



snpink'tn (Penticton) Indian Band

**REQUEST FOR PROPOSAL**

**SKAHA INTERSECTION CULTURAL ART  
INSTALLATION**

**Date of Issue:**

February 21, 2025

**Closing Location:**

snpink'tn (Penticton) Indian Band  
841 Westhills Drive  
Penticton, BC, V2A 0E8

**Closing Date and Time:**

Date: April 4, 2025  
Time: 4:00pm Pacific Time

**Contact:**

Direct all enquiries to PIB Planner, by email,  
to: Emily Proskiw, Planner  
snpink'tn (Penticton) Indian Band  
[eproskiw@pib.ca](mailto:eproskiw@pib.ca)

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## 1.0 Introduction and Objectives

### 1.1 Overview

Snpink'tn (Penticton) Indian Band (PIB) is seeking proposals from PIB Member artists or artist teams for the creation of a permanent public art installation. This artwork will be prominently displayed adjacent to the HWY 97/Skaha Lake Drive intersection within Penticton, alongside information kiosks and vehicle parking spaces to encourage education and information sharing about this important place.

The goal of this project is to develop a unique and impactful Indigenous outdoor art installation that will serve as a landmark and cultural touchstone for the community and visitors. The installation should engage the public, share cultural knowledge, and contribute positively to the surrounding environment.

### 1.2 Project Description

PIB is seeking proposals from a qualified PIB Member artist or artist team for a Cultural Art Installation for the Skaha intersection. The art installation will be based on the captik<sup>wł</sup> for the syilx place name: q<sup>w</sup>ci<sup>?</sup>s snk<sup>l</sup>ip (coyote's winter home).

PIB and the BC Ministry of Transportation and Transit (MoTT) are working together to redevelop the HWY 97 and Skaha Lake Drive Intersection for improved traffic flows and pedestrian safety. An important part of this project is highlighting the significance of this area to the syilx Nation.

This syilx place name for this area is q<sup>w</sup>ci<sup>?</sup>s snk<sup>l</sup>ip (coyote's winter home). This place name comes from the captik<sup>wł</sup> (the documentation of syilx knowledge) of how snk<sup>l</sup>ip (coyote) brought salmon to the people of snpink'tn (Penticton) and got his forever q<sup>w</sup>ci<sup>?</sup> (winter home) built. A shortened version of this captik<sup>wł</sup> as referenced by IndigiNews (told by Jeannette Armstrong and published by Athena Bonneau), is provided in **Appendix A** for reference.

### 1.3 Project Location

Space adjacent to the intersection has been retained for the placement of a pedestalled cultural art installation, information kiosks, and vehicle parking spaces to encourage education and information sharing about this significant landmark. The draft site plan showing the approximate location of the art piece is shown in a map in **Appendix A**. Final decision of the exact art installation location will be made by PIB based on the medium and scale of the successful art piece proposal.

### 1.4 Project Team

The creation and installation of this art piece is a collaborative project team process between the successful artist, PIB, the BC Ministry of Transportation and Transit (MoTT), TRUE Consulting, and a structural engineer. The roles and responsibilities of each team member are outlined below:

- Artist – Designs and creates the art piece, engages with the project team, and delivers the art piece to site
- PIB – Artwork selection and review, decision of final artwork location and site plan, coordination of logistics
- Ministry of Transportation and Transit – Assist with artwork location, logistics, and overall scheduling
- TRUE Consulting – Engineering consultant to assist with site access, layout, safety, and good

engineering practice

- Structural Engineer – TBD – perform structural review of the artwork and design the artwork foundation.

### 1.5 **Eligibility**

PIB Member artists or teams of PIB artists of all experience levels are invited to respond to this request for proposals.

## 2.0 Background Reference Materials

The following background information is available for this project:

- Shortened version of the captik<sup>wl</sup> of snklip's (coyote's) q<sup>wc</sup>i? (winter home) as referenced by IndigiNews (told by Jeannette Armstrong and published by Athena Bonneau) is located in **Appendix A.**
- Preliminary site plan is located in **Appendix B.**

### 3.0 Proposal Requirements

#### 3.1 Artistic Concept

Describe your proposed artwork, including medium, scale, and design. How does your concept connect to the captikʷl of qʷciʔs snkʷlip (coyote's winter home) and the history of the area?

#### 3.2 Design Renderings

Provide visual representations of the proposed installation.

#### 3.3 Artistic Qualifications

Provide a resume and an artist portfolio that highlights your relevant experience and artistic background.

If a team of artists is submitting a proposal, a resume and portfolio from each artist is required.

#### 3.4 Work Samples and References

Submit at least three examples of past work that demonstrate your ability to create site-specific artwork. Provide client references for each work sample who can speak to your work on that project.

