10 State Agency Telephone Number (603) 223-8355</p>
<p>1.11 Contractor Signature <i>William M. Tatun</i> Date: 05/01/2026</p>	<p>1.12 Name and Title of Contractor Signatory William M. Tatun, President</p>
<p>1.13 State Agency Signature <i>Amy L. Newbury</i> Date: 5/8/26</p>	<p>1.14 Name and Title of State Agency Signatory Amy L. Newbury, Director of Administration</p>
<p>1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ On: _____ Director, On</p>	
<p>1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: <i>CC</i> On: <i>05/22/26</i></p>	
<p>1.17 Approval by the Governor and Executive Council (if applicable) G&amp;C Item number: _____ G&amp;C Meeting Date: _____</p>	

**STATE OF NEW HAMPSHIRE**  
**Dept of Safety, Division of State Police**  
**Diverse Computing, Inc.**  
**SP-JIB-03-2026-02**  
**AGREEMENT**

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**2. 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 B 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, 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 1.13 (“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.
- 3.3. 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. 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 by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source 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 C which is incorporated herein by reference.
- 5.2. 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. 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.
- 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 NH RSA 80:7 through RSA 80:7 c or any other provision of law.

Contractor Initials: WMT  
Date: 05/01/2026

**STATE OF NEW HAMPSHIRE**  
**Dept of Safety, Division of State Police**  
**Diverse Computing, Inc.**  
**SP-JIB-03-2026-02**  
**AGREEMENT**

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5.4. The State's liability under this Agreement shall be limited to monetary damages not to exceed the total fees paid. The Contractor agrees that it has an adequate remedy at law for any breach of this Agreement by the State and hereby waives any right to specific performance or other equitable remedies against the State.

**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 applicable 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 employment opportunity laws and the Governor's order on Respect and Civility in the Workplace, Executive order 2020-01. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2. During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of age, sex, sexual orientation, race, color, marital status, physical or mental disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.

6.3. No payments or transfers of value by Contractor or its representatives in connection with this

Agreement have or shall be made which have the purpose or effect of public or commercial bribery, or acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business.

6.4. The Contractor 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 this Agreement and all rules, regulations and orders pertaining to 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. The Contracting Officer specified in block 1.9, or any successor, shall be the State's point of contact pertaining to this Agreement.

**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.

**STATE OF NEW HAMPSHIRE**  
**Dept of Safety, Division of State Police**  
**Diverse Computing, Inc.**  
**SP-JIB-03-2026-02**  
**AGREEMENT**

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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) calendar days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) calendar 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. give the Contractor a written notice specifying the Event of Default and 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. give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

**9. TERMINATION**

9.1. Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) calendar

days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) calendar 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. In addition, at the State's discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

**10. PROPERTY OWNERSHIP/DISCLOSURE**

10.1. As used in this Agreement, the word "Property" shall mean all data, 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.

10.1.1. 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.

**STATE OF NEW HAMPSHIRE**  
**Dept of Safety, Division of State Police**  
**Diverse Computing, Inc.**  
**SP-JIB-03-2026-02**  
**AGREEMENT**

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10.1.2. Disclosure of data, information and other records shall be governed by NH RSA chapter 91 A and/or other applicable law. Disclosure requires prior written approval of the State.

**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**

- 12.1. Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.
- 12.2. For purposes of paragraph 12, a Change of Control shall constitute assignment. "Change of Control" means: (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor; or (b) the sale of all or substantially all of the assets of the Contractor.
- 12.3. None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State.
- 12.4. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

**13. INDEMNIFICATION**

The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys' fees, arising out of or relating to this Agreement directly or indirectly arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the State's sovereign immunity, 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 continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
  - 14.1.1. commercial 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 or excess; and
  - 14.1.2. special cause of loss coverage form covering all Property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the Property.

**STATE OF NEW HAMPSHIRE**  
**Dept of Safety, Division of State Police**  
**Diverse Computing, Inc.**  
**SP-JIB-03-2026-02**  
**AGREEMENT**

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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 New Hampshire 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 any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

**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 NH RSA chapter 281-A ("Workers' Compensation").

15.2. To the extent the Contractor is subject to the requirements of NH 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. The Contractor shall furnish the Contracting Officer identified in block 1.9, or any successor, proof of Workers' Compensation in the manner described in NH 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**

A State's failure to enforce its rights with respect to any single or continuing breach of this Agreement shall not act as a waiver of the right of the State to later enforce any such rights or to enforce any other or any subsequent breach.

**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. CHOICE OF LAW AND FORUM**

19.1. This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. 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.

**STATE OF NEW HAMPSHIRE**  
**Dept of Safety, Division of State Police**  
**Diverse Computing, Inc.**  
**SP-JIB-03-2026-02**  
**AGREEMENT**

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19.2. Any actions arising out of this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be brought and maintained in the Merrimack County Superior Court of New Hampshire which shall have exclusive jurisdiction thereof.

**20. CONFLICTING TERMS**

In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and any other portion of this Agreement including any attachments thereto, the terms of the P-37 (as modified in EXHIBIT A) shall control.

**21. THIRD PARTIES**

This Agreement is being entered into for the sole benefit of the parties hereto, and nothing herein, express or implied, is intended to or will confer any legal or equitable right, benefit, or remedy of any nature upon any other person.

**22. 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.

**23. SPECIAL PROVISIONS**

Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

**24. FURTHER ASSURANCES**

The Contractor, along with its agents and affiliates, shall, at its own cost and expense, execute any additional documents and take such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby.

**25. 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.

**26. 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 with respect to the subject matter hereof.

Remainder of this page intentionally left blank.

**STATE OF NEW HAMPSHIRE**  
**Dept of Safety, Division of State Police**  
**Diverse Computing, Inc.**  
**SP-JIB-03-2026-02**  
**EXHIBIT A – SPECIAL PROVISIONS**

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## EXHIBIT A - SPECIAL PROVISIONS

The terms outlined in the P-37 General Provisions are modified as set forth below:

**1. Provision 9, Termination, Section 9.2 is deleted and replaced with the following:**

**9.2** In the event of the termination pursuant to subparagraph 9.1, the contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. The State will pay for cost of all Services and Deliverables for which Acceptance has been given by the State, provided through the date of termination but will not be liable for any costs for incomplete Services or winding down the Contract activities. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

**9.3** Upon termination of the Contract, the State, in addition to any other rights provided in the Contract, may require Contractor to deliver to the State any property, including without limitation, Software and Written Deliverables, for such part of the Contract as has been terminated. After receipt of a notice of termination, and except as otherwise directed by the State, Contractor shall:

- a. Stop work under the Contract on the date, and to the extent specified, in the notice;
- b. Promptly, but in no event longer than ten (10) days after termination, terminate its orders and subcontracts related to the work which has been terminated, and settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the State to the extent required, which approval or ratification shall be final for the purpose of this Section;
- c. Take such action as the State directs, or as necessary to preserve and protect the property related to the Contract which is in the possession of Contractor and in which the State has an interest;
- d. Take no action to intentionally erase any State data until directed by the State;
- e. Transfer title to the State and deliver in the manner, at the times, and to the extent directed by the State, any property which is required to be furnished to the State and which has been accepted or requested by the State;
- f. Implement an orderly return of State data in a CSV (Comma-separated values) or another mutually agreeable format at a time agreed to by the parties;
- g. Securely dispose/destroy of all requested data in all of its forms, such as disk, CD/DVD, backup tape and paper, when requested by the State. Data shall be permanently deleted and shall not be recoverable, according to National Institute of Standards and Technology (NIST)-Special Publication (SP) 800-88 approved methods. Certificates of destruction shall be provided to the State; and
- h. Provide written Certification to the State that Contractor has surrendered to the State all said property and after 180 days has erased all State data.

