



Department of Administration  
 Purchasing Division  
 2019 Washington Street East  
 Post Office Box 50130  
 Charleston, WV 25305-0130

State of West Virginia  
**Contract**

Order Date: 01-07-2022

CORRECT ORDER NUMBER MUST APPEAR  
 ON ALL PACKAGES, INVOICES, AND  
 SHIPPING PAPERS. QUESTIONS  
 CONCERNING THIS ORDER SHOULD BE  
 DIRECTED TO THE DEPARTMENT  
 CONTACT.

Order Number:	CCT 0402 0033 EDD2000000002 6	Procurement Folder:	666767
Document Name:	PARENT SURVEY	Reason for Modification:	CHANGE ORDER NO. 3 - CONTRACT RENEWAL
Document Description:	WVDE Parent Survey		
Procurement Type:	Central Contract - Fixed Amt		
Buyer Name:	Joseph E Hager III		
Telephone:	(304) 558-2306		
Email:	joseph.e.hageriii@wv.gov	Effective Start Date:	2020-03-01
Shipping Method:	Best Way	Effective End Date:	2023-02-28
Free on Board:	FOB Dest, Freight Prepaid		

VENDOR		DEPARTMENT CONTACT	
Vendor Customer Code:	000000213844	Requestor Name:	Kelly L Hall
MEASUREMENT INC		Requestor Phone:	(304) 558-3660
423 MORRIS ST		Requestor Email:	kelly.l.hall@k12.wv.us
DURHAM	NC 27701		
US			
Vendor Contact Phone:	919-683-2413 Extension:		
Discount Details:			
	<b>Discount Allowed</b>	<b>Discount Percentage</b>	<b>Discount Days</b>
#1	No	0.0000	0
#2	Not Entered		
#3	Not Entered		
#4	Not Entered		

**22**  
 FILE LOCATION \_\_\_\_\_

INVOICE TO	SHIP TO
INTERNAL OPERATIONS DEPARTMENT OF EDUCATION BLDG 6, RM 700 1900 KANAWHA BLVD E CHARLESTON WV 25305 US	SECRETARY DEPARTMENT OF EDUCATION OFFICE OF SPECIAL EDUCATION & STUDENT SUPPORT 1900 KANAWHA BLVD E, BLDG 6 RM 700 CHARLESTON WV 25305-0330 US

Total Order Amount: \$112,196.00

Purchasing Division's File Copy

ENTERED

PURCHASING DIVISION AUTHORIZATION <i>Linda Harper</i> DATE: 1-10-2022 ELECTRONIC SIGNATURE ON FILE	ATTORNEY GENERAL APPROVAL AS TO FORM <i>John S. Gray</i> DATE: ELECTRONIC SIGNATURE ON FILE	ENCUMBRANCE CERTIFICATION <i>Beverly Tolson</i> DATE: 1-11-2022 ELECTRONIC SIGNATURE ON FILE
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1/11/2022

**Extended Description:**

Change Order No. 3 issued to renew the original contract according to all terms, conditions, prices and specifications contained in the original contract including all authorized change orders.

Effective Date: 03/01/2022 through 02/28/2023

Renewals Remaining: One (1)

All provisions of the original contract and subsequent change orders not modified herein shall remain in full force and effect.  
NO OTHER CHANGES.

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
1	86130000	0.00000		0.000000	\$1,496.00
<b>Service From</b>	<b>Service To</b>	<b>Manufacturer</b>		<b>Model No</b>	
2020-03-01	2023-02-28				

**Commodity Line Description:** DEVELOPMENT OF THE ON-LINE SURVEY SYSTEM

**Extended Description:**

One-time/lump sum fee for the development of the on-line survey system.

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
2	86130000	15000.00000	EA	3.690000	\$55,350.00
<b>Service From</b>	<b>Service To</b>	<b>Manufacturer</b>		<b>Model No</b>	

**Commodity Line Description:** PRICE PER SURVEY (ELECTONIC AND PAPER SURVEY)

**Extended Description:**

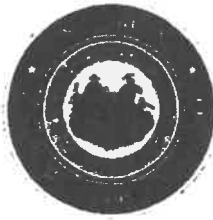
Price per Survey Mailed (not to exceed 15,000 number of surveys) to include paper and electronic survey, postage, sending survey, re-sending survey to non-respondents, data analysis by the State and LEA, report of data analysis and Indicator 8 requirements.

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
3	86130000	15000.00000	EA	3.690000	\$55,350.00
<b>Service From</b>	<b>Service To</b>	<b>Manufacturer</b>		<b>Model No</b>	

**Commodity Line Description:** PRICE PER SURVEY (ELECTONIC AND PAPER SURVEY)

**Extended Description:**

Price per Survey Mailed (not to exceed 15,000 number of surveys) to include paper and electronic survey, postage, sending survey, re-sending survey to non-respondents, data analysis by the State and LEA, report of data analysis and Indicator 8 requirements.



