



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

State of West Virginia  
 Request for Quotation  
 33 - Service - Misc

Proc Folder: 609422

Doc Description: DUE PROCESS HEARING OFFICERS FOR IDEA DISPUTE

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2019-08-15	2019-09-05 13:30:00	CRFQ 0402 EDD2000000002	1

**BID RECEIVING LOCATION**

BID CLERK  
 DEPARTMENT OF ADMINISTRATION  
 PURCHASING DIVISION  
 2019 WASHINGTON ST E  
 CHARLESTON WV 25305  
 US

**VENDOR**

Vendor Name, Address and Telephone Number:

James W. Withrow  
 236 Eureka Road  
 Charleston, WV 25314  
 304-741-2922  
 jwwithrow@suddenlink.net

Also included with this quotation are signed copies of the Designated Contact, Certification and Signature and Purchasing Affidavit.


Also included is a copy of my resume, which outlines my experience in the areas of education and speical education law applicable to this solicitation. I have participated in numerous due process proceedings.

I have also attended both basic and advance mediation training through the West Virginia State Bar and have participated in numerous mediations.

RECEIVED  
 2019 SEP 5 AM 11:07  
 WV PURCHASING  
 DIVISION

**FOR INFORMATION CONTACT THE BUYER**

Michelle L Childers  
 (304) 558-2686  
 michelle.childers@k12.wv.us

Signature X  XXX-XX-7214 Full SSN will be provided if contract is awarded  
 FEIN # DATE 09/05/2019

All offers subject to all terms and conditions contained in this solicitation

**ADDITIONAL INFORMATION:**

The West Virginia Purchasing Division is soliciting bids on behalf of West Virginia Department of Education (WVDE) Office of Federal Programs (OFP) to establish an open-end contract for services of Due Process Hearing Officers to include preparation, hearing and decision writing for the IDEA Dispute Resolution System as required under the IDEA, 20 U.S.C. § 300.507-300.514 and Policy 2419.11: Regulations for the Education of Students with Exceptionalities <http://wvde.state.wv.us/policies/>.

INVOICE TO	SHIP TO
DEPARTMENT OF EDUCATION BLDG 6, RM 330 1900 KANAWHA BLVD E CHARLESTON WV25305 US	SECRETARY DEPARTMENT OF EDUCATION OFFICE OF SCHOOL IMPROVEMENT 1900 KANAWHA BLVD E, BLDG 6 RM 700 CHARLESTON WV 25305 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	DUE PROCESS HEARING OFFICER FOR IDEA DISPUTE	100.00000	HOURLY	\$300.00/hr.	\$30,000.00

Comm Code	Manufacturer	Specification	Model #
80122001			

**Extended Description :**

DUE PROCESS HEARING OFFICER FOR IDEA DISPUTE RESOLUTION.

THE HOURLY RATE OF THE SERVICES ARE INCLUSIVE OF ALL PREPARATION AND MATERIALS, HEARING AND DECISION WRITING.

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NOTE: THE VENDOR SHALL BE RESPONSIBLE FOR ALL MILEAGE, TRAVEL, COPYING, AND OTHER COSTS, INCLUDING TRAVEL COSTS, ASSOCIATED WITH PERFORMANCE OF THIS CONTRACT. ANY ANTICIPATED MILEAGE, TRAVEL OR OTHER COSTS MAY BE INCLUDED IN THE HOURLY RATE.

	<b>Document Phase</b>	<b>Document Description</b>	<b>Page 3</b>
EDD200000002	Final	DUE PROCESS HEARING OFFICERS FOR IDEA DISPUTE	<b>of 3</b>

**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions

**DESIGNATED CONTACT:** Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

\_\_\_\_\_  
(Name, Title)

James W. Withrow

\_\_\_\_\_  
(Printed Name and Title)

236 Eureka Road, Charleston, WV 25314

\_\_\_\_\_  
(Address)

304-741-2922

\_\_\_\_\_  
(Phone Number) / (Fax Number)

jwwithrow@suddenlink.net

\_\_\_\_\_  
(email address)

**CERTIFICATION AND SIGNATURE:** By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

\_\_\_\_\_  
(Company)

  
\_\_\_\_\_  
(Authorized Signature) (Representative Name, Title)

James W. Withrow

\_\_\_\_\_  
(Printed Name and Title of Authorized Representative)

09/05/2019

\_\_\_\_\_  
(Date)

304-741-2922

\_\_\_\_\_  
(Phone Number) (Fax Number)

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: James W. Withrow

Authorized Signature: [Signature] Date: 09/05/2019

State of WV

County of Kanawha, to-wit:

Taken, subscribed, and sworn to before me this 5<sup>th</sup> day of September, 2019.

My Commission expires 3/7/23, 20    .

NOTARY PUBLIC [Signature]



# James W. Withrow

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## Summary of Qualifications

General Counsel for the Board of Education of the County of Kanawha since 1998. Retired December 31, 2018. Previously engaged in the private practice of law for more than 20 years with experience in representing various private and public entities, including municipalities, boards of education, county commissions and private corporations

## Education

1970 - 1974 West Virginia University Morgantown, West Virginia  
B. A., Political Science, Minor, History

1974 - 1977 West Virginia University Morgantown, West Virginia  
J. D.

