

Western Pennsylvania  
Conservancy



**ANNOUNCEMENT**

**REQUEST FOR PROPOSALS  
FOR  
Tree Removals - Borough of East Stroudsburg and City of Scranton**

The Western Pennsylvania Conservancy, with central offices located at 800 Waterfront Drive, Pittsburgh, Pennsylvania, in conjunction with Pennsylvania DCNR Bureau of Forestry, is accepting proposals for contracts to remove dead and high-risk trees as a bundled project in eastern Pennsylvania for the Borough of East Stroudsburg and within the city of Scranton along the Lackawanna River Heritage walking trail.

This process is an open call for qualified contractors.

Western Pennsylvania Conservancy is a tax-exempt organization. Proposal prices should be calculated **without** the applicable sales tax.

**Proposals must be received by e-mail (submitted as one PDF) no later than 4:00 PM, Monday, April 6<sup>th</sup> 2026. Proposals must be sent to:**

Ned Brockmeyer | Urban and Community Forestry Program Manager  
ISA Certified Arborist IN-3458A, TRAQ  
PA Department of Conservation and Natural Resources  
Bureau of Forestry | Rural & Community Forestry Section  
400 Market St | Harrisburg, PA 17105  
Phone: 717.772.8298 Cell: 717.682.2870  
[c-nbrockme@pa.gov](mailto:c-nbrockme@pa.gov)

If you mail in a hard copy of your proposal, please email or call Ned Brockmeyer in advance so he will know to expect it at the WPC front office.

Ned Brockmeyer will contact you to confirm receipt of all proposals. Please contact him by phone if you do not receive a response to your mail or e-mail submission.

Proposals will become the property of WPC. They will not be returned.

## **Introduction:**

The Western Pennsylvania Conservancy (WPC) is seeking proposals from qualified firms to complete tree removals (excluding all stumps) along the Lackawanna River Heritage trail in Scranton, and within the Borough of East Stroudsburg this winter. The entirety of both project sites are within or adjacent to 2024 DEP environmental justice areas OR CJEST areas. East Stroudsburg trees in question are along Washington Street, South Courtland Street, North Green Street, Day Street and Crystal Street, and near Zacharias Pond. These trees and others within the Borough will require official TRAQ assessments prior to removal.

In Scranton, 30 hazard trees have been identified along the Lackawanna River Trail, maintained by the Lackawanna River Conservation Association. TRAQ assessments will be required prior to removal but the trees in question are all confined to the River Trail. No others within city limits are to be assessed for removal at this time.

All of the trees are either standing dead or informally assessed by a PA DCNR ISA TRAQ certified arborist to be high or extreme risk to at least one target, according to a Level 2 ISA Tree Risk Assessment. This work is part of regional community forestry projects administered by WPC through partnerships with organizations such as the PA Department of Conservation and Natural Resources, Penn State Extension Urban Forestry, and local DCNR Service Foresters.

WPC has developed a thorough community forestry methodology that engages thousands of volunteers and community residents, utilizes the expertise of local urban forestry professionals, procures local, top-quality materials, and follows the latest and best urban and community forestry practices. WPC relies on contractors for completing high quality services and holds all contractors accountable for timely corrections on any subpar work or damage to property. When undertaking work in the field on behalf of WPC, the contractor is responsible for upholding high professional standards and courtesy with the public.

Bids from any qualified firm will be accepted by WPC for review. WPC encourages proposals from Disadvantaged Business Enterprises.

## **Proposal Submission Items, please include the following in your proposal submission:**

- A brief overview of the contractor's business
- Statement of related experience
- General statement of organization and qualifications of the contractor
- Statement of price and schedule
- The names of least three (3) references that you have done major work for over the past five (5) years

## **Statement of Price**

Contractors must submit an itemized spreadsheet or form with cost per removal of each tree. Bids should **not** include the removal of the stumps. A map and list of all removals is included with this document. Contractors must also submit an estimated timeline of when the work is expected to be scheduled, if awarded. WPC reserves the right to decrease the scope of work based on bids and funding.

The contractor will be required to warrant that all goods and services furnished will be designed, constructed, and performed so as to comply with the Williams Steiger Occupational Safety and Health Act of 1970, as amended from time to time, and the rules, regulations, and standards issued thereunder by any applicable governmental authority will apply to the goods and services furnished.

The Contractor will be required to warrant that all chemical substances sold by it to WPC comply with and are inventoried or registered pursuant to the requirements of the Toxic Substance Control Act, and rules and regulations issued thereunder by all applicable governmental authorities and in accordance with environmentally acceptable guidelines.

