



The following documentation is an electronically-submitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at wvOASIS.gov. As part of the State of West Virginia's procurement process, and to maintain the transparency of the bid-opening process, this documentation submitted online is publicly posted by the West Virginia Purchasing Division at WVPurchasing.gov with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.

Header 1

List View

- General Information**
- Contact
- Default Values
- Discount
- Document Information
- Clarification Request

Procurement Folder: 1945307
 Procurement Type: Central Master Agreement
 Vendor ID: 000000210866
 Legal Name: ALLIANCE CONSULTING INC
 Alias/DBA:
 Total Bid: \$86,000.00
 Response Date: 05/22/2026
 Response Time: 8:18
 Responded By User ID: ksweeney
 First Name: Kelly
 Last Name: Sweeney
 Email: ksweeney@aci-wv.com
 Phone: 304-255-0491

SO Doc Code: CRFQ
 SO Dept: 0313
 SO Doc ID: DEP2600000033
 Published Date: 5/14/26
 Close Date: 5/27/26
 Close Time: 13:30
 Status: Closed
 Solicitation Description: AML - Potential Hibernacula Surveys - AML Sites Northern Reg
 Total of Header Attachments: 1
 Total of All Attachments: 1

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Hibernacula Survey, based on per site, per night	20.00000	EA	4100.000000	82000.00

Comm Code	Manufacturer	Specification	Model #
77111507			

Commodity Line Comments: The total cost for 20 portals would be approximately \$492,000. This assumes one night a week for six weeks at each portal. It should be noted that in the event of inclement weather resulting in the failure to complete the survey night, Alliance will still bill a flat rate of \$4,000 per night. It should also be noted that out of 20 portals, approximately 20% will have captures; therefore, the above cost will likely be less.

Extended Description:

Hibernacula Survey, based on per site, per night. Esitimated quantities are for bid purposes only.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	Acoustic Surveys, based on per site, per night	20.00000	EA	200.000000	4000.00

Comm Code	Manufacturer	Specification	Model #
77111507			

Commodity Line Comments: The total cost for 20 portals would be approximately \$24,000. This assumes one night a week for six weeks at each portal. It should be noted that in the event of inclement weather resulting in the failure to complete the survey night, Alliance will still bill a flat rate of \$4,000 per night. This assumes done only in conjunction with harp trap surveys and not a stand alone service.

Extended Description:

Acoustic Surveys, based on per site, per night. Esitimated quantities are for bid purposes only.



Alliance Consulting, Inc.
Engineers • Constructors • Scientists

**SEALED BID: AML - Potential Hibernacula Surveys -
AML Sites Northern Reg**

BUYER: Josh Hager

SOLICITATION NO.: CRFQ 0313 DEP2600000033

BID OPENING DATE: 05/27/2026

BID OPENING TIME: 1:30 PM ET

FAX NUMBER: 304-558-3970

Beckley, WV

Raleigh County Airport Industrial Park
124 Philpott Lane
Beaver, WV 25813-9502
Telephone: (304) 255-0491
Fax: (304) 255-4232

Canonsburg, PA

3 Four Coins Drive, Ste. 100
Canonsburg, PA 15317
Telephone: (724) 745-3630
Fax: (724) 745-3631



Alliance Consulting, Inc.
Engineers • Constructors • Scientists

REQUEST FOR QUOTATION DOCUMENT

SOLICITATION NO.: CRFQ 0313 DEP2600000033

CONTENTS

STATE OF WEST VIRGINIA – PURCHASE DIVISION DOCUMENTS

1. Centralized Request for Quote Consulting
2. Addendum Acknowledgement Form
3. Pricing Page – Commodity Lines

PROJECT SPECIFICATIONS DOCUMENTS

4. Qualifications and Experience
 - Attachment “A” – Resumes for Qualified Bat Surveyors
 - Attachment “B” – USFWS Federal Permits and WVDNR State Permits

VENDOR ADMINISTRATIVE INFORMATION

5. Vendor Identification Number
6. Federal Employee Identification Number
7. Proof of Workers Compensation Coverage and Professional Liability Insurance
8. Proof of WV SWAM Small Business Certification
9. AVS Form

Beckley, WV
Raleigh County Airport Industrial Park, 124 Philpott Lane
Beaver, WV 25813-9502
Telephone: (304) 255-0491

STATE OF WEST VIRGINIA –
PURCHASE DIVISION DOCUMENTS

Solicitation No.: CRFQ 0313 DEP2600000033



1. CENTRALIZED EXPRESSION OF INTEREST FORM AND CERTIFICATION

A copy of the Centralized Request for Quote Consulting Form is included on the pages that follow.





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

State of West Virginia
 Centralized Request for Quote
 Consulting

Proc Folder: 1945307
Doc Description: AML - Potential Hibernacula Surveys - AML Sites Northern Reg
Proc Type: Central Master Agreement
Reason for Modification:

Date Issued	Solicitation Closes	Solicitation No	Version
2026-04-28	2026-05-14 13:30	CRFQ 0313 DEP2600000033	1

BID RECEIVING LOCATION

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

VENDOR

Vendor Customer Code: 000000210866
Vendor Name : Alliance Consulting, Inc.
Address : 124 Philpott Lane
Street : 124 Philpott Lane
City : Beaver
State : WV **Country :** USA **Zip :** 25813
Principal Contact : Alex Patterson - apatterson@aci-wv.com
Vendor Contact Phone: 304-255-0491 **Extension:** 147

FOR INFORMATION CONTACT THE BUYER

Joseph (Josh) E Hager III
 (304) 558-2306
 joseph.e.hageriii@wv.gov

Vendor
 Signature X 

FEIN# 55-0778450

DATE May 22, 2026

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 Environmental Protection, Office of Abandoned Mine Lands (WVDEP/AML) to establish a contract to conduct surveys of unreclaimed or reclaimed mine portals for potential habitation by threatened or endangered species, as determined by the US Fish and Wildlife Service (USFWS) in the Northern Region of West Virginia per the attached specifications and terms and conditions.

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION 1000 TECHNOLOGY DRIVE		STATE OF WEST VIRGINIA	
FAIRMONT WV		JOBSITE - SEE SPECIFICATIONS	
US		No City WV	
		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Hibernacula Survey, based on per site, per night	20.00000	EA		

Comm Code	Manufacturer	Specification	Model #
77111507			

Extended Description:

Hibernacula Survey, based on per site, per night. Esitimated quantities are for bid purposes only.

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Comm Code	Manufacturer	Specification	Model #
77111507			

Extended Description:

Acoustic Surveys, based on per site, per night. Esitimated quantities are for bid purposes only.

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
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	Document Phase	Document Description	Page
DEP2600000033	Final	AML - Potential Hibernacula Surveys - AML Sites Northern Reg	3

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions



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

State of West Virginia
 Centralized Request for Quote
 Consulting

Proc Folder: 1945307		Reason for Modification:	
Doc Description: AML - Potential Hibernacula Surveys - AML Sites Northern Reg		Addendum #1 is issued to extend the bid close date until 5/27/20026 @ 1:30 PM ET.	
Proc Type: Central Master Agreement			
Date Issued	Solicitation Closes	Solicitation No	Version
2026-05-11	2026-05-27 13:30	CRFQ 0313 DEP2600000033	2

BID RECEIVING LOCATION

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

VENDOR

Vendor Customer Code: 000000210866
Vendor Name : Alliance Consulting, Inc.
Address : 124 Philpott Lane
Street : 124 Philpott Lane
City : Beaver
State : WV **Country :** USA **Zip :** 25813
Principal Contact : Alex Patterson - apatterson@aci-wv.com
Vendor Contact Phone: 304-255-0491 **Extension:** 147

FOR INFORMATION CONTACT THE BUYER

Joseph (Josh) E Hager III
 (304) 558-2306
 joseph.e.hageriii@wv.gov

Vendor Signature X  FEIN# 55-0778450 DATE May 22, 2026

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ADDITIONAL INFORMATION

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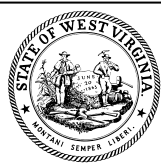
SCHEDULE OF EVENTS

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	Document Phase	Document Description	Page
DEP2600000033	Final	AML - Potential Hibernacula Surveys - AML Sites Northern Reg	3

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 Charleston, WV 25305-0130

State of West Virginia
 Centralized Request for Quote
 Consulting

Proc Folder: 1945307		Reason for Modification:	
Doc Description: AML - Potential Hibernacula Surveys - AML Sites Northern Reg		Addendum #2 is issued to publish agency responses to vendor submitted questions.	
Proc Type: Central Master Agreement			
Date Issued	Solicitation Closes	Solicitation No	Version
2026-05-14	2026-05-27 13:30	CRFQ 0313 DEP2600000033	3

BID RECEIVING LOCATION

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 DEPARTMENT OF ADMINISTRATION
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 2019 WASHINGTON ST E
 CHARLESTON WV 25305
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VENDOR

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2026-04-28	2026-05-14 13:30	CRFQ 0313 DEP2600000033	1

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Acoustic Surveys, based on per site, per night. Esitimated quantities are for bid purposes only.

SCHEDULE OF EVENTS

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INSTRUCTIONS TO VENDORS SUBMITTING BIDS

1. **REVIEW DOCUMENTS THOROUGHLY:** The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.

2. **MANDATORY TERMS:** The Solicitation may contain **mandatory** provisions identified by the use of the words "**must**," "**will**," and "**shall**." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.

3. **PRE-BID MEETING:** The item identified below shall apply to this Solicitation.

A pre-bid meeting will not be held prior to bid opening

A **MANDATORY PRE-BID** meeting will be held at the following place and time:

All Vendors submitting a bid must attend the **mandatory** pre-bid meeting. Failure to attend the **mandatory** pre-bid meeting shall result in disqualification of the Vendor's bid. No one individual is permitted to represent more than one vendor at the pre-bid meeting. Any individual that does attempt to represent two or more vendors will be required to select one vendor to which the individual's attendance will be attributed. The vendors not selected will be deemed to have not attended the pre-bid meeting unless another individual attended on their behalf.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing. It is the Vendor's responsibility to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in but are charged with knowing all matters discussed at the pre-bid.

Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

4. VENDOR QUESTION DEADLINE: Vendors may submit questions relating to this Solicitation to the Purchasing Division. Questions must be submitted in writing. All questions **must be submitted on or before the date listed below and to the address listed below to be considered.** A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are non-binding.

Submitted emails should have the solicitation number in the subject line. Question

Submission Deadline:

Submit Questions to:
2019 Washington Street, East Charleston, WV 25305
Fax: (304) 558-3970
Email:

5. VERBAL COMMUNICATION: Any verbal communication between the Vendor and any State personnel is not binding, including verbal communication at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.

6. BID SUBMISSION: All bids must be submitted on or before the date and time of the bid opening listed in section 7 below. Vendors can submit bids electronically through wvOASIS, in paper form delivered to the Purchasing Division at the address listed below either in person or by courier, or in facsimile form by faxing to the Purchasing Division at the number listed below. Notwithstanding the foregoing, the Purchasing Division may prohibit the submission of bids electronically through wvOASIS at its sole discretion. Such a prohibition will be contained and communicated in the wvOASIS system resulting in the Vendor's inability to submit bids through wvOASIS. The Purchasing Division will not accept bids or modification of bids via email.

Bids submitted in paper, facsimile, or via wvOASIS must contain a signature. Failure to submit a bid in any form without a signature will result in rejection of your bid.

A bid submitted in paper or facsimile form should contain the information listed below on the face of the submission envelope or fax cover sheet. Otherwise, the bid may be rejected by the Purchasing Division.

VENDOR NAME:

BUYER:

SOLICITATION NO.:

BID OPENING DATE:

BID OPENING TIME:

FAX NUMBER:

Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason.

Bid Delivery Address and Fax Number:

Department of Administration, Purchasing Division 2019 Washington Street East

Charleston, WV 25305-0130

Fax: 304-558-3970

7. BID OPENING: Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when confirmation of delivery is provided by wvOASIS (in the case of electronic submission) or when the bid is time stamped by the official Purchasing Division time clock (in the case of hand delivery or via delivery by mail).

Bid Opening Date and Time:

Bid Opening Location:

Department of Administration, Purchasing Division

2019 Washington Street East

Charleston, WV 25305-0130

8. ADDENDUM ACKNOWLEDGEMENT: Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgement Form. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

9. **BID FORMATTING:** Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

10. **ALTERNATE MODEL OR BRAND:** Unless the box below is checked, any model, brand, or specification listed in this Solicitation establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand **shall** clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items **may** be grounds for rejection of a Vendor's bid.

[] This Solicitation is based upon a standardized commodity established under W. Va. Code § 5A-3-61. Vendors are expected to bid the standardized commodity identified. Failure to bid the standardized commodity will result in your firm's bid being rejected.

11. **COMMUNICATION LIMITATIONS:** In accordance with West Virginia Code of State Rules §148-1-6.6.2, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.

12. **REGISTRATION:** Prior to Contract award, the apparent successful Vendor **must** be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee, if applicable.

13. **UNIT PRICE:** Unit prices **shall** prevail in cases of a discrepancy in the Vendor's bid.

14. **PREFERENCE:** Vendor Preference may be requested in purchases of motor vehicles or construction and maintenance equipment and machinery used in highway and other infrastructure projects. Any request for preference must be submitted in writing with the bid, must specifically identify the preference requested with reference to the applicable subsection of West Virginia Code § 5A-3-37, and must include with the bid any information necessary to evaluate and confirm the applicability of the requested preference. A request form to help facilitate the request can be found at: www.state.wv.us/admin/purchase/vrc/Venpref.pdf.

15A. RECIPROCAL PREFERENCE: The State of West Virginia applies a reciprocal preference to all solicitations for commodities and printing in accordance with W. Va. Code § 5A-3-37(b). In effect, non-resident vendors receiving a preference in their home states, will see that same preference granted to West Virginia resident vendors bidding against them in West Virginia. Any request for reciprocal preference must include with the bid any information necessary to evaluate and confirm the applicability of the preference. A request form to help facilitate the request can be found at: www.state.wv.us/admin/purchase/vrc/Venpref.pdf.

15. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:

For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37 and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to contract award to receive the preferences made available to resident vendors.

16. WAIVER OF MINOR IRREGULARITIES: The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.7.

17. ELECTRONIC FILE ACCESS RESTRICTIONS: Vendor must ensure that its submission in wvOASIS can be accessed and viewed by the Purchasing Division staff immediately upon bid opening. The Purchasing Division will consider any file that cannot be immediately accessed and viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires and are therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening to make a file viewable if those documents are required with the bid. A Vendor may be required to provide document passwords or remove access restrictions to allow the Purchasing Division to print or electronically save documents provided that those documents are viewable by the Purchasing Division prior to obtaining the password or removing the access restriction.

18. NON-RESPONSIBLE: The Purchasing Division Director reserves the right to reject the bid of any vendor as Non-Responsible in accordance with W. Va. Code of State Rules § 148-1-5.3, when the Director determines that the vendor submitting the bid does not have the capability to fully perform or lacks the integrity and reliability to assure good-faith performance.”

19. ACCEPTANCE/REJECTION: The State may accept or reject any bid in whole, or in part in accordance with W. Va. Code of State Rules § 148-1-4.6. and § 148-1-6.3.”

20. **WITH THE BID REQUIREMENTS:** In instances where these specifications require documentation or other information with the bid, and a vendor fails to provide it with the bid, the Director of the Purchasing Division reserves the right to request those items after bid opening and prior to contract award pursuant to the authority to waive minor irregularities in bids or specifications under W. Va. CSR § 148-1-4.7. This authority does not apply to instances where state law mandates receipt with the bid.

21. **EMAIL NOTIFICATION OF AWARD:** The Purchasing Division will attempt to provide bidders with e-mail notification of contract award when a solicitation that the bidder participated in has been awarded. For notification purposes, bidders must provide the Purchasing Division with a valid email address in the bid response. Bidders may also monitor wvOASIS or the Purchasing Division's website to determine when a contract has been awarded.

22. **EXCEPTIONS AND CLARIFICATIONS:** The Solicitation contains the specifications that **shall** form the basis of a contractual agreement. **Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid.** Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

GENERAL TERMS AND CONDITIONS:

1. CONTRACTUAL AGREEMENT: Issuance of an Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance by the State of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid, or on the Contract if the Contract is not the result of a bid solicitation, signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

2. DEFINITIONS: As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.

2.1. "Agency" or "Agencies" means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.

2.2. "Bid" or "Proposal" means the vendors submitted response to this solicitation.

2.3. "Contract" means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.

2.4. "Director" means the Director of the West Virginia Department of Administration, Purchasing Division.

2.5. "Purchasing Division" means the West Virginia Department of Administration, Purchasing Division.

2.6. "Award Document" means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.

2.7. "Solicitation" means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

2.8. "State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.

2.9. "Vendor" or "Vendors" means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

3. CONTRACT TERM; RENEWAL; EXTENSION: The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

Term Contract

Initial Contract Term: The Initial Contract Term will be for a period of _____
_____. The Initial Contract Term becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as _____), and the Initial Contract Term ends on the effective end date also shown on the first page of this Contract.

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be delivered to the Agency and then submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Unless otherwise specified below, renewal of this Contract is limited to _____ successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

Alternate Renewal Term – This contract may be renewed for _____ successive _____ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

Delivery Order Limitations: In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.

Fixed Period Contract: This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within _____ days.

Fixed Period Contract with Renewals: This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that:

the contract will continue for _____ years;

the contract may be renewed for _____ successive _____ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's Office (Attorney General approval is as to form only).

One-Time Purchase: The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.

Construction/Project Oversight: This Contract becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as _____), and continues until the project for which the vendor is providing oversight is complete.

Other: Contract Term specified in _____

4. AUTHORITY TO PROCEED: Vendor is authorized to begin performance of this contract on the date of encumbrance listed on the front page of the Award Document unless either the box for "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked in Section 3 above. If either "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked, Vendor must not begin work until it receives a separate notice to proceed from the State. The notice to proceed will then be incorporated into the Contract via change order to memorialize the official date that work commenced.

5. QUANTITIES: The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

Open End Contract: Quantities listed in this Solicitation/Award Document are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.

Service: The scope of the service to be provided will be more clearly defined in the specifications included herewith.

Combined Service and Goods: The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

One-Time Purchase: This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.

Construction: This Contract is for construction activity more fully defined in the specifications.

6. EMERGENCY PURCHASES: The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute a breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One-Time Purchase contract.

7. REQUIRED DOCUMENTS: All of the items checked in this section must be provided to the Purchasing Division by the Vendor as specified:

LICENSE(S) / CERTIFICATIONS / PERMITS: In addition to anything required under the Section of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits upon request and in a form acceptable to the State. The request may be prior to or after contract award at the State's sole discretion.

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications regardless of whether or not that requirement is listed above.

8. INSURANCE: The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancelation, policy reduction, or change in insurers. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether that insurance requirement is listed in this section.

Vendor must maintain:

Commercial General Liability Insurance in at least an amount of: _____ per occurrence.

Automobile Liability Insurance in at least an amount of: _____ per occurrence.

Professional/Malpractice/Errors and Omission Insurance in at least an amount of: _____ per occurrence. Notwithstanding the forgoing, Vendor's are not required to list the State as an additional insured for this type of policy.

Commercial Crime and Third Party Fidelity Insurance in an amount of: _____ per occurrence.

Cyber Liability Insurance in an amount of: _____ per occurrence.

Builders Risk Insurance in an amount equal to 100% of the amount of the Contract.

Pollution Insurance in an amount of: _____ per occurrence.

Aircraft Liability in an amount of: _____ per occurrence.

9. WORKERS' COMPENSATION INSURANCE: Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

10. VENUE: All legal actions for damages brought by Vendor against the State shall be brought in the West Virginia Claims Commission. Other causes of action must be brought in the West Virginia court authorized by statute to exercise jurisdiction over it.

11. LIQUIDATED DAMAGES: This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

_____ for _____.

Liquidated Damages Contained in the Specifications.

Liquidated Damages Are Not Included in this Contract.

12. ACCEPTANCE: Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

13. PRICING: The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.

14. PAYMENT IN ARREARS: Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software maintenance, licenses, or subscriptions may be paid annually in advance.

15. PAYMENT METHODS: Vendor must accept payment by electronic funds transfer and P-Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.)

16. TAXES: The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.

17. ADDITIONAL FEES: Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia, included in the Contract, or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

18. FUNDING: This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.

19. CANCELLATION: The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-5.2.

20. TIME: Time is of the essence regarding all matters of time and performance in this Contract.

21. APPLICABLE LAW: This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code, or West Virginia Code of State Rules is void and of no effect.

22. COMPLIANCE WITH LAWS: Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

23. ARBITRATION: Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.

24. MODIFICATIONS: This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

25. WAIVER: The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

26. SUBSEQUENT FORMS: The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

27. ASSIGNMENT: Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments.

28. WARRANTY: The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.

29. STATE EMPLOYEES: State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.

30. PRIVACY, SECURITY, AND CONFIDENTIALITY: The Vendor agrees that it 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. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in www.state.wv.us/admin/purchase/privacy.

31. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

32. LICENSING: In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

33. ANTITRUST: In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.

34. VENDOR NON-CONFLICT: Neither Vendor nor its representatives are permitted to have any interest, nor shall they acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency.

35. VENDOR RELATIONSHIP: The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing.

Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

36. INDEMNIFICATION: The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

37. NO DEBT CERTIFICATION: In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State. By submitting a bid, or entering into a contract with the State, Vendor is affirming 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, neither the Vendor nor any related party owe a debt as defined above, and neither the Vendor nor any related party are in employer default as defined in the statute cited above unless the debt or employer default is permitted under the statute.

38. CONFLICT OF INTEREST: Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

39. REPORTS: Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at purchasing.division@wv.gov.

40. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check. Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

41. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS: Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process.
- c. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
 1. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
 2. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

42. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL: In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a “substantial labor surplus area”, as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

43. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE: W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$1 million, the Vendor must submit to the Agency a disclosure of interested parties prior to beginning work under this Contract. Additionally, the Vendor must submit a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-work interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

44. PROHIBITION AGAINST USED OR REFURBISHED: Unless expressly permitted in the solicitation published by the State, Vendor must provide new, unused commodities, and is prohibited from supplying used or refurbished commodities, in fulfilling its responsibilities under this Contract.

45. VOID CONTRACT CLAUSES: This Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

46. ISRAEL BOYCOTT: Bidder understands and agrees that, pursuant to W. Va. Code § 5A-3-63, it is prohibited from engaging in a boycott of Israel during the term of this contract.

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.

(Printed Name and Title) _____

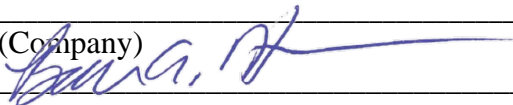
(Address) _____

(Phone Number) / (Fax Number) _____

(email address) _____

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that: I have reviewed this Solicitation/Contract 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/Contract 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 this bid or offer was made without prior understanding, agreement, or connection with any entity submitting a bid or offer for the same material, supplies, equipment or services; that this bid or offer is in all respects fair and without collusion or fraud; that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; 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.

By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law; and that pursuant to W. Va. Code 5A-3-63, the entity entering into this contract is prohibited from engaging in a boycott against Israel.

(Company) 

(Signature of Authorized Representative)

(Printed Name and Title of Authorized Representative) (Date)

(Phone Number) (Fax Number)

(Email Address)

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ 0313 DEP2600000033

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.


Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:
(Check the box next to each addendum received)

- | | |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input checked="" type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8 |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9 |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

Alliance Consulting, Inc.

Company


Authorized Signature

May 22, 2026

Date

NOTE: This addendum acknowledgment should be submitted with the bid to expedite document processing.

REQUEST FOR QUOTATION
Potential Hibernacula Surveys at Abandoned Mine Land Project Sites
Northern Region

SPECIFICATIONS

- 1. PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of West Virginia Department of Environmental Protection, Office of Abandoned Mine Lands (WVDEP/AML) to establish a contract to conduct surveys of unreclaimed or reclaimed mine portals for potential habitation by threatened or endangered species, as determined by the US Fish and Wildlife Service (USFWS) in the Northern Region of West Virginia. Such species include the Indiana bat (*Myotis sodalis*), Northern long-eared bat (*Myotis septentrionalis*), Virginia big-eared bat (*Corynorhinus townsendii virginianus*), Gray bat (*Myotis grisescens*), and the proposed Tri-colored bat (*Perimyotis subflavus*). Should additional species be listed as Threatened or Endangered by the USFWS, those species may be included in this Contract.

Bat surveys conducted under this contract are performed at abandoned underground mine portals throughout the state. These sites pose hazards to those entering the site. Typical hazards include, but are not limited to, weather related hazards, uneven terrain, and wildlife. The sites also include hazards unique to abandoned mine sites, including (but not limited to) unstable highwalls, dangerous embankments, open mine portals, hazardous water bodies, and the potential for hazardous atmospheres from the mines.

- 2. DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
- 2.1 “Acoustic Bat Survey”** means a non-invasive method used to study bat populations by recording their echolocation calls by deploying bat detectors in various habitats to capture the sounds made by bats during their foraging and social interactions.
- 2.2 “Agency”** means the West Virginia Department of Environmental Protection, Office of Abandoned Mine Lands (WVDEP/AML).
- 2.3 “Contract Services”** means the completion of Potential Hibernacula Surveys at multiple sites across the state, as more fully described in these specifications.
- 2.4 “Harp Trap”** means a device used to capture bats without exposing them to disentangling from traps like mist nets and hand nets. It utilizes the bats’ natural flight behavior, where they turn perpendicular to the ground to pass between obstacles, causing them to drop unharmed into a collection chamber below. Harp traps are utilized to survey the potential hibernacula.
- 2.5 “Northern Region”** means Barbour, Berkeley, Brooke, Doddridge, Gilmer, Grant, Hancock, Harrison, Lewis, Marion, Marshall, Mineral, Monongalia, Morgan, Ohio,

REQUEST FOR QUOTATION
**Potential Hibernacula Surveys at Abandoned Mine Land Project Sites
Northern Region**

Pendleton, Pleasants, Pocahontas, Preston, Randolph, Taylor, Tucker, Tyler, Upshur, Wirt, and Wood Counties in West Virginia.

