



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**

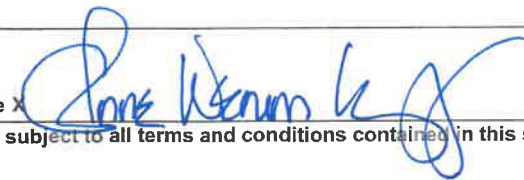

Vendor Name, Address and Telephone Number:

ANNE WERUM LAMBRIGHT  
 PO Box 6023  
 CHARLESTON WV 25362  
 (304) 346-7550 or (304) 590-6997

RECEIVED  
 2019 AUG 26 PM 3:11  
 WV PURCHASING  
 DIVISION

**FOR INFORMATION CONTACT THE BUYER**

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

Signature X  FEIN #  DATE 8/22/2019

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

<b>EDD200000002</b>	<b>Document Phase</b> Final	<b>Document Description</b> DUE PROCESS HEARING OFFICERS FOR IDEA DISPUTE	<b>Page 3</b> <b>of 3</b>
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**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions

REQUEST FOR QUOTATION  
Individuals with Disabilities Education Act (IDEA)  
Hearing Officers

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11.1.4 Failure to remedy deficient performance upon request.

11.2 The following remedies shall be available to Agency upon default.

11.2.1 Immediate cancellation of the Contract.

11.2.2 Immediate cancellation of one or more release orders issued under this Contract.

11.2.3 Any other remedies available in law or equity.

**12 MISCELLANEOUS:**

**12.1 Contract Manager:** During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

Contract Manager: ANNE WEBUM LAMBRIGHT

Vendor's Address: PO Box 6023  
Charleston WV 25367

Telephone Number: (304) 346-7550 or (304) 590-6997

Fax Number: N/A

Email Address: alambright.wvretirement@gmail.com

## ANNE WERUM LAMBRIGHT

Attorney at Law

P. O. Box 722  
Williamson, West Virginia 25661

P. O. Box 6023  
Charleston, West Virginia 25362

Telephone (304) 346-7550

E-Mail [alambright.wvretirement@gmail.com](mailto:alambright.wvretirement@gmail.com)

WV Bar No [REDACTED]

### EXPERIENCE

Mediation and Administrative Law Practice	August 2010 - present
Due Process Hearing Officer & Mediator, WV Dept. of Education	August 1989 - present
Student Disciplinary Hearing Officer, Kanawha County Schools	July 1996 - present
Approved Mediator, WV Supreme Court of Appeals - Family Law	May 2000 - present
Certified Facilitator FIEP, WV Dept. of Education	July 2015 - July 2018
Executive Director, West Virginia Consolidated Public Retirement Board	September 2006 - May 2010
Mediation and Administrative Law Practice	January 1988- September 2006
General Counsel, WV Consolidated Public Retirement Board	December 2004 - September 2006
Administrative Law Judge, WV College and University Systems	November 1992 - September 2006
Administrative Law Judge, WV Division of Labor	November 1992 - September 2006
Administrative Law Judge, WV Board of Medicine	June 1994 - September 2012
Administrative Law Judge WV Board of Registered Nurses	July 1998 - September 2006
Administrative Law Judge, WV Dept. of Health and Human Resources	September 1998 - September 2006
Office of Health Facilities & Licensure, Environmental Health	August 1, 2010 - June 30, 2015
Fair Hearing Officer & Mediator, WV Division of Rehabilitation	September 1999 - September 2006
Administrative Law Judge, WV Insurance Commissioner	March 2002 - September 2006
Level 4 Grievance Hearing Officer, WV State Police	May 1996 - September 2006
Mediator, WV Human Rights Commission	March 2002 - September 2006
Approved Mediator, WV Supreme Court of Appeals - Workers Comp	September 1998 - September 2006
U. S. Postal Service EEO/ADR Mediator	March 1999 - September 2014
Special Counsel, WV State Bar Office of Disciplinary Counsel	December 2000 - December 2002
Special Counsel, WV Workers Compensation Appeal Board	December 1991- June 1997
West Virginia Legislature	
Counsel, Senate Committee on Pensions; Banking	January 2012- May 2015
Chief Counsel, Senate Committee on Government Organization	January 1997 - November 2004
Chief Counsel, Joint Committee on Government Operations	January 1997 - November 2004
Committee Counsel, Senate Committees on Labor, Banking & Insurance	
Military, Small Business	January 1993 - December 1996
Committee Counsel, Senate Committee on the Judiciary	January 1991 - December 1992
Committee Counsel, House Committees on Agriculture & Natural Resources	January 1988 - December 1990
Litigation Associate, Preiser & Wilson, Attorneys at Law	June 1983 - November 1987

