



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

Request for Quotation

RFQ NUMBER
BPH70340

PAGE
1

ADDRESS: CORRESPONDENCE TO ATTENTION OF:
ROBERTA WAGNER 304-558-0067

*319110843 304-346-7550
 LAMBRIGHT ANNE WERUM ESQ
 PO BOX 722

WILLIAMSON WV 25661

VENDOR

SHIP TO

HEALTH AND HUMAN RESOURCES
 BPH - OFLAC
 VARIOUS LOCALES AS INDICATED
 BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
05/17/2006				
BID OPENING DATE: 06/21/2006		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1,708	HR		961-50		
<p>REQUEST FOR QUOTATION OPEN-END BLANKET CONTRACT</p> <p>THE WEST VIRGINIA PURCHASING DIVISION IS SOLICITING BIDS TO PROVIDE HEARING EXAMINER SERVICES FOR THE BUREAU FOR PUBLIC HEALTH, PER THE ATTACHED SPECIFICATIONS.</p> <p>PLEASE NOTE THE FOLLOWING ATTACHMENTS: 1) BPH70340 SPECIFICATIONS 2) PRICE QUOTATION SHEET 3) AFFIDAVIT</p> <p>VENDOR MUST COMPLETE THE PRICE QUOTATION SHEET AND PROVIDE THE REQUESTED INFORMATION WITH THIS REQUEST FOR BID QUOTATION.</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON JULY 1, 2006 AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABL</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
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<p>TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY</p>						

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<p>ORDERED FOR DELIVERY DURING THE TERM OF THE CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</p> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p>INQUIRIES WRITTEN QUESTIONS SHALL BE ACCEPTED THROUGH CLOSE OF BUSINESS ON WEDNESDAY, MAY 31, 2006. QUESTIONS MAY BE SENT VIA USES, FAX, COURIER OR EMAIL. IN ORDER TO ASSURE NO VENDOR RECEIVES AN UNFAIR ADVANTAGE, NO SUBSTANTIVE QUESTIONS WILL BE ANSWERED ORALLY. IF POSSIBLE, E-MAIL QUESTIONS ARE PREFERRED. ADDRESS INQUIRIES TO: ROBERTA WAGNER DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION 2019 WASHINGTON STREET, EAST</p>						

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				CHARLESTON, WV 25311 FAX: 304-558-4115 EMAIL: RWAGNER@WVADMIN.GOV		
VENDOR PREFERENCE CERTIFICATE						
CERTIFICATION AND APPLICATION* IS HEREBY MADE FOR PREFERENCE IN ACCORDANCE WITH WEST VIRGINIA CODE, 5A-3-37 (DOES NOT APPLY TO CONSTRUCTION CONTRACTS).						
A. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:						
<input checked="" type="checkbox"/> BIDDER IS AN INDIVIDUAL RESIDENT VENDOR AND HAS RESIDED CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR						
<input type="checkbox"/> BIDDER IS A PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR AND HAS MAINTAINED ITS HEAD-QUARTERS OR PRINCIPAL PLACE OF BUSINESS CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR 80% OF THE OWNERSHIP INTEREST OF BIDDER IS HELD BY ANOTHER INDIVIDUAL, PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR WHO HAS MAINTAINED ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR						
<input type="checkbox"/> BIDDER IS A CORPORATION NONRESIDENT VENDOR WHICH HAS AN AFFILIATE OR SUBSIDIARY WHICH EMPLOYS						