2.6 “Potential Hibernacula Survey” means on-site surveys of underground mine portals using harp traps to determine the presence or absence of bat species listed as endangered or threatened by the United States Fish and Wildlife Service (USFWS).

2.7 “Pricing Page” means the pages, contained in wvOASIS or attached hereto as Exhibit A, upon which Vendor should list its proposed price for the Contract Services.

2.8 “Solicitation” means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

2.9 “Survey Period” or “Sampling Period” means the date range identified by the USFWS during which the Potential Hibernacula Surveys detailed in this RFQ can be performed. Based on the current guidelines, the Survey must be conducted between September 15 and October 31, though the timing may be adjusted based upon local weather conditions and consultation with the USFWS.

3. QUALIFICATIONS: Vendor, or Vendor’s staff if requirements are inherently limited to individuals rather than corporate entities, shall have the following minimum qualifications:

3.1. The Consultant’s shall be designated, registered, or identified as a Qualified Bat Surveyor by the USFWS. The USFWS WV Field Office maintains this list, the most current of which can be found at <https://www.fws.gov/media/indiana-bat-2020-surveyors-west-virginia>

3.2. Should the Consultant be designated or registered as a Qualified Bat Surveyor by the USFWS but not listed on the website above, the Consultant can provide written documentation from the USFWS WV Field Office.

3.3. The Consultant shall have a minimum of (2) years experience in performing bat surveys.

REQUEST FOR QUOTATION
Potential Hibernacula Surveys at Abandoned Mine Land Project Sites
Northern Region

4. MANDATORY REQUIREMENTS:

4.1 Mandatory Contract Services Requirements and Deliverables: Contract Services must meet or exceed the mandatory requirements listed below.

4.1.1 Potential Hibernacula Surveys

4.1.1.1 Prior to each survey period, the agency will provide a list of specific projects for sampling. Because agency project volumes fluctuate, the number of potential hibernacula portals requiring survey may vary significantly each year; the consultant must accommodate these annual variations in workload throughout the contract term.

4.1.1.2 The Consultant shall be responsible for obtaining any permits from the USFWS and/or WVDNR. This responsibility shall include, but may not be limited to, paying any fees required for the permit(s), and providing any sampling plan or other information required to obtain the permit(s).

4.1.1.3 All surveys shall be conducted in accordance with the survey protocol detailed in the USFWS Range-wide Indiana bat and Northern Long-eared Bat Survey Guidelines, Appendix H, last updated March 2024. Should the USFWS release a new revision of the document, the newest version should be utilized. The current version of the survey guidelines can be obtained at <https://www.fws.gov/media/range-wide-indiana-bat-and-northern-long-eared-bat-survey-guidelines>

4.1.1.4 The Consultant is authorized to conduct acoustic surveys if they are specifically requested or required in writing by WVDNR and/or USFWS, or is specifically requested by the Agency or an Agency Representative.

4.1.1.5 Surveys may be conducted on mine portals, subsidence holes, silos, or other abandoned structures at unreclaimed mine sites, or on previously installed bat gates.

4.1.1.5.1 For surveys completed on existing bat gates, the Consultant shall, to the best of their ability, inspect the

REQUEST FOR QUOTATION
Potential Hibernacula Surveys at Abandoned Mine Land Project Sites
Northern Region

bat gate and provide documentation on the integrity of the gate structure.

4.1.1.6 The Agency will provide a written Work Directive (**Attachment B**) via electronic mail that provides the necessary project information needed by the consultant to complete the surveys by June 30th of the same calendar year in which the Potential Hibernacula Surveys will be completed. Such information may include, but may not be limited to, the following:

- 4.1.1.6.1** Results of Phase 1 Habitat Assessment of Potentially Suitable Hibernacula previously completed for the project
- 4.1.1.6.2** OSM 51 Document that details the project
- 4.1.1.6.3** Topographic maps
- 4.1.1.6.4** Aerial photographs
- 4.1.1.6.5** Latitude and Longitude coordinates necessary to complete the survey.
- 4.1.1.6.6** Mine maps relevant to the project/site.
- 4.1.1.6.7** Signed Exploratory Right of Entry agreements between the Agency and the Property Owner(s)
- 4.1.1.6.8** Property Owner contact information
- 4.1.1.6.9** Reclamation plan for the proposed projects
- 4.1.1.6.10** As-Built maps detailing the reclamation performed at the site (previously completed projects only)
- 4.1.1.6.11** WVDEP/AML Contact(s) for each project.

4.1.1.7 The Agency Representative will visit the site with the Consultant upon request by the Consultant.

4.1.2 Accepted Deviations from the Guidelines – through conversations with USFWS, it has been determined that surveys conducted by the Agency, in accordance with Section 4.1.1.4 above, can deviate from the established guidelines as follows:

4.1.2.3 Should a species listed as Endangered, Threatened, Proposed by the USFWS be captured, no further surveys will be required on that portal.

REQUEST FOR QUOTATION
Potential Hibernacula Surveys at Abandoned Mine Land Project Sites
Northern Region

4.1.2.4 Should the Consultant not be able to complete the required surveys by the end of the survey period, the Consultant shall notify WVDEP/AML. Agency personnel (and potentially the Consultant) will discuss the issue with USFWS before deciding if additional survey(s) in the spring will be required.

4.1.2.5 Payment will only be made for sites in which all required surveys have been completed.

4.1.3 Deliverables

4.1.3.3 The Consultant shall prepare and submit a written report to the Agency detailing the results of the Potential Hibernacula Survey(s). The report shall be submitted to the Agency via electronic mail within 30 days of completing ALL surveys. After review, the Agency may require revisions to the report, which will be provided to the Consultant within 10 days of receipt by the Agency. The Consultant shall submit the final report to the Agency within 30 days of the comments provided by the Agency. The Agency may provide additional time upon the receipt of a written request by the Consultant.

4.1.3.4 The report shall include the following information:

- 4.1.3.4.1** Textual description of each survey conducted, including a discussion of the results of each survey
- 4.1.3.4.2** Sample Data Sheets for each portal/night
- 4.1.3.4.3** Date and time of surveys
- 4.1.3.4.4** Weather on survey nights
- 4.1.3.4.5** Survey method
- 4.1.3.4.6** Species captured
- 4.1.3.4.7** Sex and reproductive condition of captured bats
- 4.1.3.4.8** Photographs of traps after setup
- 4.1.3.4.9** Photographs of any Federally Endangered, Threatened, or Proposed species captured
- 4.1.3.4.10** Any additional information required by WVDNR and/or USFWS
- 4.1.3.4.11** A description of the integrity of the bat gate structure (only for portals that have been previously abated).

REQUEST FOR QUOTATION
Potential Hibernacula Surveys at Abandoned Mine Land Project Sites
Northern Region

4.1.3.5 The Consultant shall submit any reports to the WVDNR and/or USFWS, as required by any permits.

5. CONTRACT AWARD:

5.1 Contract Award: The Contract is intended to provide Agency with a purchase price for the Contract Services. The Contract shall be awarded to the Vendor that provides the Contract Services meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.

5.2 AVS Form: Vendor must complete an AVS (Applicant Violator System) form to request an eligibility evaluation from the Office of Surface Mining Reclamation and Enforcement. This requirement applies to contractors and their sub-contractors and is found under OSMRE's regulations at 30 CFR 874.16. Vendor must sign and date it. Form must be completed within 30 days of award to be considered for award. The completion of the form will be requested by the Agency after evaluation and prior to award of the purchase order

5.3 Pricing Page: Vendor should complete the Pricing Page by providing a per portal, per night cost of the Potential Hibernacula Surveys. Additionally, Vendor should complete the Pricing Page in full as failure to complete the Pricing Page in its entirety may result in Vendor's bid being disqualified.

Vendor should type or electronically enter the information into the Pricing Pages through wvOASIS, if available, or as an electronic document.

- 6. PERFORMANCE:** Vendor and Agency shall agree upon a schedule for performance of Contract Services and Contract Services Deliverables, unless such a schedule is already included herein by Agency. In the event that this Contract is designated as an open-end contract, Vendor shall perform in accordance with the release orders that may be issued against this Contract.
- 7. PAYMENT:** Agency shall pay the total contract price, as shown on the Pricing Pages, for all Contract Services performed and accepted under this Contract. Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.
- 8. INVOICING:** Vendor shall submit invoices within 30 days after the submission of the final report. Invoices shall be submitted via email to DEPDLRProcurement@wv.gov.
- 9. TRAVEL:** Vendor shall be responsible for all mileage and travel costs, including travel time, associated with performance of this Contract. Any anticipated mileage or travel costs may be included in the flat fee or hourly rate listed on Vendor's bid, but such costs will not be paid by the Agency separately.

REQUEST FOR QUOTATION
Potential Hibernacula Surveys at Abandoned Mine Land Project Sites
Northern Region

10. FACILITIES ACCESS: Performance of Contract Services may require access cards and/or keys to gain entrance to Agency's facilities. In the event that access cards and/or keys are required:

- 10.1.** Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.
- 10.2.** Vendor will be responsible for controlling cards and keys and will pay replacement fee, if the cards or keys become lost or stolen.
- 10.3.** Vendor shall notify Agency immediately of any lost, stolen, or missing card or key.
- 10.4.** Anyone performing under this Contract will be subject to Agency's security protocol and procedures.
- 10.5.** Vendor shall inform all staff of Agency's security protocol and procedures.

11. VENDOR DEFAULT:

11.1. The following shall be considered a vendor default under this Contract.

- 11.1.1.** Failure to perform Contract Services in accordance with the requirements contained herein.
- 11.1.2.** Failure to comply with other specifications and requirements contained herein.
- 11.1.3.** Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.

REQUEST FOR QUOTATION
Potential Hibernacula Surveys at Abandoned Mine Land Project Sites
Northern Region

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: Alex Patterson

Telephone Number: 304-255-0491

Fax Number: 304-255-4232

Email Address: apatterson@aci-wv.com

**WEST VIRGINIA
SECRETARY OF STATE
BETTY IRELAND
ADMINISTRATIVE LAW DIVISION**

Do Not Mark In This Box

2008 MAR 27 PM 9:00:17

SECRETARY OF STATE

Form #6

**NOTICE OF FINAL FILING AND ADOPTION OF A LEGISLATIVE RULE AUTHORIZED
BY THE WEST VIRGINIA LEGISLATURE**

AGENCY: DOC, DNR, Wildlife Resources Section TITLE NUMBER: 58

AMENDMENT TO AN EXISTING RULE: YES NO

IF YES, SERIES NUMBER OF RULE BEING AMENDED: 42

TITLE OF RULE BEING AMENDED: Wildlife Scientific Collecting Permit

IF NO, SERIES NUMBER OF RULE BEING PROPOSED: _____

TITLE OF RULE BEING PROPOSED: _____

THE ABOVE RULE HAS BEEN AUTHORIZED BY THE WEST VIRGINIA LEGISLATURE.

AUTHORIZATION IS CITED IN (house or senate bill number) HB 4255

SECTION 64-10-3(e), PASSED ON March 7, 2008

THIS RULE IS FILED WITH THE SECRETARY OF STATE. THIS RULE BECOMES EFFECTIVE ON THE
FOLLOWING DATE: March 27, 2008


Authorized Signature

\$3.00

**TITLE 58
LEGISLATIVE RULE
DEPARTMENT OF COMMERCE
DIVISION OF NATURAL RESOURCES**

**SERIES 42
WILDLIFE SCIENTIFIC COLLECTING PERMIT**

Filed June 5, 2007 – Form 2 – Notice of a Comment Period on a Proposed Rule

Filed July 19, 2007 – Form 3 – Notice of Agency Approval of a Proposed Rule
And Filing with the Legislative Rule-Making Review Committee

Filed November 5, 2007 – Form 4 – Notice of Rule Modification of a Proposed Rule

TITLE 58
LEGISLATIVE RULE
DEPARTMENT OF COMMERCE
DIVISION OF NATURAL RESOURCES

MAR 25 AM 9:16

SERIES 42
WILDLIFE SCIENTIFIC COLLECTING PERMIT

117 SITE

§58-42-1. General

1.1. Scope and Purpose. -- This legislative rule establishes procedures and requirements for the application and issuance of scientific collecting permits.

1.2. Authority. -- W. Va. Code §§20-1-7(30) and 20-2-50.

1.3. Filing Date. -- March 25, 2008

1.4. Effective Date. -- March 25, 2008

§58-42-2. Definitions

2.1. "Director" means the Director of the Division of Natural Resources.

2.2. "Division" means the West Virginia Division of Natural Resources.

2.3. All other terms have the meaning prescribed in W.Va. Code §20-1-2.

§58-42-3. Application

3.1. An applicant for a wildlife scientific collecting permit shall submit an application to the Director or his or her designated representative on the forms prescribed by the Director.

3.2. The application form shall contain the following information:

3.2.1. The name, address and telephone number of the applicant;

3.2.2. The applicant's institutional affiliation, if any;

3.2.3. The applicant's profession;

3.2.4. The specific manner of collection, collection dates and collection locations;

3.2.5. The purpose for which specimens are to be collected;

3.2.6. The disposition of collected specimens; and

3.2.7. A listing of the species and numbers of species to be collected.

§58-42-4. Conditions of Issuance, Denial, and Revocation

4.1. The Director shall determine if an applicant possess the appropriate educational and professional experience to collect and handle wildlife designated on the permit.

4.2. The Director shall not issue permits for the purpose of killing deer or bear.

4.3. The Director may place restrictive provisions on the permit to minimize the unnecessary loss of the State's wildlife. These restrictions may include:

4.3.1. Limitations on species and/or the number to be taken;

4.3.2. Limitations on the manner and/or equipment used to take wildlife; and

4.3.3. Limitations on the locations and/or time of year of collections;

4.4. The Director may deny a permit based on:

4.4.1. Inappropriate conduct of the applicant, including but not limited to, past or current violations of federal or state wildlife laws or rules or regulations;

4.4.2. Past noncompliance of the applicant with permit provisions; and

4.4.3. The current population status of wildlife to be collected, such as federally threatened or endangered species, or other conditions which necessitate a ban or limitation of any taking.

4.5. The Director may revoke any permit for the following reasons:

4.5.1. A permittee's noncompliance with permit provisions;

4.5.2. Violation of state or federal laws or rules or regulations by the permittee; or

4.5.3. For good cause.

4.6. The permittee shall contact the Division - Law Enforcement Section prior to initiating the taking of wildlife within the time period shown on the permit if notice is required as a condition of the permit.

4.7. The permittee shall contact the Division - Wildlife Resources personnel within the time period shown on the permit, if contact is required as a condition of the permit.

4.7.1. The permittee shall notify the Division - Wildlife Resources Section contact listed on the permit within twenty-four (24) hours of the occurrence of any unexplained deaths occurring in wildlife captured or held under his or her permit.

4.7.2. The permittee shall notify the Division of Natural Resources - Wildlife Resources Section contact listed on the permit within twenty-four (24) hours of the occurrence of any diseased wildlife captured or held under his or her permit.

§58-42-5. Permit Length

5.1. The Director shall determine the length of the permit, but may not issue a permit which extends beyond the end of the calendar year.

§58-42-6. Record Keeping and Reporting

6.1. The permittee shall submit a report on forms prescribed by the Director to the Wildlife Resources Section no later than forty-five (45) days after the termination date of the permit.

§58-42-7. Penalties

7.1. Any person who fails to obtain a scientific wildlife collecting permit or to comply with any of the provisions of the permit is subject to the penalties as prescribed in W. Va. Code §20-7-9.

§58-42-8. Fees

8.1. The annual fees for scientific collecting permits are as follows:

- 8.1.1. Consultants - \$200.00;
- 8.1.2. Out-of-state academics or students - \$25.00;
- 8.1.3. In-state academics or students – No fee;
- 8.1.4. Falconers - \$25.00; and
- 8.1.5. State agencies (in- or out-of-state), federal government, non-profit groups – No fee

8.2. Fees shall accompany the application.



west virginia department of environmental protection

Division of Land Restoration
601 57th St SE
Charleston, WV 25304
Phone: 304-926-0440

Harold D. Ward, Cabinet Secretary
dep.wv.gov

Date

Vendor Name
Vendor Address
Vendro Address

SUBJECT: Work Plan #
Purchase Order #

The following information identifies the site which will require the services of your firm:

A. GENERAL DESCRIPTION

1. Name of Site:
Permit Number:
Department: Abandoned Mine Lands (AML)
County:
Date Called: Date/Time

B. WORK TO BE PERFORMED

Complete Phase II Survey if needed

Engineer/Supervisor (Print Name)

Engineer/Supervisor Signature

FEDERAL FUNDS ADDENDUM

2 C.F.R. §§ 200.317 – 200.327

***Please note that any reference to the Department of Administration, Purchasing Division should be replaced with the Department of Environmental Protection on any Construction/Reclamation Projects that are processed under the Department’s Exemption (Senate Bill 474).**

Purpose: This addendum is intended to modify the solicitation in an attempt to make the contract compliant with the requirements of 2 C.F.R. §§ 200.317 through 200.327 relating to the expenditure of certain federal funds. This solicitation will allow the State to obtain one or more contracts that satisfy standard state procurement, state federal funds procurement, and county/local federal funds procurement requirements.

Instructions: Vendors who are willing to extend their contract to procurements with federal funds and the requirements that go along with doing so, should sign the attached document identified as: “REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.317)”

Should the awarded vendor be unwilling to extend the contract to federal funds procurement, the State reserves the right to award additional contracts to vendors that can and are willing to meet federal funds procurement requirements.

Changes to Specifications: Vendors should consider this solicitation as containing two separate solicitations, one for state level procurement and one for county/local procurement.

State Level: In the first solicitation, bid responses will be evaluated with applicable preferences identified in sections 15, 15A, and 16 of the “Instructions to Vendors Submitting Bids” to establish a contract for both standard state procurements and state federal funds procurements.

County Level: In the second solicitation, bid responses will be evaluated with applicable preferences identified in Sections 15, 15A, and 16 of the “Instructions to Vendors Submitting Bids” omitted to establish a contract for County/Local federal funds procurement.

Award: If the two evaluations result in the same vendor being identified as the winning bidder, the two solicitations will be combined into a single contract award. If the evaluations result in a different bidder being identified as the winning bidder, multiple contracts may be awarded. The State reserves the right to award to multiple different entities should it be required to satisfy standard state procurement, state federal funds procurement, and county/local federal funds procurement requirements.

State Government Use Caution: State agencies planning to utilize this contract for procurements subject to the above identified federal regulations should first consult with the federal agency providing the applicable funding to ensure the contract is compliant.

County/Local Government Use Caution: County and Local government entities planning to utilize this contract for procurements subject to the above identified federal regulation should first consult with the federal agency providing the applicable funding to ensure the contract is compliant. For purposes of County/Local government use, the solicitation resulting in this contract was conducted in accordance with the procurement laws, rules, and procedures governing the West Virginia Department of Administration, Purchasing Division, except that vendor preference has been omitted for County/Local use purposes and the contract terms contained in the document entitled “REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.317)” have been added.

FEDERAL FUNDS ADDENDUM

REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.317):

The West Virginia Department of Environmental Protection and the Vendor awarded this Contract intend that this Contract be compliant with the requirements of the Procurement Standards contained in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements found in 2 C.F.R. § 200.317, et seq. for procurements conducted by a Non-Federal Entity. Accordingly, the Parties agree that the following provisions are included in the Contract.

Contracts awarded for the Office of Abandoned Mine Lands & Reclamation (AML) projects require the Vendor to complete the Contractor Information Form (AVS) to request an eligibility evaluation from the Office of Surface Mining Reclamation and Enforcement (OSMRE).

(<https://www.osmre.gov/programs/regulating-coal-mines/avs>). This requirement applies to Contractors and their Sub-contractors and is found under OSMRE's regulations at CFR Title 30, Chapter VII, Subchapter R, Part 874.16:

<https://www.ecfr.gov/current/title-30/chapter-VII/subchapter-R/part-874>

Vendors should submit the most recent version with their bid documents. Form must be signed and dated within the last 30 days for vendors' bid to be considered for any current solicitation.

1. MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS: (2 C.F.R. § 200.321)

- a. The State confirms that it has taken all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Those affirmative steps include:
 - (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 - (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
 - (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
 - (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

(6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) above.

- b. Vendor confirms that if it utilizes subcontractors, it will take the same affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

2. DOMESTIC PREFERENCES:

(2 C.F.R. § 200.322)

- a. The State confirms that as appropriate and to the extent consistent with law, it has, to the greatest extent practicable under a federal award, provided a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

- . Vendor confirms that will include the requirements of this Section 2. Domestic Preference in all subawards including all contracts and purchase orders for work or products under this award.

- a. Definitions: For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

3. BREACH OF CONTRACT REMEDIES AND PENALTIES:

(2 C.F.R. § 200.327 and Appendix II)

- (a) The provisions of West Virginia Code of State Rules § 148-1-5 provide for breach of contract remedies, and penalties. A copy of that rule is attached hereto as Exhibit A and expressly incorporated herein by reference.

4. TERMINATION FOR CAUSE AND CONVENIENCE:

(2 C.F.R. § 200.327 and Appendix II)

- (a) The provisions of West Virginia Code of State Rules § 148-1-5 govern Contract termination. A copy of that rule is attached hereto as Exhibit A and expressly incorporated herein by reference.

5. EQUAL EMPLOYMENT OPPORTUNITY:

(2 C.F.R. § 200.327 and Appendix II)

Except as otherwise provided under 41 CFR Part 60, and if this contract meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3, this contract includes the

equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964–1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

6. DAVIS-BACON WAGE RATES:

(2 C.F.R. § 200.327 and Appendix II)

Vendor agrees that if this Contract includes construction, all construction work in excess of \$2,000 will be completed and paid for in compliance with the Davis–Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must:

- (a) pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
- (b) pay wages not less than once a week.

A copy of the current prevailing wage determination issued by the Department of Labor is attached hereto as Exhibit B. The decision to award a contract or subcontract is conditioned upon the acceptance of the wage determination. The State will report all suspected or reported violations to the Federal awarding agency.

7. ANTI-KICKBACK ACT:

(2 C.F.R. § 200.327 and Appendix II)

Vendor agrees that it will comply with the Copeland Anti-KickBack Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). Accordingly, Vendor, Subcontractors, and anyone performing under this contract are prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The State must report all suspected or reported violations to the Federal awarding agency.

8. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

(2 C.F.R. § 200.327 and Appendix II)

Where applicable, and only for contracts awarded by the State in excess of \$100,000 that involve the employment of mechanics or laborers, Vendor agrees to comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, Vendor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not

apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

9. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. (2 C.F.R. § 200.327 and Appendix II)

If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

10. CLEAN AIR ACT
(2 C.F.R. § 200.327 and Appendix II)

Vendor agrees that if this contract exceeds \$150,000, Vendor is to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

11. DEBARMENT AND SUSPENSION
(2 C.F.R. § 200.327 and Appendix II)

The State will not award to any vendor that is listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

12. BYRD ANTI-LOBBYING AMENDMENT
(2 C.F.R. § 200.327 and Appendix II)

Vendors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

13. PROCUREMENT OF RECOVERED MATERIALS
(2 C.F.R. § 200.327 and Appendix II; 2 C.F.R. § 200.323)

Vendor agrees that it and the State must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

14. BUILD AMERICA, BUY AMERICA ACT.

(2 C.F.R. §184)

The Build America, Buy America Act requires that iron, steel, manufactured products, and construction materials used in applicable federally funded infrastructure projects be produced in the United States. Federal Financial Assistance to Non-Federal Entities, defined pursuant to 2 CFR 200.1 as any State, local government, Indian tribe, Institution of Higher Education, or nonprofit organization, shall be governed by the requirements of Section 70914 of the Build America, Buy America Act (BABAA), under Title IX of the Infrastructure Investment and Jobs Act, Pub. L. 177-58. Any requests for waiver of these requirements must be submitted pursuant to USDA's guidance available online at

<https://www.usda.gov/ocfo/federal-financial-assistance-policy/USDABuyAmericaWaiver>

15. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.

(2 C.F.R. § 200.327 and Appendix II; 2 CFR § 200.216)

Vendor and State agree that both are prohibited from obligating or expending funds under this Contract to:

- (1) Procure or obtain;
- (2) Extend or renew a contract to procure or obtain; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

- (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
- (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Secretary of the National Intelligence or the Secretary of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country. In implementing the prohibition under Public Law 115–232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

16. PROHIBITION ON PROCUREMENT OF COVERED UNMANNED AIRCRAFT SYSTEMS FROM COVERED FOREIGN ENTITIES.

(48 C.F.R. 52.240-1)

Vendor and State agree that both are prohibited from obligating or expending funds under this Contract to:

- (1) Procure or obtain;
- (2) Extend or renew a contract to procure or obtain; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain Unmanned Aircraft Systems (i.e., drones) on federal or federally assisted projects that do not comply with the [American Security Drone Act of 2023](#) (effective Dec 22, 2025), which states an agency may not procure any covered unmanned aircraft system that is manufactured or assembled by a covered foreign entity, which includes associated elements related to the collection and transmission of sensitive information (consisting of communication links and the components that control the unmanned aircraft) that enable the operator to operate the aircraft in the National Airspace System. The Federal Acquisition Security Council, in coordination with the Secretary of Transportation, shall develop and update a list of associated elements.
- (4) Prohibition on Unmanned Aircraft Systems Manufactured or Assembled by American Security Drone Act-Covered Foreign Entities-(Nov 2024) [eCFR :: 48 CFR 52.240-1 -- Prohibition on Unmanned Aircraft Systems Manufactured or Assembled by American Security Drone Act—Covered Foreign Entities. \(FAR 52.240-1\)](#) disallows the Vendor and State from the following:
 - (i) Delivering any Federal Acquisition Security Council (FASC)-prohibited unmanned aircraft (i.e., drones) and associated elements (sections 1823 and 1826 of [Pub. L. 118-31, 41 U.S.C. 3901 note](#) prec.)
 - (ii) On or after December 22, 2025, operating a FASC-prohibited unmanned aircraft system in the performance of the contract (section 1824 of [Pub. L. 118-31, 41 U.S.C. 3901 note](#) prec.); and
 - (iii) On or after December 22, 2025, using Federal funds for the procurement or operation of an FASC-prohibited unmanned aircraft system (section 1825 of [Pub. L. 118-31, 41 U.S.C. 3901 note](#) prec.).

