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OFFICE OF PROFESSIONAL LICENSURE AND CERTIFICATION
STATE OF NEW HAMPSHIRE
DIVISION OF ADMINISTRATION

121 South Fruit Street
Concord, N.H. 03301-2412
Telephone 603-271-3800

PETER DANLES
Executive Director

KIRA HAGEMAN
Director of Administration



May 23, 2017

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Office of Professional Licensure and Certification, Division of Technical Professions, Real Estate Commission, to enter into a contract with PSI Services LLC of Glendale, California (Vendor Code 170061) for testing services from July 1, 2017 to June 30, 2020, in an amount not to exceed \$537,000. 100% Real Estate Exam Fees

Funds are anticipated to be available in the account titled Division of Technical Professions pending approval of future budgets, and with authority to adjust encumbrances between State Fiscal Years through the Budget Office, if needed and justified.

Technical Professions	FY 2018	FY 2019	FY 2020
01-21-21-212010-24050000			
104-500742 Certification Expense	\$179,000	\$179,000	\$179,000

EXPLANATION

Pursuant to RSA 331-A:11, the Real Estate Commission is required to administer examinations to candidates for real estate broker and salesperson licenses in the State of New Hampshire.

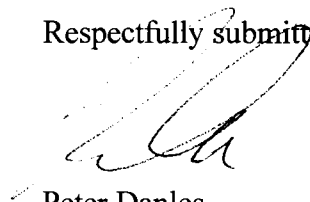
The Real Estate Commission's current vendor, Applied Measurement Professionals, Inc., was acquired by PSI Services LLC in 2016 and is now a fully integrated organization known as PSI Services LLC. The collective company has administered the real estate broker and salesperson license examinations for the Real Estate Commission since July 1, 2003. The expiration date of the current contract is June 30, 2017.

The Real Estate Commission requires the vendor that administers the real estate examination services for New Hampshire to be accredited by the Association of Real Estate License Law Officials (ARELLO). The Commission solicited requests for proposals from two (2) real estate examination service companies that are accredited by ARELLO and received one (1) response, from PSI Services LLC.

The submitted proposal meets all requirements of the request for proposal and the price per exam is the same as the current contract price per exam. The contract value is estimated on an increasing number of applicants taking the exam.

Thank you for your consideration of this matter.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Peter Danles', is written over the text 'Respectfully submitted,'.

Peter Danles
Executive Director
Office of Professional Licensure and Certification

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.

RECEIVED

MAY 22 2017

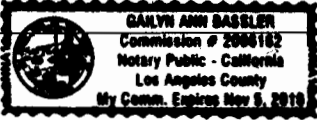
STATE OF NH
OPLC TECH

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name OPLC, N.H. Real Estate Commission		1.2 State Agency Address 121 South Fruit Street Concord, NH 03301	
1.3 Contractor Name PSI Services LLC		1.4 Contractor Address 611 N. Brand Blvd. 10 th Floor Glendale, CA 91203	
1.5 Contractor Phone Number (818) 847-6180	1.6 Account Number 01-21-21-212010-24050000-104-500742	1.7 Completion Date 06/30/2020	1.8 Price Limitation \$537,000
1.9 Contracting Officer for State Agency Peter Danles, Executive Director OPLC		1.10 State Agency Telephone Number 603-271-6766	
1.11 Contractor Signature <i>David Earl</i>		1.12 Name and Title of Contractor Signatory David Earl, Controller	
1.13 Acknowledgement: State of <i>California</i> , County of <i>Los Angeles</i> On <i>May 19th, 2017</i> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace <i>Gailyn Ann Bassler</i> [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace <i>Gailyn Ann Bassler, Notary Public</i>			
1.14 State Agency Signature <i>[Signature]</i>		1.15 Name and Title of State Agency Signatory <i>Keith D. O'Neil & Robert L. Lensi & [Signature]</i>	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: <i>Carolecia</i>			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: <i>Jill Pelow</i> On: <i>5/24/17</i>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

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

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

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

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

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

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

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

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


7. PERSONNEL.

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

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

Contractor Initials

Date


5/19/17

Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

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

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

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

14. INSURANCE.

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

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

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

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

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

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

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

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

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

such approval is required under the circumstances pursuant to State law, rule or policy.