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<p>A MINIMUM OF ONE HUNDRED STATE RESIDENTS AND WHICH HAS MAINTAINED ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS WITHIN WEST VIRGINIA CONTINUOUSLY FOR THE FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION.</p> <p>B. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p> <p>(X) BIDDER IS A RESIDENT VENDOR WHO CERTIFIES THAT, DURING THE LIFE OF THE CONTRACT, ON AVERAGE AT LEAST 75% OF THE EMPLOYEES WORKING ON THE PROJECT BEING BID ARE RESIDENTS OF WEST VIRGINIA WHO HAVE RESIDED IN THE STATE CONTINUOUSLY FOR THE TWO YEARS IMMEDIATELY PRECEDING SUBMISSION OF THIS BID;</p> <p>OR</p> <p>() BIDDER IS A NONRESIDENT VENDOR EMPLOYING A MINIMUM OF ONE HUNDRED STATE RESIDENTS OR IS A NONRESIDENT VENDOR WITH AN AFFILIATE OR SUBSIDIARY WHICH MAINTAINS ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS WITHIN WEST VIRGINIA EMPLOYING A MINIMUM OF ONE HUNDRED STATE RESIDENTS WHO CERTIFIES THAT, DURING THE LIFE OF THE CONTRACT, ON AVERAGE AT LEAST 75% OF THE EMPLOYEES OR BIDDERS' AFFILIATE'S OR SUBSIDIARY'S EMPLOYEES ARE RESIDENTS OF WEST VIRGINIA WHO HAVE RESIDED IN THE STATE CONTINUOUSLY FOR THE TWO YEARS IMMEDIATELY PRECEDING SUBMISSION OF THIS BID.</p> <p>BIDDER UNDERSTANDS IF THE SECRETARY OF TAX & REVENUE DETERMINES THAT A BIDDER RECEIVING PREFERENCE HAS FAILED TO CONTINUE TO MEET THE REQUIREMENTS FOR SUCH PREFERENCE, THE SECRETARY MAY ORDER THE DIRECTOR OF PURCHASING TO: (A) RESCIND THE CONTRACT OR PURCHASE ORDER ISSUED; OR (B) ASSESS A PENALTY AGAINST SUCH BIDDER IN AN AMOUNT NOT TO EXCEED 5% OF THE BID AMOUNT AND THAT SUCH PENALTY WILL BE PAID TO THE CONTRACTING</p>						

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<p>AGENCY OR DEDUCTED FROM ANY UNPAID BALANCE ON THE CONTRACT OR PURCHASE ORDER.</p> <p>BY SUBMISSION OF THIS CERTIFICATE, BIDDER AGREES TO DISCLOSE ANY REASONABLY REQUESTED INFORMATION TO THE PURCHASING DIVISION AND AUTHORIZES THE DEPARTMENT OF TAX AND REVENUE TO DISCLOSE TO THE DIRECTOR OF PURCHASING APPROPRIATE INFORMATION VERIFYING THAT BIDDER HAS PAID THE REQUIRED BUSINESS TAXES, PROVIDED THAT SUCH INFORMATION DOES NOT CONTAIN THE AMOUNTS OF TAXES PAID NOR ANY OTHER INFORMATION DEEMED BY THE TAX COMMISSIONER TO BE CONFIDENTIAL.</p> <p>UNDER PENALTY OF LAW FOR FALSE SWEARING (WEST VIRGINIA CODE 61-5-3), BIDDER HEREBY CERTIFIES THAT THIS CERTIFICATE IS TRUE AND ACCURATE IN ALL RESPECTS; AND THAT IF A CONTRACT IS ISSUED TO BIDDER AND IF ANYTHING CONTAINED WITHIN THIS CERTIFICATE CHANGES DURING THE TERM OF THE CONTRACT, BIDDER WILL NOTIFY THE PURCHASING DIVISION IN WRITING IMMEDIATELY.</p> <p>BIDDER: <u>ANNE WERUM LAMBRIGHT</u></p> <p>DATE: <u>June 15, 2006</u></p> <p>SIGNED: <u>[Signature]</u></p> <p>TITLE: <u>ATTORNEY AT LAW</u></p> <p>* CHECK ANY COMBINATION OF PREFERENCE CONSIDERATION(S) IN EITHER "A" OR "B", OR BOTH "A" AND "B" WHICH YOU ARE ENTITLED TO RECEIVE. YOU MAY REQUEST UP TO THE MAXIMU</p>						

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	5% PREFERENCE FOR BOTH (REV. 12/00)			"A" AND "B". NOTICE		
	AN ORIGINAL, SIGNED BID MUST BE SUBMITTED ALONG WITH A CONVENIENCE COPY TO: DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130					
	THE BID MUST CONTAIN THE FOLLOWING INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED: SEALED BID					
	BUYER:-----ROBERTA WAGNER/22-----					
	RFQ. NO.:-----BPH70340-----					
	BID OPENING DATE:-----06/21/2006-----					
	BID OPENING TIME:-----1:30 PM-----					
	PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: 304.346.4521-----					
	CONTACT PERSON (PLEASE PRINT CLEARLY): ANNE LAMBRIGHT					