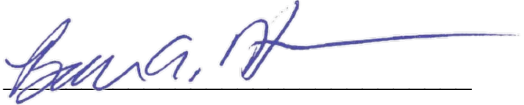
17. Coal Industry Employee Certification Form- Exhibit C

In carrying out programs with Infrastructure Investment and Jobs Act (IIJA) AML funding, OSMRE encourages States and Tribes, consistent with applicable State or Tribal law, to use procurement processes that incentivize AML contractors to hire current and former employees of the coal industry when bidding on IIJA-funded AML projects and to collect information from AML contractors about the number of current and former coal industry employees they employ.

State of West Virginia
Name: Purchasing Division

Vendor

By: _____

By:  _____

Printed Name: _____

Printed Name: Braden A. Hoffman

Title: _____

Title: Senior Vice President/CFO

Date:

Date: 5/22/2026

EXHIBIT A To:
REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY
CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.317):

W. Va. CSR § 148-1-5

5.1. The Secretary may require that the spending unit attempt to resolve any issues that it may have with the vendor prior to pursuing a remedy contained herein. The spending unit must document any resolution efforts and provide copies of those documents to the Secretary.

5.2. Contract Cancellation.

5.2.1. Cancellation. The Secretary may cancel a purchase or contract immediately under any one of the following conditions including, but not limited to:

5.2.1.a. The vendor agrees to the cancellation;

5.2.1.b. The vendor has obtained the contract by fraud, collusion, conspiracy, or is in conflict with any statutory or constitutional provision of the State of West Virginia;

5.2.1.c. Failure to honor any contractual term or condition or to honor standard commercial practices;

5.2.1.d. The existence of an organizational conflict of interest is identified;

5.2.1.e. Funds are not appropriated or an appropriation is discontinued by the legislature for the acquisition;

5.2.1.f. Violation of any federal, state, or local law, regulation, or ordinance, and

5.2.1.g. The contract was awarded in error.

5.2.2. The Secretary may cancel a purchase or contract for any reason or no reason, upon providing

the vendor with 30 days' notice of the cancellation.

5.2.3. Opportunity to Cure. In the event that a vendor fails to honor any contractual term or condition, or violates any provision of federal, state, or local law, regulation, or ordinance, the Secretary may request that the vendor remedy the contract breach or legal violation within a time frame the Secretary determines to be appropriate. If the vendor fails to remedy the contract breach or legal violation or the Secretary determines, at his or her sole discretion, that such a request is unlikely to yield a satisfactory result, then he or she may cancel immediately without providing the vendor an opportunity to perform a remedy.

5.2.4. Re-Award. The Secretary may award the cancelled contract to the next lowest responsible bidder (or next highest scoring bidder if best value procurement) without a subsequent solicitation if the following conditions are met:

5.2.4.a. The next lowest responsible bidder (or next highest scoring bidder if best value procurement) is able to perform at the price contained in its original bid submission, and

5.2.4.b. The contract is an open-end contract, a one-time purchase contract, or a contract for work which has not yet commenced.

Award to the next lowest responsible bidder (or next highest scoring bidder if best value procurement) will not be an option if the vendor's failure has in any way increased or significantly changed the scope of the original contract. The vendor failing to honor contractual and legal obligations is responsible for any increase in cost the state incurs as a result of the re-award.

5.3. Non-Responsible. If the Secretary believes that a vendor may be non-responsible, the Secretary may request that a vendor or spending unit provide evidence that the vendor either does or does not have the capability to fully perform the contract requirements, and the integrity and reliability necessary to assure good faith performance. If the Secretary determines that the vendor is non-responsible, the Secretary shall reject that vendor's bid and shall not award the contract to that vendor. A determination of non-responsibility must be evaluated on a case-by-case basis and can only be made after the vendor in question has submitted a bid. A determination of non-responsibility will only extend to the contract for which the vendor has submitted a bid and does not operate as a bar against submitting future bids.

5.4. Suspension.

5.4.1. The Secretary may suspend, for a period not to exceed 1 year, the right of a vendor to bid on

procurements issued by the WVDEP if:

5.4.1.a. The vendor has submitted a bid and then requested that its bid be withdrawn after bids have been publicly opened.

5.4.1.b. The vendor has exhibited poor performance in fulfilling his or her contractual obligations to the State. Poor performance includes, but is not limited to any of the following: violations of law, regulation, or ordinance; failure to deliver timely; failure to deliver quantities ordered; poor performance reports; or failure to deliver commodities, services, or printing at the quality level required by the contract.

5.4.1.c. The vendor has breached a contract issued by the WVDEP and refuses to remedy that breach.

5.4.1.d. The vendor's actions have given rise to one or more of the grounds for debarment listed in [W. Va. Code § 5A-3-33d](#).

5.4.2. Vendor suspension for the reasons listed in section 5.4 above shall occur as follows:

5.4.2.a. Upon a determination by the Secretary that a suspension is warranted, the Secretary will serve a notice of suspension to the vendor.

5.4.2.b. A notice of suspension must inform the vendor:

5.4.2.b.1. Of the grounds for the suspension;

5.4.2.b.2. Of the duration of the suspension;

5.4.2.b.3. Of the right to request a hearing contesting the suspension;

5.4.2.b.4. That a request for a hearing must be served on the Secretary no later than 5 working days of the vendor's receipt of the notice of suspension;

5.4.2.b.5. That the vendor's failure to request a hearing no later than 5 working days of

the receipt of the notice of suspension will be deemed a waiver of the right to a hearing and result in the automatic enforcement of the suspension without further notice or an opportunity to respond; and

5.4.2.b.6. That a request for a hearing must include an explanation of why the vendor believes the Secretary's asserted grounds for suspension do not apply and why the vendor should not be suspended.

5.4.2.c. A vendor's failure to serve a request for hearing on the Secretary no later than 5 working days of the vendor's receipt of the notice of suspension will be deemed a waiver of the right to a hearing and may result in the automatic enforcement of the suspension without further notice or an opportunity to respond.

5.4.2.d. A vendor who files a timely request for hearing but nevertheless fails to provide an explanation of why the asserted grounds for suspension are inapplicable or should not result in a suspension, may result in a denial of the vendor's hearing request.

5.4.2.e. Within 5 working days of receiving the vendor's request for a hearing, the Secretary will serve on the vendor a notice of hearing that includes the date, time and place of the hearing.

5.4.2.f. The hearing will be recorded and an official record prepared. Within 10 working days of the conclusion of the hearing, the Secretary will issue and serve on the vendor, a written decision either confirming or reversing the suspension.

5.4.3. A vendor may appeal a decision of the Secretary to the Secretary of the Department of Administration. The appeal must be in writing and served on the Secretary no later than 5 working days of receipt of the Secretary's decision.

5.4.4. The Secretary, or his or her designee, will schedule an appeal hearing and serve on the vendor, a notice of hearing that includes the date, time and place of the hearing. The appeal hearing will be recorded and an official record prepared. Within 10 working days of the conclusion of the appeal hearing, the Secretary will issue and serve on the vendor a written decision either confirming or reversing the suspension.

5.4.5. Any notice or service related to suspension actions or proceedings must be provided by certified mail, return receipt requested.

5.5. Vendor Debarment. The Secretary may debar a vendor on the basis of one or more of the grounds for debarment contained in [W. Va. Code § 5A-3-33d](#) or if the vendor has been declared ineligible to participate in procurement related activities under federal laws and regulation.

5.5.1. Debarment proceedings shall be conducted in accordance with [W. Va. Code § 5A-3-33e](#) and these rules. A vendor that has received notice of the proposed debarment by certified mail, return receipt requested, must respond to the proposed debarment within 30 working days after receipt of notice or the debarment will be instituted without further notice. A vendor is deemed to have received notice, notwithstanding the vendor's failure to accept the certified mail, if the letter is addressed to the vendor at its last known address. After considering the matter and reaching a decision, the Secretary shall notify the vendor of his or her decision by certified mail, return receipt requested.

5.5.2. Any vendor, other than a vendor prohibited from participating in federal procurement, undergoing debarment proceedings is permitted to continue participating in the state's procurement process until a final debarment decision has been reached. Any contract that a debarred vendor obtains prior to a final debarment decision shall remain in effect for the current term, but may not be extended or renewed. Notwithstanding the foregoing, the Secretary may cancel a contract held by a debarred vendor if the Secretary determines, in his or her sole discretion, that doing so is in the best interest of the State. A vendor prohibited from participating in federal procurement will not be permitted to participate in the state's procurement process during debarment proceedings.

5.5.3. If the Secretary's final debarment decision is that debarment is warranted and notice of the final debarment decision is mailed, the WVDEP shall reject any bid submitted by the debarred vendor, including any bid submitted prior to the final debarment decision if that bid has not yet been accepted and a contract consummated.

5.5.4. Pursuant to [W.Va. Code § 5A-3-33e\(e\)](#), the length of the debarment period will be specified in the debarment decision and will be for a period of time that the Secretary finds necessary and proper to protect the public from an irresponsible vendor.

5.5.5. List of Debarred Vendors. The Secretary shall maintain and publicly post a list of debarred vendors on the Department's website.

5.5.6. Related Party Debarment. The Secretary may pursue debarment of a related party at the same time that debarment of the original vendor is proceeding or at any time thereafter that the Secretary determines a related party debarment is warranted. Any entity that fails to provide the Secretary with full, complete, and accurate information requested by the Secretary to determine related party

status will be presumed to be a related party subject to debarment.

5.6. Damages.

5.6.1. A vendor who fails to perform as required under a contract shall be liable for actual damages and costs incurred by the state.

5.6.2. If any commodities delivered under a contract have been used or consumed by a spending unit and on testing the commodities are found not to comply with specifications, no payment may be approved by the Spending Unit for the merchandise until the amount of actual damages incurred has been determined.

5.6.3. The Spending Unit shall seek to collect damages by following the procedures established by the Office of the Attorney General for the collection of delinquent obligations.

Credits

History: Filed 4-1-19, eff. 4-1-19; Filed 4-16-21, eff. 5-1-21.

Current through register dated May 7, 2021. Some sections may be more current. See credits for details.

W. Va. C.S.R. § 148-1-5, WV ADC § 148-1-5

End of Document

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Government Works.

EXHIBIT B To:
REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY
CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.317):

Prevailing Wage Determination

– Not Applicable Because Contract Not for Construction

– Federal Prevailing Wage Determination on Next Page



WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION OFFICE OF ABANDONED MINE LANDS

Coal Industry Employee Certification Form

Per OSMRE **Infrastructure Investment and Jobs Act (IIJA) (Public Law 117-58)** Guidance for Abandoned Mine Land Implementation:

*“In spending AML funds, as authorized by **section 40701(f) of the IIJA**, States and Tribes should, consistent with State or Tribal applicable law, prioritize providing employment opportunities to current and former employees of the coal industry, when such employees are available to work on projects within the region, State, or local area.”*

To comply with OSMRE Guidance, the WVDEP Office of Abandoned Mine Lands requires all contractors awarded a IIJA-funded project to submit data on current employees who are currently, or were previously, employed in the coal mining industry. Coal industry employment may include employment in any capacity directly related to coal mining, processing, transport, or power generation.

NOTE: This form must be signed and dated within 30 days of submission to be considered for a current bid.

General Information:

Contractor Name:	
Address:	
Phone:	
Email Address:	

Contractor Signature

Date

[Type contract here]

Current Employee Name	Address	Phone Number	Coal Company Name Previously or Currently Employed By

Office of Surface Mining Reclamation and Enforcement

Instructions for Completing the AML Contractor Form OMB #1029-0119

Purpose: The Office of Surface Mining Reclamation and Enforcement Applicant/Violator System (AVS) office is required to conduct eligibility checks for businesses performing abandoned mine land (AML) reclamation work to ensure those businesses are not associated with any coal mining violations in accordance with the Surface Mining Control and Reclamation Act (SMCRA). This form is used to update the AVS database which maintains relationship information between individuals and their associated businesses. If you have any questions, please contact the AVS Office at 800-643-9748.

Part A: General Information: Part A should be completed by the AML Contractor. You can find an electronic fillable form on our website (<https://www.osmre.gov/programs/regulating-coal-mines/avs>).

Part B: Obtain an Organizational Family Tree (OFT): Part B should be completed by the AML Contractor. An Organizational Family Tree (OFT) indicates the relationships between individuals and their associated business.

You can obtain an OFT two ways:

1. Call the AVS Office at 800-643-9748 to request your company's OFT.
2. Go to the AVS website (<https://avss.osmre.gov>). Click "Access AVS", and then "Login as Guest". Place your cursor on the "Entity" Module and click. Type your business name (or entity number) in search box and press enter. Select your company and then click on the "Relationship" tab to display your Entity OFT information. Print the Entity OFT from AVS. Review the OFT, if you need to make updates complete Part D. Attach the OFT to your AML Contractor Form.

If you are a new company or this is your first AML bid: Your business is most likely **not** in the AVS. If your company does not appear in the AVS database, move on to Part C, check Box 3, and complete Part D of this form.

If your company has worked on previous AML projects or in the coal mining industry: Your business is most likely in the AVS, but may need to be updated. Obtain and review your OFT and then complete Part C.

Part C: Certifying and updating information in the Applicant/Violator System (AVS). Part C should be completed by the AML Contractor. Please check the box that best describes your situation, sign and date.

Note: Signature date must be recent (within 30 days) to be considered.

Part D: OFT Information. Part D should be completed by the AML Contractor **only** if you want to make updates to what information is in the AVS, or if your company **does not** have any information in the AVS. Include **all** fields, including the relevant begin and/or end dates for individuals, including middle name or initial for individuals if possible.

Answers to Part D FAQs:

Which employees should be included in Part D?

Any current or separated employee of significance should be listed. Refer to the list provided at the top of Part D. For those owning less than 10% reporting the ownership is optional. Include those employees who direct, manage, or control the project. If, for example, a Professional Engineer has the power to determine how the project is conducted you should include him/her on Part D.

What address and phone number should I use?

Use the address and phone number where the person receives business correspondence.

What are the begin and end dates for?

Begin dates indicate when a person started in that position in your company. If an individual still works at the company you can simply fill in the begin date and leave the end date blank or write "N/A". **End dates** are used for indicating that someone no longer works in that capacity or is no longer employed at the company. **If an employee has held more than one position** or title, note the begin dates/end dates for each position.

ABANDONED MINE LANDS (AML) CONTRACTOR INFORMATION FORM

You must complete this form for your AML contracting officer to request an eligibility evaluation from the Office of Surface Mining Reclamation and Enforcement (OSMRE) to determine if you are eligible to receive an AML contract. This requirement can be found under OSMRE's regulations at 30 CFR 874.16. **NOTE:** This form must be signed and **dated within 30 days** of submission to be considered for a current bid.

Part A: General Information

Business Name: Alliance Consulting, Inc
 Tax ID #: 55-0778450
 Address: 124 Philpott Lane
 City, State, & Zip: Beaver, WV 25813
 Phone Number: 304.255.0491
 Email Address: bhoffman@aci-wv.com

Part B: Obtain an Organizational Family Tree (OFT) from the Applicant Violator System (AVS)

If you plan to certify the existing AVS information or submit updates under Part C, you must include an OFT. Instructions for downloading an OFT from the AVS can be found at: <https://www.osmre.gov/sites/default/files/2022-02/OMB%201029-0119%20instructions.pdf>. If you require assistance you may contact the AVS Office by phone at: 800-643-9748, or by email at: avshelp@osmre.gov.

Part C: Certifying and updating information in the AVS

Select one of the options, follow the instructions for the selected option, sign, and date below.

I, _____, have express authority to certify that:
 (Print Name)

1. Our business is listed in the AVS. The information is accurate, complete, and up to date. (If you select this option, you must attach an Entity OFT from the AVS to this form). Do not complete Part D.
2. Our business is in the AVS. The information needs to be updated. (If you select this option, you must attach an Entity OFT from the AVS to this form). Complete Part D to provide the missing or corrected information.
3. Our business is not listed in the AVS. The information needs to be added. Complete Part D to provide the information.

5-19-2026

Date

Braden A. Hoffman
 Signature

Sr. Vice President/CFO

Title

Part D: OFT InformationContractor's Business Name: Alliance Consulting, Inc

If the current Entity OFT information for your business is incomplete in the AVS, or if there is no information in the AVS for your business, you must provide all of the following information as it applies to your business. Please include additional copies of this page if the space below is not sufficient to capture all information.

- Every officer (President, Vice President, Secretary, Treasurer, etc.);
- All Directors, Partners, and Members;
- All persons performing a function similar to a Director;
- Every person or business that owns 10% or more of the voting stock in your business;
- Any other person(s) who has the ability to determine the manner in which the AML reclamation project is being conducted.
- **Please list an end date for any person who is no longer with your business.**

Name: Braden Hoffman
 Address: 124 Philpott Lane
 City, State, Zip: Beaver, WV 25813
 Begin Date: _____
 End Date: _____
 % Ownership: 64.89
 Position/Title: Sr. Vice President/CFO
 Phone Number: 304.255.0491

Name: Ryan Cox
 Address: 124 Philpott Lane
 City, State, Zip: Beaver, WV 25813
 Begin Date: _____
 End Date: _____
 % Ownership: _____
 Position/Title: President
 Phone Number: 304.255.0491

Name: Stephen Henderson
 Address: 3 Four Coins Drive
 City, State, Zip: Canonsburg, PA, 15317
 Begin Date: _____
 End Date: _____
 % Ownership: 32.61
 Position/Title: Vice President/COO
 Phone Number: 724.745.3630

Name: Estate of Charles B. Gillian
 Address: _____
 City, State, Zip: _____
 Begin Date: _____
 End Date: 8-12-2021
 % Ownership: _____
 Position/Title: _____
 Phone Number: _____

PAPERWORK REDUCTION STATEMENT

The Paperwork Reduction Act of 1995 (44 U.S.C 3501) requires us to inform you that: Federal Agencies may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a current valid OMB control number. This information is necessary for all successful bidders prior to the distribution of AML funds, and is required to obtain a benefit.

Public reporting burden for this form is estimated to range from 15 minutes to one hour, with an average of 30 minutes per response, including time for reviewing instructions, gather and maintaining data, and completing and reviewing the form. You may direct comments regarding the burden estimate or any other aspect of this form to the Information Collection Clearance Officer, Office of Surface Mining Reclamation and Enforcement, 1849 C Street, NW, Room 4559, Washington, DC 20240.



U.S. Department of the Interior
Office of Surface Mining Reclamation and Enforcement
Applicant/Violator System

AVS_Visitor
Help Logout

Entities

Previous Search

Entity Name

Search

10 per page ▼

Entity Number: 251800

Last Name: Alliance Consulting Inc

*** First Name:**

Middle Name:

Alias:

Tax ID:

Memo: AML Contractor

Created: 6/13/2011

Updated: 10/6/2021

Source: benjamin.campbell

Entity Type: Business

Locked: N

Entity #	Entity Name	Suffix	First	Middle	Lock	Type	
251800	Alliance Consulting Inc				N	Business	Select

Addresses

Relationships

Applications

Permits

Comments

	Entity #	Parent Entity	Relationship	Entity #	Related Entity	First	% Own	Begin	End	Hold	Hold Source	Create	Update	D
<input type="checkbox"/>	251800	Alliance Consulting Inc	Senior Vice President	264616	Estate of Charles B Gillian		0.00	1/1/2001		None		10/6/2021	10/6/2021	

<input type="checkbox"/>	251800	Alliance Consulting Inc	Owner	264616	Estate of Charles B Gillian		86.00	1/1/2001		None		10/6/2021	10/6/2021	
<input type="checkbox"/>	251800	Alliance Consulting Inc	President	251798	Yon	Claudio	0.00	1/1/2001		None		10/6/2021	10/6/2021	
<input type="checkbox"/>	251800	Alliance Consulting Inc	Vice President	264617	Hoffman	Braden	0.00	12/31/2020		None		10/6/2021	10/6/2021	
<input type="checkbox"/>	251800	Alliance Consulting Inc	Vice President	264618	Henderson	Stephen	0.00	8/1/2021		None		10/6/2021	10/6/2021	
<input type="checkbox"/>	251800	Alliance Consulting Inc	Member	251796	All Con LLC		0.00	1/1/2001	4/1/2018	None		6/13/2011	5/7/2018	



2. ADDENDUM ACKNOWLEDGEMENT FORM

The Addendum Acknowledgement Forms are included on the pages that follow.





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

**State of West Virginia
 Centralized Request for Quote
 Consulting**

Proc Folder: 1945307

Doc Description: AML - Potential Hibernacula Surveys - AML Sites Northern Reg

Reason for Modification:

Addendum #1 is issued to extend the bid close date until 5/27/20026 @ 1:30 PM ET.

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2026-05-11	2026-05-27 13:30	CRFQ 0313 DEP2600000033	2

BID RECEIVING LOCATION

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

VENDOR

Vendor Customer Code: 000000210866

Vendor Name : Alliance Consulting, Inc.

Address : 124 Philpott Lane

Street : 124 Philpott Lane

City : Beaver

State : WV

Country : USA

Zip : 25813

Principal Contact : Alex Patterson - apatterson@aci-wv.com

Vendor Contact Phone: 304-255-0491

Extension: 147

FOR INFORMATION CONTACT THE BUYER

Joseph (Josh) E Hager III
 (304) 558-2306
 joseph.e.hageriii@wv.gov

Vendor Signature X

FEIN# 55-0778450

DATE May 22, 2026

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 Environmental Protection, Office of Abandoned Mine Lands (WVDEP/AML) to establish a contract to conduct surveys of unreclaimed or reclaimed mine portals for potential habitation by threatened or endangered species, as determined by the US Fish and Wildlife Service (USFWS) in the Northern Region of West Virginia per the attached specifications and terms and conditions.

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION 1000 TECHNOLOGY DRIVE		STATE OF WEST VIRGINIA	
FAIRMONT WV		JOBSITE - SEE SPECIFICATIONS	
US		No City WV	
		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Hibernacula Survey, based on per site, per night	20.00000	EA		

Comm Code	Manufacturer	Specification	Model #
77111507			

Extended Description:

Hibernacula Survey, based on per site, per night. Esitimated quantities are for bid purposes only.

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION 1000 TECHNOLOGY DRIVE		STATE OF WEST VIRGINIA	
FAIRMONT WV		JOBSITE - SEE SPECIFICATIONS	
US		No City WV	
		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Acoustic Surveys, based on per site, per night	20.00000	EA		

Comm Code	Manufacturer	Specification	Model #
77111507			

Extended Description:

Acoustic Surveys, based on per site, per night. Esitimated quantities are for bid purposes only.

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
-------------	--------------	-------------------

SOLICITATION NUMBER:
Addendum Number:

The purpose of this addendum is to modify the solicitation identified as (“Solicitation”) to reflect the change(s) identified and described below.

Applicable Addendum Category:

- Modify bid opening date and time
- Modify specifications of product or service being sought
- Attachment of vendor questions and responses
- Attachment of pre-bid sign-in sheet
- Correction of error
- Other

Description of Modification to Solicitation:

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

Terms and Conditions:

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: _____

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:

(Check the box next to each addendum received)

- | | |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8 |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9 |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

Alliance Consulting, Inc.

Company



Authorized Signature

May 22, 2026

Date

NOTE: This addendum acknowledgment should be submitted with the bid to expedite document processing.

Revised 6/8/2012



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

State of West Virginia
 Centralized Request for Quote
 Consulting

Proc Folder: 1945307

Doc Description: AML - Potential Hibernacula Surveys - AML Sites Northern Reg

Reason for Modification:

Addendum #2 is issued to publish agency responses to vendor submitted questions.

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2026-05-14	2026-05-27 13:30	CRFQ 0313 DEP2600000033	3

BID RECEIVING LOCATION

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

VENDOR

Vendor Customer Code: 000000210866

Vendor Name : Alliance Consulting, Inc.

Address : 124 Philpott Lane

Street : 124 Philpott Lane

City : Beaver

State : WV

Country : USA

Zip : 25813

Principal Contact : Alex Patterson - apatterson@aci-wv.com

Vendor Contact Phone: 304-255-0491

Extension: 147

FOR INFORMATION CONTACT THE BUYER

Joseph (Josh) E Hager III
 (304) 558-2306
 joseph.e.hageriii@wv.gov

Vendor
 Signature X 

FEIN# 55-0778450

DATE May 22, 2026

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 Environmental Protection, Office of Abandoned Mine Lands (WVDEP/AML) to establish a contract to conduct surveys of unreclaimed or reclaimed mine portals for potential habitation by threatened or endangered species, as determined by the US Fish and Wildlife Service (USFWS) in the Northern Region of West Virginia per the attached specifications and terms and conditions.

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION 1000 TECHNOLOGY DRIVE		STATE OF WEST VIRGINIA	
FAIRMONT WV		JOBSITE - SEE SPECIFICATIONS	
US		No City WV	
		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Hibernacula Survey, based on per site, per night	20.00000	EA		

Comm Code	Manufacturer	Specification	Model #
77111507			

Extended Description:

Hibernacula Survey, based on per site, per night. Esitimated quantities are for bid purposes only.