19. CONSTRUCTION OF AGREEMENT AND TERMS.

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.


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

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

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

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

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

Contractor Initials 
Date 5/19/17

Additional provisions incorporated as part of the agreement signed by PSI Services LLC on New Hampshire State P-37 Agreement Form.

Subject titled: Real Estate Exam Testing Services

EXHIBIT A – SCOPE OF SERVICES

This contract agreement, effective the 1st day of July, 2017, and to continue through the 30th day of June 2020, by and between PSI Services LLC, of Glendale, California (herein referred to as “PSI Services LLC”), a corporation of the state of California, and the Real Estate Commission of the State of New Hampshire (herein referred to as “Commission”). This Agreement consists of the following documents: Exhibits A, B and C, and Appendix 1 which are all incorporated herein by reference as if fully set forth herein.

PSI Services LLC will:


- A. Test all candidates using computer-based method;
- B. Obtain the Commission’s approval for all examination questions and simulation problems, original or revised, prior to first use;
- C. Develop and maintain unique, valid, reliable, secure and legally defensible examinations for entry-level real estate salespersons and brokers for the State of New Hampshire in accordance with specifications developed by PSI Services LLC, and an Examination Review Committee (ERC) consisting of specialists from the State of New Hampshire, the Commission and PSI Services LLC staff members. A two-part multiple-choice test is required for salespersons and a national portion simulation test and a state portion multiple-choice test is required for brokers. The first part of the examination for both salespersons and brokers will be a national portion that will measure knowledge and skills relevant to general practices and principles of real estate that are common to all licensing jurisdictions. The second part of the examination will be a State of New Hampshire portion that will measure knowledge and skills relevant to real estate laws, rules and regulations specific to the State of New Hampshire and other topics to be determined by the Commission. The national and state multiple-choice examinations shall be interchanged and scrambled so that each test presentation is unique. A permanent file shall be maintained of all candidates who have tested including their test scores and response records of each candidate;
- D. Organize test administrations and administer examinations on a Monday through Friday schedule throughout the term of the contract. The examinations are to be administered in four (4) separate test centers acceptable to the Commission in Concord, Manchester, Nashua and Portsmouth, NH. Organize test administrations and administer examinations on Saturdays at all New Hampshire sites on a rotating basis and offer New Hampshire examinations at other PSI Services LLC testing locations throughout the United States. Examinations may be


5/19/17

administered at other times and places as may be agreed upon by the Commission and PSI Services LLC.

- E. Establish and operate four (4) test centers within New Hampshire, provided with physical facilities and equipment adequate for testing and meet the accessibility requirement of the Americans with Disabilities Act, provide all test center personnel, and accommodation of special testing needs of candidates with disabilities.
- F. Print and distribute sufficient copies of the New Hampshire Examination Candidate Handbooks to the Commission, individual candidates and other designated parties upon request;
- G. Provide at least one (1) toll-free PSI Services LLC telephone number to all candidates for inquiries or to resolve any concerns in a timely, efficient, and responsible manner regarding test scheduling, test examination, administration and test results;
- H. Timely process candidate registration information received from the Commission;
- I. Provide the candidates the option to schedule examinations through PSI Services LLC's on-line scheduling system or by a toll-free telephone number;
- J. Score examinations and provide the examination results to the candidates at the testing site upon completion of the examination. Passing candidates shall be provided with a passing score report and a New Hampshire Real Estate Application form for Brokers and for Salespersons. Failing candidates shall receive a diagnostic profile of their strengths and weaknesses of the examination and instructions to re-apply for future examinations;
- K. Provide to the Commission on a monthly basis, the following reports:
 - 1. An alphabetical roster of all broker candidates who passed;
 - 2. An alphabetical roster of all salesperson candidates who passed;
 - 3. An alphabetical roster of all broker candidates who failed;
 - 4. An alphabetical roster of all salesperson candidates who failed;
 - 5. An alphabetical roster of all candidates who were absent from testing;
 - 6. Separate summary statistics for broker and salesperson examinations;
 - 7. Summary of pass/fail statistics for real estate pre-licensing schools/instructors.
- L. Provide summary reports of pass/fail statistics to NH accredited real estate pre-licensing schools/instructors.