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***** THIS IS THE END OF RFQ BPH70340 ***** TOTAL:						_____

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BPH70340 Specifications

Bureau for Public Health FY 2007 Hearing Examiners Agreement

The Bureau for Public Health (Bureau) is requesting bids for part-time hearing examiner services to be provided for Offices and Programs within the Bureau to include but not be limited to the Office of Health, Facility Licensure and Certification, the Office of Environmental Health Services, and the Office of Emergency Medical Services. The hearings may be conducted at various locations statewide.

General Requirements of the Hearing Examiner:

1. Vendor must be licensed to practice law in the State of West Virginia
2. Vendor must have a minimum of ten (10) years experience as a trial attorney with five (5) Years experience as a hearing examiner or as an administrative law judge.
3. Vendor must be knowledgeable of and comply with the requirements of the Health Insurance and Portability and Accountability Act
4. Vendor receives no travel reimbursement.

Vendor must have knowledge of applicable West Virginia Code Sections, including but not limited to the following

16-1 16-4C 16-5B 16-5C 16-5D 16-5E 16-5I
16-5N 16-5O 29A-5

A thorough knowledge of both federal and state rules, including, but not limited to the following:

42CFR483, et seq.	64CSR1	64CSR 3	64CSR 4	
64CSR 9	64CSR11	64CSR12	64CSR13	64CSR14
64CSR 19	64CSR 47	64CSR50	64CSR56	64CSR60
64CSR75	64CSR77	69CSR1	69CSR6	

Scope of Work

Vendor shall hold hearings in accordance with the applicable statutes, rules and/or regulations.

Vendor shall issue written (typed) Recommended Decisions within thirty (30) days, or less if required by law, of the hearing examiner's receipt of the parties Proposed Findings of Fact and Conclusion of Law. These decisions must address the following topics:

- a. Procedural History
- b. Motions/Rulings
- c. Issues
- d. Findings of Fact, which must include proper citations to all relevant facts.
- e. Conclusions of Law, which must discuss the burden of proof and all relevant legal authority.

BPH70340 Specifications

- f. A discussion of the credibility of the witnesses, testimony, exhibits etc., and a discussion of the application of law to the facts.
- g. Proposed Decision
- h. The decision must also include references to all exhibits presented at the hearing and those exhibits must be properly marked and attached to the decision.

Hearing examiners who do not submit written decisions according to the terms of the contract may not be reimbursed for their time.

Invoices

Services provided under this contract should be submitted for payment within 30 days after the last day of the month in which the services were performed. (e.g. Services performed on July 1, 2006 should be invoiced no later than August 30, 2006) The vendor should not wait to bill at the time a case is completed. The purpose of this invoicing schedule is to permit the allocation of charges for services to the appropriate funding source time period in a timely manner. Failure to submit invoices in a timely manner may result in denial of payment

Evaluation of Bids

This will be a progressive award contract for the Bureau for Public Health to establish a pool of Hearing Examiners. All vendors who demonstrate their qualifications/experience and are in good standing with the West Virginia State Bar will be awarded a contract and, as needed, Offices from the Bureau will select a vendor to provide Hearing Examiner services. The award will be made according to each vendor's bid response and lowest costs. Low bid will be designated as BPH70340A, next lowest bid will be designated as BPH70340B, and so on. The agency will contact vendor "A" first to provide their needs. If vendor "A" cannot provide services, the agency will go to vendor "B", and so on.

NOTE: The issuance of a contract does not obligate nor require the Bureau or the State of West Virginia to purchase any services.

Successful Bidder

All successful bidders must:

1. Register with The State of West Virginia, Purchasing Division and pay the vendor registration fee. (Not required to bid.)
2. Provide proof of Workers' Compensation Insurance coverage if coverage is required by law.