### TEACHING AND PUBLICATIONS

<i>Teachers Retirement Systems</i> - International Foundation of Employee Benefit Plans, Boston	October 2014
<i>Legislative Perspective on WV Municipal Pensions</i> -Trustee Trainings	October and November 2013
<i>Retirement Law</i> , Marshall Graduate College - EMBA Program	June 2009, June 2010, August 2011
<i>Divorce and Retirement</i> , WVU College of Law	September 2009
<i>Legislative Law</i> , WVU Eberly College - Masters of Law Program	1999, 2001 & 2003
Other classes and seminars taught; publication list available upon request.	

## EDUCATION

Facilitator/ FIEP  
Forensic Accounting - University of Charleston  
Mediation/ADR

Certificate- July 2015  
Certificate - November 2009  
WV Advanced Certification 1998  
US Postal Service Transformative 1999  
Family Law Certification 1999  
Multi-party/Community 2000  
Certification - December 1993  
Certification - April 1989  
Certificate - January 1984  
J.D. May 1983  
B.A. American History June 1972  
1968-69

National Judicial College - Administrative Law Judge  
Due Process Special Education Hearing Officer  
National College of Advocacy - Trial Advocacy  
West Virginia University College of Law  
Rollins College  
Smith College

## ADMISSIONS

United States Court of Claims; United States Courts of Appeal, 4th and 9th 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; West Virginia Supreme Court of Appeals; West Virginia Supreme Court Approved Family Mediator; West Virginia State Bar Court Appointed Mediator; United States Postal Service ADR/EEO Mediation REDRESS.

## PROFESSIONAL & COMMUNITY ASSOCIATIONS

West Virginia Lawyers Disciplinary Board; West Virginia State Bar Board of Governors, Governor for District 6, 2008-2011, Audit Committee Chair 2008-2013, Executive Committee; Chair IOLTA Advisory Committee (2011-present); West Virginia State Bar Government Lawyers Committee (1993-present), Elder Law Committee (2012-present), Law and Education Committee (1990-94) and Women Lawyers Committee (1984-89); Mingo County Bar Association (1999-2017); National Association of Public Pension Attorneys (2005-2015); past member West Virginia Trial Lawyers Association, WV Center for Dispute Resolution Board of Directors, Kanawha County Bar Association, American Bar Association and the Association of Trial Lawyers of America.

Kentucky Colonel; Williamson Redevelopment Authority, Commissioner, President (2002-17); Williamson Health and Wellness Center, Board of Trustees (2006-2017); Williamson Memorial Hospital, Board of Trustees (2005-2017); Williamson Wildwood Garden Club, Immediate Past President, Executive Committee; WV Garden Club, Assistant Ohio-Guyan District Director; St. Paul's Episcopal Church, Trustee; Williamson Railroad Museum; Williamson Historic Preservation; Blueprint Community - Williamson Team; WV HUBCAP - Williamson Team; Tug Valley Chamber of Commerce; Kanawha Valley Historic Preservation Society, Kanawha Hospice Care (Board of Directors 1986-1991 and 1993-98, President 1996-98, Acting Executive Director 1998, Hospice House Board Chair 1996-98); past member Williamson ARH Hospital Community Board, Junior League of Charleston and Women and Children's Hospital-CAMC Family Services Advisory Board.

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: ANGE WERUM LAMBRIGHT

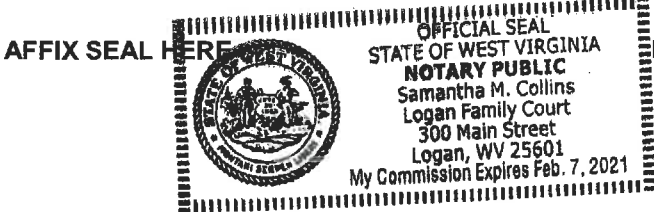
Authorized Signature: [Signature] Date: 8/23/2019

State of West Virginia

County of Logan, to-wit:

Taken, subscribed, and sworn to before me this 23rd day of August, 2019

My Commission expires Feb. 7, 2021, 20  .



NOTARY PUBLIC [Signature]  
Purchasing Affidavit (Revised 01/19/2018)