**STATE OF NEW HAMPSHIRE**  
**Dept of Safety, Division of State Police**  
**Diverse Computing, Inc.**  
**SP-JIB-03-2026-02**  
**EXHIBIT A – SPECIAL PROVISIONS**

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**9.4** If the Contract has expired, or terminated prior to the Completion Date, for any reason, the Contractor shall provide, for a period up to ninety (90) days after the expiration or termination, all transition services requested by the State, at no additional cost, to allow for the expired or terminated portion of the Services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such Services to the State or its designees (“Transition Services”).

**9.5** This covenant in paragraph 9 shall survive the termination of this Contract.

**2. Provision 10, Data/Access/Confidentiality/Preservation, is updated with the following addition:**

**10.4** In performing its obligations under this Agreement, Contractor may gain access to Confidential Information. The Contractor shall not use the Confidential Information developed or obtained during the performance of, or acquired, or developed by reason of the Agreement, except as directly connected to and necessary for the performance of the Agreement. Contractor shall maintain the confidentiality of and protect from unauthorized use, disclosure, publication, and reproduction (collectively “release”), all Confidential Information.

**10.4.1** In the event of the unauthorized release of Confidential Information, Contractor shall immediately notify the State’s Chief Information Security Officer, and the State may immediately be entitled to pursue any remedy at law and in equity, including, but not limited to, injunctive relief.

**10.5** Subject to applicable federal or State laws and regulations, Confidential Information shall not include information which:

- a. shall have otherwise become publicly available other than as a result of disclosure by the receiving Party in breach hereof;
- b. was disclosed to the receiving Party on a non-confidential basis from a source other than the disclosing Party, which the receiving Party believes is not prohibited from disclosing such information as a result of an obligation in favor of the disclosing Party;
- c. is developed by the receiving Party independently of, or was known by the receiving Party prior to, any disclosure of such information made by the disclosing Party; or
- d. is disclosed with the written consent of the disclosing Party.

**10.6** A receiving Party also may disclose the disclosing Party’s Confidential Information to the extent required by law or an order of a court of competent jurisdiction. Any disclosure of the Confidential Information shall require the prior written approval of the State. Contractor shall immediately notify the State if any request, subpoena or other legal process is served upon Contractor regarding the Confidential Information, and Contractor shall cooperate with the State in any effort the State undertakes to contest the request, subpoena or other legal process, at no additional cost to the State.

**10.7** Contractor Confidential Information. Contractor shall clearly identify in writing all information it claims to be confidential or proprietary upon providing such information to the State. For the purposes of complying with its legal obligations, the State is under no obligation to accept the Contractor’s designation of material as confidential. Contractor acknowledges that the State is subject to State and federal laws governing disclosure of information including, but not limited to, RSA Chapter 91-A. In the event the State receives a request for the

**STATE OF NEW HAMPSHIRE**  
**Dept of Safety, Division of State Police**  
**Diverse Computing, Inc.**  
**SP-JIB-03-2026-02**  
**EXHIBIT A – SPECIAL PROVISIONS**

---

information identified by Contractor as confidential, the State shall notify Contractor and specify the date the State will be releasing the requested information. At the request of the State, Contractor shall cooperate and assist the State with the collection and review of Contractor’s information, at no additional expense to the State. Any effort to prohibit or enjoin the release of the information shall be Contractor’s sole responsibility and at Contractor’s sole expense. If Contractor fails to obtain a court order enjoining the disclosure, the State shall release the information on the date specified in the State’s notice to Contractor, without any liability to the State.

**10.8** This covenant in paragraph 10 shall survive the termination of this Contract.

**3. Provision 12, Assignment/Delegation/Subcontracts, is updated with the following addition:**

**12.5** In the event that Contractor should change ownership for any reason whatsoever that results in a change of control of the Contractor, the State shall have the option of:

- a. continuing under the Agreement with Contractor, its successors or assigns for the full remaining Term of the Agreement or for such period of time as determined necessary by the State;
- b. immediately terminate the Agreement without liability to or further compensation owed to Contractor, its successors or assigns.

**4. The following Provisions are added and made part of the P37:**

**27. FORCE MAJEURE**

**27.1** Neither Contractor nor the State shall be responsible for delays or failures in performance resulting from events beyond the control of such Party and without fault or negligence of such Party. Such events shall include, but not be limited to, acts of God, strikes, lock outs, riots, and acts of War, epidemics, acts of Government, fire, power failures, nuclear accidents, earthquakes, and unusually severe weather.

**27.2** Except in the event of the foregoing, Force Majeure events shall not include the Contractor’s inability to hire or provide personnel needed for the Contractor’s performance under the Contract.

**28. EXHIBITS/ATTACHMENTS**

The Exhibits and Attachments referred to in and attached to the Contract are incorporated by reference as if fully included in the text of the Contract.

**29. NON-EXCLUSIVE CONTRACT**

The State reserves the right, at its discretion, to retain other vendors to provide any of the Services or Deliverables identified under this Agreement. Contractor shall make best efforts to coordinate work with all other State vendors performing Services which relate to the work or Deliverables set forth in the Agreement. The State intends to use, whenever possible, existing Software and hardware contracts to acquire supporting Software and hardware.

**STATE OF NEW HAMPSHIRE**  
**Dept of Safety, Division of State Police**  
**Diverse Computing, Inc.**  
**SP-JIB-03-2026-02**  
**EXHIBIT A – SPECIAL PROVISIONS**

---

**30. PROHIBITED TECHNOLOGIES**

- a. No equipment or services on the [State of New Hampshire's Prohibited Technologies List](#); and
- b. No equipment or services on the [FCC Covered List](#).

**31. ORDER OF PRECEDENCE**

In the event of conflict or ambiguity among any of the text within this agreement, the following Order of Precedence shall govern:

- I. State of New Hampshire, Department of Safety Contract Agreement IRT # SP-JIB-03-2026-02, P-37 as amended by Exhibit A.
- II. State of New Hampshire, Department of Safety Contract Exhibits in order of precedence:
  - a. Exhibit B.
  - b. Exhibit C.
  - c. Exhibit D.
  - d. Exhibit E.
  - e. Exhibit F.
- III. Additional Contractor Provided Documents (Exhibit H).

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**STATE OF NEW HAMPSHIRE**  
**Dept of Safety, Division of State Police**  
**Diverse Computing, Inc.**  
**SP-JIB-03-2026-02**

**EXHIBIT B – STATEMENT OF WORK BUSINESS AND TECHNICAL REQUIREMENTS AND DELIVERABLES**

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## EXHIBIT B – STATEMENT OF WORK (SOW) BUSINESS AND TECHNICAL REQUIREMENTS AND DELIVERABLES

The Statement of Work, Business and Technical Requirements, and Deliverables are set forth below:

### 1. STATEMENT OF WORK

Diverse Computing, Inc. of Tallahassee, FL (Contractor) is being contract by State of New Hampshire Department of Safety, Division of State Police (State) to assist New Hampshire State Police’s leadership establish and implement an effective Criminal Justice Information System (CJIS) Audit Program whereby the policy, practices and systems of agencies under the CJIS System Officer (CSO), purview are periodically validated against the CJIS Security Policy, (CJISSECPOL), of which the scope is further defined below. This is structured to align with the required triennial CJIS audit cycle for up to 250 criminal justice agencies and 400 non-criminal justice entities in preparation to the NHSP FBI audit.