PRICE QUOTATION

BPH70340 – Hearing Examiners

Hearing Examiner Services

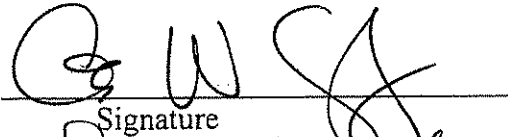
All inclusive hourly rate \$ 125⁰⁰

If a hearing is not held on the date originally scheduled, there will be no payment to the hearing examiner. Anytime there is a no show of the petitioner for a hearing that has been set, the hearing will proceed and the hearing examiner will be paid for services provided and invoiced.

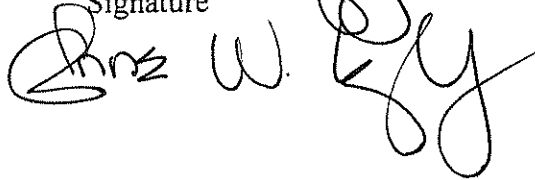
Bidder must provide the following:

1. Proof of license to practice law within the State of West Virginia
2. A statement that he/she is in good standing with the West Virginia State Bar Association.
3. Attorney's resume to include previous experience/familiarity with Bureau Offices and Programs as referenced in the General Requirements section of this document.
4. A completed "Employment History Disclosure Statement" (If applicable).
5. A statement that he/she is knowledgeable and will comply with, the requirements of the Health Insurance and Portability and Accountability Act.

5.26.2006
Date

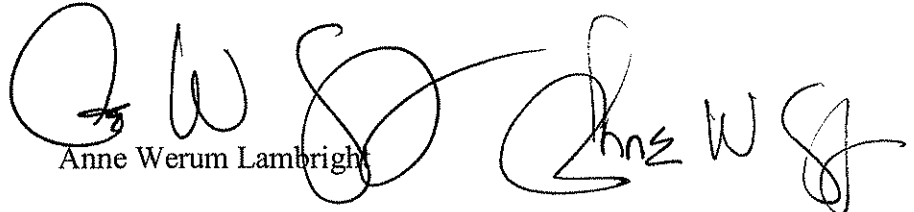

Signature

6.15.2006



BPH70340

I hereby certify that I am in good standing with the West Virginia State Bar and attach my current bar membership information for proof of licensure in West Virginia since 1983.


Anne Werum Lambright

I hereby state that I am knowledgeable of and will comply with the requirements of the Health Insurance and Portability and Accountability Act.


Anne Werum Lambright

The West Virginia State Bar

2006 Kanawha Boulevard, East - Charleston, WV 25311-2204 - (304) 558-2456 - (304) 558-2467 (Fax)

[Home](#) [WV State Bar](#) [Members](#) [YLS Casemaker](#) [MCLE](#) [Public Information](#) [WV Bar Fou](#)

Member Detail

Anne Werum Lambright Esq

Law Id: 2131 **Admission Date:** May 17, 1983
County: Kanawha **District:** 08 **Status:** Active
Address: PO Box 6023
City: Charleston **State:** WV **Zip:** 25362
Phone: (304) 346-7550 x **Ext:** **Fax:** (304) 346-4521 x
E-Mail: annewl@1stcounsel.com

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URL: <http://www.wvbar.org/barinfo/mdirectory/detail.php>

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ANNE WERUM LAMBRIGHT

Attorney at Law

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Fax: (304) 346-4521

P.O. Box 722
Williamson, West Virginia 25661
Telephone: (304) 235-1938
E-Mail: annewl@1stcounsel.com

EXPERIENCE

Mediation and administrative law practice

WV Consolidated Public Retirement Board General Counsel
WV Special Education Due Process Impartial Hearing Officer
and Due Process Mediator
WV Workers Compensation Appeal Board Co-Counsel
WV College and University Systems Grievance Hearing Examiner
WV Board of Medicine Hearing Examiner/Counsel
WV Division of Labor Hearing Examiner
WV State Police Level IV Grievance Hearing Examiner
Kanawha County Board of Education Student Disciplinary and
Sexual Harassment Hearing Examiner
WV State Bar Office of Disciplinary Counsel Special Counsel
WV Supreme Court of Appeals Workers Compensation Mediator
Civil mediation
WV Department of Health and Human Resources
OHFLAC Hearing Examiner
Environmental Health Services Hearing Examiner
WV Human Rights Commission Mediator
U. S. Postal Service EEO/ADR Mediator
WV Division of Rehabilitation Services Fair Hearing Officer
Due Process Mediator and Grievance Evaluator
WV Supreme Court of Appeals Court-Approved Family Mediator