COMMISSION WILL:


5/19/17


- A. At PSI Services LLC's request and availability, appoint individuals to the national and state exam review committee who are knowledgeable about the respective fields of real estate and about requirements for entry-level salespersons and brokers;
- B. Forward candidate registration information electronically on a periodic basis to PSI Services LLC;
- C. Protect the security of the examination by safekeeping under lock and key, if examination questions are temporarily furnished to the Commission by PSI Services LLC in paper format, and keep secure examination questions furnished electronically;
- D. Not use, copy, reproduce, disclose or otherwise transmit in any manner any examination questions temporarily furnished to the Commission by PSI Services LLC;
- E. Assist in the investigation of any security breach in connection with the development or administration of examinations;
- F. Provide PSI Services LLC with documentation of all real estate laws, rules and regulations currently in force in the State of New Hampshire, and promptly inform and provide documentation to PSI Services LLC of any and all changes in the State of New Hampshire laws, rules and regulations;
- G. Establish a passing score for the examination;
- H. Meet with PSI Services LLC representatives as necessary for the purpose of developing content specifications and reviewing examination questions and simulation problems for the national and state sections of the examination;
- I. Provide PSI Services LLC a list of accredited real estate schools at the beginning of each contract period, and notify PSI Services LLC of any additions or deletions in the interim.

EXHIBIT B – METHOD OF PAYMENT

In consideration for the services to be performed by PSI Services LLC hereunder, the Commission agrees to pay PSI Services LLC a fee of \$63.00 for each salesperson candidate registered and scheduled to be tested, and \$79.00 for each broker candidate registered and scheduled to be tested from the period of July 1, 2017 through June 30, 2020. Invoicing to the Commission will be on an administration basis, and payment shall be made by the Commission within thirty (30) days of receiving an accurate detailed invoice from PSI Services LLC, provided that a longer period is not required for Governor and Council approval. The price limitation of this contract is \$537,000.

EXHIBIT C – OTHER PROVISIONS

STATUTORY AUTHORITY OF THE COMMISSION:

Contractor Initials 
 Date 5/19/16

The Commission shall have sole responsibility for establishing minimum qualifications and passing requirements for candidates, and PSI Services LLC shall have no liability for general, special or consequential damages resulting from, or claiming to have resulted from establishing such qualifications and requirements, or from any other action by the Commission.

LEGAL SUPPORT:

In the event that legal action is taken against the Commission in which the validity of any examination is challenged, PSI Services LLC under this agreement, will provide support to the nature and extent of which will be appropriate to the circumstances of the litigation, including without limitations, assisting in pretrial discovery and preparation of PSI Services LLC witnesses and consultation on matters relevant to the litigation. PSI Services LLC will provide this support without charge to the Commission for the time of PSI Services LLC staff (and as appropriate, PSI Services LLC external legal counsel).

Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this agreement.

ASSIGNMENTS:

PSI Services LLC shall not assign this agreement or enter into subcontracts for any of the work described herein without obtaining prior written approval of the Commission except for transportation, shipping, delivery and communication services, printing of the examination materials, test center services, and soliciting other qualified persons for the purpose of drafting and offering advice on proposed examination questions.

FORCE MAJEURE:

The parties shall not be responsible for delays or failures in performance resulting from acts, event or conditions beyond their control, including but not limited to acts of God, strikes, riots, acts of war, epidemics, fire, communication line failures, power failures, private or public carrier failures, earthquakes or other disasters.

GOVERNING LAWS:

This agreement shall be governed by and construed under the laws of the State of New Hampshire.