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION 1000 TECHNOLOGY DRIVE		STATE OF WEST VIRGINIA	
FAIRMONT WV		JOBSITE - SEE SPECIFICATIONS	
US		No City WV	
		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Acoustic Surveys, based on per site, per night	20.00000	EA		

Comm Code	Manufacturer	Specification	Model #
77111507			

Extended Description:

Acoustic Surveys, based on per site, per night. Esitimated quantities are for bid purposes only.

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
-------------	--------------	-------------------

SOLICITATION NUMBER:
Addendum Number:

The purpose of this addendum is to modify the solicitation identified as (“Solicitation”) to reflect the change(s) identified and described below.

Applicable Addendum Category:

- Modify bid opening date and time
- Modify specifications of product or service being sought
- Attachment of vendor questions and responses
- Attachment of pre-bid sign-in sheet
- Correction of error
- Other

Description of Modification to Solicitation:

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

Terms and Conditions:

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

ATTACHMENT A

RFI: Questions from vendors for CRFQ DEP26*33 Hibernacula Surveys Northern Region

Q.1. Based on the RFQ, there is the potential to conduct potential hibernacula surveys anywhere in the northern region, but can you disclose if you know any currently anticipated potential hibernaculum county locations for this upcoming fall?

A. This contract will be open-end and used on an as needed basis. At this time, we do not expect more than 20 mine portals that will need sampled during the first sampling season. We are in the process of evaluating our upcoming projects, and completing Phase I assessments. Information on subsequent seasons is not currently available.

Q.2. For any potential acoustic surveys (4.1.1.4), will this replace any harp trapping at the site or would this be in conjunction with harp trapping?

A. Any acoustic surveys requested by WVDEP AML would not replace any harp trapping to be completed. It would be in addition to the harp trapping, or if feasible for the vendor, at a site not associated with the harp trap surveys.

Q.3. The Solicitation document refers to a pricing sheet, however no pricing sheet could be found in the solicitation documents in Oasis. Will a price sheet be uploaded into Oasis?

A. The commodity lines in Oasis are the pricing page.

Q.4. Is there a Request for Proposal checklist for this project? Other than a price sheet and qualifications we are unsure of what needs to be provided. For example, what is preferred for proof of qualifications, a resume, or copy of federal or state bat permits?

A. Section 3.2 – verification from the USFWS that indicates vendor is a Qualified Bat Surveyor, but is not listed on the 2020 list in the link. Nothing else is required, but information such as copies of the permits can be provided if the vendor prefers.

Q.5. Please confirm that you want both a per night cost per portal and a total cost for 20 portals? **A. Yes**

Q.6. Will WVDEP/AML attempt to batch work directives geographically to reduce mobilization and travel burden, or should vendors assume individual releases may occur across the full Northern Region?

A. WVDEP AML will provide a list of sites to be sampled to vendor by June 30th. Other than that, no additional “batching” will occur. Due to the nature of AML sites and the projects submitted, they are not all centrally located.

Q.7. For the acoustic survey bid item, please clarify the call analysis/reporting requirements and whether manual vetting is required.

A. Please follow the protocol listed in the Acoustic Surveys section of the protocol

Q.8. Please clarify any required safety training, PPE, or site-specific safety protocols.

A. This would be up to the vendor to identify what PPE would be needed. WVDEP AML can provide potential hazards on a site by site basis (such as unstable portal face, slips/trips/falls, wildlife, etc.

Q.9. For existing bat gates, is the required gate integrity documentation limited to a visual field assessment with photographs?

A. Yes – visual inspection and documentation would be all that is needed. The visual inspection of standard bat gates should include the horizontal and vertical structures, bolts connected to the rock face, and any foundation (should it have a foundation), noting any excessive rust. Inspection of culverted gates (corrugated metal and HDPE plastic) should include information above, as well as a visual look at the integrity of the culvert – rusting, collapse of the culvert structure or collapse inside, etc.

Q.10. Does WVDEP/AML have a preferred report template, data sheet format, photo naming convention, GIS/map format that vendors should follow?

A. The only preference we have is to utilize the site name and number, as provided to the vendor in the list of projects. We have no preference of any format, as long as it is clear and easy to follow.

Q.11. Will contractors be responsible for directly coordinating with each landowner, scheduling access windows, handling gate codes/keys, resolving denied access, or documenting failed access attempts?

A. WVDEP AML (or our contracted design contractors) will make contact with the appropriate landowners prior to providing a list of sites to the Vendor.

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: _____

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:

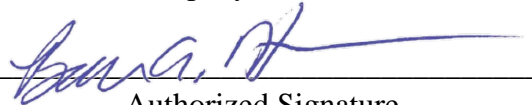
(Check the box next to each addendum received)

- | | |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input checked="" type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8 |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9 |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

Alliance Consulting, Inc.

Company



Authorized Signature

May 22, 2026

Date

NOTE: This addendum acknowledgment should be submitted with the bid to expedite document processing.

Revised 6/8/2012

3. PRICING PAGE – COMMODITY LINES

A copy of the pricing page – commodity lines is included on the pages that follow.





Solicitation Response (SR)

< Previous

Continue >

Save & Close

Exit



SR-0313-ESR05202600000008046

- 1 Select Lines
- 2 Respond To Lines**
- 3 Respond To Criteria
- 4 Enter Di
Comme

▼ Group 1 Default Commodity Group

Number of Lines: 2

Line Number	Commodity Line Details	My Offer	
1	<p>Extended Description Hibernacula Survey, based on per site, per night. Esitmatd quantities are for bid purposes only.</p> <p>Commodity Specifications</p> <p>Requested Quantity 20.00000 Each</p>	<p>Response Type Bid <input type="text"/></p> <p>Total \$82,000.00</p> <p>Alternate Specs Submitted No</p> <p>Comments</p>	<p>Unit Price \$4,100.00</p> <p>Delivery Days 60</p>
Additional Specs			

Line Number

Commodity Line Details

My Offer

Commodity Line Description

Hibernacula Survey, based on per site, per night

The total cost for 20 portals would be approximately \$492,000. This assumes one night a week for six weeks at each portal. It should be noted that in the event of inclement weather resulting in the failure to complete the survey night, Alliance will still bill a flat rate of \$4,000 per night. It should also be noted that out of 20 portals, approximately 20% will have captures; therefore, the above cost will likely be less.

426/1500

2

Extended Description

Acoustic Surveys, based on per site, per night. Esitmated quantities are for bid purposes only.

Commodity Specifications

Requested Quantity

20.00000 Each

Commodity Line Description

Acoustic Surveys, based on per site, per night

Response Type

Bid

Total

\$4,000.00

Alternate Specs Submitted

No

Comments

Unit Price

\$200.00

Delivery Days

60

[Additional Specs](#)

**Line
Number**

Commodity Line Details

My Offer

The total cost for 20 portals would be approximately \$24,000. This assumes one night a week for six weeks at each portal. It should be noted that in the event of inclement weather resulting in the failure to complete the survey night, Alliance will still bill a flat rate of \$4,000 per night. This assumes done only in conjunction with harp trap surveys and not a stand alone service.

384/1500

PROJECT SPECIFICATION DOCUMENTS

Alliance Consulting, Inc. (Alliance) is submitting this Project Specifications response for the West Virginia Department of Environmental Protection (WVDEP) Abandoned Mine Lands' (AML) Request for Quote Consulting (RFQ) issued April 28, 2026 in order to provide professional services for the AML Potential Hibernacula Surveys – AML Sites Northern Region.

Alliance has the ability to provide services including hibernacula surveys and acoustic surveys for bat species as requested. Alliance is an authorized state vendor and will meet all other WVDEP requirements. Alliance has three (3) USFWS Qualified Bat Surveyors: Alex Patterson, Braden Hoffman, and Brandon Lester.

In order to meet the project specifications of the WVDEP for the AML Project, the following is included:

- Qualifications and Experience

The following vendor information is being provided as it may be beneficial in the review and selection process:

- Vendor Identification Number
- Federal Employee Identification Number
- Proof of Workers Compensation Coverage and Professional Liability Insurance
- Proof of WV SWAM Small Business Certification
- AVS Form



4. QUALIFICATIONS AND EXPERIENCE

We pride ourselves on using our talents and experience to provide you with exceptional results.

Alliance has the experience and personnel available to assist you with hibernacula surveys and acoustic surveys. Alliance has three (3) USFWS Qualified Bat Surveyors: Alex Patterson, Braden Hoffman, and Brandon Lester.

Alex Patterson has 11 years experience conducting surveys and has been federally permitted through USFWS for 5 years. Braden Hoffman has 20 years experience conducting surveys and has been federally permitted through USFWS for 14 years. Brandon Lester has 6 years experience conducting surveys and has been state permitted through WVDNR for 4 years. Surveys have been conducted in West Virginia, Ohio, Pennsylvania, and Illinois.

Further details are provided in Attachment A – Resumes for Qualified Bat Surveyors, and Attachment B – USFWS Federal Permits and WVDNR State Permits.



ATTACHMENT A
RESUMES FOR QUALIFIED BAT SURVEYORS





Alliance Consulting, Inc.
Engineers • Constructors • Scientists

ALEX J. PATTERSON

Senior Field Supervisor

Degrees Held

B.S. Wildlife and Fisheries, Frostburg State University, Frostburg, Maryland

Certifications

- BI – Pennsylvania
- West Virginia Scientific Collection Permit for Collection of Endangered Bat Species, as well as Fish and Benthic Macroinvertebrates (2026.034)
- Illinois State Collection Permit – NH26.7142
- Illinois Threatened and Endangered Species Permit – 27037
- United States Fish and Wildlife Federal Permit – ES35973D
- HAZWOPER Certified
- Swamp School Certified 2015
- 24 Hour Mine Safety Certification
- Right of Way/Industrial Weed Certification – C07594
- Forest Pest Certification – C07594

Professional Experience

Mr. Patterson is a biologist with experience in wetland, and stream delineation, as well as terrestrial habitat assessments and endangered species surveys. He is practiced in proper field procedure regarding collection of macroinvertebrates, fish and wildlife surveys. He has technical skills in the area of Global Positioning Systems (GPS) and Global Information Systems (GIS), as well as field experience in the identification of plants and wildlife. Mr. Patterson completed the Swamp School, Wetland Delineation Training course in 2015. He also holds West Virginia and Illinois scientific collection permits for fish, macroinvertebrates, and bats. Mr. Patterson is also a certified pesticide applicator for West Virginia in the Forest Pest and Right of Way/Industrial Weed categories. Mr. Patterson also held a United States Fish and Wildlife Permit for threatened and endangered bat species for five years.

General Background:

2015-Present: Staff Scientist for Alliance Consulting, Inc., Beaver, West Virginia

Under the employment of Alliance Consulting, Inc., Mr. Patterson has conducted habitat assessments and mist net surveys for federally endangered bat species and furthered his abilities in identifying bat species. He has also worked on projects involving wetland and stream delineation, dredge monitoring, and macroinvertebrate sampling in both Illinois and

Beckley, WV
Raleigh County Airport Industrial Park - 124 Philpott Lane
Beaver, WV 25813-9502
Telephone: (304) 255-0491

West Virginia. Inclusive of large surface and underground mine to multiple linear pipeline projects for industry clients (301 miles), and roadway projects completed for the West Virginia Division of Highways. He has conducted fish and benthic surveys in West Virginia and Illinois. These surveys have been done for coal and gas projects throughout West Virginia and southern Illinois. Mr. Patterson has also been conducting wetland delineation since 2015 and is very familiar with the United States Army Corps of Engineers Eastern Mountain and Piedmont and Midwest Regional supplements. Mr. Patterson has also been conducting pesticide treatment on multiple projects throughout West Virginia since 2015. These projects include managing invasive species on four mitigation banks throughout West Virginia, gas line right of way spraying, and permittee responsible mitigation areas for the coal, oil and gas industry.

2015: Field Technician for Pittsburgh Wildlife and Environmental, McDonald, Pennsylvania

While under the employment of Pittsburgh Wildlife and Environmental, Mr. Patterson was a Field Technician. During this time Mr. Patterson aided federally permitted bat biologists in conducting mist net surveys in six different states. He also furthered his bat identification skills and learned how to properly set up mist nets. Mr. Patterson also worked on projects involving wetland delineations in Ohio and macroinvertebrate sampling.

2014-2015: Field Technician for University of Maryland Center for Environmental Science, Frostburg, Maryland

Mr. Patterson was a Field Technician under the employment of the University of Maryland Center for Environmental Science conducting portal surveys for various bat species. During this time, Mr. Patterson learned proper handling practices and identification of bat species along with experience in the use of harp traps.

2014-2015: Student at Frostburg State University

While at Frostburg State University, Mr. Patterson took extensive courses, which taught him proper sampling techniques for macroinvertebrates and wetland delineation. While there, he gained electrofishing experience for fish. He also learned how to identify plants, trees, and mammals in the field.





Alliance Consulting, Inc.
Engineers • Constructors • Scientists

BRADEN A. HOFFMAN

Senior Vice President/CFO - Senior Project Manager

Degrees Held

B.S. Environmental Science, Minor in Political Science, Allegheny College, Meadville, PA, 2001

Masters of Business Administration, West Virginia University, Morgantown, WV, 2008

Professional Licenses and Registration:

West Virginia Scientific Collection Permit for Collection of Endangered Bat Species, as well as Fish and Benthic Macroinvertebrates

40-Hour Hazardous Waste Site Worker # HW -01-11104

Hazardous Waste Site Worker 8-Hour Annual Re-certification #23487

Confined Space Safety Training #23476

Federally Licensed Endangered Species Collection Permit #TE98296A2

Previously Held Licenses:

2 Hour Anthrax Awareness Training #2AA-01-1133

40-Hour EPA AHERA Supervisor # MD 056008

40-Hour Lead Inspector/Risk Assessor # 30219

2-Hour Anthrax Awareness Training # 2AA-01-1133

Asbestos Building Inspector #PTA03-13-10559

Virginia 16-Hour Asbestos Project Monitor # 130370

Virginia Project Monitor #3309 001117

West Virginia 16-Hour Clearance Air Monitor # 130676

West Virginia Air Clearance Monitor # AA00981

West Virginia Lead Inspector Technician # PI0001000

West Virginia Lead Risk Assessor

West Virginia Asbestos Building Inspector #AI002357

Maryland Lead Inspector Technician # 5989

Ohio Lead Risk Assessor #OH-006302

Pennsylvania Lead Risk Assessor

40-Hour Collecting and Analyzing Asbestos Air Samples (NIOSH 582 Equivalency) #CA02008

Beckley, WV
Raleigh County Airport Industrial Park - 124 Philpott Lane
Beaver, WV 25813-9502
Telephone: (304) 255-0491

Additional Training:

Basic Wetland Delineation/Problem Areas and A-typical Situations Course
Army Corps of Engineers -2001
40 Hour Wetland Delineation Training – 2005 Richard Chinn Environmental Training
West Virginia Wetland Rapid Assessment Method (WVWRAM) 2019
Midwestern Regional Supplement Training for Wetland Delineators
Eastern Mountain and Piedmont Regional Supplement for Wetland Delineators
SWPPP preparation and NPDES Compliance -International Erosion Control Association –
2009

Conservation Banking Webinar – The Conservation Fund - 2020

- 1) The Market and Regulatory Drivers for Conservation Banking
- 2) Banking Perspectives
- 3) Setting the stage for Success
- 4) Operations and management of Banks
- 5) Service Area and Credit Determination
- 6) Long-Term Management and Stewardship
- 7) Alternatives to Banking (Part I)
- 8) Alternatives to Banking (Part II)

West Virginia Anti-Degradation and 401 Water Quality Workshop

West Virginia University Professional Workshop

- Introduction to Stream Functions and Processes (Course 1)
- Methods for Stream Assessment and Analyses (Course 2)
- Introduction to Natural Stream Design (Course 3)
- Advanced Natural Stream Design (Course 4)

Wildland Hydrology Courses

- Level I – Applied Fluvial Geomorphology
- Level II – River Morphology and Applications
- Level III – River Assessment and Monitoring
- Level IV – River Restoration and Natural Channel Design

OSHA – 30 Hour

General Background:

June 2002 – Present: Senior Project Manager, Alliance Consulting Inc., Beckley, West Virginia

In this position, Mr. Hoffman is responsible for project management, as well as sampling protocol design and implementation. This includes performing environmental testing and sampling (i.e. benthic macroinvertebrate, fisheries, threatened and endangered species, water quality), limited geological and hydrological characterization, environmental site assessments, stream and wetland delineations. Mr. Hoffman has completed over 200



environmental permits on the state and federal levels (Stage 401 Water Quality, Army Corps of Engineer, NPDES Article 11, Coal Mining Applications, Article 3 and 4), including the ecological data collection associated with them, as well as project coordination. Most projects included stream/wetland delineations and many included mitigation plan design and implementation. During his time at Alliance, Mr. Hoffman has assisted in the writing of three Biological Assessments and over 40 Protection and Enhancement Plans for the Indiana Bat as part of the permit process.

For the last 19 years, Mr. Hoffman has served as a project manager over a wide variety of projects ranging from commercial development to large scale coal and gas operations. Additionally, Mr. Hoffman is currently managing 8 stream and wetland mitigation banks within West Virginia, Virginia and one within Illinois. Services provided with these mitigation banks include baseline ecological survey (including T/E species and stream/wetland delineation), mitigation bank design, construction oversight, and contract and contractor management, as well as post construction monitoring. Clean Water Act permits include projects ranging from small commercial developments to 30+ mile gas and water lines under the nationwide permit and individual permit process.

July 2001 – June 2002: Environmental Technician, Boggs Environmental Consultants Inc., Frederick, Maryland

Mr. Hoffman performed hazardous material inspections/surveys, employee exposure monitoring, environmental site assessments, remedial action inspection/oversight, and remedial action environmental testing (i.e. soil, air, water).

Jan. 2001 – May 2001: Internship, Crawford County Conservation District, Meadville, Pennsylvania

During his internship, Mr. Hoffman worked on programs dealing with erosion and sediment control, water quality monitoring, watershed assessment and land use planning, as well as farm conservation planning.

Fall 2000 – May 2001: Field Researcher, Allegheny College Biology and Environmental Science Departments, Meadville, Pennsylvania

Mr. Hoffman assisted professors and students with their laboratory/field experiments and data collection involving, terrestrial ecology sampling, black light sampling, macroinvertebrate sampling, electro-fishing surveys, wetland species identification and collection.

Summer 2000 – 2001: Laboratory Technician, Allegheny College Environmental Science Department, Meadville, Pennsylvania

As a laboratory technician, Mr. Hoffman maintained and monitored projects at the Bousson Experimental Outdoor Laboratory involving aquatic biology and terrestrial ecology sampling.



Summer 2000: Forestry Assistant Internship, University of Fairbanks Forestry Department, Fairbanks, Alaska

Mr. Hoffman spent seven weeks working with a multi-national group of foresters in the Alaskan back country completing a forest growth and yield study in association with the Forestry Department, University of Fairbanks. The study involved extensive soil sampling and vegetation identification.

Summer 1998 and 1999: West Virginia Department of Highways, Lost Creek and Goshen Road, West Virginia

During his summer employment, Mr. Hoffman performed maintenance and upkeep of Interstate 79 in a high-risk, stressful environment.





Alliance Consulting, Inc.
Engineers · Constructors · Scientists

BRANDON M LESTER, EIT

Staff Engineer

Degrees Held:

B.S. Civil Engineer EIT, West Virginia University Institute of Technology, Beckley, West Virginia - 2022

Professional License:

- West Virginia Bat Biologist
- West Virginia EIT

Certifications

- West Virginia Scientific Collection Permit for Collection of Endangered Bat Species, as well as Fish and Benthic Macroinvertebrates
- 24 Hour Mine Safety Certification

Program Skills:

Proficient in AutoCAD including AutoCAD Map 3D, GeoHEC-HMS, GeoHEC-RAS, HydroCAD, SEDCAD, Microsoft Word, Microsoft Excel, and Blue Beam.

General Background and Scope of Projects:

May 2022 to Present: Staff Engineer, Alliance Consulting, Inc., Beckley, West Virginia.

Stormwater and Drainage Design:

Under the employment of Alliance Consulting, Inc., Mr. Lester has designed stormwater structures and systems along with creating hydrologic and hydraulic studies. Included in this has been the design of channels and culverts for private individuals, as well as businesses. This has included the analyzing of unique watersheds and rainfall characteristics for the area to be able to perform all necessary runoff calculations while keeping in any design parameters.

Floodplain Modeling:

Mr. Lester has also created floodplain models, which typically include conducting hydrologic and hydraulic analyses to determine the existing floodplain and elevations that it reaches, which then can be used to analyze any proposed developments in the area of interest. Then, after all factors that could affect the floodplain have been accounted for along

Beckley, WV
Raleigh County Airport Industrial Park - 124 Philpott Lane
Beaver, WV 25813-9502
Telephone: (304) 255-0491

with proposed developments, the new flood elevation and floodplain can be determined to then compare the pre-development and post-development conditions.

Erosion & Sediment Control and Construction Stormwater Permitting:

Mr. Lester has also designed erosion and sediment controls for construction areas along with completing stormwater permits for different clients in West Virginia, Virginia, Pennsylvania, Kentucky, and Ohio. Design for creating erosion and sediment control plans includes performing surface drainage and sediment control calculations, which are then used to design erosion and sediment control device's locations. Once that has been completed, a stormwater pollution prevention plan (SWPPP) can be created and then sent to the proper local and state regulatory agencies.

Collection of T&E Species:

At Alliance, Mr. Lester has conducted mist net bat surveys for four years; two years as a technician and two years as a team lead working on projects in West Virginia and Illinois. This work has included identifying different bat species, banding, and tracking threatened and endangered species of bats, which include Indiana bat, northern long eared bat, and tri-colored bat. Mr. Lester has also conducted multiple harp trap surveys in West Virginia in which have resulted in the identifying and banding of the following endangered species Indiana bat, northern long eared bat, tri-colored bat, and Virginia big eared bat. Mr. Lester has also helped in the collection of benthic sampling and crayfish surveys.

Solid Waste Design:

Mr. Lester has assisted in helping design of future expansion of the Raleigh County Sanitary Landfill, as well as completing the reporting requirements. This has included the design of the landfill subgrades and future designs for expansion of the landfill and has also included going out and doing inspection and testing of different construction materials. The reporting requirements included landfill gas collection annual report preparation and emissions inventory.

Site Development and Earthwork:

Mr. Lester has also provided design services for site development for projects, which has included the preparation of construction drawings. These drawings contain a site plan, access roads, balancing of cuts and fills, preparation of cross section and profiles, incorporation of required storm design specifications, drainage components, parking, utility layout and connections. This has also involved the filling of different local and state permits.

2018 - May 2022: Engineering Intern, Alliance Consulting, Inc., Beckley, West Virginia.

Under the supervision of Alliance Consulting, Inc., Mr. Lester performed compaction tests for a wide range of range, which included performing grain sizes, specific gravity, proctor testing, and a wide variety of tests. Mr. Lester was also a rodman for the surveying



department, helping to complete property surveys, stakeouts, etc. Mr. Lester also performed stream and wetland delineations and assisted in the collection and identification of benthic samples.



ATTACHMENT B
USFWS FEDERAL PERMITS AND WVDNR STATE PERMITS





NATIVE ENDANGERED & THREATENED SP.

RECOVERY

Permit Number: ES35973D

Version Number: 1

Effective: 2026-04-10 **Expires:** 2030-12-31

Issuing Office:

Department of the Interior

U.S. FISH AND WILDLIFE SERVICE

ES Bloomington Permit Office

5600 American Boulevard, West, Suite 990

Bloomington, Minnesota 55437-1458

permitsR3ES@fws.gov

**Kathryn
Bulliner**

Digitally signed by

Kathryn Bulliner

2026-04-08 10:39:42

Region 3 Permitting Branch
Leader

Permittee:

ALEX PATTERSON

124 Philpott Lane

BEAVER, WV 25813

US

Authority: Statutes and Regulations: 16 U.S.C. 1539 (a), 16 U.S.C. 1533 (d) 50 CFR 17.22, 50 CFR 17.32, 50 CFR 13

Location where authorized activity may be conducted:

On lands described below.

Reporting requirements:

Annual report due 1/31 following each year this permit is in effect.

See terms and conditions for reporting requirements.

Authorizations and Conditions:

A. General Conditions set out in Subpart B of 50 CFR 13, and specific Conditions contained in Federal regulations cited above, are hereby made a part of this permit. All activities authorized herein must be carried out in accord with and for the purposes described in the application submitted. Continued validity,



or renewal of this permit is subject to complete and timely compliance with all applicable Conditions, including the filing of all required information and reports.

B. The validity of this permit is also conditioned upon strict observance of all applicable foreign, state, local, tribal, or other federal law. Necessary state and/or local permits where applicable, must also be acquired and observed; this permit is invalid without such permits.

C. Valid for use by Alex J. Patterson.

C.1. Unnamed assistants may work on permitted activities under the direct and on-site supervision of Alex Patterson. "On-site supervision" is defined as having the Permittee at a distance close enough to enable immediate assistance to a supervised individual, as needed, while the supervised individual conducts an authorized activity. Alex Patterson must remain present at each mist-net site while it is being operated.

D.

Acceptance of this permit serves as evidence that the Permittee understands and agrees to abide by the terms of this permit and all sections of Title 50 Code of Federal Regulations (CFR), Parts 13 and 17, pertinent to issued permits (<https://www.ecfr.gov/current/title-50/chapter-I/subchapter-B/part-13> and <https://www.ecfr.gov/current/title-50/part-17>). Section 11 of the Endangered Species Act of 1973, as amended, provides for civil and criminal penalties for failure to comply with permit conditions.