December 1987 - present

December 2004- present

August 1989 - present

December 1991 - June 1997

November 1992 - June 2005

June 1994 - present

July 1994 - June 2005

May 1996 - June 2005

July 1996 - present

December 2000 - August 2003

September 1998 - 2004

July 1996 - June 2005

September 1998 - present

June 2000 - present

May 2000 - present

March 1999 - present

September 1999 - present

May 2000 - present

West Virginia Legislature

West Virginia Senate

Senate Counsel: Joint Committees on Government Organization and
Government Operations

Committee Chief Counsel: Government Organization

Committee Counsel: Government Organization, Labor

Committee Counsel: Banking and Insurance, Military

Committee Counsel: Banking and Insurance, Small Business

Committee Counsel: Judiciary

West Virginia House of Delegates

Committee Counsel: Natural Resources, Agriculture

Preiser & Wilson, Charleston WV

Litigation associate

January 1988 - December 2004

1991- 2004

1997 - 2004

1997 - 2004 Sessions

1996 Session

1995 Session

1993 - 1994 Sessions

1991 - 1992 Sessions

1988-1990

1988 - 1990 Sessions

June 1983 - November 1987

TEACHING and PUBLICATIONS

Adjunct Professor, WVU Eberly College of Arts & Sciences, Master of Legal Studies Program 2003-2006; WV Special Education Hearing Officer Training "Complaints or Hearings?" May 2006; WV State Bar "Advanced Mediation" July 2005; WV Department of Education Leadership Academy "Mediation" June 2005; WVU Mountaineer CLE "Mediation Round Table" September 25, 2004; WVU Mountaineer CLE "Negotiation Techniques and Settlement Objectives of the Contested Domestic Relations Case" September 4, 2004; "Students with Special Needs in West Virginia" Lorman January 15, 2003; P.E.I. Workers Compensation CLE seminar, "Nuts and Bolts of the WC Appeal Board," May 1997; ATLA DPT Group Seminars "Death Cases-Discovery Difficulties," "Expert Witnesses," "Vaccine Compensation Act Administrative Procedures," "Claims Court" 1985, -86, -87, -89.

"Special Education" West Virginia Women and the Law-A Legal Rights Handbook, 3rd Edition (2005); Lambright, Anne Werum and Dodd, Andrew W., DPT - An Interim Report to Congress, February 1985 (excerpts in testimony to Congress); WVTLA Midwinter Seminar, Charleston "Discovery, Getting the Edge" January 1985; Preiser, Monty L. and Lambright, Anne Werum, Preparation of a DPT Vaccine Case, Trial Diplomacy Journal Spring 1984, Vol. 7 No.1.

EDUCATION

Smith College, Northampton, Massachusetts	1968 - 1969
Rollins College, Winter Park, Florida	B.A. May 1972
West Virginia University College of Law	J.D. May 1983
National College of Advocacy (ATLA) Trial Advocacy Hearing Officer Training	January 1984
Special Education Due Process	1989 - 2006
National Judicial College Administrative Law Judge	1989 - 2006
Rehabilitation Services Fair Hearing	1993
ADR/Mediation Training	1999
Basic Mediation and Arbitration Training	1991 - 2006
WV State Bar Basic and Advanced Mediation	1991
WV Supreme Court of Appeals Workers Compensation Mediation	1997 - 1998
Special Education Mediation Annual Training	1998
U.S. Postal Service Mediation Training	1998 - 2006
Rehabilitation Services Mediation Training	1999, 2002 and 2004
Divorce Mediation 40 Hour Certification	1999
Advanced Family Mediation 16 Hour	2000
Advanced Multiparty/Community Mediation	2000
WV Supreme Court of Appeals Court-Approved Family Mediation	2000, 2002 and 2004
National Association of Public Pension Attorneys Midwinter Seminars	2006

ADMISSIONS

United States Court of Claims; United States Courts of Appeal, Fourth and Ninth Circuits; United States District Courts: S.D. of West Virginia, E.D. and W.D. of North Carolina, D. of Idaho, M.D. and N.D. of Georgia, all districts of Maryland and Virginia, District of Columbia; Supreme Court of Appeals of West Virginia; West Virginia State Bar Court Appointed Mediation Referral Service; WV Supreme Court of Appeals Workers Compensation Mediation Project; WV Supreme Court of Appeals Court-Approved Family Mediator; United States Postal Service ADR/EEO Mediation REDRESS.