RIGHTS TO MATERIALS:

The State of New Hampshire retains all ownership rights to documents, materials, reports, and item pools related to the New Hampshire state specific laws, rules, and regulations portion of the examination.

Contractor Initials 
Date 5/9/17

State of New Hampshire Real Estate Commission
Request for Proposal
Selection of Professional Testing Organization For Real Estate Examinations

APPENDIX 1

CONTRACTOR AUTHORIZED SIGNATURE VERIFICATION FORM

Individuals: Individuals have two options to verify signature authorization:

1. **Official Sample of Signature.** Signature verification may be accomplished by submitting a copy of a driver's license, passport, business ID or other official form of identification containing the authorized signatory's signature; or
2. **Notarization.** In the alternative, the Bidder can have their signature notarized in the space below.

Corporations: Corporations have two options to verify signature authorization [select one option].

1. **Authorization and Clerk Certification:** The corporate clerk must certify in the space below that they have witnessed the authorized signatory's signature (made in the clerk's presence) AND that the signatory is authorized to execute contracts and other documents and legally bind the corporation. (NOTE: Clerks may not self-certify if they are acting as the Clerk and as an authorized signatory. Alternative documentation should be submitted.); OR
2. **Authorization and Official Sample of Signature or Notarization** (Complete both "a" and "b" below)
 - (a) **Authorization.** The Bidder may attach a copy of a board of directors vote stating that each signatory is authorized to execute contracts and other documents and legally bind the corporation; AND
 - (b) **Official Sample of Signature or Notarization** (select one).
 - Official Sample of Signature.** Attach a copy of a driver's license, passport, business ID or other official form of identification containing an example of the authorized signatory's signature; OR
 - Notarization.** Have each of the signatory's signature notarized (made in a notary's presence) below.

Partnership or Other Entities

1. **Authorization.** Attach documentation for each signatory of authorization to execute contracts and other documents and legally bind the partnership or other entity; AND
2. **Official Sample of Signature or Notarization** (select one option):
 - (a) **Official Sample of Signature.** Attach a copy of a driver's license, passport, business ID or other official form of identification containing an example of the authorized signatory's signature; OR
 - (b) **Notarization.** Have their signature notarized in the space below.

THIS SECTION IS FOR NOTARIZATION OR CORPORATE CLERK CERTIFICATION

PRINT SIGNATORY'S FULL LEGAL NAME: David Dallas Earl

SIGNATURE: (as it will appear on document) David Earl

(NOTARY) I, Gailyn Ann Bassler as a notary public, certify under the pains and penalties of perjury that I witnessed the signature of the aforementioned signatory on behalf of the Bidder and the individual'

Gailyn Ann Bassler

Business Information

Business Details

Business Name:	PSI EXAM SERVICES	Business ID:	770978	
Business Type:	Foreign Limited Liability Company	Business Status:	Good Standing	
Business Creation Date:	05/23/2017	Name in State of Formation:	PSI SERVICES LLC	
Date of Formation in Jurisdiction:	10/26/2006			
Principal Office Address:	611 N. Brand Blvd., 10th Floor, Glendale, CA, 91203, USA			
Mailing Address:	611 N. Brand Blvd., 10th Floor, Glendale, CA, 91203, USA			
Citizenship / State of Formation:	Foreign/Delaware			
		Last Annual Report Year:	N/A	
		Next Report Year:	2018	
Duration:	Not Stated			
Business Email:	gailyn@psionline.com		Phone #:	818-847-6180
Notification Email:	gailyn@psionline.com		Fiscal Year End Date:	NONE

Principal Purpose

S.No	NAICS Code	NAICS Subcode
1	OTHER / OTHER / ADMINISTERING PROFESSIONAL CERTIFICATION & LICENSURE EXAMINATIONS	

Registered Agent Information

Name: Corporation Service Company d/b/a Lawyers Incorporating Service

Registered Office Address: 10 Ferry Street, Suite 313, Concord, NH, 03301, USA

Address:

Registered Mailing Address: 10 Ferry Street, Suite 313, Concord, NH, 03301, USA

Address:

Trade Name Information

Business Name	Business ID	Business Status
PSI EXAM SERVICES (/online/BusinessInquire/TradeNameInformation? businessID=596024)	770979	Active

Trade Name Owned By

Name	Title	Address
Filing History	Address History	View All Other Addresses
	Shares	Return to Search
		Back
		Name History

NH Department of State, Corporation Division, State House Annex, 3rd Floor Room 317, 25 Capitol St, Concord, NH 03301 Email: corporate@sos.nh.gov (<mailto:corporate%40sos.nh.gov>)

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PSI SERVICES LLC

**CONSENT IN LIEU OF A SPECIAL MEETING
OF THE SOLE MEMBER AND SOLE MANAGER**

FEBRUARY 27, 2015

The undersigned, being the Sole Managing Member of PSI Services LLC, a Delaware limited liability company (the "Company"), hereby takes the following actions and adopts the following resolutions by written consent pursuant to Section 18-404 of the Limited Liability Company Act of the State of Delaware:

I. AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT OF THE COMPANY

RESOLVED, that the form, terms and provisions of the Amended and Restated Limited Liability Company Agreement of the Company, dated as of the date hereof, by and among the Company and PSI Intermediate Holdings, LLC, a Delaware limited liability company (the "LLC Agreement"), together with all exhibits and schedules attached thereto, substantially in the form reviewed by the undersigned, and the Company's performance of its obligations under the LLC Agreement, be, and hereby are, in all respects, approved; and further resolved, that the Chief Executive Officer, President, Chief Financial Officer, any Treasurer, Secretary and such other officers of the Company as may be designated by the President (the "Authorized Officers"), be, and each hereby is, authorized and empowered to execute and deliver the LLC Agreement in the name and on behalf of the Company, substantially in the form approved, with such changes therein and modifications and amendments thereto as the Authorized Officers may in such officer's sole discretion approve, which approval shall be conclusively evidenced by such officer's execution thereof.

II. AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT OF PSI ENTERPRISES, LLC

RESOLVED, that the forms, terms and provisions of the Amended and Restated Limited Liability Company Agreement of the PSI Enterprises, LLC, a Delaware limited liability company (the "LLC"), dated as of the date hereof, by and among the members of the LLC (the "PSI Enterprises LLC Agreement"), together with all exhibits and schedules attached thereto or ancillary documents contemplated thereby, substantially in the form reviewed by the undersigned, hereby are, in all respects, authorized and approved; and further resolved, that the Authorized Officers, be, and each of them hereby is, authorized, empowered and directed, acting alone or with one or more other Authorized Officers, to execute and deliver, and to cause each of its subsidiaries to execute and deliver, the PSI

Enterprises LLC Agreement in the name and on behalf of the Company and its subsidiaries, substantially in the form approved, with such changes therein and modifications thereto as each such Authorized Officer may in such officer's discretion approve, which approval shall be conclusively evidenced by such officer's execution thereof.

III. ADVISORY AGREEMENT

RESOLVED, that the form, terms and provisions of the Advisory Agreement, dated as of the date hereof, by and among PSI Intermediate Holdings, LLC, the LLC, Waud Capital Partners Management III, L.P., a Delaware limited partnership, and the Company, a Delaware limited liability company (the "Advisory Agreement") be, and hereby is, in all respects, approved; and further resolved, that the Authorized Officers, be, and each of them hereby is, authorized, empowered and directed, acting alone or with one or more other Authorized Officers, to execute and deliver, and to cause each of its subsidiaries to execute and deliver, the Advisory Agreement in the name and on behalf of the Company and its subsidiaries, substantially in the form approved, with such changes therein and modifications thereto as each such Authorized Officer may in such officer's discretion approve, which approval shall be conclusively evidenced by such officer's execution thereof.

