



# **BISHOP PAIUTE TRIBE**

## **REQUEST FOR PROPOSAL RESIDENTIAL FENCE INSTALLATION**

Bishop Paiute Tribe  
50 N Tu-Su Ln  
Bishop, CA 93514

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The Bishop Paiute Tribe (the “Tribe”) is seeking proposals for

**Qualified and licensed contractors** to provide labor, materials, equipment, and related services necessary to install a fence around a residential property occupied by a Tribal family. The purpose of this project is to enhance the safety, security, and protection of the home and surrounding property.

### **General Information**

- **Proposal Due Date:** 6/12/2025, 5:00 P.M.
- **Submission Format:** Single PDF document sent via email or mail to:

Ambrosia Stone  
Bishop Paiute Tribe  
50 Tu Su Lane  
Bishop, CA 93514  
760-873-3584  
[ambrosia.stone@bishoppaiute.org](mailto:ambrosia.stone@bishoppaiute.org)

### **1. Project Description**

The selected contractor shall provide all labor, supervision, equipment, materials, permits (if required), and related services necessary to complete the project, including but not limited to:

- Site inspection and project assessment.
- Removal and disposal of any minor obstructions necessary for fence installation.
- Installation of a new perimeter fence surrounding the residential property (1 acre).
- Installation of gates as required for vehicle and pedestrian access.
- Fence posts, hardware, and materials suitable for long-term durability and residential use.
- Compliance with all applicable building codes, safety standards, and Tribal requirements.
- Final site cleanup upon project completion.

### **Fence Specifications**

Contractors should provide recommendations and pricing for:

- Chain-link fencing.
- Wood privacy fencing.

Proposals should identify:

- Fence height.
- Material specifications.
- Gate specifications.



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- Estimated project timeline (NO MORE THAN 30 DAYS).
- Warranty information.

## **2. Response Format**

***Each proposal must follow the format below and be submitted via email in a single PDF.***

Proposals shall include:

1. Company Information
  - Business name
  - Contact person
  - Address
  - Phone number
  - Email address
2. Project Approach
  - Description of proposed fence type and installation method.
  - Estimated start and completion dates.
3. Cost Proposal
  - Itemized labor costs.
  - Itemized material costs.
  - Equipment costs (if applicable).
  - Total project cost.
4. References
  - Three references for similar residential fence installation projects.

## **3. Selection Criteria**

Proposals will be evaluated based on the following:

1. **Cost Effectiveness (40%)**
2. **Contractor and Quality Experience (20%)**
3. **Quality of Material Proposed (20%)**
4. **Ability to meet Project Timeline (20%)**

## **4. Interview Process and Award**

A committee of individuals representing the Tribe will evaluate all proposals. Following this evaluation process, the committee may elect to ask certain respondents to complete an oral interview before the committee. The purpose of the interview is to allow those further selected firms to expand and discuss their written responses.



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The Tribe reserves the right to **interview shortlisted firms** before final selection. Final award is subject to Tribal approval and the Tribe may reject any proposal for any reason. Debriefs on selection or scoring will not be provided.

**Final Selection:**

The final selection of the successful respondent(s) is scheduled to be completed by **Monday, June 15, 2026**. The successful respondent will assume their responsibilities thereafter.

**5. Rules Governing Proposals**

**Confidentiality:**

The content of all proposals will be kept confidential throughout the selection process and afterward. Copies of any proposal will not be shared with other respondents.

**Late Submissions:**

Proposals not received before the date and time specified will not be considered and will be returned to the proposer unopened.

**Acceptance / Rejection of Submittal:**

The Tribe reserves the right to reject any or all responses to this RFP, to waive minor irregularities in any proposal or the RFP procedures, and to accept any proposal presented that meets or exceeds these specifications, and which is deemed to be in the best interests of the Tribe. However, the requirements for timelines shall not be waived.

**TERO Compliance:**

This is a Federally funded project, and Bishop Paiute Tribal Prevailing wages apply. Tribal Employment Rights Ordinance (TERO) regulations apply and TERO Compliance Plan Agreements will be required. The 4% TERO administrative fee for this project has been waived by the Bishop Paiute Tribal Council per Tribe Resolution T2021-59.

The Bishop Paiute Tribe is a federally recognized Indian Tribe and is exempt from Sales Tax. As such, all bids should not include any California sales tax on the materials purchased for installation on this project but will be required to pay the Tribal Materials Tax of 6%.