The contract shall become effective upon Governor and Council approval through June 30, 2029. The State will have the right to terminate the contract at any time by giving the Contractor a thirty (30) day written notice.

#### Scope of Work

The Contractor will utilize the CJIS Audit Tool (by Peak Performance Solutions) that has already been procured (and will be maintained) by NHSP to process, track and memorialize all audits.

The Criminal Justice Agency (CJA) and Non-Criminal Justice Agency (NCJA) Audit Program will include auditing programs for the following disciplines:

- Information Technology Security (ITSA)
- National Sex Offender Registry (NSOR),
- National Data Exchange (NDEx)
- National Instant Criminal Background Check System (NICS)
- Non-Criminal Justice Agency-Next Generation Identification (NGI)

**STATE OF NEW HAMPSHIRE**  
**Dept of Safety, Division of State Police**  
**Diverse Computing, Inc.**  
**SP-JIB-03-2026-02**

**EXHIBIT B – STATEMENT OF WORK BUSINESS AND TECHNICAL REQUIREMENTS AND DELIVERABLES**

**2. ACTIVITY, DELIVERABLE, AND MILESTONE**

DELIVERABLES

<p><b>Year 1: Develop, Implement, and Manage the NHSP CJA &amp; NCJA Audit Program</b> for up to 250 CJAs and 400 NCJAs (based on triennial audit schedule) including the following CJIS Program Areas:</p> <ul style="list-style-type: none"><li>• ITSA</li><li>• NSOR</li><li>• NCJA</li><li>• NDEx</li><li>• NICS</li></ul>
<p><b>Year 2: Manage and Maintain the NHSP CJA &amp; NCJA Audit Program</b> for up to 250 CJAs and 400 NCJAs (based on triennial audit schedule) including the following CJIS Program Areas:</p> <ul style="list-style-type: none"><li>• ITSA</li><li>• NSOR</li><li>• NCJA</li><li>• NDEx</li><li>• NICS</li></ul>
<p><b>Year 3: Manage and Maintain the NHSP CJA &amp; NCJA Audit Program</b> for up to 250 CJAs and 400 NCJAs (based on triennial audit schedule) including the following CJIS Program Areas:</p> <ul style="list-style-type: none"><li>• ITSA</li><li>• NSOR</li><li>• NCJA</li><li>• NDEx</li><li>• NICS</li></ul>

**3. DELIVERABLE REVIEW AND ACCEPTANCE**

**3.1. Written Deliverables Review and Acceptance**

The Contractor shall provide a written Certification that a written deliverable (such as the Test Plan) is final, complete, and ready for Review. After receiving such Certification from the Contractor, the State will Review the Deliverable to determine whether it meets the requirements outlined in this Exhibit. The State will notify the Contractor in writing of its Acceptance or rejection of the Deliverable, or its partial or conditional Acceptance of the Deliverable, within five (5) business days of the State’s receipt of the Contractor’s written Certification; provided that if the State determines that the State needs more than five (5) days, then the State shall be entitled to an extension of up to an additional ten (10) business days. If the State rejects the Deliverable or any portion of the Deliverable, or if any Acceptance by the State is conditioned upon completion of any related matter, then the State shall notify the Contractor of the nature and class of the Deficiency, or the terms of the conditional Acceptance, and the Contractor shall correct the Deficiency or resolve the condition to Acceptance within the period identified in the Work Plan. If no period for the Contractor’s correction of the Deliverable or resolution of condition is identified, the Contractor shall correct the Deficiency in the Deliverable or resolve the condition within five (5) business days or such longer period as the State (in its sole discretion) may agree. Upon receipt of the corrected Deliverable, the State shall have five (5) business days to review the Deliverable and notify the Contractor of its Acceptance, Acceptance in part, conditional Acceptance, or rejection thereof, with the option to extend the Review Period up to five (5) additional business days, or mutually agreed upon timeframe. If the Contractor fails to correct the Deficiency within the allotted period, the State may, at its option, continue reviewing the Deliverable and require the Contractor to continue until the Deficiency is corrected, or immediately terminate the Contract, declare the Contractor in default, and or pursue its remedies at law and in equity.

**STATE OF NEW HAMPSHIRE**  
**Dept of Safety, Division of State Police**  
**Diverse Computing, Inc.**  
**SP-JIB-03-2026-02**

**EXHIBIT B – STATEMENT OF WORK BUSINESS AND TECHNICAL REQUIREMENTS AND DELIVERABLES**

---

**4. CHANGE ORDER**

The State may make changes, revisions or request enhancements to the Scope of Work at any time by written Change Order. The State originated changes, revisions or enhancements shall be approved by the Department of Information Technology. Within five (5) business days of Contractor’s receipt of a Change Order, Contractor shall advise the State, in detail, of any impact on cost (e.g., increase or decrease), the Schedule, and the Work Plan.

Contractor may propose a change within the scope of the Contract by written Change Order, identifying any impact on cost, the Schedule, and the Work Plan. The State shall acknowledge receipt of Contractor’s requested Change Order within five (5) business days. The State Agency, as well as the Department of Information Technology, must review and approve all Change Orders in writing. The State shall be deemed to have rejected the Change Order if the Parties are unable to reach an agreement in writing within 30 days of receipt of the Change Order.

Change orders resulting in an increase of Price Limitation, an extension of time for Contract completion or a significant change to the scope of the Contract may require approval by the Governor and Council.

A Change Order which is accepted and executed by both Parties, and if applicable approved by Governor and Council, shall amend the terms of this Agreement.

**5. PROJECT MANAGEMENT**

**5.1. Project Management Outline**

The Contractor shall provide project tracking tools and templates to record and manage Issues, Risks, Change Requests, Requirements, and other documents used in the management and tracking of the project. The State believes that effective communication and Reporting are essential to Project success. The Contractor shall employ effective communication and Reporting strategies to ensure Project success. The Contractor Key Project Staff shall participate in meetings as requested by the State, in accordance with the requirements and terms of this Contract.

The Project requires the coordinated efforts of a Project Team consisting of both Contractor and State personnel. Contractor shall provide all necessary resources to perform its obligations under the Contract. Contractor is responsible for providing all appropriate resources and personnel to manage this Project to a successful completion.

The Contractor shall conduct criminal background checks and not utilize any staff, including subcontractors, to fulfill the obligations of the contract who have been convicted of any crime of dishonesty, including but not limited to criminal fraud, or otherwise convicted of any felony or misdemeanor offense for which incarceration for up to 1 year is an authorized penalty. The Contractor shall promote and maintain an awareness of the importance of securing the State’s information among the Contractor’s employees and agents.

The State may, at its sole expense, conduct reference and background screening of the Contractor’s Project Manager and Key Project Staff. The State shall maintain the confidentiality of background screening results in accordance with the Contract Agreement.

**STATE OF NEW HAMPSHIRE**  
**Dept of Safety, Division of State Police**  
**Diverse Computing, Inc.**  
**SP-JIB-03-2026-02**

**EXHIBIT B – STATEMENT OF WORK BUSINESS AND TECHNICAL REQUIREMENTS AND DELIVERABLES**

---

The Contractor shall be responsible for knowledge transfer between all Contractor project teams for all deliverables defined in this Project Agreement.