PROFESSIONAL and COMMUNITY ASSOCIATIONS

National Association of Public Pension Attorneys (NAPPA); West Virginia State Bar (Government Lawyers Committee 2005-6; Workers Compensation Committee 1992-98; Law and Education Committee 1990-94; Women Lawyers Committee 1984-89); Mingo County Bar Association; West Virginia Center for Dispute Resolution Board of Directors; former member Advocates for Safer Vaccines (co-chair 1984-87), Association of Trial Lawyers of America, West Virginia Trial Lawyers Association, Kanawha County Bar Association and the American Bar Association.

Kanawha Hospice Care (Board of Directors 1986-1991 and 1993-98, President 1996-1998, Acting Executive Director 1998, Hospice House Board Chair 1996-1998); Women's & Children's Hospital Family Services Advisory Board; Junior League of Charleston; Kanawha Valley Historic & Preservation Society; Friends of West Virginia Culture and History; Williamson ARH Hospital Advisory Council; St. Paul's Episcopal Church Vestry; Wildwood Garden Club of Williamson Vice President; Williamson Redevelopment Authority.

A F F I D A V I T

West Virginia Code §5A-3-10a states:

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 the debt owned is an amount greater than one thousand dollars in the aggregate.

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.

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions.

"Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities.

"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.

EXCEPTION:

The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this 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.

LICENSING:

The vendor must be licensed in accordance with any and all state requirements to do business with the state of West Virginia.

CONFIDENTIALITY:

The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures and rules. Vendors should visit www.state.wv.us/admin/purchase/privacy for the Notice of Agency Confidentiality Policies.

Under penalty of law for false swearing (West Virginia Code, §61-5-3), it is hereby certified that the vendor acknowledges the information in this said affidavit and are in compliance with the requirements as stated.

Vendor's Name: ANNE WERUM LAMBRIGHT

Authorized Signature: _____

Date: _____

(Handwritten signature: Anne W. Lambright)
16

(Handwritten date: 5/25/06)
(Handwritten date: 6/15/06)

AGREEMENT ADDENDUM

In the event of conflict between this addendum and the agreement, this addendum shall control:

1. **ARBITRATION** - Any references to arbitration contained in the agreement are hereby deleted. Disputes arising out of the agreement shall be presented to the West Virginia Court of Claims.
2. **HOLD HARMLESS** - Any clause requiring the Agency to indemnify or hold harmless any party is hereby deleted in its entirety.
3. **GOVERNING LAW** - The agreement shall be governed by the laws of the State of West Virginia. This provision replaces any references to any other State's governing law.
4. **TAXES** - Provisions in the agreement requiring the Agency to pay taxes are deleted. As a State entity, the Agency is exempt from Federal, State, and local taxes and will not pay taxes for any Vendor including individuals, nor will the Agency file any tax returns or reports on behalf of Vendor or any other party.
5. **PAYMENT** - Any references to prepayment are deleted. Payment will be in arrears.
6. **INTEREST** - Should the agreement include a provision for interest on late payments, the Agency agrees to pay the maximum legal rate under West Virginia law. All other references to interest or late charges are deleted.
7. **RECOUPMENT** - Any language in the agreement waiving the Agency's right to set-off, counterclaim, recoupment, or other defense is hereby deleted.
8. **FISCAL YEAR FUNDING** - Service performed under the agreement may be continued in succeeding fiscal years for the term of the agreement, contingent upon funds being appropriated by the Legislature or otherwise being available for this service. In the event funds are not appropriated or otherwise available for this service, the agreement shall terminate without penalty on June 30. After that date, the agreement becomes of no effect and is null and void. However, the Agency agrees to use its best efforts to have the amounts contemplated under the agreement included in its budget. Non-appropriation or non-funding shall not be considered an event of default.
9. **STATUTE OF LIMITATION** - Any clauses limiting the time in which the Agency may bring suit against the Vendor, lessor, individual, or any other party are deleted.
10. **SIMILAR SERVICES** - Any provisions limiting the Agency's right to obtain similar services or equipment in the event of default or non-funding during the term of the agreement are hereby deleted.
11. **ATTORNEY FEES** - The Agency recognizes an obligation to pay attorney's fees or costs only when assessed by a court of competent jurisdiction. Any other provision is invalid and considered null and void.
12. **ASSIGNMENT** - Notwithstanding any clause to the contrary, the Agency reserves the right to assign the agreement to another State of West Virginia agency, board or commission upon thirty (30) days written notice to the Vendor and Vendor shall obtain the written consent of Agency prior to assigning the agreement.
13. **LIMITATION OF LIABILITY** - The Agency, as a State entity, cannot agree to assume the potential liability of a Vendor. Accordingly, any provision limiting the Vendor's liability for direct damages or limiting the Vendor's liability under a warranty to a certain dollar amount or to the amount of the agreement is hereby deleted. In addition, any limitation is null and void to the extent that it precludes any action for injury to persons or for damages to personal property.
14. **RIGHT TO TERMINATE** - Agency shall have the right to terminate the agreement upon thirty (30) days written notice to Vendor.
15. **TERMINATION CHARGES** - Any provision requiring the Agency to pay a fixed amount or liquidated damages upon termination of the agreement is hereby deleted. The Agency may only agree to reimburse a Vendor for actual costs incurred or losses sustained during the current fiscal year due to wrongful termination by the Agency prior to the end of any current agreement term.
16. **RENEWAL** - Any reference to automatic renewal is hereby deleted. The agreement may be renewed only upon mutual written agreement of the parties.
17. **INSURANCE** - Any provision requiring the Agency to insure equipment or property of any kind and name the Vendor as beneficiary or as an additional insured is hereby deleted.
18. **RIGHT TO NOTICE** - Any provision for repossession of equipment without notice is hereby deleted. However, the Agency does recognize a right of repossession with notice.
19. **ACCELERATION** - Any reference to acceleration of payments in the event of default or non-funding is hereby deleted.
20. **AMENDMENTS** - All amendments, modifications, alterations or changes to the agreement shall be in writing and signed by both parties. No amendment, modification, alteration or change may be made to this addendum without the express written approval of the Purchasing Division and the Attorney General.

ACCEPTED BY:
STATE OF WEST VIRGINIA

Spending Unit: _____

Signed: _____

Title: _____

Date: _____

VENDOR

Company Name: **Anne Werum Lambright**

Signed: 

Title: **Attorney at Law**

Date: 5.25.06 6.15.2006

STATE OF WEST VIRGINIA VENDOR PREFERENCE CERTIFICATE

Certification and application* is hereby made for Preference in accordance with West Virginia Code, §5A-3-37. (Does not apply to construction contracts).

West Virginia Code, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the **West Virginia Code**. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Resident Vendor Preference, if applicable.

A. Application is made for 2.5% preference for the reason checked:

- Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification;
- or
- Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification;
- or
- Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification.

B. Application is made for 2.5% preference for the reason checked:

- Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid;
- or
- Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid.

Bidder understands if the Secretary of Tax & Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) rescind the contract or purchase order issued; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Tax & Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

Under penalty of law for false swearing (West Virginia Code, §61-5-3), Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: ANNE MERUM LOMBRIGHT

Date: 5.25.06

Signed: [Signature]
Title: Attorney at Law

6.15.06

*Check any combination of preference consideration(s) in either "A" or "B", or both "A" and "B" which you are entitled to receive. You may request up to the maximum of 5% preference for both "A" and "B".



State of West Virginia
 Department of Administration
 Purchasing Division

EMPLOYMENT HISTORY DISCLOSURE STATEMENT

Vendor shall identify any other work, similar or otherwise currently being performed for any agency, institution, educational facility, city, county, municipality or political subdivision of the State of West Virginia. The State of West Virginia is concerned that current work could logically prevent the vendor from responsibly completing the referenced contract.