A request for permit renewal and the \$100 application processing fee must be received at least 30 days prior to the expiration date of this permit to continue conducting authorized activities under the expired permit while your application is being processed (subject to compliance with 50 CFR, Parts 13.21 and 13.22). Please use <https://fwsepermits.servicenowservices.com/fws> to obtain specific information regarding the new ePermitting process to apply for and submit your digital recovery permit application and application processing fee. When these requirements are not met, this permit becomes invalid on the expiration date. *Unless otherwise instructed within the Authorizations and Conditions*, annual reports are due by January 31 following each year your permit is in effect and shall be submitted to all offices identified in the permit Conditions.



NATIVE ENDANGERED & THREATENED SP.

RECOVERY

Permit Number: ES35973D**Version Number:** 1**Effective:** 2026-04-10 **Expires:** 2030-12-31

E. Permittee is authorized to take (capture with mist nets, handle, identify, band, attach radio-transmitters, collect non-intrusive measurements, and release) Indiana bat (*Myotis sodalis*), northern long-eared bat (*M. septentrionalis*), gray bat (*M. grisescens*), and Virginia big eared bat (*Corynorhinus townsendii virginianus*) for scientific research aimed at recovery of the species: presence/absence surveys, studies to document habitat use, population monitoring, and to evaluate potential impacts. This permit does not authorize the collection of voucher specimens.

F. Activities are authorized at the following locations:

F.1. Locations within Region 2 of the USFWS: Oklahoma, Texas upon receipt of written concurrence from the Field Supervisor, as outlined in Condition G.

F.2. Locations within Region 3 of the U.S. Fish and Wildlife Service (USFWS): Indiana, Iowa, Illinois, Michigan, Minnesota, Missouri, Ohio, and Wisconsin upon receipt of written concurrence from the Field Supervisor, as outlined in Condition G.

F.3. Locations within Region 4 of the USFWS: Alabama, Arkansas, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, Tennessee, upon receipt of written concurrence from the Field Supervisor, as outlined in Condition G.

F.4. Locations within Region 5 of the USFWS: Connecticut, Delaware, District of Columbia, Maine, Maryland, Massachusetts, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, Vermont, Virginia, and West Virginia upon receipt of written concurrence from the Field Supervisor, as outlined in Condition G.

F.5. Locations within Region 6 of the USFWS: Kansas, Nebraska, North Dakota, South Dakota, and Wyoming upon receipt of written concurrence from the Field Supervisor, as outlined in Condition G.

G. Permittee shall notify the Service field supervisor for the state(s) in which activities are proposed to occur at least 45-60 days prior to the proposed activities (<https://www.fws.gov/our-facilities?program=%5B%22Ecological%20Services%22%5D>). Your request for this site-specific approval must be in writing and must indicate:

G.1. Species for which proposed activities are being conducted.

G.2. Location of proposed activities, including project site, county, and state.



G.3. A complete description of activities (i.e., proposed project plan, including purpose and need, surveys, methods, etc.).

G.4. Dates when the project is proposed to take place.

G.5. Evidence that Permittee has received any required contracts to complete the activities.

G.6. Whether all annual reporting requirements have been fulfilled.

G.7. A copy of the permit for all people involved with the project.

You may proceed with only the activities described in your written concurrence letter, upon receipt from the applicable USFWS Field Supervisor. *Your concurrence letter must be carried with this permit to authorize site-specific activities.*

H. Permittee shall adhere to the following Conditions involving capture and handling of bats:

H.1. Bats may be captured with mist nets following the protocol included in the Range-wide Indiana Bat and Northern Long-eared Bat Survey Guidelines. Guidelines are available at: <https://fws.gov/media/range-wide-indiana-bat-and-northern-long-eared-bat-survey-guidelines>. **Note:** Permittee must use the most up-to-date version of the Range-wide Indiana Bat and Northern Long-eared Bat Survey Guidelines, available on the USFWS website page, for your summer surveys. The monitoring interval for mist nets is +/- 10 minutes and may not exceed 15 minutes. Captured bats may be held for a maximum of 30 minutes, unless injured. In extenuating circumstances, bats shall be held for no longer than 45 minutes.

Bats may be captured with harp traps with written concurrence from the Field Supervisor in the state in which trapping is proposed. **Harp traps must be continually monitored.** Captured bats may be held for a maximum of 30 minutes, unless injured. In extenuating circumstances, bats shall be held for no longer than 45 minutes

At least one named Permittee must remain present at each mist-net and harp trap site while it is being operated.



H.2. Permittee shall carry out non-intrusive measurements on all captured bats. Data shall be recorded for all bats captured and include, but not be limited to, the data requested in any automated or species specific data sheet provided by the USFWS (e.g., Bat Reporting Spreadsheet). Handling should be limited to the maximum extent practicable and should cease immediately at signs of undue stress (e.g., bat becoming unresponsive, etc.). Bats that appear stressed from handling should be placed in a dark, quiet location away from activity where it can safely fly away after recovery, and should be checked to ensure successful recovery before leaving the study site. Photographs of the identifying characteristics for each individual federally-listed species captured are encouraged. The Permittee may be requested to provide individual photographs after submittal of annual reporting data.

H.3. Lipped metal bands having a unique identifier may be applied to the forearm of captured bats prior to release. If bands are applied, they must be lipped metal bands with a unique identifier and applied using banding pliers to the forearm of captured bats prior to release. No more than one band per bat may be used. Position the band on the forearm so that when the bat is hanging upside down, band alphanumeric information is right-side up. When banding, a single band should be placed on the right forearm of each male and the left forearm of each female bat. Permittee must abide by protocols on bat banding as outlined in Appendix B: Phase 2 or 3 Mist-Netting of the Range-wide Indiana and Northern Long-eared Bat Survey Guidelines when banding bats, especially with respect to band sizes and banding pliers used.

H.4. Radio transmitters may be applied during spring, summer, and fall roosting and migration periods via nontoxic skin bond adhesive. Permittee must use one of the approved adhesives listed in Appendix D: Phase 4 Radio-tracking in the Range-wide Indiana Bat and Northern Long-eared Bat Survey Guidelines. If the adhesive you propose to use is not approved in the Guidelines, provide justification for use of a non-approved glue in the Site Study Plan to your USFWS Field Office (Condition G). The total weight of the transmitter may not exceed 5% of the bat's body weight and the total weight of the package (forearm band, transmitter and adhesive) may not exceed 6% of the bat's body weight. The lightest package (both transmitter and adhesive) capable of accomplishing the required task should be used, especially with pregnant females and newly volant juveniles. Bats carrying transmitters must be monitored daily for at least three days, or until the transmitter falls off, whichever occurs first.

H.5. No trapping activities shall occur within 20 meters of a known Indiana bat maternity roost site, either natural or artificial roosts, unless Permittee receives prior written approval from the USFWS Field Supervisor for the state in which the activities are proposed to occur.



H.6. Permittee may collect wing swab samples from captured bats for scientific study. Guano (fecal pellet) samples may be collected if freely given by bats during normal processing. No additional holding time to collect guano samples is authorized. The pellet(s) collected should be placed in a small vial (e.g., 1.5 ml) with silica gel desiccant. Pellets from each individual bat should be stored in separate vials and out of direct light. Swab and guano samples should be collected following the protocol outlined in the DNA collection document at: <https://www.fws.gov/media/usfws-recommended-dna-sampling-methods-bat-species-identification> All boards and equipment used to obtain samples must be disinfected according to the protocol below.

H.7. Equipment used to capture and handle bats shall be cleaned and decontaminated, including personal gear such as boots and gloves, using products cited in decontamination guidelines and in compliance with label directions. The most recent decontamination guidance is found on the web at: <https://www.whitenosesyndrome.org/static-page/decontamination-information>

H.8. Immediately remove Virginia big-eared bats (*C. t. virginianus*) from the net/trap after capture, then process and release each individual. When there are multiple bats in the net, Virginia big-eared bats (VABB) shall be removed first and processed as quickly as possible. If this is not possible, the species shall be placed into a HOLDING CAGE and held no longer than 10 minutes. Place the cage in a dark, quiet location, and process all as soon as possible. Do not put these bat species in holding bags, nor in an individual holding bag or container (*C. t. virginianus* are highly social and being held individually in a bag increases stress and can lead to mortality). Holding cage options include small rubber/plastic/vinyl coated soft-sided (mesh) pet carriers or modified standard minnow traps with rubber coated mesh where the top of the trap is either a plastic bucket or flower pot with a hole in the center (contact the VABB Lead Recovery Biologist for further information on acceptable enclosures). A holding cage shall contain only multiple VABBs (avoid overcrowding). Do not place other species/subspecies in either cage(s). Holding cages shall be decontaminated using the most current White-nose Syndrome decontamination guidance after a night of use (<https://www.whitenosesyndrome.org/topics/decontamination>). Do not decontaminate holding cages within a single net night.

When a VABB appears to be going into shock (i.e., becomes limp and unresponsive), place the bat in a dark, quiet location either on a rock or other flat surface considered the safest option for the bat in that situation to recover (removed from capture activities and predators) and monitor it periodically. Do not continue to handle the bat, nor place it in a holding cage or in a holding cage with other VABBs. If the stressed bat recovers, release it immediately without an attempt to gather additional data, collect samples, apply a band or a transmitter, etc.



H.9. Permittee is not authorized to take Ozark big-eared bat (*Corynorhinus townsendii ingens*). The USFWS acknowledges that incidental (unintentional) capture of this co-occurring listed bat species may potentially occur while conducting lawful survey activities directed at authorized bat species. This permit does not authorize any activities for the specific purpose of capture of Ozark big-eared bats. Permittee shall be observant and cautious to eliminate or minimize “take” of co-occurring listed species to the maximum extent practicable. In the event of incidental (unintentional) capture of Ozark big-eared bat, Permittee shall immediately remove the bat(s) from the net/trap after capture, document with a photograph and release at the capture site. *Do not put this bat species in holding cages, bags, or containers.* Within 48 hours, you must notify the USFWS in the state in which you are working of the incidental capture (see <https://www.fws.gov/media/region-3-recovery-permit-contact-information>).

H.10. When carrying out mist-netting and handling of bats under this permit, Permittee must use COVID-specific Personal Protective Equipment (PPE) in addition to the PPE already identified by the USFWS and states for mitigating the risk of spread of the fungus that causes white-nose syndrome, which includes the use of disposable gloves, disposable or site-dedicated clothing, and adherence to decontamination procedures. COVID-specific PPE is a non-vented N95 respirator (no exhalation valve) or any respirator or mask that provides a similar level of protection filtering exhaled air (https://www.cdc.gov/niosh/npptl/topics/respirators/disp_part/respsource1quest3.html#half).

I. Upon determination that endangered or threatened bats are present at previously undocumented sites, Permittee shall notify the following within 48 hours: the USFWS Regional Recovery Permit Coordinator, the Species Recovery Lead (see below), and the USFWS Field Office within the geographic location of study areas (<https://www.fws.gov/media/region-3-recovery-permit-contact-information>).

J. Accidental injury or mortality may not exceed two (2) specimens. In the event that any accidental injury or mortality occurs, all activities must cease. The Permittee must report any bat mortality or serious injury within 24 hours to the applicable USFWS Field Office in the state in which the incident occurred (contact information provided at: <https://www.fws.gov/media/region-3-recovery-permit-contact-information>). Written notification must also be made within 48 hours to the Midwest Region 3 Recovery Permit Coordinator and the Species Recovery Lead (see below). The Permittee’s statement must document the cause of the injury or mortality, and identify all remedial measures employed by the Permittee to eliminate future mortality or injury events. Based on consultation between the USFWS offices, decisions will be made regarding remedial measures that will be implemented and whether and/or when any of the authorized



NATIVE ENDANGERED & THREATENED SP.

RECOVERY

Permit Number: ES35973D**Version Number:** 1**Effective:** 2026-04-10 **Expires:** 2030-12-31

activities may continue. The Species Recovery Lead Office will provide a decision within five (5) business days concerning the disposition of any injured or dead specimen. Dead or moribund bats may be retained for further study only with the written permission of the USFWS. Any bats that are not authorized for retention are to be chilled and promptly transferred to the USFWS Species Recovery Lead for potential necropsy and/or contaminants analysis. Permitted activities may resume upon receipt of written approval from the Species Recovery Lead Office.

K. This permit is non-transferable.

L. Permittee must carry a copy of this permit at all times when conducting the authorized activities. Shipments of collected biological materials should also be accompanied by a copy of this permit. Note that this permit is limited to the above activities and identified species.

M. Issuance of this permit does not constitute permission to conduct these activities on National Wildlife Refuges or any other public or private lands; such permission must be obtained separately from the appropriate landowner or land manager before beginning these authorized activities. This permit, neither directly nor by implication, grants the right of trespass.

N. Upon locating a dead, injured, or sick federally listed species, under circumstances not addressed in this authorization, initial notification must be made immediately to the USFWS Field Office in the State in which the specimen is found (<https://www.fws.gov/media/region-3-recovery-permit-contact-information>). Notification should also be made by the next business day to the USFWS Midwest Region 3 Recovery Permit Coordinator identified below. Those offices will confer with the USFWS' Division of Law Enforcement as appropriate and determine next steps. Care should be taken in handling sick, injured, or dead specimens to ensure effective treatment or to preserve biological materials for later analysis. In conjunction with the care of sick or injured endangered or threatened species, and the preservation of biological materials from a dead individual, the finder should take responsible steps to ensure that the site is not unnecessarily disturbed.

O. An Annual Report of all activities conducted under the authority of this permit is due by January 31 following each year this permit is in effect. When assisting with netting, the permit number of the individual responsible for each capture should be recorded on the data collection form. Reports shall be sent electronically and your transmittal email must cite your Federal permit number, Permittee name, and the



Annual Report year in the subject line (*Note: thumb drives/flash drives and links to documents cannot be accepted*). In addition, copies of all publications and reports resulting from work conducted under this permit must be submitted as they become available. Failure to furnish any reports required by this permit is cause for permit revocation and/or denial of future permit applications. At a minimum, your report shall include:

O.1. The “Bat Reporting Spreadsheet” is required for reporting data and can be found on the FWS website (<https://fws.gov/media/range-wide-indiana-bat-and-northern-long-eared-bat-survey-guidelines>). Prior to reporting, check the permits website to ensure you are using the most up to date form. Using the reporting form will help standardize data collection and increase efficiency in reporting.

O.2. The date, time, geographic locations (including datum and projection information), species, age, sex, and weight of all bats encountered.

O.3. A description of locations surveyed where no bats were encountered.

O.4. Band numbers of all bats banded.

O.5. Information on any injuries and/or mortalities and disposition of specimens.

O.6. Location and characteristics of roost trees and bat colonies.

O.7. Copies of any separate reports and/or publications resulting from work conducted under the authority of this permit.

O.8. A completed data collection form as found in the Summer Survey Guidelines, Appendix B, cited in Condition H.1.

O.9. Data shall be submitted for all bats captured and include, but not be limited to, the data requested in any automated or species-specific data sheet provided by the USFWS (e.g., the reporting spreadsheets found on the current Rangewide Indiana Bat and Northern Long-eared Bat Survey Guidelines website



cited in Condition H.1., or other species-specific data sheets). Photographs of the identifying characteristics for each individual federally listed species captured are encouraged. The Permittee may be requested to provide individual photographs after submittal of annual reporting data.

O.10. Copies of all site-specific authorization letters required under Condition G.

IF NO ACTIVITIES OCCURRED OVER THE COURSE OF THE YEAR, INDICATION OF SUCH SHALL BE SUBMITTED AS AN ANNUAL REPORT WITH A BRIEF EXPLANATION AS TO WHY NO ACTIVITY OCCURRED. NOTE: "NO ACTIVITY" MEANS THAT THERE WERE NO ATTEMPTS MADE TO CONDUCT THE ACTIVITIES AUTHORIZED IN THIS PERMIT (FOR EXAMPLE, NO ATTEMPTS TO CAPTURE).

P. Copies of your reports shall be sent to all offices indicated below. Your transmittal letter (or email) must cite your Federal permit number, Permittee name, and the Annual Report year in the subject line. Electronic copies shall be submitted in MS Word, Portable Document Format, Rich Text Format, or other file format that is compatible with the receiving office (thumb drives/flash drives and links to documents cannot be accepted).

P.1. Regional Recovery Permit Coordinator (Region 3)

U.S. Fish and Wildlife Service

Ecological Services – Endangered Species

5600 American Blvd. W., Suite 990

Bloomington, Minnesota 55437-1458

(612/713-5343; fax 612/713-5292)

permitsR3ES@fws.gov

P.2. Regional Recovery Permit Coordinator (Region 2)

U.S. Fish and Wildlife Service

Endangered Species Permits Office

P.O. Box 1306

Albuquerque, New Mexico 87103-1306



(505/248-6420; fax 505/248-6788)

permitsR2ES@fws.gov

P.3. Regional Recovery Permit Coordinator (Region 4)

U.S. Fish and Wildlife Service

Endangered Species Permits Office

1875 Century Blvd.

Atlanta, Georgia 30345-3301

(404/679-7097; fax 404/679-7081)

permitsR4ES@fws.gov

P.4. Regional Recovery Permit Coordinator (Region 5)

U.S. Fish and Wildlife Service

Endangered Species Division

300 Westgate Center Drive

Hadley, Massachusetts 01035-9589

(413/253-8212; fax 413/253-8482)

permitsR5ES@fws.gov

P.5. Regional Recovery Permit Coordinator (Region 6)

U.S. Fish and Wildlife Service

Endangered Species Permits Office

Denver Federal Center, P.O. Box 25486

Denver, Colorado 80225-0489

(303/236-4224; fax 303/236-0027)

permitsR6ES@fws.gov

P.6. Keith Lott

U.S. Fish and Wildlife Service

Keith_Lott@fws.gov



Additionally, based on species, reports and publications shall be submitted to the following:

P.7. For studies involving gray bat:

Vona Kuczynska

U.S. Fish and Wildlife Service

Missouri Field Office

101 Park DeVillie Drive, Suite A

Columbia, Missouri 65203-0007

(573/234-2132; fax 573/234-2181)

vona_kuczynska@fws.gov

P.8. For studies involving Indiana bat:

Rich Geboy

U.S. Fish and Wildlife Service

Indiana Field Office

620 S. Walker Street

Bloomington, Indiana 47403-2121

(812/334-4261; fax 812/334-4273)

Richard_geboy@fws.gov

P.9. For studies involving northern long-eared bat:

Jill Utrup

U.S. Fish and Wildlife Service

Minnesota-Wisconsin Field Office

3815 American Blvd. E.

Bloomington, Minnesota 55425-1665

(952/252-0092; fax 952/646-2873)

jill_utrup@fws.gov



P.10. *For studies involving Virginia big-eared bat:*

Noelle Rayman

U.S. Fish and Wildlife Service

West Virginia Field Office

6263 Appalachian Highway

Davis, West Virginia 26260

FW5_WVFO@fws.gov

P.11 Additionally, based on geographic area, reports and publications shall be submitted to the applicable offices: <https://www.fws.gov/our-facilities?program=%5B%22Ecological%20Services%22%5D>

cc: FWS/Regional Offices – Regions 2, 4, 5, 6 (Attn: Regional Recovery Permit Coordinator)

FWS, TE Coordinator: Illinois-Iowa, Indiana, Michigan, Minnesota-Wisconsin, Missouri, Ohio

DNR/DOC, TE Coordinator: Illinois, Indiana, Iowa, Michigan, Minnesota, Missouri, Ohio, Wisconsin

END



NATIVE ENDANGERED & THREATENED SP.
RECOVERY

Permit Number: ESPER0003201

Version Number: 0

Effective: 2021-05-06 **Expires:** 2026-12-31

Issuing Office:

Department of the Interior

U.S. FISH AND WILDLIFE SERVICE

Endangered Species Permit Office
5600 American Boulevard, West, Suite 990
Bloomington, Minnesota 55437-1458
permitsR3ES@fws.gov

Digitally signed by

ALISA SHULL

Digitally signed by ALISA
SHULL
Date: 2021.05.07 12:04:23
-05'00'

Permittee:

Braden Hoffman
167 OLD ANTLER WAY
DANIELS, WV 25832
US

Authority: Statutes and Regulations: 16 U.S.C. 1539a, 16 U.S.C. 1533d 50 CFR 17.22, 50 CFR 17.32, 50 CFR 13

Location where authorized activity may be conducted:

ON LANDS SPECIFIED WITHIN THE ATTACHED SPECIAL TERMS AND CONDITIONS

Reporting requirements:

See permit conditions for reporting requirements

Authorizations and Conditions:

- A. General Conditions set out in Subpart B of 50 CFR 13, and specific Conditions contained in Federal regulations cited above, are hereby made a part of this permit. All activities authorized herein must be carried out in accord with and for the purposes described in the application submitted. Continued validity, or renewal of this permit is subject to complete and timely compliance with all applicable Conditions, including the filing of all required information and reports.



NATIVE ENDANGERED & THREATENED SP.
RECOVERY

Permit Number: ESPER0003201

Version Number: 0

Effective: 2021-05-06 **Expires:** 2026-12-31

B. The validity of this permit is also conditioned upon strict observance of all applicable foreign, state, local, tribal, or other Federal law.

C. Valid for use by Braden Hoffman.

C.1. Unnamed assistants may work on permitted activities only under the direct and on-site supervision of Braden Hoffman. "On-site supervision" is defined as having the Permittee at a distance close enough to enable immediate assistance to a supervised individual, as needed, while the supervised individual conducts an authorized activity. **At least one named Permittee must remain present at each mist-net/harp trap site while it is being operated.**

D. Acceptance of this permit serves as evidence that the Permittee understands and agrees to abide by the terms of this permit and all sections of Title 50 Code of Federal Regulations (CFR), Parts 13 and 17, pertinent to issued permits ([https://www.ecfr.gov/cgi-bin/text-idx?](https://www.ecfr.gov/cgi-bin/text-idx?c=ecfr&sid=a1d34199d1ab36c8b78ecd06a7fa5180&tpl=/ecfrbrowse/Title50/50cfr13_main_02.tpl)

[c=ecfr&sid=a1d34199d1ab36c8b78ecd06a7fa5180&tpl=/ecfrbrowse/Title50/50cfr13_main_02.tpl](https://www.ecfr.gov/cgi-bin/text-idx?node=50:2.0.1.1.1&rgn=div5) and

<https://www.ecfr.gov/cgi-bin/text-idx?node=50:2.0.1.1.1&rgn=div5>). Section 11 of the Endangered Species Act of 1973, as amended, provides for civil and criminal penalties for failure to comply with permit conditions.

A request for permit renewal and the \$100 application processing fee must be received **at least 30 days prior to the expiration date** of this permit to continue conducting authorized activities under the expired permit while your application is being processed (subject to compliance with 50 CFR, Parts 13.21 and 13.22). Please use <https://fwsepermits.servicenowservices.com/fwse> to obtain specific information regarding the new ePermitting process to apply for, and submit your digital recovery permit application and application processing fee. When these requirements are not met, this permit becomes invalid on the expiration date. *Unless otherwise instructed within the Authorizations and Conditions*, **annual reports** are due by January 31 following each year your permit is in effect and shall be submitted to all offices identified in the permit Conditions.

E. Permittee is authorized to take (capture with mist nets or harp traps, handle, identify, radio-tag, band, collect non-intrusive measurements, and release) Indiana bat (*Myotis sodalis*), gray bat (*Myotis grisescens*), northern long-eared bat (*Myotis septentrionalis*), and Virginia big-eared bat (*Corynorhinus townsendii virginianus*) for scientific research aimed at recovery of the species: presence/absence surveys, studies to document habitat use, population monitoring, and to evaluate potential impacts. This permit does **not** authorize the collection of voucher specimens.

F. Activities are authorized at the following locations:



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- F.1. Within the U.S. Fish and Wildlife Service (USFWS) Regional New Mexico office State: Oklahoma, upon receipt of written concurrence from the Field Supervisor, and upon coordination with Ozark Plateau National Wildlife Refuge prior to (1) surveys of caves known to be used by federally-listed bats, and (2) examinations of caves suspected of containing federally-listed bat species (some presence/absence surveys may require the presence of a U.S. Fish and Wildlife Service Biologist), and as outlined in Condition G.
- F.2. Within the USFWS Regional Minnesota office States: Illinois, Indiana, Iowa, Michigan, Missouri, and Ohio, upon receipt of written concurrence from the Field Supervisor, as outlined in Condition G.
- F.3. Within the USFWS Regional Georgia office States: Alabama, Arkansas, Florida, Georgia, Kentucky, Mississippi, North Carolina, and Tennessee, upon receipt of written concurrence from the Field Supervisor, as outlined in Condition G.
- F.4. Within the USFWS Regional Massachusetts office States: Connecticut, Maryland, Massachusetts, New Jersey, New York, Pennsylvania, Vermont, Virginia and West Virginia, upon receipt of written concurrence from the Field Supervisor, as outlined in Condition G.
- F.5. Within the USFWS Regional Colorado office States: Kansas, upon receipt of written concurrence from the Field Supervisor, as outlined in Condition G.
- G. Permittee shall notify and request approval from the USFWS Field Supervisor for the state in which activities are proposed to occur at least 15 days prior to conducting any activities. Contact information is available at: <https://www.fws.gov/midwest/endangered/permits/index.html>. Your request for this site-specific approval must be in writing and must indicate:
- G.1. Species for which proposed activities are being conducted.
- G.2. Location of proposed activities, including project site, county, and state.
- G.3. A complete description of activities (i.e., proposed project plan, including purpose and need, surveys, methods, etc.).
- G.4. Dates when the project is proposed to take place.
- G.5. Evidence that Permittee has received any required contracts to complete the activities.
- G.6. Whether all annual reporting requirements have been fulfilled.