IV. OFFICERS

RESOLVED, that the following persons be, and each hereby is, appointed to serve as an officer of the Company in the capacities set forth opposite each person's respective name, effective as of the date hereof, until such person's successor is duly elected and qualified or until such person's earlier death, resignation or removal:

Stephen Tapp	President and Chief Executive Officer
Jeffrey Moxie	Chief Financial Officer, Treasurer and Secretary
David Earl	Assistant Secretary
Tadas Dabsys	Assistant Secretary

V. GENERAL

RESOLVED, that in order to fully carry out the intent and effectuate the purposes of the foregoing resolutions, any of the Authorized Officers be, and hereby are, authorized to take all such further actions, and to execute and deliver all such further agreements, instruments, documents or certificates, in the name and on behalf of the Company, and under its company seal or otherwise, and to pay all such fees and expenses, which shall in their judgment be necessary, proper or advisable and to perform all of the obligations of the Company in connection with or pursuant to the above resolutions.

FURTHER RESOLVED, that any acts of the Authorized Officers or of any person or persons designated and authorized to act by the Authorized Officers, which acts would have been authorized by the foregoing resolutions except that such acts where taken prior to the adoption of such resolutions, are hereby severally ratified, confirmed, approved and adopted as acts in the name and on behalf of the Company.

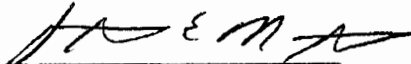
The actions taken by this consent shall have the same force and effect as if taken at a special meeting of the Managing Member of the Company duly called and constituted pursuant to the laws of the State of Delaware.

* * * * *

IN WITNESS WHEREOF, the undersigned have executed this consent as of the
date first written above.

Managing Member

PSI INTERMEDIATE HOLDINGS, LLC

By: 
Name: Jeffrey E. Moxie
Its: Chief Financial Officer, Treasurer, and
Secretary

PSI SERVICES LLC

SECRETARY'S CERTIFICATE

May 22, 2017

The undersigned, Jeffrey E. Moxie, hereby certifies that he is the duly elected and qualified Secretary of PSI Services LLC, a Delaware limited liability company (the "Company") and that, as such, he is authorized to execute this certificate on behalf of the Company, and further certifies, on behalf of the Company and not in his individual capacity, that the Consent in Lieu of a Special Meeting of the Sole Member and Sole Manager of the Company attached hereto as Exhibit A, dated as of February 27, 2015, is in full force and effect as of the date hereof.

IN WITNESS WHEREOF, I have hereto set my hand on behalf of the Company as of the date first written above.

By: 

Name: Jeffrey E. Moxie

Title: Secretary

Memo

May 9, 2017

Re: Opening of proposal for Real Estate Commission exam services

From: Rick Wisler, Chris Horne

To: File

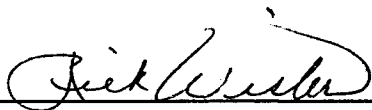
On Tuesday, May 9, 2017 at 2:00 Rick Wisler and Chris Horne were present to open a proposal received in response to the RFP for exam services. Only one proposal from PSI was received. Rick checked his emails whether the second company, Pearson Vue, sent any correspondence regarding their submission of a proposal. No communication was received from Pearson Vue after their initial questions dated April 25, 2017.

After opening the sealed box from PSI, Rick removed two binders – one labeled “original” the other labeled “Copy 1 of 1”.

Section 3.6 of the original proposal binder listed the pricing as: \$63.00 per salesperson and \$79.00 per Broker. Additional pricing was listed for optional services.

The opening of the proposal was completed at 2:15. Rick will review the complete content of the proposal in the coming days.

Submitted:



Rick Wisler, Administrator III



Chris Horne, Administrative Supervisor

OFFICE OF PROFESSIONAL LICENSURE AND CERTIFICATION

STATE OF NEW HAMPSHIRE

DIVISION OF TECHNICAL PROFESSIONS

121 South Fruit Street, Suite 201

Concord, N.H. 03301-2412

Telephone 603-271-2219 · Fax 603-271-6990

PETER DANLES
Executive Director

LINDA CAPUCHINO
Division Director

May 15, 2017

Linda Capuchino, Division Director
OPLC, Technical Division
121 South Fruit Street
Concord, NH 03301