**5.2. The Contractor Key Project Staff**

**The Contractor’s Contract Manager**

Contractor shall assign a Contract Manager who will be responsible for all Contract authorization and administration, including but not limited to processing Contract documentation, obtaining executive approvals, tracking costs and payments, and representing the parties in all Contract administrative activities. Contractor’s Contract Manager is:

**Brooke-Lynn Bottomy**

(850)999-0451

[blbottomy@diversecomputing.com](mailto:blbottomy@diversecomputing.com)

**The Contractor’s Project Manager**

Contractor shall assign a Project Manager who is qualified to perform or supervise the Contractor’s obligations under this Agreement. Contractor’s Project Manager is:

**Edith Kowalik**

(850)357-8047

[ekowalik@diversecomputing.com](mailto:ekowalik@diversecomputing.com)

Contractor’s selection of the Project Manager shall be subject to the prior written approval of the State. The State’s approval process may include, without limitation, at the State’s discretion, review of the proposed Project Manager’s resume, qualifications, references, and background checks, and an interview. The State may require removal or reassignment of Project Manager who, in the sole judgment of the State, is found unacceptable or is not performing to the State’s satisfaction.

Project Manager must be qualified to perform the obligations required of the position under the Contract, shall have full authority to make binding decisions under the Contract, and shall function as Contractor’s representative for all administrative and management matters. Project Manager must be available to promptly respond during normal Business Hours within Select # of hours hour(s) of inquiries from the State and be at the site as needed. Project Manager must work diligently and use his/ her best efforts on the Project.

**Change of Project Manager**

Contractor may not replace the Project Manager or change its assignment of Project Manager without providing the State written notice and obtaining the prior approval of the State of the replacement Project Manager. State approvals for replacement of Project Manager shall not be unreasonably withheld. The replacement Project Manager is subject to the same requirements and Review as set forth above. Contractor shall assign a replacement Project Manager within ten (10) business days of the departure of the prior Project Manager, and Contractor shall continue during the ten (10) business day period to provide competent project management Services through a qualified interim Project Manager.

**STATE OF NEW HAMPSHIRE**  
**Dept of Safety, Division of State Police**  
**Diverse Computing, Inc.**  
**SP-JIB-03-2026-02**

**EXHIBIT B – STATEMENT OF WORK BUSINESS AND TECHNICAL REQUIREMENTS AND DELIVERABLES**

---

**The Contractors Additional Key Project Staff**

The State considers the following individuals to be Key Project Staff for this Project:

**Rachael VanDeusen**, Senior Security Analyst

**Kellie Brown**, CJIS Analyst II

**John Mele**, CJIS Analyst I

The State reserves the right to require removal or reassignment of Key Project Staff who are found unacceptable to the State. Contractor shall not change Key Project Staff commitments without providing the State written notice and obtaining the prior written approval of the State. State approvals for replacement of Key Project Staff will not be unreasonably withheld. The replacement Key Project Staff shall have comparable or greater skills than Key Project Staff being replaced.

**Termination for Lack of Project Management and Key Project Staff**

Notwithstanding any other provision of the Contract to the contrary, the State shall have the option to terminate the Contract, declare Contractor in default and to pursue its remedies at law and in equity, if Contractor fails to assign a Project Manager and/or Key Project Staff meeting the requirements and terms of the Contract or if the State is dissatisfied with Contractor's replacement of the Project Manager and/or Key Project Staff.

**5.3. The State Key Project Staff**

**The State Contract Manager**

The State shall assign a Contract Manager who shall function as the State's representative with regard to Contract administration. The State Contract Manager is:

Tammy Holso, Administrator III  
603-223-8355  
[Tammy.m.holso@dos.nh.gov](mailto:Tammy.m.holso@dos.nh.gov)

**The State Project Manager**

The State shall assign a Project Manager. The State's Project Manager is:

Captain Victor Muzzey, JIB Commander  
603-223-8880  
[Victor.G.Muzzey@dos.nh.gov](mailto:Victor.G.Muzzey@dos.nh.gov)

The State Project Manager's duties shall include the following:

- a. Leading the Project.
- b. Engaging and managing all Contractors working on the Project.
- c. Managing significant issues and risks.

**STATE OF NEW HAMPSHIRE**  
**Dept of Safety, Division of State Police**  
**Diverse Computing, Inc.**  
**SP-JIB-03-2026-02**

**EXHIBIT B – STATEMENT OF WORK BUSINESS AND TECHNICAL REQUIREMENTS AND DELIVERABLES**

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- d. Reviewing and accepting Contract Deliverables.
- e. Invoice sign-offs.
- f. Review and approval of Change Orders.
- g. Managing stakeholders' concerns.

**6. WORK PLAN**

The Contractor's Project Manager and the State Project manager shall finalize the Work Plan within sixty (60) days of the Effective Date and further refine the tasks required to implement the Project. Continued development and management of the Work Plan is a joint effort on the part of the Contractor and State Project Managers. The plan shall identify the tasks, Deliverables, major milestones, task dependencies, and a payment Schedule required to implement the Project. It shall also address intra-task dependencies, resource allocations (both State and The Contractor's team members), refine the Project's scope, and establish the Project's Schedule.

**7. ACCEPTANCE**

**7.1. Acceptance**

The Contractor shall provide a written Certification that a written deliverable (such as the Test Plan) is final, complete, and ready for Review. After receiving such Certification from the Contractor, the State will Review the Deliverable to determine whether it meets the requirements outlined in this Exhibit. The State will notify the Contractor in writing of its Acceptance or rejection of the Deliverable, or its partial or conditional Acceptance of the Deliverable, within five (5) business days of the State's receipt of the Contractor's written Certification; provided that if the State determines that the State needs more than five (5) days, then the State shall be entitled to an extension of up to an additional ten (10) business days. If the State rejects the Deliverable or any portion of the Deliverable, or if any Acceptance by the State is conditioned upon completion of any related matter, then the State shall notify the Contractor of the nature and class of the Deficiency, or the terms of the conditional Acceptance, and the Contractor shall correct the Deficiency or resolve the condition to Acceptance within the period identified in the Work Plan. If no period for the Contractor's correction of the Deliverable or resolution of condition is identified, the Contractor shall correct the Deficiency in the Deliverable or resolve the condition within five (5) business days or such longer period as the State (in its sole discretion) may agree. Upon receipt of the corrected Deliverable, the State shall have five (5) business days to review the Deliverable and notify the Contractor of its Acceptance, Acceptance in part, conditional Acceptance, or rejection thereof, with the option to extend the Review Period up to five (5) additional business days or mutually agreed upon timeframe. If the Contractor fails to correct the Deficiency within the allotted period, the State may, at its option, continue reviewing the Deliverable and require the Contractor to continue until the Deficiency is corrected, or immediately terminate the Contract, declare the Contractor in default, and or pursue its remedies at law and in equity.

**7.2. Conditional and Unconditional Acceptance**

By accepting a Deliverable, the State reserves the right to reject any and all Deliverables in the event the State detects any Deficiency in the Plan Implementation, in whole or in part, through completion of all Acceptance Review.