Graduate Instructor of Business Law 1976-77

Research Assistant to Dean of College of Law 1975-77

## Admitted to Practice

West Virginia Supreme Court of Appeals, United States District Court for the Southern District of West Virginia, United States District Court for the Northern District of West Virginia, Various Circuit Courts in West Virginia

## Accreditations

Rated BV (high to very high ability) by Martindale-Hubbell Law Directory

Formerly Listed in The Bond Buyer's Directory of Municipal Bond Attorneys

## Professional Experience

1998 – December 31, 2018 (retired); General Counsel for the Board of Education of the County of Kanawha

- Handle all legal matters for Kanawha County Schools, including student discipline, employee grievances and special education issues
- Provide advice and guidance in selection, transfer and reduction in force of professional and service personnel
- Advise the Board of Education on all matters relating compliance with open meetings law, governmental ethics and responding to freedom of information requests
- Oversee all legal matters relating to school closure and consolidation and development of Comprehensive Educational Facilities Plan
- Assist the Board in policy development and drafting, maintaining and disseminating policy revisions
- Review proposed legislation and State Board policy affecting local educational issues
- Provide advice and counsel to Superintendent, administrators and principals on a daily basis

- Oversee all civil litigation being handled by outside and insurance counsel

1988 – 1998; Vaughan & Withrow Charleston, West Virginia  
Lawyer

- Represented the Board of Education of the County of Putnam on all matters, including student discipline, employee grievances and special education issues
- Represented the West Virginia Municipal League in all matters, including legislation and litigation affecting cities
- Represented Grant County Commission in what was at the time the largest single public project financing (\$125,000,000) done in the State of West Virginia
- Lawyer in private practice representing various commercial, individual and governmental clients

1984 – 1988; Lovett, Vaughan & Cooper Charleston, West Virginia  
Lawyer

- Represented the Commissioner of Employment Security in what was at the time the largest public financing (\$265,000,000) completed in the State of West Virginia
- Lawyer in private practice representing various commercial, individual and governmental clients

1977 – 1984; McKittrick & Vaughan St. Albans, West Virginia  
Lawyer

- Lawyer in private practice representing various commercial, individual and governmental clients

1977 – 1977; WV Department of Highways Charleston, West Virginia  
Lawyer

- Staff Attorney representing the Department in various courts, including the Court of Claims, throughout the State of West Virginia

**Additional  
Professional  
Activities**

1982-1996, Municipal Judge of The City of Nitro, West Virginia

Presided over and decided cases involving alleged violations of municipal ordinances, including, without limitation, DUI, traffic, misdemeanor and juvenile cases

1992-1996, Hearing Officer for the West Virginia Board of Pharmacy

Presided over and decided cases of alleged violations of the statutes, rules and regulations relating to the practice of pharmacy

**Representative  
Clients**

While in private practice represented City of Charleston, City of Huntington, City of Beckley, Putnam County Board of Education, City of Summersville, City of Philippi, Mingo County Board of Education, Cabell County Board of Education, City of Williamson, Bank One, West Virginia, Central Distributing Company, Cox Pontiac-Buick, Inc., LeRose Motors, Inc., Crab Orchard - MacArthur Public Service District, Hills Department Store Company, Lone Star Steakhouse, MTC Associates (Putnam Village Shopping Center), City of Nitro Sanitary Board, Greater St. Albans Public Service District and Summersville Memorial Hospital

**Conference  
Presentations**

"Update on Municipal Law", West Virginia Municipal League Annual or Mid-Winter Conferences, 1985-1996

"West Virginia Real Estate Title Law: Problems and Solutions", National Business Institute, Charleston, West Virginia, November 15, 1996

"Municipal Court Judge Training", West Virginia Municipal League Annual Conference, Morgantown, West Virginia, August 9, 1997

"Advanced Real Estate Law", National Business Institute, Charleston, West Virginia, October 7, 1997

"Municipal Court Judge Training", Statutory Mandated Training conducted by the West Virginia Municipal League, Charleston, West Virginia, November 6, 1998

"Student Disciplinary Procedures" Principals' Meeting, March, 2000

"Student Disciplinary Procedures" Assistant Principals' Meeting November, 2000

"Ethics for School Employees" School Service Personnel, February, 2001

"Confidentiality of Student Records" Principals' Meeting, April, 2001

"Confidentiality of Student Records" School Counselors' Meeting, April 2001

"Disciplinary Procedures for Students with Disabilities" Assistant Principals' Meeting, May 2001

"Grievance Procedure for School Employees" Kanawha County Schools Leadership Academy, June, 2001

"Confidentiality of Student Records" Kanawha County Schools Leadership Academy, June 2001



"Performance Evaluations for School Administrators" Kanawha County Schools Administrative Work Conference, August, 2001

"Student Disciplinary Procedures" Administrative Staff Development, August, 2001

"Performance Evaluations for Professional Support Personnel" Staff Development, August, 2001

"Development and Content of Appropriate IEPs", National Business Institute Conference, April 2003

"Safe School Issues," Panel Discussion, West Virginia School Boards Association, August 2003

**Interests and  
Activities**

Reading, Golfing, Boating, Walking, Stock Car Racing (watching only)

Member of the Board of Directors of the Kanawha County Public Library since 2010

**References**

References are available upon request