You may proceed with only the activities described in your written concurrence letter, upon receipt from the applicable USFWS Field Supervisor. *Your concurrence letter must be carried with this permit to authorize site-specific activities.*

H. Permittee shall adhere to the following conditions involving capture and handling of bats:

H.1. Bats may be captured with mist nets following the protocol included in the Range-wide Indiana Bat Summer Survey Guidelines. Guidelines are available at:

<https://www.fws.gov/midwest/endangered/mammals/inba/inbasummersurveyguidance.html>. Note: Permittee must use the most up-to-date version of the Summer Survey Guidelines, available on the USFWS website page, for your summer surveys. The monitoring interval for mist nets is +/- 10 minutes and may not exceed 15 minutes. Captured bats may be held for a maximum of 30 minutes, unless injured. In extenuating circumstances, bats shall be held for no longer than 45 minutes.

H.2. Bats may be captured with harp traps with written concurrence from the Field Supervisor in the state in which trapping is proposed. **Harp traps must be continually monitored.** Captured bats may be held for a maximum of 30 minutes, unless injured. In extenuating circumstances, bats shall be held for no longer than 45 minutes.

Braden Hoffman must remain present at each mist-net and harp trap site while it is being operated.

H.3. Permittee shall carry out non-intrusive measurements on all captured bats. Data shall be recorded for all bats captured and include, but not be limited to, the data requested in any automated or species specific data sheet provided by the USFWS (e.g., Bat Reporting Spreadsheet). Handling should be limited to the maximum extent practicable and should cease immediately at signs of undue stress (e.g., bat becoming unresponsive, etc.). Bats that appear stressed from handling should be placed in a dark, quiet location away from activity where it can safely fly away after recovery, and should be checked to ensure successful recovery before leaving the study site. Photographs of the identifying characteristics for each individual federally-listed species captured are encouraged. The Permittee may be requested to provide individual photographs after submittal of annual reporting data.

H.4. Lipped metal bands having a unique identifier may be applied to the forearm of captured bats prior to release. No more than one band per bat may be used. Bands should be applied to the forearm of captured bats prior to release. Position the band on the wing so that when the bat is hanging upside down, the band numbers are right-side up. A single band should be placed on the right forearm of each male and the left forearm of each female bat.



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H.5. Radio transmitters may be applied during spring, summer, and fall roosting and migration periods via nontoxic skin bond adhesive. The total weight of the transmitter may not exceed 5% of the bat's body weight and the total weight of the package (forearm band, transmitter and adhesive) may not exceed 6% of the bat's body weight. The lightest package (both transmitter and adhesive) capable of accomplishing the required task should be used, especially with pregnant females and newly volant juveniles. Bats carrying transmitters must be monitored daily for at least three days, or until the transmitter falls off, whichever occurs first. *Although not required as a condition of this permit, in order to gather needed information to promote the conservation of the northern long-eared bat, it is recommended that the permittee radio-track female and juvenile northern long-eared bats captured when conducting mist-netting and radio-tracking of Indiana bats within the white-nose syndrome (WNS) zone of the range of the northern long-eared bat. Specifics on the number of females and juvenile bats to be tracked will be determined in coordination with the appropriate Field Office, as specified in Condition G.*

H.6. No trapping activities shall occur within 20 meters of a known Indiana bat maternity roost site, either natural or artificial roosts, unless Permittee receives prior written approval from the USFWS Field Supervisor for the state in which the activities are proposed to occur.

H.7. Equipment used to capture and handle bats shall be cleaned and decontaminated, including personal gear such as boots and gloves, using products cited in decontamination guidelines and in compliance with label directions. The most recent decontamination guidance is found on the web at:
<https://www.whitenosesyndrome.org/topics/decontamination>.

H.8. Virginia big-eared bats (*C. t. virginianus*) shall be immediately removed from the net/trap after capture, process and release the individual. When there are multiple bats in the net, Virginia big-eared bats (VABB) shall be removed first and processed as quickly as possible. If this is not possible, the species shall be placed into a **HOLDING CAGE** and held no longer than 10 minutes. Place the cage in a dark, quiet location, and process all as soon as possible. **Do not put these bat species in holding bags, nor in an individual holding bag or container** (*C. t. virginianus* are highly social and being held individually in a bag increases stress and can lead to mortality). Holding cage options include small rubber/plastic/vinyl coated soft-sided (mesh) pet carriers or modified standard minnow traps with rubber coated mesh where the top of the trap is either a plastic bucket or flower pot with a hole in the center (contact the VABB Lead Recovery Biologist for further information on acceptable enclosures -- see Condition "Q.5." for contact information). A holding cage shall contain only multiple VABBs (avoid overcrowding). Do not place other species/subspecies in either cage(s). Holding cages shall be decontaminated using the most current White-nose Syndrome decontamination guidance after a night of use (<https://www.whitenosesyndrome.org/topics/decontamination>). Do not decontaminate holding cages within a single net night.



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When a VABB appear to be going into shock (i.e., becomes limp and unresponsive), place the bat in a dark, quiet location either on a rock or other flat surface considered the safest option for the bat in that situation to recover (removed from capture activities and predators) and monitor it periodically. **Do not continue to handle the bat, nor place it in a holding cage or in a holding cage with other VABBs.** If the stressed bat recovers, release it immediately without an attempt to gather additional data, collect samples, apply a band or a transmitter, etc.

H.9. Permittee is not authorized to take Ozark big-eared bat (*Corynorhinus townsendii ingens*). The USFWS acknowledges that incidental (unintentional) capture of these co-occurring listed bat species may potentially occur while conducting lawful survey activities directed at authorized bat species. This permit **does not authorize** any activities for the specific purpose of capture of Ozark big-eared bats. Permittee shall be observant and cautious to eliminate or minimize “take” of co-occurring listed species to the maximum extent practicable. In the event of incidental (unintentional) capture of Ozark big-eared bat, Permittee shall immediately remove the bat(s) from the net/trap after capture, document with a photograph and release at the capture site. **Do not put these bat species in holding cages, bags, or containers.** Within 48 hours, you must notify the USFWS in the state in which you are working of the incidental capture (see <https://www.fws.gov/midwest/endangered/permits/index.html>).

H.10. When carrying out mist-netting and handling of bats under this permit, Permittee must use COVID-specific Personal Protective Equipment (PPE) in addition to the PPE already identified by the USFWS and states for mitigating the risk of spread of the fungus that causes white-nose syndrome, which includes the use of disposable gloves, disposable or site-dedicated clothing, and adherence to decontamination procedures. COVID-specific PPE is a non-vented N95 respirator (no exhalation valve) or any respirator or mask that provides a similar level of protection filtering exhaled air (https://www.cdc.gov/niosh/npptl/topics/respirators/disp_part/respsource1quest3.html#half).

I. Upon determination that endangered or threatened bats are present at previously undocumented sites, Permittee shall notify the following within 48 hours: the USFWS Regional Recovery Permit Coordinator, the Species Recovery Lead (see below), and the USFWS Field Office within the geographic location of study areas (<https://www.fws.gov/midwest/endangered/permits/index.html>).

J. Accidental injury or mortality may not exceed two (2) specimens. In the event that any accidental injury or mortality occurs, all activities must cease. The Permittee must report any bat mortality or serious injury within 24 hours to the applicable USFWS Field Office in the state in which the incident occurred (contact information provided at: <https://www.fws.gov/midwest/endangered/permits/index.html>). Written notification must also be made within 48 hours to the Minnesota office Regional Recovery Permit Coordinator and the Species Recovery



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Lead (see below). The Permittee's statement must document the cause of the injury or mortality, and identify all remedial measures employed by the Permittee to eliminate future mortality or injury events. Based on consultation between the USFWS offices, decisions will be made regarding remedial measures that will be implemented and whether and/or when any of the authorized activities may continue. The Species Recovery Lead Office will provide a decision within five (5) business days concerning the disposition of any injured or dead specimen. Dead or moribund bats may be retained for further study only with the written permission of the USFWS. Any bats that are not authorized for retention are to be chilled and promptly transferred to the USFWS Species Recovery Lead for potential necropsy and/or contaminants analysis. Permitted activities may resume upon receipt of written approval from the Species Recovery Lead Office.

- K. This permit is non-transferable.
- L. Permittee must carry a copy of this permit at all times when conducting the authorized activities. Shipments of collected biological materials should also be accompanied by a copy of this permit. Note that this permit is limited to the above activities and identified species.
- M. Issuance of this permit does not constitute permission to conduct these activities on National Wildlife Refuges or any other public or private lands; such permission must be obtained separately from the appropriate landowner or land manager before beginning these authorized activities. This permit, neither directly nor by implication, grants the right of trespass.
- N. Upon locating a dead, injured, or sick federally listed species, under circumstances not addressed in this authorization, initial notification must be made immediately to the USFWS Field Office in the State in which the specimen is found (<https://www.fws.gov/midwest/endangered/permits/index.html>). Notification should also be made by the next business day to the USFWS' Regional Minnesota Office Recovery Permit Coordinator identified below. Those offices will confer with the USFWS' Division of Law Enforcement as appropriate and determine next steps. Care should be taken in handling sick, injured, or dead specimens to ensure effective treatment or to preserve biological materials for later analysis. In conjunction with the care of sick or injured endangered or threatened species, and the preservation of biological materials from a dead individual, the finder should take responsible steps to ensure that the site is not unnecessarily disturbed.
- O. An Annual Report of all activities conducted under the authority of this permit is due by January 31 following **each year** this permit is in effect. When assisting with netting, the permit number of the individual responsible for each capture should be recorded on the data collection form. Reports shall be sent electronically and your transmittal email must cite your Federal permit number, Permittee name, and the Annual Report year in the subject line (*Note: thumb drives/flash drives and links to documents cannot be accepted*). In addition, copies of



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all publications and reports resulting from work conducted under this permit must be submitted as they become available. Failure to furnish any reports required by this permit is cause for permit revocation and/or denial of future permit applications. At a minimum, your report shall include:

- O.1. The “Bat Reporting Spreadsheet“ is required for reporting data and can be found on the FWS Midwest Permits website (<https://www.fws.gov/midwest/endangered/mammals/inba/inbasummersurveyguidance.html>). Prior to reporting, check the permits website to ensure you are using the most up to date form. Using the reporting form will help standardize data collection and increase efficiency in reporting.
- O.2. The date, time, geographic locations (including datum and projection information), species, age, sex, and weight of all bats encountered.
- O.3. A description of locations surveyed where no bats were encountered.
- O.4. Band numbers of all bats banded.
- O.5. Information on any injuries and/or mortalities and disposition of specimens.
- O.6. Location and characteristics of roost trees and bat colonies.
- O.7. Copies of any separate reports and/or publications resulting from work conducted under the authority of this permit.
- O.8. A completed data collection sheet as found in the Survey Guidelines, cited in Condition H.1.
- O.9. Data shall be submitted for all bats captured and include, but not be limited to, the data requested in any automated or species-specific data sheet provided by the USFWS (e.g., the reporting spreadsheets found on the current Rangewide Indiana Bat Summer Survey Guidelines website cited in Condition H.1., or other species specific data sheets). Photographs of the identifying characteristics for each individual federally-listed species captured are encouraged. The Permittee may be requested to provide individual photographs after submittal of annual reporting data.
- O.10. Copies of all site specific authorization letters required under Condition G.

IF NO ACTIVITIES OCCURRED OVER THE COURSE OF THE YEAR, INDICATION OF SUCH SHALL BE SUBMITTED AS AN ANNUAL REPORT.



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P. Copies of your reports shall be sent to **all offices** indicated below. Your transmittal letter (or email) must cite your Federal permit number, Permittee name, and the Annual Report year in the subject line. Electronic copies shall be submitted in MS Word, Portable Document Format, Rich Text Format, or other file format that is compatible with the receiving office (**thumb drives/flash drives and links to documents cannot be accepted**).

P.1. Regional Recovery Permit Coordinator
U.S. Fish and Wildlife Service
Ecological Services – Endangered Species
5600 American Blvd. W., Suite 990
Bloomington, Minnesota 55437-1458
(612/713-5343; fax 612/713-5292)
permitsR3ES@fws.gov

P.2. Regional Recovery Permit Coordinator
U.S. Fish and Wildlife Service
Endangered Species Permits Office
P.O. Box 1306
Albuquerque, New Mexico 87103-1306
(505/248-6420; fax 505/248-6788)
permitsR2ES@fws.gov

P.3. Regional Recovery Permit Coordinator
U.S. Fish and Wildlife Service
Endangered Species Permits Office
1875 Century Blvd.
Atlanta, Georgia 30345-3301
(404/679-7097; fax 404/679-7081)
permitsR4ES@fws.gov

P.4. Regional Recovery Permit Coordinator
U.S. Fish and Wildlife Service
Endangered Species Division
300 Westgate Center Drive
Hadley, Massachusetts 01035-9589
(413/253-8212; fax 413/253-8482)
permitsR5ES@fws.gov



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P.5. Regional Recovery Permit Coordinator
U.S. Fish and Wildlife Service
Endangered Species Permits Office
Denver Federal Center, P.O. Box 25486
Denver, Colorado 80225-0489
(303/236-4224; fax 303/236-0027)
permitsR6ES@fws.gov

Q. Additionally, based on species, reports and publications shall be submitted to the following:

Q.1. *For studies involving gray bat:*

Vona Kuczynska
U.S. Fish and Wildlife Service
Missouri Field Office
101 Park DeVille Drive, Suite A
Columbia, Missouri 65203-0007
(573/234-2132; fax 573/234-2181)

Q.2. *For studies involving Indiana bat:*

Lori Pruitt
U.S. Fish and Wildlife Service
Indiana Field Office
620 S. Walker Street
Bloomington, Indiana 47403-2121
(812/334-4261; fax 812/334-4273)

Q.3. *For studies involving northern long-eared bat:*

Jill Utrup
U.S. Fish and Wildlife Service
Minnesota-Wisconsin Field Office
4101 American Blvd. E.
Bloomington, Minnesota 55425-1665
(952/252-0092; fax 952/646-2873)

Q.5. *For studies involving Virginia big-eared bat:*

Liz Stout



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U.S. Fish and Wildlife Service
West Virginia Field Office
6263 Appalachian Highway
Davis, West Virginia 26260
elizabeth_stout@fws.gov (mailto:elizabeth_stout@fws.gov)
FW5_WVFO@fws.gov

R. Additionally, based on geographic area, **reports and publications shall be submitted to** the applicable offices under “For Fish and Wildlife Permit Holders” at: <https://www.fws.gov/midwest/endangered/permits/index.html>.

cc: FWS/Regional Offices – New Mexico, Georgia, Massachusetts, Colorado (Attn: Regional Recovery Permit Coordinator)

FWS, TE Coordinator: Illinois-Iowa, Indiana, Michigan, Missouri, Ohio

DNR/DOC, TE Coordinator: Illinois, Indiana, Iowa, Michigan, Missouri, Ohio

END



Governor Patrick Morrisey

Director Brett W. McMillion

NUMBER 2026.034

SCIENTIFIC COLLECTING PERMIT

Under Authority Conferred by Chapter 20, Article 2, Section 50, Code of West Virginia, As Amended

**Alex Patterson
Alliance Consulting, Inc.
124 Philpott Lane
Beaver, WV 25813**

is hereby permitted to collect specimens according to the attached application and the Special Provisions on the reverse side of this permit.

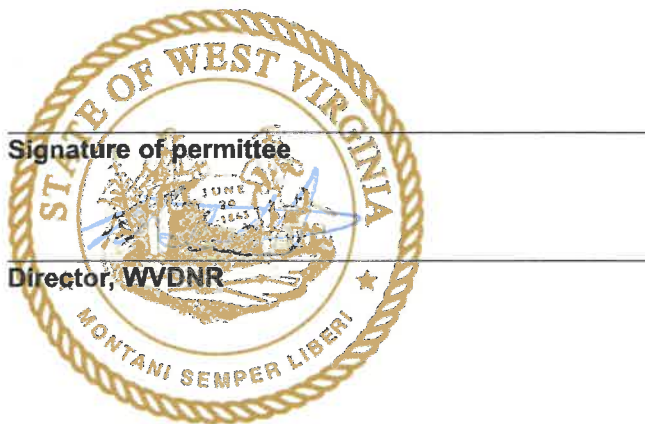
This permit is not transferable and expires on December 31, 2026.

A complete list of all specimens collected will be kept and reported to the Director of the Division of Natural Resources of West Virginia no later than 45 days after the expiration date of this permit.

PERMIT PROVISIONS

I understand that (1) The privileges granted under this permit are not transferable, and to allow anyone other than myself to use my permit is unlawful and will be considered cause for revocation of said permit; (2) A Federal Scientific Collection Permit issued by the U.S. Department of Interior must be obtained before any migratory birds, or their nests or eggs, are collected or held in captivity; (3) The Federal Permit does not extend the privileges of the permittee beyond those granted by the Division of Natural Resources; (4) Permission must be obtained from either the owner or the custodian of any fenced or posted land before entering same for the purpose of collecting scientific specimens; (5) It is unlawful to sell, offer for sale, barter, or offer to barter any wildlife collected; (6) When traps or nets or other devices are used UNATTENDED while exercising the privileges of this permit, said traps, nets, or devices must have attached thereto a tag bearing the name, address and number of the Scientific Collecting Permit; (7) It is unlawful to take or attempt to take any wildlife under said permit except for scientific and propagation purposes; (8) A hunting or fishing license must be obtained before specimens may be taken for sport; (9) Only those species or classes of wildlife listed below, and in the numbers stated, may be lawfully taken under said permit; and (10) I am required by law to carry my Scientific Collecting Permit, on my person while exercising the privileges granted thereunder, and to exhibit the permit to anyone requesting to see the same.

Must be signed before valid.



Date of issue 1/21/26

IMPORTANT

THE ATTACHED APPLICATION FORM INDICATING SPECIES TO BE COLLECTED, LOCATIONS OF COLLECTIONS, MANNER OF COLLECTION, AND PURPOSE OF COLLECTION IS TO BE CONSIDERED A PART OF THIS PERMIT AND SHOULD REMAIN ATTACHED.

YOU ARE SUBJECT TO THE FOLLOWING COLLECTING AND REPORTING PROVISIONS. FAILURE TO MEET THESE CRITERIA IS GROUNDS FOR REVOCATION OF THE PERMIT AND/OR DENIAL OF FUTURE PERMIT APPLICATIONS AND/OR PENALTIES OR OTHER STRICTURES.

SPECIAL PROVISIONS:

This permit does not grant or imply any coverage or concurrence from the U.S. Fish and Wildlife Service. This permit does not grant "take" authorization for federally listed species. Permittees are responsible for complying with all other relevant state and federal laws, including the U.S. Endangered Species Act. Violation of the Endangered Species Act or Chapter 20 of the WV State Code may lead to arrest and prosecution.

This is a general permit allowing for bat and aquatic surveys. **It is not valid until project-specific information is provided and permit addenda have been issued.**

1. Under no circumstances will a federally listed bat (*Myotis sodalis*, *Myotis grisescens*, *Myotis septentrionalis*, or *Corynorhinus townsendii virginianus*) be intentionally killed for scientific purposes or any other reason. No body tissue or blood can be taken from a federally listed bat.
2. No other bats will be intentionally killed for scientific purposes or any other reason; nor will body tissues, hair samples, or blood be collected. Justification must be provided and written approval granted to take a bat, body tissue, hair sample, or blood.
3. All *Corynorhinus townsendii virginianus*, *Corynorhinus rafinesquii*, *Myotis sodalis*, *Myotis grisescens*, *Myotis septentrionalis*, and *Myotis leibii* will be released immediately (within a few minutes) after capture and at the site of capture.

C. t. virginianus should be removed from the net soon after capture. If there are multiple bats in the net, *C. t. virginianus* should be removed first, if possible, and processed as quickly as possible. Ideally, *C. t. virginianus* will be processed immediately after removal from the net and then released. If this is not possible, gather what data can be obtained immediately while the *C. t. virginianus* is in hand (age, sex, etc.) and release the bat, or put the bat into a **holding cage**. *C. t. virginianus* should not be held more than 10 minutes. **DO NOT PUT THE BAT IN AN INDIVIDUAL BAG OR SMALL CONTAINER.** *C. t. virginianus* are highly social and being held individually in bags increases stress and can lead to mortality.

If *C. t. virginianus* are put in a holding cage, place the cage in a dark, quiet location, and process as soon as possible. If multiple *C. t. virginianus* are captured, place all individuals in a single cage unless this will result in over-crowding; all bats should be able to move freely. If a holding cage becomes full, employ a second cage and place multiple bats in this cage. **Do not put bats of other species in the cage with *C. t. virginianus*.**

C. t. virginianus may be quickly weighed prior to release by placing the bat in a small container.

If a *C. t. virginianus* appears to be going into shock (i.e., becomes limp and unresponsive), place the bat in a dark, quiet location and monitor periodically. Do not place it in a bag, small container, or in a holding cage with other bats. Do not continue to handle the bat. Place the bat on a rock, flat surface, or other area where it can recover and is removed from capture activities and predators.

If a stressed bat recovers, it should be released immediately. Do not attempt to gather additional data on the bat, and do not place a transmitter on the bat.

Holding cages used by the WVDNR measure 11" x 7" x 8" high and are made of plywood and 1/4-inch hardware cloth. Alternative options such as small soft-sided (mesh) pet carriers of a similar size are also suitable. Holding cages should be decontaminated using the most current White-nose Syndrome decontamination guidance after a night of use. Do not decontaminate holding cages within a single net night.

If it is necessary to weigh Virginia big-eared bats, they may be placed in a small container and processed quickly.

4. Mortality of bats of the six species noted in #3 above while exercising the provisions of this permit will be reported within 48 hours to the WVDNR (jared.i.varner@wv.gov; Alexander.Silvis@wv.gov). The permittee will take appropriate precautions to preserve the dead animal. Dead animals shall be placed into two sealable plastic bags (i.e., double-bagged) and placed in cold storage. Do not allow the carcass to come into direct contact with cooling media (i.e., ice, freezer packs). The outer bag shall include identifying information on the carcass, including capture location, lead personnel at time of mortality, any recorded measurements, and a "tag number" if more than one carcass is being surrendered (carcasses must be bagged separately). The entire animal will be surrendered to the WVDNR as quickly as possible; coordination with WVDNR staff is required prior to surrendering the carcass. **Do not drop off carcasses at WVDNR offices without ensuring that qualified staff is available to take receipt of the carcass.** All carcass submittals must be accompanied by a WVDNR Fish and Wildlife Mortality Reporting Form; each carcass must have its own form.
5. Bats will not be collected by shooting.
6. Bats may be banded and released. The band numbers must be embossed and/or printed on the bands. All banding numbers and other banding data must be supplied to the WVDNR as part of the permit reporting process. *Myotis leibii* may not be banded. Bands are available from the WVDNR, and only *Myotis sodalis*, *Myotis septentrionalis* and *Myotis lucifugus* may be banded with WVDNR bands.
7. Only one (1) gestating/pregnant bat may be tracked per 123 acres of non-linear project area or per 0.6 miles of linear project after May 20th.
8. No juvenile bats may be tracked prior to August 1st.
9. Mistnet poles shall be labeled with the company's or researcher's name and contact information.
10. If any work is planned to occur on National Forest or National Park Service lands, agency-specific authorization and/or permits may be required. Permittees are responsible for receiving any and all relevant landowner permissions and/or permits.
11. To minimize the disturbance to hibernating bats, bats will not be collected from hibernacula containing any endangered bat species or other hibernacula known to be important for any species of bat.
12. Follow the current decontamination guidance for White-nose Syndrome provided here: <https://www.whitenosesyndrome.org/>.
13. In addition to the standard permit reporting requirements, the permittee will routinely notify the WVDNR (jared.i.varner@wv.gov) **within 48 hours of capture or handling** any *Corynorhinus* spp., *Myotis sodalis*, *Myotis grisescens*, *Myotis septentrionalis*, *Perimyotis subflavus*, or *Myotis lucifugus*. Photographs showing diagnostic characteristics shall be taken of *Myotis sodalis*, *Myotis grisescens*, *Myotis septentrionalis*, *Myotis lucifugus*, *Perimyotis subflavus*, *Corynorhinus* spp. and

Nycticeius humeralis and provided to the WVDNR. A reporting spreadsheet will be provided via email.

14. REPORTING REQUIREMENTS: Report information electronically via the Final and Rare Bat reporting spreadsheets which will be provided via email. Rare bats will be reported within 48 hours of capture on the rare bat reporting spreadsheet. Additionally, provide copies of all data sheets. Final project reports are appreciated. Reports should be sent to Jared.i.Varner@wv.gov and DNRScientificCollectingPermit@wv.gov.
15. It is recommended that survey proposals be approved by the US Fish and Wildlife Service prior to conducting surveys to assure that surveying guidelines are met.
16. Salvage of dead specimens is permitted and is not covered by the above restrictions, but must be reported to the WVDNR. If dead federally listed species are collected they shall be placed into two sealable plastic bags (i.e., double-bagged) and placed in cold storage. Do not allow the carcass to come into direct contact with cooling media (i.e., ice, freezer packs). The outer bag shall include identifying information on the carcass, including capture location, lead personnel at time of mortality, any recorded measurements, and a tag number if more than once carcass is being surrendered carcasses must be bagged separately). The entire animal will be surrendered to the WVDNR as quickly as possible; coordination with WVDNR staff is required prior to surrendering the carcass. **Do not drop off carcasses at WVDNR offices without ensuring that qualified staff is available to take receipt of the carcass.** All carcass submittals must be accompanied by a WVDNR Fish and Wildlife Mortality Reporting Form; each carcass must have its own form.
17. Requests for exemption from any of the above conditions will be reviewed on a case-by-case basis by the WVDNR.