**STATE OF NEW HAMPSHIRE**  
**Dept of Safety, Division of State Police**  
**Diverse Computing, Inc.**  
**SP-JIB-03-2026-02**

**EXHIBIT B – STATEMENT OF WORK BUSINESS AND TECHNICAL REQUIREMENTS AND DELIVERABLES**

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**8. DATA PROTECTION**

**8.1. Safeguards**

Protection of personal privacy and data shall be an integral part of the business activities of the Contractor to ensure there is no inappropriate or unauthorized use of State information at any time. To this end, the Contractor shall safeguard the confidentiality, integrity and availability of State information and comply with the following conditions:

- a. The Contractor shall implement and maintain appropriate administrative, technical and organizational security measures to safeguard against unauthorized access, disclosure or theft of Personal Data and non-public information. Such security measures shall be in accordance with recognized industry practice and not less stringent than the measures the Contractor applies to its own Personal Data and non-public data of similar kind.
- b. All data obtained by the Contractor in the performance of this contract and all Personal Data shall be encrypted at rest and in transit with controlled access. Unless otherwise stipulated, the Contractor is responsible for encryption of the Personal Data.
- c. Unless otherwise stipulated, the Contractor shall encrypt all non-public data at rest and in transit. The State shall identify data it deems as non-public data to the Contractor. The level of protection and encryption for all non-public data shall be identified and made a part of this contract.
- d. At no time shall any data or processes – that either belong to or are intended for the use of the State or its officers, agents or employees – be copied, disclosed or retained by the Contractor or any party related to the Contractor for subsequent use in any transaction that does not include the State.
- e. The Contractor shall not use any information collected in connection with the service issued from this Contract for any purpose other than fulfilling the service.

**8.2. Data Location**

The Contractor shall provide its Services to the State and its end users solely from data centers within the Continental United States. All storage, processing and transmission of State data shall be restricted to information technology systems within the Continental United States. The Contractor shall not allow its personnel or sub-contractors to store State data on portable devices, including personal computers, except as specified and allowed by the contract, and then only on devices that are used and kept at its data centers within the Continental United States. The Contractor shall permit its personnel and Contractors to access State data remotely only to provide technical support and as specified or required by the contract.

**STATE OF NEW HAMPSHIRE**  
**Dept of Safety, Division of State Police**  
**Diverse Computing, Inc.**  
**SP-JIB-03-2026-02**

**EXHIBIT B – STATEMENT OF WORK BUSINESS AND TECHNICAL REQUIREMENTS AND DELIVERABLES**

---

**8.3. Security Incident or Data Breach**

The Contractor shall inform the State of any security incident or Data Breach in accordance with NH RSA Chapter 359-C:20: Notice of Security Breach.

Incident Response: the Contractor may need to communicate with outside parties regarding a security incident, which may include contacting law enforcement, fielding media inquiries and seeking external expertise as mutually agreed upon, defined by law or contained in the Contract. Discussing security incidents with the State should be handled on an urgent as-needed basis, as part of the Contractor communication and mitigation processes as mutually agreed upon, defined by law or contained in the contract.

Security Incident Reporting Requirements: the Contractor shall report a security incident to the State identified contact immediately if it reasonably believes there has been a security incident.

Breach Reporting Requirements: If the Contractor has actual knowledge of a confirmed data breach that affects the security of any State content that is subject to applicable data breach notification law, the Contractor shall (1) immediately notify the appropriate State identified contact and (2) take commercially reasonable and consistent with industry best practices measures to address the data breach in a timely manner.

**8.4. Breach Responsibilities**

This section only applies when a Data Breach occurs with respect to State data within the possession or control of the Contractor and/or the third-party designee hosting the data as agreed upon by the Contractor and the State.

The Contractor, unless stipulated otherwise, shall immediately notify the appropriate State identified contact by telephone in accordance with the agreed upon security plan or security procedures if it reasonably believes there has been a security incident.

The Contractor, unless stipulated otherwise, shall promptly notify the appropriate State identified contact within 24 hours or sooner by telephone, unless shorter time is required by applicable law, if it confirms that there is, or reasonably believes that there has been a Data Breach the Contractor shall:

- a. cooperate with the State as reasonably requested by the State to investigate and resolve the Data Breach.
- b. promptly implement necessary remedial measures, if necessary.
- c. document responsive actions taken related to the Data Breach, including any post-incident review of events and actions taken to make changes in business practices in providing the services, if necessary.

**STATE OF NEW HAMPSHIRE**  
**Dept of Safety, Division of State Police**  
**Diverse Computing, Inc.**  
**SP-JIB-03-2026-02**

**EXHIBIT B – STATEMENT OF WORK BUSINESS AND TECHNICAL REQUIREMENTS AND DELIVERABLES**

---

Unless otherwise stipulated, if a Data Breach is a direct result of the Contractor’s breach of its contract obligation or the third-party hosting company to encrypt Personal Data or otherwise prevent its release, the Contractor and/or the third-party hosting company shall bear the costs associated with:

- a. the investigation and resolution of the Data Breach.
- b. notifications to individuals, regulators or others required by State law.
- c. a credit monitoring service required by State (or federal) law.
- d. a website or a toll-free number and call center for affected individuals required by State law – all not to exceed the average per record per person cost calculated for Data Breaches in the United States (currently \$201 per record/person) in the most recent Cost of Data Breach Study: Global Analysis published by the Ponemon Institute at the time of the Data Breach.
- e. complete all corrective actions as reasonably determined by the Contractor based on root cause; all [(a) through (e)] subject to this Contract’s limitation of liability.

**9. ADMINISTRATIVE SERVICES**

The Contract shall provide the State with the Administrative Services set forth in the Contract, and particularly described in Exhibit D: Administrative Services

**10. TERMS AND DEFINITIONS**

Terms and Definitions applicable to this Contract are identified in Exhibit E: Terms and Definitions.

**11. CONTRACTOR’S CERTIFICATES**

Required Contractor Certificates are attached in Exhibit F.

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**STATE OF NEW HAMPSHIRE**  
**Dept of Safety, Division of State Police**  
**Diverse Computing, Inc.**  
**SP-JIB-03-2026-02**  
**EXHIBIT C – PRICE AND PAYMENT SCHEDULE**

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## EXHIBIT C – PRICE AND PAYMENT SCHEDULE

The terms outlined in the Payment Schedule is set forth below:

### 1. CONTRACT PRICE

Notwithstanding any provision in the Contract to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments made by the State exceed the amount indicated in P-37 General Provisions - Block 1.8: Price Limitation. The payment by the State of the total Contract price shall be the only, and the complete reimbursement to the Contractor for all fees and expenses, of whatever nature, incurred by the Contractor in the performance hereof.

### 2. TRAVEL EXPENSES

The State will not be responsible for any travel or out of pocket expenses incurred in the performance of the Services performed under this Contract. The Contractor must assume all travel and related expenses incurred by Contractor in performance of its obligations. All labor rates in this Agreement will be considered “Fully Loaded,” including, but not limited to: meals, hotel/housing, airfare, car rentals, car mileage, and any additional out of pocket expenses.

### 3. SHIPPING FEES

The State will not pay for any shipping or delivery fees unless specifically itemized in this Agreement.

### 4. INVOICING

The Contractor shall submit correct invoices to the State for all amounts to be paid by the State. All invoices submitted shall be subject to the State’s prior written approval, which shall not be unreasonably withheld. The Contractor shall only submit invoices for Services or Deliverables as permitted by the Contract and identified in the Payment Schedule below. Invoices must be in a format as determined by the State and contain detailed information, including without limitation: itemization of each Deliverable and identification of the Deliverable for which payment is sought, and the Acceptance date triggering such payment; date of delivery and/or installation; monthly maintenance charges; any other Project costs or retention amounts if applicable.

Upon Acceptance of a Deliverable, and a properly documented and undisputed invoice, the State will pay the correct and undisputed invoice within thirty (30) days of invoice receipt. Invoices will not be backdated and shall be promptly dispatched.