1900 Kanawha Boulevard, East, Building 6 • Charleston, WV 25305  
wvde.us

December 7, 2021

Mr. Thomas Kelsh  
Measurement Inc.  
41 State Street, Suite 403  
Albany, NY 12207

Subject: CCT 0402 EDD2000000002 Parent Survey

The West Virginia Department of Education is offering to renew subject contract under the same terms, conditions, pricing and specifications as contained in the original contract and all approved change orders. The renewal dates are March 01, 2022 through February 28, 2023. If your company agrees to this renewal, please sign below and return to my attention as soon as possible.

Remaining Renewals: 1 (ONE)

Also, attached is the Purchasing Affidavit that is to be part of the purchase order and is required to be signed and dated.

Please call if you have any questions.

Very truly yours,

Shelia Paitsel  
Director  
Office of Special Education

We agree to renew the contract for the period as stated above under the same terms and conditions in the original purchase order and any change orders thereto.

Thomas Kelsh / Thomas J. Kelsh  
Name / Signature

Dec. 9, 2021  
Date

Vice President  
Title

Attachment

STATE OF WEST VIRGINIA  
Purchasing Division

**PURCHASING AFFIDAVIT**

**CONSTRUCTION CONTRACTS:** Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

**ALL CONTRACTS:** Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

**EXCEPTION:** The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. Code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

**DEFINITIONS:**

**"Debt"** means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

**"Employer default"** means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

**"Related party"** means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

**AFFIRMATION:** By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

**WITNESS THE FOLLOWING SIGNATURE:**

Vendor's Name: Measurement Incorporated

Authorized Signature: Thomas J. Keel Date: 12/9/2021

State of New York

County of Albany, to-wit:

Taken, subscribed, and sworn to before me this 9<sup>th</sup> day of December, 2021.

My Commission expires March 4, 2022

**AFFIX SEAL HERE**

PAUL R. HARTER II  
Notary Public, State of New York  
Qualified in Rensselaer County  
No. 01HA6070547  
Commission Expires March 4, 2022

Paul R. Harter II

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## West Virginia Secretary of State — Online Data Services

### Business and Licensing

Online Data Services Help

### Business Organization Detail

*NOTICE: The West Virginia Secretary of State's Office makes every reasonable effort to ensure the accuracy of information. However, we make no representation or warranty as to the correctness or completeness of the information. If information is missing from this page, it is not in the The West Virginia Secretary of State's database.*

### MEASUREMENT INCORPORATED

Organization Information									
Org Type	Effective Date	Established Date	Filing Date	Charter	Class	Sec Type	Termination Date	Termination Reason	
C   Corporation	5/11/2012		5/11/2012	Foreign	Profit				

Organization Information									
<b>Business Purpose</b>	6117 - Educational Services - Educational Services - Educational Support Services			<b>Capital Stock</b>					
<b>Charter County</b>				<b>Control Number</b>	99UT7				
<b>Charter State</b>	NC			<b>Excess Acres</b>					
<b>At Will Term</b>				<b>Member Managed</b>					
<b>At Will Term Years</b>				<b>Par Value</b>					

**Authorized  
Shares**

**Young  
Entrepreneur**

Not Specified

## Addresses

**Type**

**Address**

**Local Office  
Address**

423 MORRIS ST  
DURHAM, NC, 27701

**Mailing Address**

423 MORRIS ST  
DURHAM, NC, 27701  
USA

**Notice of Process  
Address**

BUSINESS FILINGS INCORPORATED  
5098 WASHINGTON ST W STE 407  
Charleston, WV, 25313-1561

**Principal Office  
Address**

423 MORRIS STREET  
DURHAM, NC, 27701  
USA

**Type**

**Address**

## Officers

**Type**

**Name/Address**

**Director**

MICHAEL BUNCH  
423 MORRIS ST  
DURHAM, NC, 27701

**Director**

HENRY SCHERICH  
423 MORRIS ST  
DURHAM, NC, 27701

**President**

NELSON ANDROES  
423 MORRIS STREET  
DURHAM, NC, 27701

**Secretary**

KENDRA TIMBERLAKE  
423 MORRIS ST  
DURHAM, NC, 27701

**Treasurer**

TERESA BROWN  
423 MORRIS ST  
DURHAM, NC, 27701

**Vice-President**

ALEX AVILA  
423 MORRIS ST  
DURHAM, NC, 27701

**Type****Name/Address****Annual Reports****Filed For**

2021

2020

2019

2018

2017x

2017

2016

2015

2014

**Date filed**[File Your Current Year Annual Report Online Here](#)

For more information, please contact the Secretary of State's Office at 304-558-8000.

Friday, January 7, 2022 — 1:37 PM

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