The state of West Virginia reserves the sole and exclusive right to reject the bid of any vendor when the state believes any current work could logically prevent the vendor from successfully completing the bid/contract in question. Failure to provide or disclose the required information listed shall be grounds for immediate disqualification/cancellation of the contract.

Below, the vendor shall provide the agency name, effective dates, value, general description and time required to fulfill the duties of each contract.

<u>Agency Name</u>	<u>Effective Dates</u>	<u>Value</u>	<u>General Description</u>	<u>Time Required Per Week</u>
CPRB	12/1/05-12/1/06	\$9,000/mo	General Counsel	varies
WV Dept of ED	10/01/05-9/30/06	\$125/hr	Impartial Hearing Officer	varies
			Office of Special Education	
DHHR/OHFLAC	7/1/05-6/30/06	\$100/hr	Hearing Examiner	varies

Check here if additional sheets are attached

I certify that the statements made above are true and accurate.

Anne Werum Lambright

 Printed Name

5.26.06

 Date

 Signature

6.15.06



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

**Request for
 Quotation**

RFO NUMBER
BPH70340

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
ROBERTA WAGNER
304-558-0067

RFQ COPY
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

HEALTH AND HUMAN RESOURCES
 BPH - OFLAC
 VARIOUS LOCALES AS INDICATED
 BY ORDER


DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
06/09/2006				
BID OPENING DATE: 06/21/2006		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 1						
1. ADDENDUM TO RESPOND TO QUESTIONS WITH REGARD TO BPH70340.						
REFERENCE TO NUMBER 2 ON PAGE 11.						
QUESTION: WV STATE BAR ASSOCIATION IS A SOCIAL ORGANIZATION OF LAWYERS AND JUDGES. THE WEST VIRGINIA STATE BAR IS THE MANDATORY BAR FOR WV LAWYERS AND IS THE ENTITY THAT CONTROLS LAWYER DISCIPLINE. COULD YOU PLEASE CLARIFY?						
ANSWER: ALL BIDDERS MUST PROVIDE A COPY OF THEIR CURRENT LICENSE TO PRACTICE LAW IN WEST VIRGINIA AND A STATEMENT FROM THE WV STATE BAR THE HE/SHE IS IN GOOD STANDING.						
2) ADDENDUM ACKNOWLEDGEMENT IS ATTACHED. THIS DOCUMENT SHOULD BE SIGNED AND RETURNED WITH YOUR BID. FAILURE TO SIGN AND RETURN MAY RESULT IN DISQUALIFICATION OF YOUR BID.						
PLEASE NOTE THE FOLLOWING ATTACHMENT: 1) ADDENDUM ACKNOWLEDGEMENT						
*****END OF ADDENDUM NO. 1*****						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO BEO, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

WV-309 STATE OF WEST VIRGINIA PURCHASING CONTINUATION SHEET	Buyer:	Page	Req. or P. O. No.:
Vendor:		Spending Unit:	
Requisition No.: <u>BPH70340</u>			
ADDENDUM ACKNOWLEDGEMENT			
I hereby acknowledge receipt of the following checked addendum(s) and have made the necessary revisions to my proposal, plans and/or specifications, etc.			
Addendum No.'s:			
No. 1 <u> X </u>			
No. 2 <u> </u>			
No. 3 <u> </u>			
No. 4 <u> </u>			
No. 5 <u> </u>			
I understand that failure to confirm the receipt of the addendum(s) is cause for rejection of bids.			
 _____ Signature			
_____ Company			
<u>6.15.2006</u> _____ Date			
Exhibit 10 Rev. 11/96			



*The West Virginia
State Bar*

ACTIVE MEMBER
VALID UNTIL REVOKED
ADMITTED TO BAR

05/17/83

Anne W. Lambright, Esq.

ID #2131

This continuing membership card is valid until revoked. If the member changes classification, the old card shall be surrendered and a new card will be issued. Non-payment of annual dues, or suspension or disbarment shall automatically revoke this card. Upon revocation this card must be surrendered to The West Virginia State Bar, 2006 Kanawha Blvd., East, Charleston, WV 25311-2204. (304) 558-2456
No person shall practice law in the State of West Virginia unless he / she is an active member in good standing of The West Virginia State Bar.