Invoices shall be sent to:

State of New Hampshire  
Accounts Payable  
33 Hazen Drive  
Concord, NH 03305  
OR via e-mail to:

[accountspayable@dos.nh.gov](mailto:accountspayable@dos.nh.gov)

**STATE OF NEW HAMPSHIRE**  
**Dept of Safety, Division of State Police**  
**Diverse Computing, Inc.**  
**SP-JIB-03-2026-02**  
**EXHIBIT C – PRICE AND PAYMENT SCHEDULE**

**5. PAYMENTS**

Payments shall be made via ACH. [Enroll with the State Treasury for ACH payments.](#)

**6. OVERPAYMENTS TO THE CONTRACTOR**

The Contractor shall promptly, but no later than fifteen (15) business days, return to the State the full amount of any overpayment or erroneous payment upon discovery or notice from the State.

**7. CREDITS**

The State may apply credits due to the State arising out of this Contract, against the Contractor’s invoices with appropriate information attached.

**8. PAYMENT SCHEDULE**

**8.1. Contract Type**

This is a Fixed Firm Price Contract. The total Contract value is indicated in P-37 General Provisions - Block 1.8: Price Limitation for the period between the Effective Date through date indicated in P-37 General Provisions - Block 1.7: Completion Date. The Contractor shall be responsible for performing its obligations in accordance with the Contract. This Contract will allow the Contractor to invoice quarterly to the State for the following activities, Deliverables, or milestones appearing in the price and payment tables below.

**8.2. Activities / Deliverables / Milestones Pricing**

Engagement Description		Cost
<b>Fiscal Year 2027</b> July 1, 2026 - June 30, 2027	<b>Year 1: Develop, Implement, and Manage the NHSP CJA &amp; NCJA Audit Program</b> for up to 250 CJAs and 400 NCJAs (based on triennial audit schedule) including the following CJIS Program Areas: <ul style="list-style-type: none"> <li>• ITSA</li> <li>• NSOR</li> <li>• NCJA</li> <li>• NDEx</li> <li>• NICS</li> </ul>	\$198,225
<b>Fiscal Year 2028</b> July 1, 2027 - June 30, 2028	<b>Year 2: Manage and Maintain the NHSP CJA &amp; NCJA Audit Program</b> for up to 250 CJAs and 400 NCJAs (based on triennial audit schedule) including the following CJIS Program Areas: <ul style="list-style-type: none"> <li>• ITSA</li> <li>• NSOR</li> <li>• NCJA</li> <li>• NDEx</li> <li>• NICS</li> </ul>	\$198,225
<b>Fiscal Year 2029</b> July 1, 2028 - June 30, 2029	<b>Year 3: Manage and Maintain the NHSP CJA &amp; NCJA Audit Program</b> for up to 250 CJAs and 400 NCJAs (based on triennial audit schedule) including the following CJIS Program Areas: <ul style="list-style-type: none"> <li>• ITSA</li> <li>• NSOR</li> <li>• NCJA</li> <li>• NDEx</li> <li>• NICS</li> </ul>	\$198,225
<b>TOTAL:</b>		<b>\$597,675</b>

**STATE OF NEW HAMPSHIRE**  
**Dept of Safety, Division of State Police**  
**Diverse Computing, Inc.**  
**SP-JIB-03-2026-02**  
**EXHIBIT D – ADMINISTATIVE SERVICES**

**8.3. Payment Schedule**

<b>Payment Schedule</b>		
<b>Service Dates</b>	<b>Description</b>	<b>Invoice Total</b>
7/1/2026 - 9/30/2026	CJIS ACE Services (FY27, Quarter 1)	<b>\$ 49,556.25</b>
10/1/2026 - 12/31/2026	CJIS ACE Services (FY27, Quarter 2)	<b>\$ 49,556.25</b>
1/1/2027 - 3/31/2027	CJIS ACE Services (FY27, Quarter 3)	<b>\$ 49,556.25</b>
4/1/2027 - 6/30/2027	CJIS ACE Services (FY27, Quarter 4)	<b>\$ 49,556.25</b>
7/1/2027 - 9/30/2027	CJIS ACE Services (FY28, Quarter 1)	<b>\$ 49,556.25</b>
10/1/2027 - 12/31/2027	CJIS ACE Services (FY28, Quarter 2)	<b>\$ 49,556.25</b>
1/1/2028 - 3/31/2028	CJIS ACE Services (FY28, Quarter 3)	<b>\$ 49,556.25</b>
4/1/2028 - 6/30/2028	CJIS ACE Services (FY28, Quarter 4)	<b>\$ 49,556.25</b>
7/1/2028 - 9/30/2028	CJIS ACE Services (FY29, Quarter 1)	<b>\$ 49,556.25</b>
10/1/2028 - 12/31/2028	CJIS ACE Services (FY29, Quarter 2)	<b>\$ 49,556.25</b>
1/1/2029 - 3/31/2029	CJIS ACE Services (FY29, Quarter 3)	<b>\$ 49,556.25</b>
4/1/2029 - 6/30/2029	CJIS ACE Services (FY29, Quarter 4)	<b>\$ 49,556.25</b>
<b>Total</b>		<b>\$597,675</b>

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**STATE OF NEW HAMPSHIRE**  
**Dept of Safety, Division of State Police**  
**Diverse Computing, Inc.**  
**SP-JIB-03-2026-02**  
**EXHIBIT D – ADMINISTRATIVE SERVICES**

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## EXHIBIT D – ADMINISTRATIVE SERVICES

### 1. DISPUTE RESOLUTION

Prior to the filing of any formal proceedings with respect to a dispute (other than an action seeking injunctive relief with respect to intellectual property rights or Confidential Information), the Party believing itself aggrieved (the “Invoking Party”) shall call for progressive management involvement in the dispute negotiation by written notice to the other Party. Such notice shall be without prejudice to the Invoking Party’s right to any other remedy permitted under the Contract.

The Parties shall use reasonable efforts to arrange personal meetings and/or telephone conferences as needed, at mutually convenient times and places, between negotiators for the Parties at the following successive management levels, each of which shall have a period of allotted time as specified below in which to attempt to resolve the dispute:

**Table E: Dispute resolution responsibility and schedule**

Level	Contractor Point of Contact (POC)	State Point of Contact (POC)	Cumulative Allotted Time
First	Director of CJIS ACE	Captain, JIB Commander	5 Days
Second	Director of CJIS ACE	NHSP Lieutenant Colonel	10 Days
Third	Director of CJIS ACE	DOS Commissioner	15 Days

The allotted time for the first level negotiations shall begin on the date the Invoking Party’s notice is received by the other Party. Subsequent allotted time is days from the date that the original Invoking Party’s notice is received by the other Party.

### 2. ACCESS AND COOPERATION

Subject to the terms of this Agreement and applicable laws, regulations, and policies, the State will provide the Contractor with access to all program files, libraries, personal computer-based Systems, Software packages, Network Systems, security Systems, and hardware as required to complete the contracted Services.

### 3. RECORD RETENTION

Contractor and its Subcontractors shall maintain all Project records including but not limited to books, records, documents, and other evidence of accounting procedures and practices, which properly and sufficiently reflect all direct and indirect costs invoiced in the performance of their respective obligations under the Contract. Contractor and its Subcontractors shall retain all such records for three (3) years following termination of the Contract, including any extensions. Records relating to any litigation matters regarding the Contract shall be kept for one (1) year following the termination of all litigation, including the termination of all appeals or the expiration of the appeal period.