Federally Listed Crayfishes:

The Big Sandy crayfish (*Cambarus callainus*) and **Guyandotte River** crayfish (*Cambarus veteranus*) are federally listed species. Due to the likelihood of mortality of crayfish during these surveys, surveys conducted in streams that contain or may contain threatened or endangered crayfish may require authorization from the U.S. Fish and Wildlife Service. Permittees are responsible for complying with all relevant state and federal laws, including the Endangered Species Act. You will be required to photo-document and release all crayfish. Coal mining projects in these areas should also have Protection and Enhancement Plans in place to address potential affects to these species.

Affected Streams: **Tug Fork Basin:** Barrenshe Creek, Bradshaw Creek, Buffalo Creek, Clear Fork, Dry Fork, Elkhorn Creek, Grapevine Creek, Hite Fork, Jacobs Fork, Laurel Fork, Little Indian Creek, Marrowbone Creek, Mate Creek, Panther Creek, Pigeon Creek, Rockhouse Fork, South Fork of Tug Fork, Spice Creek, and **Tug Fork** (entire length); **Upper Guyandotte Basin:** Barkers Creek, Big Cub Creek, Brier Creek, Buffalo Creek, Clear Fork, Elk Creek, Gilbert Creek, **Guyandotte River** (from Taplin upstream), Horsepen Creek, Huff Creek, Indian Creek, Island Creek, Laurel Fork, Little Huff Creek, Pinnacle Creek, Rockcastle Creek, Rum Creek, Slab Fork, **Still Run**, Stonecoal Creek, Tommy Creek, and Turkey Creek.

To avoid impacts to crayfishes during reproduction, no surveys will be permitted in these streams from July 20 through September 10.

Candy darter:

Electroshocking is not permissible in streams which have been designated as federal crayfish streams. Seining in these streams may require USFWS approval. This permit does not grant or imply any coverage or concurrence from the U.S. Fish and Wildlife Service. This permit does not grant "take" authorization for federally listed crayfish. Permittees are responsible for complying with all other relevant state and federal laws, including the U.S. Endangered Species Act.

Affected Streams: critical habitat: Camp Creek. All streams are within the New River drainage above Kanawha Falls. Affected streams: Camp Creek; Lower Gauley River from Summersville Dam to Collison Creek, and any permanent tributaries; Upper Gauley River from the headwaters to one-mile upstream of Big Beaver Creek, and any permanent tributaries; Panther Creek, and any permanent tributaries; Cherry River, and any permanent tributaries; North Fork Cherry River, and any permanent tributaries; South Fork Cherry River, and any permanent tributaries; Laurel Creek of Cherry River; and any permanent tributaries; Cranberry River, and any permanent tributaries; Williams River, and any permanent tributaries; Tea Creek, and any permanent tributaries; Straight Creek, and any permanent tributaries; Greenbrier River from Durbin to Knapp Creek, and any permanent tributaries; Knapp Creek, and any permanent tributaries; Sittlington Creek, and any permanent tributaries; Deer Creek, and any permanent tributaries; North Fork of Deer Creek, and any permanent tributaries; East Fork Greenbrier River, and any permanent tributaries; Little River of East Fork, and any permanent tributaries; West Fork Greenbrier River, and any permanent tributaries; and Little River of West Fork, and any permanent tributaries.

Diamond darter:

Electroshocking is not permitted within diamond darter (*Crystallaria cincotta*) critical habitat: Elk River from its confluence with the Kanawha River, upstream to King Shoals.

Collection protocols and reporting database will be provided via email. Please provide the exported Excel spreadsheets as your report. Reports should be sent to jared.i.varner@wv.gov and DNRScientificCollectingPermit@wv.gov.

Subpermittees: Robbie Ferrel, Bethany Wolfe, Bo Wolfe, Jeff Rabbit, Raymond Patterson

If any work is planned to occur in a State Park or State Forest, a permit must be obtained from WVDNR – Parks and Recreation.

If any work is planned to occur on National Forest or National Park Service lands, agency -specific authorizations and/or permits may be required. Permittees are responsible for receiving any and all relevant landowner permissions and/or permits.

Information on specimens, and all parts thereof, including tissue samples, will be included in year-end reporting. Please provide disposition of any voucher specimens or samples, including the collection number if available.

Reporting: The report is due within 45 days of the expiration date of your permit, and should be sent to jared.i.varner@wv.gov and DNRScientificCollectingPermit@wv.gov.

034

APPLICATION FOR WEST VIRGINIA SCIENTIFIC COLLECTING PERMIT

Name: Alex Patterson

Institution/Affiliation: Alliance Consulting, Inc.

Street: 124 Philpott Lane

City: Beaver

State: WV

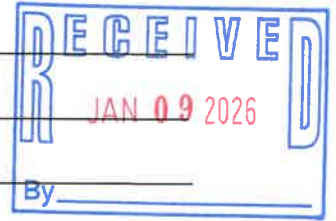
Zip: 28513

Telephone: 304-255-0491

Email: apatterson@aci-wv.com

Profession: Senior Field Supervisor

Major professor: _____



Specific manner of collection Bats: Mist Net, Harp Traps

Benthics: Kick nets

Fish: Backpack and barge elctrofishers, seins

Purpose for which specimens are to be collected (include project name; attach project proposal): _____

Benthic macroinvertebrate sapling, fish community analysis, fish bio accumulation studies, bat presence/absence surveys for threatened and endangered bats.

How will specimens be disposed? All bats will be released on-site.

Benthic and fish specimens will be disposed of by the identifying facility.

Date on which collecting is to be: 1-1-2026

(Commence)

12-31-2026

(Terminate)

County(s) & nearest town(s): Statewide, addenda to follow

If aquatic, indicate stream(s) and nearest town(s): Statewide, addenda to follow

Stream(s) for benthic surveys			Nearest Town	County
Indian Fork and UNTs, Gnatty Creek, Left Branch of Gnatty Creek and UNTs, Big Run and UNTs, Wash Run and UNTs			Century	Barbour/Upshur
Joe Branch, Long Branch, Still Run			Itmann	Wyoming
Short Creek and UNTs, Souttell Run			West Liberty	Ohio
Brook Run and UNTs, Laurel Creek			Mabie	Randolph
Guyandotte River			Itmann	Wyoming
Tug Fork River			Roderfield	McDowell
Laurel Branch and UNTs			Sabine	Wyoming
Sammy Run and UNTs			Walkersville	Lewis
Stream(s) for fish surveys			Nearest Town	County
Indian Fork, Big Run, Left Branch of Gnatty Creek			Century	Barbour/Upshur

NUMBER 2026.036

SCIENTIFIC COLLECTING PERMIT

Under Authority Conferred by Chapter 20, Article 2, Section 50, Code of West Virginia, As Amended

**Braden Hoffman
Alliance Consulting, Inc.
124 Philpott Lane
Beaver, WV 25813**

is hereby permitted to collect specimens according to the attached application and the Special Provisions on the reverse side of this permit.

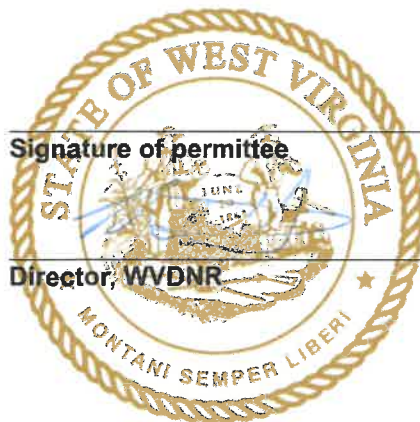
This permit is not transferable and expires on **December 31, 2026**.

A complete list of all specimens collected will be kept and reported to the Director of the Division of Natural Resources of West Virginia no later than 45 days after the expiration date of this permit.

PERMIT PROVISIONS

I understand that (1) The privileges granted under this permit are not transferable, and to allow anyone other than myself to use my permit is unlawful and will be considered cause for revocation of said permit; (2) A Federal Scientific Collection Permit issued by the U.S. Department of Interior must be obtained before any migratory birds, or their nests or eggs, are collected or held in captivity; (3) The Federal Permit does not extend the privileges of the permittee beyond those granted by the Division of Natural Resources; (4) Permission must be obtained from either the owner or the custodian of any fenced or posted land before entering same for the purpose of collecting scientific specimens; (5) It is unlawful to sell, offer for sale, barter, or offer to barter any wildlife collected; (6) When traps or nets or other devices are used UNATTENDED while exercising the privileges of this permit, said traps, nets, or devices must have attached thereto a tag bearing the name, address and number of the Scientific Collecting Permit; (7) It is unlawful to take or attempt to take any wildlife under said permit except for scientific and propagation purposes; (8) A hunting or fishing license must be obtained before specimens may be taken for sport; (9) Only those species or classes of wildlife listed below, and in the numbers stated, may be lawfully taken under said permit; and (10) I am required by law to carry my Scientific Collecting Permit, on my person while exercising the privileges granted thereunder, and to exhibit the permit to anyone requesting to see the same.

Must be signed before valid.



Signature of permittee

Director, WVDNR

Date of issue

1/21/26

IMPORTANT

THE ATTACHED APPLICATION FORM INDICATING SPECIES TO BE COLLECTED, LOCATIONS OF COLLECTIONS, MANNER OF COLLECTION, AND PURPOSE OF COLLECTION IS TO BE CONSIDERED A PART OF THIS PERMIT AND SHOULD REMAIN ATTACHED.

YOU ARE SUBJECT TO THE FOLLOWING COLLECTING AND REPORTING PROVISIONS. FAILURE TO MEET THESE CRITERIA IS GROUNDS FOR REVOCATION OF THE PERMIT AND/OR DENIAL OF FUTURE PERMIT APPLICATIONS AND/OR PENALTIES OR OTHER STRICTURES.

SPECIAL PROVISIONS:

This permit does not grant or imply any coverage or concurrence from the U.S. Fish and Wildlife Service. This permit does not grant "take" authorization for federally listed species. Permittees are responsible for complying with all other relevant state and federal laws, including the U.S. Endangered Species Act. Violation of the Endangered Species Act or Chapter 20 of the WV State Code may lead to arrest and prosecution.

This is a general permit allowing for bat and aquatic surveys. **It is not valid until project-specific information is provided and permit addenda have been issued.**

1. Under no circumstances will a federally listed bat (*Myotis sodalis*, *Myotis grisescens*, *Myotis septentrionalis*, or *Corynorhinus townsendii virginianus*) be intentionally killed for scientific purposes or any other reason. No body tissue or blood can be taken from a federally listed bat.
2. No other bats will be intentionally killed for scientific purposes or any other reason; nor will body tissues, hair samples, or blood be collected. Justification must be provided and written approval granted to take a bat, body tissue, hair sample, or blood.
3. All *Corynorhinus townsendii virginianus*, *Corynorhinus rafinesquii*, *Myotis sodalis*, *Myotis grisescens*, *Myotis septentrionalis*, and *Myotis leibii* will be released immediately (within a few minutes) after capture and at the site of capture.

C. t. virginianus should be removed from the net soon after capture. If there are multiple bats in the net, *C. t. virginianus* should be removed first, if possible, and processed as quickly as possible. Ideally, *C. t. virginianus* will be processed immediately after removal from the net and then released. If this is not possible, gather what data can be obtained immediately while the *C. t. virginianus* is in hand (age, sex, etc.) and release the bat, or put the bat into a **holding cage**. *C. t. virginianus* should not be held more than 10 minutes. **DO NOT PUT THE BAT IN AN INDIVIDUAL BAG OR SMALL CONTAINER.** *C. t. virginianus* are highly social and being held individually in bags increases stress and can lead to mortality.

If *C. t. virginianus* are put in a holding cage, place the cage in a dark, quiet location, and process as soon as possible. If multiple *C. t. virginianus* are captured, place all individuals in a single cage unless this will result in over-crowding; all bats should be able to move freely. If a holding cage becomes full, employ a second cage and place multiple bats in this cage. **Do not put bats of other species in the cage with *C. t. virginianus*.**

C. t. virginianus may be quickly weighed prior to release by placing the bat in a small container.

If a *C. t. virginianus* appears to be going into shock (i.e., becomes limp and unresponsive), place the bat in a dark, quiet location and monitor periodically. Do not place it in a bag, small container, or in a holding cage with other bats. Do not continue to handle the bat. Place the bat on a rock, flat surface, or other area where it can recover and is removed from capture activities and predators.

If a stressed bat recovers, it should be released immediately. Do not attempt to gather additional data on the bat, and do not place a transmitter on the bat.

Holding cages used by the WVDNR measure 11" x 7" x 8" high and are made of plywood and 1/4-inch hardware cloth. Alternative options such as small soft-sided (mesh) pet carriers of a similar size are also suitable. Holding cages should be decontaminated using the most current White-nose Syndrome decontamination guidance after a night of use. Do not decontaminate holding cages within a single net night.

If it is necessary to weigh Virginia big-eared bats, they may be placed in a small container and processed quickly.

4. Mortality of bats of the six species noted in #3 above while exercising the provisions of this permit will be reported within 48 hours to the WVDNR (jared.i.varner@wv.gov; Alexander.Silvis@wv.gov). The permittee will take appropriate precautions to preserve the dead animal. Dead animals shall be placed into two sealable plastic bags (i.e., double-bagged) and placed in cold storage. Do not allow the carcass to come into direct contact with cooling media (i.e., ice, freezer packs). The outer bag shall include identifying information on the carcass, including capture location, lead personnel at time of mortality, any recorded measurements, and a "tag number" if more than one carcass is being surrendered (carcasses must be bagged separately). The entire animal will be surrendered to the WVDNR as quickly as possible; coordination with WVDNR staff is required prior to surrendering the carcass. **Do not drop off carcasses at WVDNR offices without ensuring that qualified staff is available to take receipt of the carcass.** All carcass submittals must be accompanied by a WVDNR Fish and Wildlife Mortality Reporting Form; each carcass must have its own form.
5. Bats will not be collected by shooting.
6. Bats may be banded and released. The band numbers must be embossed and/or printed on the bands. All banding numbers and other banding data must be supplied to the WVDNR as part of the permit reporting process. *Myotis leibii* may not be banded. Bands are available from the WVDNR, and only *Myotis sodalis*, *Myotis septentrionalis* and *Myotis lucifugus* may be banded with WVDNR bands.
7. Only one (1) gestating/pregnant bat may be tracked per 123 acres of non-linear project area or per 0.6 miles of linear project after May 20th.
8. No juvenile bats may be tracked prior to August 1st.
9. Mistnet poles shall be labeled with the company's or researcher's name and contact information.
10. If any work is planned to occur on National Forest or National Park Service lands, agency-specific authorization and/or permits may be required. Permittees are responsible for receiving any and all relevant landowner permissions and/or permits.
11. To minimize the disturbance to hibernating bats, bats will not be collected from hibernacula containing any endangered bat species or other hibernacula known to be important for any species of bat.
12. Follow the current decontamination guidance for White-nose Syndrome provided here: <https://www.whitenosesyndrome.org/>.
13. In addition to the standard permit reporting requirements, the permittee will routinely notify the WVDNR (jared.i.varner@wv.gov) **within 48 hours of capture or handling** any *Corynorhinus* spp., *Myotis sodalis*, *Myotis grisescens*, *Myotis septentrionalis*, *Perimyotis subflavus*, or *Myotis lucifugus*. Photographs showing diagnostic characteristics shall be taken of *Myotis sodalis*, *Myotis grisescens*, *Myotis septentrionalis*, *Myotis lucifugus*, *Perimyotis subflavus*, *Corynorhinus* spp. and

Nycticeius humeralis and provided to the WVDNR. A reporting spreadsheet will be provided via email.

14. **REPORTING REQUIREMENTS:** Report information electronically via the Final and Rare Bat reporting spreadsheets which will be provided via email. Rare bats will be reported within 48 hours of capture on the rare bat reporting spreadsheet. Additionally, provide copies of all data sheets. Final project reports are appreciated. Reports should be sent to Jared.i.Varner@wv.gov and DNRScientificCollectingPermit@wv.gov.
15. It is recommended that survey proposals be approved by the US Fish and Wildlife Service prior to conducting surveys to assure that surveying guidelines are met.
16. Salvage of dead specimens is permitted and is not covered by the above restrictions, but must be reported to the WVDNR. If dead federally listed species are collected they shall be placed into two sealable plastic bags (i.e., double-bagged) and placed in cold storage. Do not allow the carcass to come into direct contact with cooling media (i.e., ice, freezer packs). The outer bag shall include identifying information on the carcass, including capture location, lead personnel at time of mortality, any recorded measurements, and a tag number if more than once carcass is being surrendered carcasses must be bagged separately). The entire animal will be surrendered to the WVDNR as quickly as possible; coordination with WVDNR staff is required prior to surrendering the carcass. **Do not drop off carcasses at WVDNR offices without ensuring that qualified staff is available to take receipt of the carcass.** All carcass submittals must be accompanied by a WVDNR Fish and Wildlife Mortality Reporting Form; each carcass must have its own form.
17. Requests for exemption from any of the above conditions will be reviewed on a case-by-case basis by the WVDNR.

Federally Listed Crayfishes:

The Big Sandy crayfish (*Cambarus callainus*) and **Guyandotte River** crayfish (*Cambarus veteranus*) are federally listed species. Due to the likelihood of mortality of crayfish during these surveys, surveys conducted in streams that contain or may contain threatened or endangered crayfish may require authorization from the U.S. Fish and Wildlife Service. Permittees are responsible for complying with all relevant state and federal laws, including the Endangered Species Act. You will be required to photo-document and release all crayfish. Coal mining projects in these areas should also have Protection and Enhancement Plans in place to address potential affects to these species.

Affected Streams: **Tug Fork Basin:** Barrenshe Creek, Bradshaw Creek, Buffalo Creek, Clear Fork, Dry Fork, Elkhorn Creek, Grapevine Creek, Hite Fork, Jacobs Fork, Laurel Fork, Little Indian Creek, Marrowbone Creek, Mate Creek, Panther Creek, Pigeon Creek, Rockhouse Fork, South Fork of Tug Fork, Spice Creek, and **Tug Fork** (entire length); **Upper Guyandotte Basin:** Barkers Creek, Big Cub Creek, Brier Creek, Buffalo Creek, Clear Fork, Elk Creek, Gilbert Creek, **Guyandotte River** (from Taplin upstream), Horsepen Creek, Huff Creek, Indian Creek, Island Creek, Laurel Fork, Little Huff Creek, Pinnacle Creek, Rockcastle Creek, Rum Creek, Slab Fork, **Still Run**, Stonecoal Creek, Tommy Creek, and Turkey Creek.

To avoid impacts to crayfishes during reproduction, no surveys will be permitted in these streams from July 20 through September 10.

Candy darter:

Electroshocking is not permissible in streams which have been designated as federal crayfish streams. Seining in these streams may require USFWS approval. This permit does not grant or imply any coverage or concurrence from the U.S. Fish and Wildlife Service. This permit does not grant "take" authorization for federally listed crayfish. Permittees are responsible for complying with all other relevant state and federal laws, including the U.S. Endangered Species Act.

Affected Streams: critical habitat: Camp Creek. All streams are within the New River drainage above Kanawha Falls. Affected streams: Camp Creek; Lower Gauley River from Summersville Dam to Collison Creek, and any permanent tributaries; Upper Gauley River from the headwaters to one-mile upstream of Big Beaver Creek, and any permanent tributaries; Panther Creek, and any permanent tributaries; Cherry River, and any permanent tributaries; North Fork Cherry River, and any permanent tributaries; South Fork Cherry River, and any permanent tributaries; Laurel Creek of Cherry River; and any permanent tributaries; Cranberry River, and any permanent tributaries; Williams River, and any permanent tributaries; Tea Creek, and any permanent tributaries; Straight Creek, and any permanent tributaries; Greenbrier River from Durbin to Knapp Creek, and any permanent tributaries; Knapp Creek, and any permanent tributaries; Sitlington Creek, and any permanent tributaries; Deer Creek, and any permanent tributaries; North Fork of Deer Creek, and any permanent tributaries; East Fork Greenbrier River, and any permanent tributaries; Little River of East Fork, and any permanent tributaries; West Fork Greenbrier River, and any permanent tributaries; and Little River of West Fork, and any permanent tributaries.

Diamond darter:

Electroshocking is not permitted within diamond darter (*Crystallaria cincotta*) critical habitat: Elk River from its confluence with the Kanawha River, upstream to King Shoals.

Collection protocols and reporting database will be provided via email. Please provide the exported Excel spreadsheets as your report. Reports should be sent to jared.i.varner@wv.gov and DNRScientificCollectingPermit@wv.gov.

Subpermittees: Robbie Ferrel, Bethany Wolfe, Bo Wolfe, Jeff Rabbit, Raymond Patterson

If any work is planned to occur in a State Park or State Forest, a permit must be obtained from WVDNR – Parks and Recreation.

If any work is planned to occur on National Forest or National Park Service lands, agency -specific authorizations and/or permits may be required. Permittees are responsible for receiving any and all relevant landowner permissions and/or permits.

Information on specimens, and all parts thereof, including tissue samples, will be included in year-end reporting. Please provide disposition of any voucher specimens or samples, including the collection number if available.

Reporting: The report is due within 45 days of the expiration date of your permit, and should be sent to jared.i.varner@wv.gov and DNRScientificCollectingPermit@wv.gov .

036

APPLICATION FOR WEST VIRGINIA SCIENTIFIC COLLECTING PERMIT

Name: Braden Hoffman

Institution/Affiliation: Alliance Consulting, Inc.

Street: 124 Philpott Lane

City: Beaver State: WV Zip: 28513

Telephone: 304-255-0491 Email: bhoffman@aci-wv.com

Profession: Senior Project Scientist Major professor: _____

Specific manner of collection Bats: Mist Net, Harp Traps

Benthics: Kick nets

Fish: Backpack and barge elctrofishers, seins

Purpose for which specimens are to be collected (include project name; attach project proposal): _____

Benthic macroinvertebrate sapling, fish community analysis, fish bio accumulation studies, bat presence/absence surveys for threatened and endangered bats.

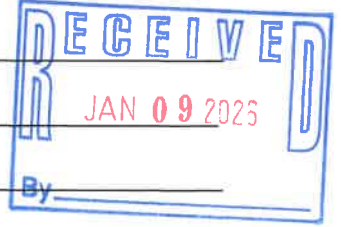
How will specimens be disposed? All bats will be released on-site.

Benthic and fish specimens will be disposed of by the identifying facility.

Date on which collecting is to be: 1-1-2026 12-31-2026
(Commence) (Terminate)

County(s) & nearest town(s): Statewide, addenda to follow

If aquatic, indicate stream(s) and nearest town(s): Statewide, addenda to follow



Stream(s) for benthic surveys	Nearest Town	County
Indian Fork and UNTs, Gnatty Creek, Left Branch of Gnatty Creek and UNTs, Big Run and UNTs, Wash Run and UNTs	Century	Barbour/Upshur
Joe Branch, Long Branch, Still Run	Itmann	Wyoming
Short Creek and UNTs, Souttell Run	West Liberty	Ohio
Brook Run and UNTs, Laurel Creek	Mabie	Randolph
Guyandotte River	Itmann	Wyoming
Tug Fork River	Roderfield	McDowell
Laurel Branch and UNTs	Sabine	Wyoming
Sammy Run and UNTs	Walkersville	Lewis

Stream(s) for fish surveys	Nearest Town	County
Indian Fork, Big Run, Left Branch of Gnatty Creek	Century	Barbour/Upshur



Governor Patrick Morrisey

Director Brett W. McMillion

NUMBER 2026.037

SCIENTIFIC COLLECTING PERMIT

Under Authority Conferred by Chapter 20, Article 2, Section 50, Code of West Virginia, As Amended

**Brandon Lester
Alliance Consulting, Inc.
124 Philpott Lane
Beaver, WV 25813**

is hereby permitted to collect specimens according to the attached application and the Special Provisions on the reverse side of this permit.

This permit is not transferable and expires on December 31, 2026.

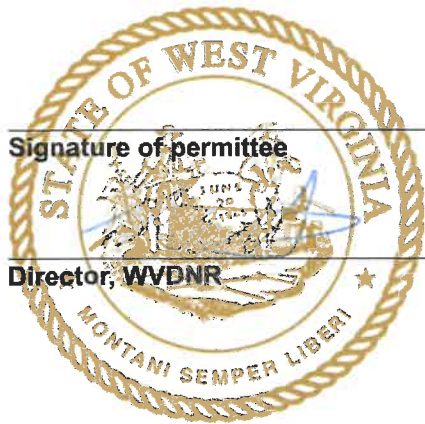
A complete list of all specimens collected will be kept and reported to the Director of the Division of Natural Resources of West Virginia no later than 45 days after the expiration date of this permit.

PERMIT PROVISIONS

I understand that (1) The privileges granted under this permit are not transferable, and to allow anyone other than myself to use my permit is unlawful and will be considered cause for revocation of said permit; (2) A Federal Scientific Collection Permit issued by the U.S. Department of Interior must be obtained before any migratory birds, or their nests or eggs, are collected or held in captivity; (3) The Federal Permit does not extend the privileges of the permittee beyond those granted by the Division of Natural Resources; (4) Permission must be obtained from either the owner or the custodian of any fenced or posted land before entering same for the purpose of collecting scientific specimens; (5) It is unlawful to sell, offer for sale, barter, or offer to barter any wildlife collected; (6) When traps or nets or other devices are used UNATTENDED while exercising the privileges of this permit, said traps, nets, or devices must have attached thereto a tag bearing the name, address and number of the Scientific Collecting Permit; (7) It is unlawful to take or attempt to take any wildlife under said permit except for scientific and propagation purposes; (8) A hunting or fishing license must be obtained before specimens may be taken for sport; (9) Only those species or classes of wildlife listed below, and in the numbers stated, may be lawfully taken under said permit; and (10) I am required by law to carry my Scientific Collecting Permit, on my person while exercising the privileges granted thereunder, and to exhibit the permit to anyone requesting to see the same.