It is the intention of WPC not to purchase any products that contain asbestos or asbestos components in the equipment or materials to be supplied by the contractor. The Contractor will be required to warrant that all equipment and materials to be supplied by the Contractor are free of asbestos, except in the extent that such asbestos is specifically identified in writing by the Contractor and specifically accepted in writing by the WPC.

**Evaluation:**

Proposals will be evaluated by WPC staff.

**Fees:**

Payment of fees will be made on a percentage of completion method. Progress payments will be approved at the discretion of WPC's Senior Director of Community Forestry and TreeVitalize Pittsburgh.

**General Requirements:**

1. **VENDOR'S REPRESENTATIONS:** The vendor, by making a proposal, represents that (a) the vendor has read and understands the proposal documents, terms and conditions, and the proposal is made in accordance therewith; and (b) the proposal is based upon the materials, equipment, systems, or services specified.
2. **SUBMISSION OF PROPOSALS:** The proposal and other documents required to be submitted with the proposal shall be submitted via e-mail, and be marked as "Confidential." Proposals shall be delivered prior to the time and date for receipt of proposals. Proposals received after the time and the date for the proposal opening will be returned. The vendor shall assume full responsibility for timely delivery for receipt of proposals.
3. **MODIFICATION OR WITHDRAWAL OF PROPOSALS:** Prior to the time and date designated for receipt of proposals, a proposal submitted may be modified or withdrawn by notice to the

party receiving proposals at the place designated for receipt of proposals. Such notice shall be in writing over the signature of the vendor and shall be received prior to the designated time and date for receipt of proposals. A modification shall be worded so as not to reveal the amount of the original proposal.

4. **OPENING OF PROPOSALS:** Proposals shall be opened by WPC shortly after the time and date proposals are due.
5. **REJECTION OF PROPOSALS:** WPC shall have the right to reject any and all proposals, in whole or part; to reject a proposal not accompanied by data required by the proposal documents; or reject a proposal, which is in any way incomplete or irregular.
6. **ACCEPTANCE OF PROPOSAL (AWARD):** It is the intent of WPC to award a contract to the vendor who can demonstrate the necessary experience to complete this site prep and properly install landscape trees. WPC shall have the right to waive informalities or irregularities in a proposal received and to accept the proposal, which in the WPC's judgment, is in the WPC's own interests.
7. **SUBCONTRACTING:** The awarded Agreement may not be assigned and the services may not be subcontracted by the Contractor without the prior written consent of WPC.
8. **TAX EXEMPTION:** Western Pennsylvania Conservancy is exempt from federal and state taxes and will not pay or reimburse such taxes.

**GENERAL:**

To obtain additional information contact, or make arrangements for a site visit:

Ned Brockmeyer | Urban and Community Forestry Program Manager  
ISA Certified Arborist IN-3458A, TRAQ  
PA Department of Conservation and Natural Resources  
Bureau of Forestry | Rural & Community Forestry Section  
400 Market St | Harrisburg, PA 17105  
Phone: 717.772.8298 Cell: 717.682.2870

Discussions and interviews may be held with vendors under final consideration prior to making a selection for award; however, proposals may be accepted without such discussions or interviews.

In the event that mutually acceptable terms cannot be reached within a reasonable period of time, WPC reserves the right to undertake negotiations with the next most advantageous vendor without undertaking a new procurement process.

**Nondiscrimination Policies**

The Western Pennsylvania Conservancy ("WPC") is committed to ensuring equal employment and contractual opportunities. All employment and contractual decisions, policies, and practices are to be made, developed, and conducted in accordance with applicable federal, state and local anti-discrimination laws.

WPC, its contractors, and agents will not engage in or tolerate unlawful discrimination (including any form of unlawful harassment or retaliation) on account of a person's sex/gender, age, race, pregnancy (including pregnancy, childbirth or medical conditions related to pregnancy or childbirth, including recovery from childbirth), ethnicity, color, religion, creed, national origin, nationality, ancestry, citizenship, immigrant status, military status, veteran status, mental or physical disability or handicap, perceived disability or handicap, genetic information, sexual orientation, gender identity, marital status, familial status, domestic partner or civil union status, or membership in any other protected group.

WPC receives funding from public and private entities and adheres to all required nondiscrimination policies and practices in addition to its own. All sub-awardees, contractors, and agents must agree to follow all local, state, and federal government requirements as well as meet WPC's standards for nondiscrimination.

### **U.S. Department of Agriculture**

In accordance with Federal law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, disability, and reprisal or retaliation for prior civil rights activity. (Not all prohibited bases apply to all programs.)

Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotope, and American Sign Language) should contact the responsible State or local Agency that administers the program or USDA's TARGET Center at **(202) 720-2600** (voice and TTY) or contact USDA through the Federal Relay Service at **(800) 877-8339**.

To file a program discrimination complaint, a complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form, which can be obtained online, at <https://www.ascr.usda.gov/sites/default/files/USDA-OASCR%20P-Complaint-Form-0508-0002-508-11-28-17Fax2Mail.pdf>, from any USDA office, by calling **(866) 632-9992**, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted to USDA by:

**mail:**

U.S. Department of Agriculture  
Office of the Assistant Secretary for Civil Rights  
1400 Independence Avenue, SW  
Washington, D.C. 20250-9410; or

**fax:**

(833) 256-1665 or (202) 690-7442;

**email:** [program.intake@usda.gov](mailto:program.intake@usda.gov).

This institution is an equal opportunity provider

## Pennsylvania Department of Conservation & Natural Resources

1. In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the grant agreement or any subgrant agreement, contract, or subcontract, the Grantee, a subgrantee, a contractor, a subcontractor, or any person acting on behalf of the Grantee shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the *Pennsylvania Human Relations Act* (PHRA) and applicable federal laws, against any citizen of this commonwealth who is qualified and available to perform the work to which the employment relates.
2. The Grantee, any subgrantee, contractor or any subcontractor or any person on their behalf shall not in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, against or intimidate any of its employees.
3. Neither the Grantee nor any subgrantee nor any contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, in the provision of services under the grant agreement, subgrant agreement, contract or subcontract.
4. Neither the Grantee nor any subgrantee nor any contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate against employees by reason of participation in or decision to refrain from participating in labor activities protected under the *Public Employee Relations Act*, *Pennsylvania Labor Relations Act* or *National Labor Relations Act*, as applicable and to the extent determined by entities charged with such Acts' enforcement, and shall comply with any provision of law establishing organizations as employees' exclusive representatives.
5. The Grantee, any subgrantee, contractor or any subcontractor shall establish and maintain a written nondiscrimination and sexual harassment policy and shall inform their employees in writing of the policy. The policy must contain a provision that sexual harassment will not be tolerated and employees who practice it will be disciplined. Posting this Nondiscrimination/Sexual Harassment Clause conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the grant services are performed shall satisfy this requirement for employees with an established work site.
6. The Grantee, any subgrantee, contractor or any subcontractor shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, against any subgrantee, contractor, subcontractor or supplier who is qualified to perform the

work to which the grant relates.

7. The Grantee and each subgrantee, contractor and subcontractor represents that it is presently in compliance with and will maintain compliance with all applicable federal, state, and local laws and regulations relating to nondiscrimination and sexual harassment. The Grantee and each subgrantee, contractor and subcontractor further represents that it has filed a Standard Form 100 Employer Information Report (“EEO-1”) with the U.S. Equal Employment Opportunity Commission (“EEOC”) and shall file an annual EEO-1 report with the EEOC as required for employers’ subject to *Title VII* of the *Civil Rights Act of 1964*, as amended, that have 100 or more employees and employers that have federal government contracts or first-tier subcontracts and have 50 or more employees. The Grantee, any subgrantee, any contractor or any subcontractor shall, upon request and within the time periods requested by the Commonwealth, furnish all necessary employment documents and records, including EEO-1 reports, and permit access to their books, records, and accounts by the granting agency and the Bureau of Diversity, Inclusion and Small Business Opportunities for the purpose of ascertaining compliance with the provisions of this Nondiscrimination/Sexual Harassment Clause.
8. The Grantee, any subgrantee, contractor or any subcontractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subgrant agreement, contract or subcontract so that those provisions applicable to subgrantees, contractors or subcontractors will be binding upon each subgrantee, contractor or subcontractor.
9. The Granter’s and each subgrantee’s, contractor’s and subcontractor’s obligations pursuant to these provisions are ongoing from and after the effective date of the grant agreement through the termination date thereof. Accordingly, the Grantee and each subgrantee, contractor and subcontractor shall have an obligation to inform the commonwealth if, at any time during the term of the grant agreement, it becomes aware of any actions or occurrences that would result in violation of these provisions.
10. The commonwealth may cancel or terminate the grant agreement and all money due or to become due under the grant agreement may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the granting agency may proceed with debarment or suspension and may place the Grantee, subgrantee, contractor, or subcontractor in the Contractor Responsibility File.