Upon prior notice and subject to reasonable time frames, all such records shall be subject to inspection, examination, audit and copying by personnel so authorized by the State and federal officials so authorized by law, rule, regulation or Contract, as applicable. Access to these items shall be provided within Merrimack County

**STATE OF NEW HAMPSHIRE**  
**Dept of Safety, Division of State Police**  
**Diverse Computing, Inc.**  
**SP-JIB-03-2026-02**  
**EXHIBIT D – ADMINISTRATIVE SERVICES**

---

of the State of New Hampshire, unless otherwise agreed by the State. Delivery of and access to such records shall be at no cost to the State during the three (3) year period following termination of the Contract and one (1) year Term following litigation relating to the Contract, including all appeals or the expiration of the appeal period. Contractor shall include the record retention and Review requirements of this section in any of its subcontracts.

**4. ACCOUNTING**

Contractor shall maintain an accounting System in accordance with Generally Accepted Accounting Principles (GAAP). The costs applicable to the Contract shall be ascertainable from the accounting System.

**5. AUDIT**

The Contractor shall allow the State to audit conformance to the contract terms. The State may perform this audit or contract with a third party at its discretion and at the State's expense.

**6. MISCELLANEOUS WORK REQUIREMENTS**

**6.1. Access to State Systems**

In consideration for receiving access to and use of the computer facilities, network, licensed or developed software, software maintained or operated by any of the State entities, systems, equipment, Documentation, information, reports, or data of any kind (hereinafter "Information"), Contractor understands and agrees to abide by all policy and procedures documented in the New Hampshire Statewide Information Security Manual (available on request) or derivatives and the following rules:

**6.2. Computer Use**

Every Authorized User has the responsibility to assure the protection of information from unauthorized access, misuse, theft, damage, destruction, modification, or disclosure.

That information shall be used solely for conducting official State business, and all other use or access is strictly forbidden including, but not limited to, personal, or other private and non-State use and that at no time shall Contractor access or attempt to access any information without having the express authority to do so.

That at no time shall Contractor access or attempt to access any information in a manner inconsistent with the approved policies, procedures, and /or agreements relating to system entry/access.

That all software licensed, developed, or being evaluated by the State cannot be copied, shared, distributed, sub-licensed, modified, reverse engineered, rented, or sold, and that at all times Contractor must use utmost care to protect and keep such software strictly confidential in accordance with the license or any other agreement executed by the State. Only equipment or software owned, licensed, or being evaluated by the State, can be used by Contractor Personal software (including but not limited to palmtop sync software) shall not be installed on any equipment.

**STATE OF NEW HAMPSHIRE**  
**Dept of Safety, Division of State Police**  
**Diverse Computing, Inc.**  
**SP-JIB-03-2026-02**  
**EXHIBIT D – ADMINISTRATIVE SERVICES**

---

That if Contractor is found to be in violation of any of the above-stated rules, the Contractor may face default and termination under the Agreement and the individual may face removal from the State Contract, and/or criminal or civil prosecution, if the act constitutes a violation of law.

That computer use shall follow the State standard policy (Statewide Computer Use Policy is available upon request)

**6.3. Email Use**

Email and other electronic communication messaging systems are State of New Hampshire property and are to be used for business purposes only. Email is defined as “internal email systems” or “State-funded email systems.” Contractor understands and agrees that use of email shall follow State standard policy (Statewide Computer Use Policy is available upon request).

**6.4. Internet/Intranet Use**

The Internet/Intranet is to be used for access to and distribution of information in direct support of the business of the State of New Hampshire according to State standard policy (Statewide Computer Use Policy is available upon request).

**6.5. State Website Copyright**

All right, title and interest in the State WWW site, including copyright to all Data and information, shall remain with the State. The State shall also retain all right, title and interest in any user interfaces and computer instructions embedded within the WWW pages. All WWW pages and any other Data or information shall, where applicable, display the State's copyright.

**6.6. Workspace Requirement**

The State will work with Contractor to determine requirements for providing necessary workspace and office equipment for Contractor's staff.

**6.7. Workplace Hours**

Unless otherwise agreed to by the State, the Contractor's personnel shall work forty (40) hour weeks between the hours of 8 am and 5 pm (Eastern Time), excluding State of New Hampshire holidays. Changes to this Schedule may be made upon agreement with the State Project Manager.

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**STATE OF NEW HAMPSHIRE**  
**Dept of Safety, Division of State Police**  
**Diverse Computing, Inc.**  
**SP-JIB-03-2026-02**  
**EXHIBIT E – TERMS AND DEFINITIONS**

## EXHIBIT E – TERMS AND DEFINITIONS

The following general contracting terms and definitions apply except as specifically noted elsewhere in this Contract.

TERM	DEFINITION
Acceptance	Notice from the State that a Deliverable has satisfied Acceptance Test or Review.
Confidential Information	<p>Information required to be kept Confidential and restricted from unauthorized disclosure under the Contract. “Confidential Information” or “Confidential Data” means all private/restricted confidential information disclosed by one party to the other.</p> <p>Confidential Information includes any and all information owned or managed by the State of New Hampshire, of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes but is not limited to Personal Health Information (PHI), Personally Identifiable Information (PII), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.</p>
CSO	CJIS System Officer
CJIS	Criminal Justice Information System
CJISSECPOL	CJIS Security Policy
Data	State records, files, forms, electronic information and other documents or information, in either electronic or paper form, that will be used /converted by the Contractor during the contract term.

**STATE OF NEW HAMPSHIRE**  
**Dept of Safety, Division of State Police**  
**Diverse Computing, Inc.**  
**SP-JIB-03-2026-02**  
**EXHIBIT E – TERMS AND DEFINITIONS**

Data Breach	Data Breach means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for another than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. Regarding Protected Health Information, “Data Breach” shall have the same meaning as the term “Breach” in section 164.402 of Title 45, Code of Federal Regulations.
Deficiency (-ies)/Defects	A failure, shortcoming or error in a Deliverable resulting in a Deliverable, the Software, or the System, not conforming to its Specifications.
Deliverable	Any written, software, or non-software item (letter, report, manual, book, code, or other) provided by the Contractor to the State or under the terms of a Contract requirement.
Documentation	All information that describes the installation, operation, and use of the Software, either in printed or electronic format.
Enhancements	Updates, additions, modifications to, and new releases for the Software or System, and all changes to the Documentation as a result of improvement in quality, value, or extent.
FBI	Federal Bureau of investigation
Implementation	The process for making the System fully Operational for processing the Data.
ITSA	Information Technology Security
NCJA	Non-Criminal Justice Agency
NDEx	National Data Exchange
NGI	Non-Criminal Justice Agency-Next Generation Identification
NHSP	New Hampshire State Police
NICS	National Instant Criminal Background Check System

**STATE OF NEW HAMPSHIRE**  
**Dept of Safety, Division of State Police**  
**Diverse Computing, Inc.**  
**SP-JIB-03-2026-02**  
**EXHIBIT E – TERMS AND DEFINITIONS**

NSOR	National Sex Offender Registry
Non-Public Information	Information, other than Personal Information, that is not subject to distribution to the public as public information. It is deemed to be sensitive and confidential by the State because it contains information that is exempt by statute, ordinance or administrative rule from access by the general public as public information.
Operational	Operational means that the System is ready for use and fully functional, all Data has been loaded; the System is available for use by the State in its daily operations, and the State has issued Acceptance.
Personal Information	“Personal Information” (or “PI”) or “Personally Identifiable Information” (PII) means information which can be used to distinguish or trace an individual’s identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother’s maiden name, etc.
Project	The planned undertaking regarding the entire subject matter of an RFP and Contract and the activities of the parties related hereto.
Proposal	A written plan put forth by a Vendor for consideration in response to a solicitation by the State.
Security Incident	“Security Incident” shall have the same meaning “Computer Security Incident” in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.
Services	The work or labor to be performed by the Contractor on the Project as described in a contract.
Software	All Custom, SAAS and COTS Software provided by the Contractor under the Contract.
Software License	Licenses provided to the State under this Contract.