Evaluation of PSI Exam Services Proposal

In June 2015 the New Hampshire Real Estate Commission (NHREC) entered in to a contract with Applied Measurement Professionals, Inc. (AMP) to provide real estate examination services for two years from July 1, 2015 through June 30, 2017. The contract was a result of a Request for Proposal (RFP) issued earlier that year in which two companies presented proposals, AMP and Pearson VUE. The contract awarded to AMP was for an amount not to exceed \$260,000 over the length of the contract. The cost was based on a projected number of exams at a rate of \$63.00 per salesperson candidate per exam, and \$79.00 per broker candidate per exam. AMP's cost per candidate was lower than Pearson VUE's cost proposal of \$80.00 per salesperson candidate and \$90.00 per broker candidate.

On April 20, 2017 the NHREC issued a Request for Proposal (RFP) for real estate examination services. The RFP was mailed to two vendors known by the Association of Real Estate License Law Officials (ARELLO) to have experience offering such services to similar state agencies overseeing real estate licensees throughout the United States. The two vendors included PSI Services of Glendale, CA and Pearson VUE of Bloomington, MN. It should be noted that in early 2016 PSI Services acquired the vendor currently under contract with the NHREC, AMP, and is now a fully integrated organization under the name of PSI Services.

Section 1.19 of the NHREC's RFP detailed a schedule of dates regarding the RFP process. Interested vendors had until May 1, 2017 to submit any questions regarding the RFP. Both vendors submitted questions by the deadline and received responses from the NHREC shortly thereafter. Also in accordance with section 1.19 proposals were to be submitted to the NHREC no later than 4:00 pm May 3, 2017. One company, PSI Services, submitted a proposal. No proposal or further communication was received from Pearson VUE.

The PSI Services proposal was reviewed, evaluated and scored by the NHREC's Administrator III, Rick Wisler, in accordance with section 2 of the RFP. Mr. Wisler has extensive experience writing RFPs and evaluating proposals over his 40 year career with the State of New Hampshire, including evaluations for: lottery gaming systems, legal services, advertising/marketing, janitorial, building leases, and more. At

the conclusion of the review, it was the Administrator III's opinion that PSI Services' proposal provided the information requested by the RFP resulting in the following scores:

2.1 Experience (maximum 20 points): **20 points awarded.** PSI Services has experience with 35 clients for real estate examination programs.

2.2 Test Development (maximum 10 points): **10 points awarded.** PSI Services offered experience and a comprehensive and sound approach to test development.

2.3 Accreditation (maximum 10 points): **10 points awarded.** PSI Services is an accredited member of ARELLO.

2.4 Test Administration Capabilities (maximum 10 points): **10 points awarded.** PSI Services offered a technological and physical secured system that is accommodating, flexible and extensive to allow New Hampshire candidates to test not only in the four specified cities in New Hampshire, but also in approximately 200 centers across the United States.

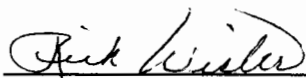
2.5 Price Proposal (maximum 40 points by using the formula: score = (Lowest Proposed Basic Price/Proposer's Basic Proposed Price) x 40 points): **40 points awarded.** PSI Services' price proposal is \$63.00 per salesperson candidate per exam and \$79.00 per broker candidate per exam. The price proposal was awarded the maximum of 40 points because it was the only proposal submitted. Please note: the price proposal is the same as the price in the current PSI Services' contract with the NHREC.

2.6. Legal Support (maximum 5 points): **5 points awarded.** PSI Services will cooperate with the NHREC in any investigation or legal action, and, if needed, will bear the expenses associated with providing witnesses to testify on the validity of tests developed by PSI Services.

2.7 Technology (maximum 5 points): **5 points awarded.** PSI Services' proposal identifies a reasonable and secured approach provide testing services and reporting needed by the NHREC, and provides a redundant communications network and data storage to ensure the integrity of all information in the event of power failure or natural disaster.

It is the opinion of the Administrator III that the NHREC should enter in to a contract with PSI Services for examination services as detailed in the RFP and vendor proposal.

Submitted by:



Rick Wisler, Administrator III