**6. Appendix A: DISPUTE RESOLUTION LANGUAGE**

**DISPUTE RESOLUTION:** The parties agree to the following:



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- a. The parties agree that any dispute under this Agreement shall be resolved in accordance with the following procedures:
- b. **Best Efforts To Negotiate.** In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement or the breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question, or disagreement before resorting to arbitration and litigation. To this effect, the senior executives of this Agreement shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties.
- c. **Retention of Sovereign Immunity.** Except as provided for in this Section, the Tribe, by entering into this Agreement, and performing the obligations the Tribe has assumed and agreed to perform hereunder and thereunder, does not waive, limit, or modify its sovereign immunity from unconsented suit or judicial litigation.
- d. **Scope of Waiver.** Subject to the provisions in this Section, the Tribe hereby expressly waives the jurisdiction of any courts of the Tribe which purports to have jurisdiction over any matter involving the Tribe and waives its sovereign immunity from unconsented suit and consents to suit in accordance with and pursuant to the terms and provisions of this Section. The Tribe shall execute and deliver such documentation as Contractor may reasonably request for the purpose of verifying the effectiveness of the limited waiver of sovereign immunity pursuant to the terms and provisions hereof.
- e. **Mediation.** If the parties cannot settle their dispute through negotiation within thirty (30) business days after referral of a dispute to them, the parties agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to litigation, or some other dispute resolution procedure.
- f. **Procedural Requirements.** The Tribe will provide a waiver of limited sovereign immunity as to Unconsented Suit or Judicial Litigation if and only if, each and every one of the following conditions are met:
- i. The claim is made by a Contractor as designated, herein, and not by any other Person, corporation, Partnership, or entity, whatsoever.
  - ii. The claim alleges an Event of Default or contract breach by the Tribe of one or more specific obligations or duties the Tribe assumed pursuant to the terms and provisions of this Agreement.
  - iii. The claim seeks either (i) money damages for an Event of Default under this Agreement or (ii) injunctive relief as provided for in this Agreement.
  - iv. The recipient of the waiver does not make any claim for monetary damages against any member of the Tribe in connection with the operative facts giving rise to the claim, provided, however, that the Tribe acknowledges and agrees and shall not apply with respect to any action in which the Tribe asserts any claim, counter-claim or cross-claim for monetary damages against any officer, director, member, shareholder, attorney or advisor of a Partner in their individual capacity.
- g. **Governing Law.** The Partners agree that any dispute arising out of or in connection with this Agreement shall be resolved first pursuant to applicable Tribal law; second, federal law; third, pursuant to the applicable laws of the State of California if no Tribal or federal law applies. If any Tribal laws apply, they must be exhausted in Tribal Proceedings before moving to any federal or state court.



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- h. **Service of Process.** In any proceeding brought pursuant to this Agreement, the Tribe consents to service made in accordance with the notice provisions of this Agreement or pursuant to the Federal Rules of Civil Procedure.
- i. **Enforcement.** The Tribe expressly waives sovereign immunity from a judgment or order consistent with the terms and provisions, which is final because either the time for appeal thereof has expired or the judgment or an order is issued by a court having final appellate jurisdiction over the matter. The Tribe waives its sovereign immunity in, and consents to the jurisdiction of, to be sued in and to accept and be bound by any order or judgment of the United States District Court for the Eastern District of California and any federal court having appellate jurisdiction thereover, consistent with the terms and provisions of this Section. Notwithstanding any contrary term or provision of this Agreement, in the event that the United States District Court for the Eastern District of California declines to exercise jurisdiction over any case or action arising under or in connection with this Agreement, the Tribe expressly consents to the jurisdiction of, and agrees to be bound by any order or judgment of Courts of the State of California with jurisdiction over Inyo County, California, and any Court with appellate jurisdiction thereover, and all of the terms and provisions of Section IV.c shall apply with full force and effect to actions in such Court, including, without limitation, any actions commenced pursuant to Section IV.h hereof.
- j. **Jurisdiction.** Subject to the provisions of Bishop Paiute Tribal Law, any additional jurisdiction shall within this Agreement pursuant to mediation or litigation shall be governed and construed in accordance with the laws of the State of California, without regard for choice of law provisions. The parties hereto consent to the nonexclusive jurisdiction of any state or federal Court located in Inyo County, California, USA. Each Party submits to the personal jurisdiction of such courts and waives all objections to that jurisdiction and venue