**STATE OF NEW HAMPSHIRE**  
**Dept of Safety, Division of State Police**  
**Diverse Computing, Inc.**  
**SP-JIB-03-2026-02**  
**EXHIBIT E – TERMS AND DEFINITIONS**

Solution	A proposed set of Software and Services addressing the requirements and terms of the RFP or sole source project.
Specifications	Written details that set forth the requirements which include, without limitation, the RFP, the Proposal, the Contract, any performance standards, Documentation, applicable State and federal policies, laws and regulations, State technical standards, subsequent State-approved Deliverables, and other specifications and requirements described in the Contract Documents. The Specifications are, by this reference, made a part of the Contract as though completely set forth herein.
State Data	All Data created or in any way originating with the State, and all Data that is the output of computer processing of or other electronic manipulation of any Data that was created by or in any way originated with the State, whether such Data or output is stored on the State’s hardware, the Contractor’s hardware or exists in any system owned, maintained or otherwise controlled by the State or by the Contractor.
State Fiscal Year (SFY)	The New Hampshire State Fiscal Year (SFY) runs from July 1 of the preceding calendar year through June 30 of the applicable calendar year.
Subcontractor	A person, partnership, or company not in the employment of, or owned by, the Contractor which is performing Services under this Contract under a separate Contract with or on behalf of the Contractor.
System	All Software, specified hardware, interfaces and extensions, integrated and functioning together in accordance with the Specifications.
Term	Period of the Contract from the Effective Date through the Completion Date identified in the P-37 General Provisions or termination.
Work Plan	Documentation that details the activities for the Project created in accordance with the Contract. The plan and delineation of tasks, activities and events to be performed and Deliverables to be produced under the Project as specified in Appendix B: Business/Technical Requirements and Deliverables. The Work Plan shall include a detailed description of the Schedule, tasks/activities, Deliverables, critical events, task dependencies, and the resources that would lead and/or participate on each task.

**STATE OF NEW HAMPSHIRE**  
**Dept of Safety, Division of State Police**  
**Diverse Computing, Inc.**  
**SP-JIB-03-2026-02**

**EXHIBIT F – ATTACHMENTS AND CONTACTOR CERTIFICATES**

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## EXHIBIT F – ATTACHMENTS AND CONTRACTOR CERTIFICATES

### 1. ATTACHMENTS

Attachment 1 - Agency Compliance Documents

### 2. CONTRACTOR CERTIFICATES

- a. Certification Regarding Lobbying
- b. Certification Regarding Debarment and Suspension
- c. Contractor's Certificate of Good Standing
- d. Contractor's Certificate of Vote/Authority
- e. Contractor's Certificate of Insurance

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**STATE OF NEW HAMPSHIRE**  
**Dept of Safety, Division of State Police**  
**Diverse Computing, Inc.**  
**SP-JIB-03-2026-02**

**EXHIBIT F – ATTACHMENTS AND CONTACTOR CERTIFICATES**

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**CERTIFICATION REGARDING LOBBYING**

The undersigned certifies, to the best of his or her knowledge and belief, that:

- a. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any State or Federal Agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal amendment, or modification of any Federal contract grant, loan, or cooperative agreement.
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any State or Federal Agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit the "Disclosure of Lobbying Activities" form in accordance with its instructions.
- c. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making and entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

I acknowledge, understand, and accept these terms and conditions:

Contractor Signature: William M. Tatum

Date: 05/01/2026

**STATE OF NEW HAMPSHIRE**  
**Dept of Safety, Division of State Police**  
**Diverse Computing, Inc.**  
**SP-JIB-03-2026-02**

**EXHIBIT F – ATTACHMENTS AND CONTACTOR CERTIFICATES**

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**CERTIFICATE REGARDING DEBARMENT, SUSPENSION, AND OTHERS**

Certification Regarding Debarment, Suspension, and Other Responsibility Matters –

Primary Covered Transactions.

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and all its principals:
  - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification and
  - d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this agreement.

I acknowledge, understand, and accept these terms and conditions:

Contractor Signature: William M. Tatum

Date: 05/01/2026



# State of New Hampshire

## Department of State

### Payment Receipt



**Work Order #:** 20269981273064

**Receipt Date/Time:** 04/22/2026 05:50:00 PM

**Payer Information:**

Diverse Computing, Inc.  
3717 Apalachee Pkwy, Suite 102  
Tallahassee, FL, 32311, USA

**Payer Customer ID:** 689700

**Filer Information:**

Diverse Computing, Inc.  
3717 Apalachee Pkwy, Suite 102  
Tallahassee, FL, 32311, USA

**Filer Customer ID:** 689700

**Payment Information:**

Date	Payment Type	Payment Reference	Authorization #	Payment Status	Payment Amount
04/22/2026 05:50:00 PM	CR	CC#: xxxxxxxxxxxx9857	000790	Paid	\$107.00
<b>Total Payment Received:</b>					\$107.00

**Transaction Description:**

Transaction #	Description	Reference Information
20269981273064-000	Electronic Handling Charge	N/A
20269981273064-001	Business Formation	DIVERSE COMPUTING, INC.

**Transaction Information:**

Date Received	Transaction #	Processing Status	Invoice Status	Amount
04/22/2026 05:50:00 PM	20269981273064-000	Accepted	Paid	\$2.00
04/22/2026 05:50:00 PM	20269981273064-001	Accepted	Paid	\$105.00
<b>Total:</b>				\$107.00

<b>Drawdown Account Balance:</b>	\$0.00	<b>Total Due:</b>	\$0.00
<b>Credit Account Balance:</b>	\$0.00	<b>Total Refunded:</b>	\$0.00
		<b>Total Change To Credit Account Balance:</b>	\$0.00

**Corporate Resolution**

I, Daniel Percy, hereby certify that I am duly elected Clerk/Secretary of  
*(Name)*  
Diverse Computing, Inc.. I hereby certify the following is a true copy of a vote  
*(Name of Corporation)*

taken at a meeting of the Board of Directors/shareholders, duly called and held on April 24, 2026  
*(Date)*

at which a quorum of the Directors/shareholders were present and voting.

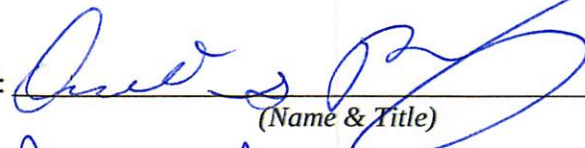
**VOTED:** That William Tatum, President is duly authorized to enter  
*(Name and Title) (May list more than one person)*

into contracts or agreements on behalf of Diverse Computing, Inc.  
*(Name of Corporation)*

with the State of New Hampshire and any of its agencies or departments and further is authorized to execute any documents which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract to which this certificate is attached. This authority **remains valid for thirty (30) days** from the date of this Corporate Resolution. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

**DATED:** April 24, 2026

**ATTEST:**   
*(Name & Title)*  
Daniel G. Percy, Co Founder