Must be signed before valid.

Signature of permittee _____
Director, WVDNR _____



Date of issue 1/21/26

IMPORTANT

THE ATTACHED APPLICATION FORM INDICATING SPECIES TO BE COLLECTED, LOCATIONS OF COLLECTIONS, MANNER OF COLLECTION, AND PURPOSE OF COLLECTION IS TO BE CONSIDERED A PART OF THIS PERMIT AND SHOULD REMAIN ATTACHED.

YOU ARE SUBJECT TO THE FOLLOWING COLLECTING AND REPORTING PROVISIONS. FAILURE TO MEET THESE CRITERIA IS GROUNDS FOR REVOCATION OF THE PERMIT AND/OR DENIAL OF FUTURE PERMIT APPLICATIONS AND/OR PENALTIES OR OTHER STRICTURES.

SPECIAL PROVISIONS:

This permit does not grant or imply any coverage or concurrence from the U.S. Fish and Wildlife Service. This permit does not grant "take" authorization for federally listed species. Permittees are responsible for complying with all other relevant state and federal laws, including the U.S. Endangered Species Act. Violation of the Endangered Species Act or Chapter 20 of the WV State Code may lead to arrest and prosecution.

This is a general permit allowing for bat and aquatic surveys. **It is not valid until project-specific information is provided and permit addenda have been issued.**

1. Under no circumstances will a federally listed bat (*Myotis sodalis*, *Myotis grisescens*, *Myotis septentrionalis*, or *Corynorhinus townsendii virginianus*) be intentionally killed for scientific purposes or any other reason. No body tissue or blood can be taken from a federally listed bat.
2. No other bats will be intentionally killed for scientific purposes or any other reason; nor will body tissues, hair samples, or blood be collected. Justification must be provided and written approval granted to take a bat, body tissue, hair sample, or blood.
3. All *Corynorhinus townsendii virginianus*, *Corynorhinus rafinesquii*, *Myotis sodalis*, *Myotis grisescens*, *Myotis septentrionalis*, and *Myotis leibii* will be released immediately (within a few minutes) after capture and at the site of capture.

C. t. virginianus should be removed from the net soon after capture. If there are multiple bats in the net, *C. t. virginianus* should be removed first, if possible, and processed as quickly as possible. Ideally, *C. t. virginianus* will be processed immediately after removal from the net and then released. If this is not possible, gather what data can be obtained immediately while the *C. t. virginianus* is in hand (age, sex, etc.) and release the bat, or put the bat into a **holding cage**. *C. t. virginianus* should not be held more than 10 minutes. **DO NOT PUT THE BAT IN AN INDIVIDUAL BAG OR SMALL CONTAINER.** *C. t. virginianus* are highly social and being held individually in bags increases stress and can lead to mortality.

If *C. t. virginianus* are put in a holding cage, place the cage in a dark, quiet location, and process as soon as possible. If multiple *C. t. virginianus* are captured, place all individuals in a single cage unless this will result in over-crowding; all bats should be able to move freely. If a holding cage becomes full, employ a second cage and place multiple bats in this cage. **Do not put bats of other species in the cage with *C. t. virginianus*.**

C. t. virginianus may be quickly weighed prior to release by placing the bat in a small container.

If a *C. t. virginianus* appears to be going into shock (i.e., becomes limp and unresponsive), place the bat in a dark, quiet location and monitor periodically. Do not place it in a bag, small container, or in a holding cage with other bats. Do not continue to handle the bat. Place the bat on a rock, flat surface, or other area where it can recover and is removed from capture activities and predators.

If a stressed bat recovers, it should be released immediately. Do not attempt to gather additional data on the bat, and do not place a transmitter on the bat.

Holding cages used by the WVDNR measure 11" x 7" x 8" high and are made of plywood and 1/4-inch hardware cloth. Alternative options such as small soft-sided (mesh) pet carriers of a similar size are also suitable. Holding cages should be decontaminated using the most current White-nose Syndrome decontamination guidance after a night of use. Do not decontaminate holding cages within a single net night.

If it is necessary to weigh Virginia big-eared bats, they may be placed in a small container and processed quickly.

4. Mortality of bats of the six species noted in #3 above while exercising the provisions of this permit will be reported within 48 hours to the WVDNR (jared.i.varner@wv.gov; Alexander.Silvis@wv.gov). The permittee will take appropriate precautions to preserve the dead animal. Dead animals shall be placed into two sealable plastic bags (i.e., double-bagged) and placed in cold storage. Do not allow the carcass to come into direct contact with cooling media (i.e., ice, freezer packs). The outer bag shall include identifying information on the carcass, including capture location, lead personnel at time of mortality, any recorded measurements, and a "tag number" if more than one carcass is being surrendered (carcasses must be bagged separately). The entire animal will be surrendered to the WVDNR as quickly as possible; coordination with WVDNR staff is required prior to surrendering the carcass. **Do not drop off carcasses at WVDNR offices without ensuring that qualified staff is available to take receipt of the carcass.** All carcass submittals must be accompanied by a WVDNR Fish and Wildlife Mortality Reporting Form; each carcass must have its own form.
5. Bats will not be collected by shooting.
6. Bats may be banded and released. The band numbers must be embossed and/or printed on the bands. All banding numbers and other banding data must be supplied to the WVDNR as part of the permit reporting process. *Myotis leibii* may not be banded. Bands are available from the WVDNR, and only *Myotis sodalis*, *Myotis septentrionalis* and *Myotis lucifugus* may be banded with WVDNR bands.
7. Only one (1) gestating/pregnant bat may be tracked per 123 acres of non-linear project area or per 0.6 miles of linear project after May 20th.
8. No juvenile bats may be tracked prior to August 1st.
9. Mistnet poles shall be labeled with the company's or researcher's name and contact information.
10. If any work is planned to occur on National Forest or National Park Service lands, agency-specific authorization and/or permits may be required. Permittees are responsible for receiving any and all relevant landowner permissions and/or permits.
11. To minimize the disturbance to hibernating bats, bats will not be collected from hibernacula containing any endangered bat species or other hibernacula known to be important for any species of bat.
12. Follow the current decontamination guidance for White-nose Syndrome provided here: <https://www.whitenosesyndrome.org/>.
13. In addition to the standard permit reporting requirements, the permittee will routinely notify the WVDNR (jared.i.varner@wv.gov) **within 48 hours of capture or handling** any *Corynorhinus* spp., *Myotis sodalis*, *Myotis grisescens*, *Myotis septentrionalis*, *Perimyotis subflavus*, or *Myotis lucifugus*. Photographs showing diagnostic characteristics shall be taken of *Myotis sodalis*, *Myotis grisescens*, *Myotis septentrionalis*, *Myotis lucifugus*, *Perimyotis subflavus*, *Corynorhinus* spp. and

Nycticeius humeralis and provided to the WVDNR. A reporting spreadsheet will be provided via email.

14. REPORTING REQUIREMENTS: Report information electronically via the Final and Rare Bat reporting spreadsheets which will be provided via email. Rare bats will be reported within 48 hours of capture on the rare bat reporting spreadsheet. Additionally, provide copies of all data sheets. Final project reports are appreciated. Reports should be sent to Jared.i.Varner@wv.gov and DNRSscientificCollectingPermit@wv.gov.
15. It is recommended that survey proposals be approved by the US Fish and Wildlife Service prior to conducting surveys to assure that surveying guidelines are met.
16. Salvage of dead specimens is permitted and is not covered by the above restrictions, but must be reported to the WVDNR. If dead federally listed species are collected they shall be placed into two sealable plastic bags (i.e., double-bagged) and placed in cold storage. Do not allow the carcass to come into direct contact with cooling media (i.e., ice, freezer packs). The outer bag shall include identifying information on the carcass, including capture location, lead personnel at time of mortality, any recorded measurements, and a tag number if more than once carcass is being surrendered carcasses must be bagged separately). The entire animal will be surrendered to the WVDNR as quickly as possible; coordination with WVDNR staff is required prior to surrendering the carcass. **Do not drop off carcasses at WVDNR offices without ensuring that qualified staff is available to take receipt of the carcass.** All carcass submittals must be accompanied by a WVDNR Fish and Wildlife Mortality Reporting Form; each carcass must have its own form.
17. Requests for exemption from any of the above conditions will be reviewed on a case-by-case basis by the WVDNR.

Federally Listed Crayfishes:

The Big Sandy crayfish (*Cambarus callainus*) and **Guyandotte River** crayfish (*Cambarus veteranus*) are federally listed species. Due to the likelihood of mortality of crayfish during these surveys, surveys conducted in streams that contain or may contain threatened or endangered crayfish may require authorization from the U.S. Fish and Wildlife Service. Permittees are responsible for complying with all relevant state and federal laws, including the Endangered Species Act. You will be required to photo-document and release all crayfish. Coal mining projects in these areas should also have Protection and Enhancement Plans in place to address potential affects to these species.

Affected Streams: **Tug Fork Basin:** Barrenshe Creek, Bradshaw Creek, Buffalo Creek, Clear Fork, Dry Fork, Elkhorn Creek, Grapevine Creek, Hite Fork, Jacobs Fork, Laurel Fork, Little Indian Creek, Marrowbone Creek, Mate Creek, Panther Creek, Pigeon Creek, Rockhouse Fork, South Fork of Tug Fork, Spice Creek, and **Tug Fork** (entire length); **Upper Guyandotte Basin:** Barkers Creek, Big Cub Creek, Brier Creek, Buffalo Creek, Clear Fork, Elk Creek, Gilbert Creek, **Guyandotte River** (from Taplin upstream), Horsepen Creek, Huff Creek, Indian Creek, Island Creek, Laurel Fork, Little Huff Creek, Pinnacle Creek, Rockcastle Creek, Rum Creek, Slab Fork, **Still Run**, Stonecoal Creek, Tommy Creek, and Turkey Creek.

To avoid impacts to crayfishes during reproduction, no surveys will be permitted in these streams from July 20 through September 10.

Candy darter:

Electroshocking is not permissible in streams which have been designated as federal crayfish streams. Seining in these streams may require USFWS approval. This permit does not grant or imply any coverage or concurrence from the U.S. Fish and Wildlife Service. This permit does not grant "take" authorization for federally listed crayfish. Permittees are responsible for complying with all other relevant state and federal laws, including the U.S. Endangered Species Act.

Affected Streams: critical habitat: Camp Creek. All streams are within the New River drainage above Kanawha Falls. Affected streams: Camp Creek; Lower Gauley River from Summersville Dam to Collison Creek, and any permanent tributaries; Upper Gauley River from the headwaters to one-mile upstream of Big Beaver Creek, and any permanent tributaries; Panther Creek, and any permanent tributaries; Cherry River, and any permanent tributaries; North Fork Cherry River, and any permanent tributaries; South Fork Cherry River, and any permanent tributaries; Laurel Creek of Cherry River; and any permanent tributaries; Cranberry River, and any permanent tributaries; Williams River, and any permanent tributaries; Tea Creek, and any permanent tributaries; Straight Creek, and any permanent tributaries; Greenbrier River from Durbin to Knapp Creek, and any permanent tributaries; Knapp Creek, and any permanent tributaries; Sitlington Creek, and any permanent tributaries; Deer Creek, and any permanent tributaries; North Fork of Deer Creek, and any permanent tributaries; East Fork Greenbrier River, and any permanent tributaries; Little River of East Fork, and any permanent tributaries; West Fork Greenbrier River, and any permanent tributaries; and Little River of West Fork, and any permanent tributaries.

Diamond darter:

Electroshocking is not permitted within diamond darter (*Crystallaria cincotta*) critical habitat: Elk River from its confluence with the Kanawha River, upstream to King Shoals.

Collection protocols and reporting database will be provided via email. Please provide the exported Excel spreadsheets as your report. Reports should be sent to jared.i.varner@wv.gov and DNRScientificCollectingPermit@wv.gov.

Subpermittees: Robbie Ferrel, Bethany Wolfe, Bo Wolfe, Jeff Rabbit, Raymond Patterson

If any work is planned to occur in a State Park or State Forest, a permit must be obtained from WVDNR – Parks and Recreation.

If any work is planned to occur on National Forest or National Park Service lands, agency -specific authorizations and/or permits may be required. Permittees are responsible for receiving any and all relevant landowner permissions and/or permits.

Information on specimens, and all parts thereof, including tissue samples, will be included in year-end reporting. Please provide disposition of any voucher specimens or samples, including the collection number if available.

Reporting: The report is due within 45 days of the expiration date of your permit, and should be sent to jared.i.varner@wv.gov and DNRScientificCollectingPermit@wv.gov .

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APPLICATION FOR WEST VIRGINIA SCIENTIFIC COLLECTING PERMIT

Name: Brandon Lester

Institution/Affiliation: Alliance Consulting, Inc.

Street: 124 Philpott Lane

City: Beaver

State: WV

Zip: 25813

Telephone: 304-255-0491

Email: blester@aci-wv.com

Profession: Staff Scientist/Field Engineer

Major professor: _____

Specific manner of collection Benthic macroinvertebrates: kick net

Fish: backpack shocker, pram shocker, seining

Bats: Mist nets and harp traps

Purpose for which specimens are to be collected (include project name; attach project proposal): _____

Benthic macroinvertebrate sampling; fish community analysis and tissue analysis

Bats will be captured for presence/absence surveys

How will specimens be disposed? All bat specimens will be released alive on site.

Benthic specimens will be disposed of by the identifying facility

Date on which collecting is to be: 1-1-2026

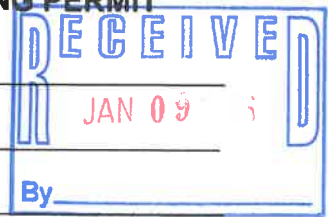
(Commence)

12-31-2026

(Terminate)

County(s) & nearest town(s): Statewide, addenda to follow

If aquatic, indicate stream(s) and nearest town(s): Statewide, addenda to follow



Stream(s) for benthic surveys			Nearest Town	County
Indian Fork and UNTs, Gnatty Creek, Left Branch of Gnatty Creek and UNTs, Big Run and UNTs, Wash Run and UNTs			Century	Barbour/Upshur
Joe Branch, Long Branch, Still Run			Itmann	Wyoming
Short Creek and UNTs, Souttell Run			West Liberty	Ohio
Brook Run and UNTs, Laurel Creek			Mabie	Randolph
Guyandotte River			Itmann	Wyoming
Tug Fork River			Roderfield	McDowell
Laurel Branch and UNTs			Sabine	Wyoming
Sammy Run, and UNTs			Walkersville	Lewis
Stream(s) for fish surveys			Nearest Town	County
Indian Fork, Big Run, Left Branch of Gnatty Creek			Century	Barbour/Upshur

VENDOR ADMINISTRATIVE INFORMATION



5. VENDOR IDENTIFICATION NUMBER

The Vender Identification # as maintained in the WV Oasis system for Alliance Consulting, Inc. is listed below:

000000210866



6. FEDERAL EMPLOYEE IDENTIFICATION NUMBER

The Federal Employee Identification Number for Alliance Consulting, Inc. is listed below:

55-0778450



7. PROOF OF WORKERS COMPENSATION COVERAGE AND PROFESSIONAL LIABILITY INSURANCE

Documentation of the Workers Compensation Coverage and Professional Liability Insurance maintained by Alliance Consulting, Inc. is included on the page that follows.



8. PROOF OF WV SWAM SMALL BUSINESS CERTIFICATION

Proof of WWSWAM Small Business Certification is included on the page that follows.





MARK D. SCOTT
CABINET SECRETARY

STATE OF WEST VIRGINIA
DEPARTMENT OF ADMINISTRATION
PURCHASING DIVISION

SAMANTHA WILLIS
PURCHASING DIRECTOR

June 12, 2024

ALLIANCE CONSULTING INC
124 PHILPOTT LN
BEAVER, WV 25813

Business Office:

This is to notify you that your Small, Women-, and Minority-Owned Businesses (SWAM) Certification Application has been approved based on your representations that the vendor named above meets the definition of a Small, Women-, and Minority-Owned Businesses as set forth in the *West Virginia Code of State Rules* 148-22-1 et seq. This certification becomes effective:

06/12/2024

And shall automatically expire without notice two years after the effective date unless revoked by the Purchasing Director or upon expiration pursuant to the *West Virginia Code of State Rules* 148-22-8. The type(s) of Small, Women-, and Minority-Owned Businesses (SWAM) Certification approved for your entity:

Small Business

At the end of your two-year certification period, if you wish to reapply, please complete a WV-1a form or apply for re-certification through the Vendor Self-Service portal at wvOASIS.gov. Complete renewal instructions, application forms, and a list of all SWAM-Certified entities are available online at www.state.wv.us/admin/purchase/VendorReg.html.

If you have questions, please contact the West Virginia Purchasing Division at 304-558-2311.

Sincerely,

A handwritten signature in black ink, appearing to read "AVillanueva".

Angelina Villanueva
Vendor Registration Coordinator

9. AVS FORM

AVS Form Certification is included on the page that follows.



Office of Surface Mining Reclamation and Enforcement

Instructions for Completing the AML Contractor Form OMB #1029-0119

Purpose: The Office of Surface Mining Reclamation and Enforcement Applicant/Violator System (AVS) office is required to conduct eligibility checks for businesses performing abandoned mine land (AML) reclamation work to ensure those businesses are not associated with any coal mining violations in accordance with the Surface Mining Control and Reclamation Act (SMCRA). This form is used to update the AVS database which maintains relationship information between individuals and their associated businesses. If you have any questions, please contact the AVS Office at 800-643-9748.

Part A: General Information: Part A should be completed by the AML Contractor. You can find an electronic fillable form on our website (<https://www.osmre.gov/programs/regulating-coal-mines/avs>).

Part B: Obtain an Organizational Family Tree (OFT): Part B should be completed by the AML Contractor. An Organizational Family Tree (OFT) indicates the relationships between individuals and their associated business.

You can obtain an OFT two ways:

1. Call the AVS Office at 800-643-9748 to request your company's OFT.
2. Go to the AVS website (<https://avss.osmre.gov>). Click "Access AVS", and then "Login as Guest". Place your cursor on the "Entity" Module and click. Type your business name (or entity number) in search box and press enter. Select your company and then click on the "Relationship" tab to display your Entity OFT information. Print the Entity OFT from AVS. Review the OFT, if you need to make updates complete Part D. Attach the OFT to your AML Contractor Form.

If you are a new company or this is your first AML bid: Your business is most likely **not** in the AVS. If your company does not appear in the AVS database, move on to Part C, check Box 3, and complete Part D of this form.

If your company has worked on previous AML projects or in the coal mining industry: Your business is most likely in the AVS, but may need to be updated. Obtain and review your OFT and then complete Part C.

Part C: Certifying and updating information in the Applicant/Violator System (AVS). Part C should be completed by the AML Contractor. Please check the box that best describes your situation, sign and date.

Note: Signature date must be recent (within 30 days) to be considered.

Part D: OFT Information. Part D should be completed by the AML Contractor **only** if you want to make updates to what information is in the AVS, or if your company **does not** have any information in the AVS. Include **all** fields, including the relevant begin and/or end dates for individuals, including middle name or initial for individuals if possible.

Answers to Part D FAQs:

Which employees should be included in Part D?

Any current or separated employee of significance should be listed. Refer to the list provided at the top of Part D. For those owning less than 10% reporting the ownership is optional. Include those employees who direct, manage, or control the project. If, for example, a Professional Engineer has the power to determine how the project is conducted you should include him/her on Part D.

What address and phone number should I use?

Use the address and phone number where the person receives business correspondence.

What are the begin and end dates for?

Begin dates indicate when a person started in that position in your company. If an individual still works at the company you can simply fill in the begin date and leave the end date blank or write "N/A". **End dates** are used for indicating that someone no longer works in that capacity or is no longer employed at the company. **If an employee has held more than one position** or title, note the begin dates/end dates for each position.

ABANDONED MINE LANDS (AML) CONTRACTOR INFORMATION FORM

You must complete this form for your AML contracting officer to request an eligibility evaluation from the Office of Surface Mining Reclamation and Enforcement (OSMRE) to determine if you are eligible to receive an AML contract. This requirement can be found under OSMRE's regulations at 30 CFR 874.16. **NOTE:** This form must be signed and **dated within 30 days** of submission to be considered for a current bid.

Part A: General Information

Business Name: Alliance Consulting, Inc
 Tax ID #: 55-0778450
 Address: 124 Philpott Lane
 City, State, & Zip: Beaver, WV 25813
 Phone Number: 304.255.0491
 Email Address: bhoffman@aci-wv.com

Part B: Obtain an Organizational Family Tree (OFT) from the Applicant Violator System (AVS)

If you plan to certify the existing AVS information or submit updates under Part C, you must include an OFT. Instructions for downloading an OFT from the AVS can be found at: <https://www.osmre.gov/sites/default/files/2022-02/OMB%201029-0119%20instructions.pdf>. If you require assistance you may contact the AVS Office by phone at: 800-643-9748, or by email at: avshelp@osmre.gov.

Part C: Certifying and updating information in the AVS

Select one of the options, follow the instructions for the selected option, sign, and date below.

I, _____, have express authority to certify that:
 (Print Name)

1. Our business is listed in the AVS. The information is accurate, complete, and up to date. (If you select this option, you must attach an Entity OFT from the AVS to this form). Do not complete Part D.
2. Our business is in the AVS. The information needs to be updated. (If you select this option, you must attach an Entity OFT from the AVS to this form). Complete Part D to provide the missing or corrected information.
3. Our business is not listed in the AVS. The information needs to be added. Complete Part D to provide the information.

5-19-2026

Date

Braden A. Hoffman
 Signature

Sr. Vice President/CFO

Title

Part D: OFT InformationContractor's Business Name: Alliance Consulting, Inc

If the current Entity OFT information for your business is incomplete in the AVS, or if there is no information in the AVS for your business, you must provide all of the following information as it applies to your business. Please include additional copies of this page if the space below is not sufficient to capture all information.

- Every officer (President, Vice President, Secretary, Treasurer, etc.);
- All Directors, Partners, and Members;
- All persons performing a function similar to a Director;
- Every person or business that owns 10% or more of the voting stock in your business;
- Any other person(s) who has the ability to determine the manner in which the AML reclamation project is being conducted.
- **Please list an end date for any person who is no longer with your business.**

Name: Braden Hoffman
 Address: 124 Philpott Lane
 City, State, Zip: Beaver, WV 25813
 Begin Date: _____
 End Date: _____
 % Ownership: 64.89
 Position/Title: Sr. Vice President/CFO
 Phone Number: 304.255.0491

Name: Ryan Cox
 Address: 124 Philpott Lane
 City, State, Zip: Beaver, WV 25813
 Begin Date: _____
 End Date: _____
 % Ownership: _____
 Position/Title: President
 Phone Number: 304.255.0491

Name: Stephen Henderson
 Address: 3 Four Coins Drive
 City, State, Zip: Canonsburg, PA, 15317
 Begin Date: _____
 End Date: _____
 % Ownership: 32.61
 Position/Title: Vice President/COO
 Phone Number: 724.745.3630

Name: Esstate of Charles B. Gillian
 Address: _____
 City, State, Zip: _____
 Begin Date: _____
 End Date: 8-12-2021
 % Ownership: _____
 Position/Title: _____
 Phone Number: _____

PAPERWORK REDUCTION STATEMENT

The Paperwork Reduction Act of 1995 (44 U.S.C 3501) requires us to inform you that: Federal Agencies may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a current valid OMB control number. This information is necessary for all successful bidders prior to the distribution of AML funds, and is required to obtain a benefit.

Public reporting burden for this form is estimated to range from 15 minutes to one hour, with an average of 30 minutes per response, including time for reviewing instructions, gather and maintaining data, and completing and reviewing the form. You may direct comments regarding the burden estimate or any other aspect of this form to the Information Collection Clearance Officer, Office of Surface Mining Reclamation and Enforcement, 1849 C Street, NW, Room 4559, Washington, DC 20240.



U.S. Department of the Interior
Office of Surface Mining Reclamation and Enforcement
Applicant/Violator System

AVS_Visitor
Help Logout

Entities

Previous Search

Entity Number: 251800
Last Name: Alliance Consulting Inc
*** First Name:**
Middle Name:
Alias:
Tax ID:
Memo: AML Contractor
Created: 6/13/2011
Updated: 10/6/2021
Source: benjamin.campbell
Entity Type: Business
Locked: N

Entity #	Entity Name	Suffix	First	Middle	Lock	Type	
251800	Alliance Consulting Inc				N	Business	Select

[Addresses](#)
[Relationships](#)
[Applications](#)
[Permits](#)
[Comments](#)

	Entity #	Parent Entity	Relationship	Entity #	Related Entity	First	% Own	Begin	End	Hold	Hold Source	Create	Update	D
<input type="checkbox"/>	251800	Alliance Consulting Inc	Senior Vice President	264616	Estate of Charles B Gillian		0.00	1/1/2001		None		10/6/2021	10/6/2021	

<input type="checkbox"/>	251800	Alliance Consulting Inc	Owner	264616	Estate of Charles B Gillian		86.00	1/1/2001		None		10/6/2021	10/6/2021	
<input type="checkbox"/>	251800	Alliance Consulting Inc	President	251798	Yon	Claudio	0.00	1/1/2001		None		10/6/2021	10/6/2021	
<input type="checkbox"/>	251800	Alliance Consulting Inc	Vice President	264617	Hoffman	Braden	0.00	12/31/2020		None		10/6/2021	10/6/2021	
<input type="checkbox"/>	251800	Alliance Consulting Inc	Vice President	264618	Henderson	Stephen	0.00	8/1/2021		None		10/6/2021	10/6/2021	
<input type="checkbox"/>	251800	Alliance Consulting Inc	Member	251796	All Con LLC		0.00	1/1/2001	4/1/2018	None		6/13/2011	5/7/2018	