#### 3.5 Fee Estimate

Provide a fee estimate, including total project cost and a breakdown of costs into the following suggested categories:

- Fees for revisions or edits to art concept
- Artist fees for creating the art piece
- Fabrication costs
- Costs for delivery of the art piece to the site
- Consultation meetings with project team
- Honoraria for Elders and knowledge keepers
- Mileage and incidentals
- Supplies and materials

Fee estimates may deviate from the above suggested categories as determined by the artist(s).

## 4.0 Instructions to Proponents

### 4.1 Proposal Submission

Proposals shall be submitted through one of the following methods

1. To the PIB Planner by email:  
Emily Proskiw  
Planner  
Email: [eproskiw@pib.ca](mailto:eproskiw@pib.ca)
2. Hand delivered or mailed to the PIB administration office:  
snpink'tn (Penticton) Indian Band  
841 Westhills Drive  
Penticton, BC, V2A 0E8  
  
Attention: Emily Proskiw, Planner

### 4.2 Proposal Submission Date and Time

Proposals shall be submitted to snpink'tn (Penticton) Indian Band by **4:00pm Pacific Time, April 4, 2025.**

Late submissions will not be accepted.

### 4.3 Enquires by Proponents During the Proposal Period

Direct all enquires during the proposal period to the PIB Planner by email to:

Emily Proskiw  
Planner  
Email: [eproskiw@pib.ca](mailto:eproskiw@pib.ca)

PIB shall not be responsible for Proponents adjusting their proposals based on oral instructions by any member of PIB. RFP documents shall only be modified by issuance of an addendum by the PIB Planner office.

### 4.4 Proposal Submission

The proposal shall be submitted to the proposal submission location noted in section 4.1 and by the proposal submission date and time noted in section 4.2.

### 4.5 Proposal Evaluation Process

#### 4.5.1 Method of Evaluation

After the Proposal Submission Date and Time, PIB will open the submission and distribute to the PIB evaluators. Each PIB evaluator shall use the following evaluation criteria to assess the proposal.

Each section of the proposal shall be reviewed and awarded a percentage of the maximum possible score according to the following evaluation scale table. Note that each proposal is evaluated separately, and it is possible for more than one proposal to be awarded the same Percent of Total Points Possible.

EVALUATION SCALE TABLE		
Percent of Total Points Possible	Quality Summary	Description
100	Excellent	Surpasses PIB expectations
85	Good	Sound response that fully meets PIB expectations
75	Acceptable	Acceptable response that meets basic requirements and poses acceptable risk
50	Weak	Unacceptable response that does not meet the basic requirements and poses considerable risk
25	Seriously Deficient	Deficient response in many areas and poses unacceptable risk
0	Unacceptable	Response is completely unacceptable or missing

Based on the preceding Evaluation Scale Table, the Weighting Criteria for each Section of the Proposal is described as follows:

PROPOSAL WEIGHTING CRITERIA		
ITEM	EVALUATION CRITERIA	TOTAL POINTS
1	<p><b>Artistic Concept and Design Renderings</b> The proponent provides a concept for the art installation that reflects the theme and demonstrates the Proponent understands the objectives of the project.</p>	400
2	<p><b>Artistic Qualifications</b> The Proponent provides a resume and artist portfolio that highlights relevant experience and artistic background.</p>	300
3	<p><b>Work Samples</b> Submit at least three examples of past work that demonstrate your ability to create durable, site-specific artwork.</p>	300
TOTAL POINTS		1000

*4.5.2 Final Determination of the Successful Proponent*

The evaluation process noted above will determine the Proponent with the highest point score. PIB **may** deem the Proponent with the highest point score to be the successful Proponent or PIB **may** conduct an interview with a minimum of the two Proponents with the highest point scores.

Should the PIB choose to conduct interviews, the results and impressions from the interviews will be combined with the total point scores to determine which Proponent is deemed to be the successful Proponent.

PIB shall notify all Proponents in writing once a decision has been made, whether successful or unsuccessful.

## 5.0 Additional Information

### 5.1 Addenda

Proponents are advised that distribution of all subsequent information regarding this RFP shall be by addendum and distributed by email by the PIB PM to all registered Proponents. It is each Proponent's responsibility to acknowledge to the PM by return email that all addenda and additional information is received.

### 5.2 Proponent's Responsibility

Proposals are evaluated against specific criteria and factors noted in these Terms of Reference. It is the responsibility of the Proponent to ensure their proposal clearly demonstrates how these evaluation criteria and factors will be addressed in their performance of the work.

### 5.3 Debriefing

Unsuccessful Proponents will **not** be debriefed by PIB.

### 5.4 Not a Tender Call

This RFP is not a tender call, and the submission of any response to this RFP does not create a tender process. This RFP is not an invitation for an offer to contract and it is not an offer to contract made by PIB.

By this RFP, PIB reserves to itself the absolute and unfettered discretion to invite submissions, consider and analyse submissions, select a Proponent, or attempt to negotiate an Agreement with any Proponent as PIB considers desirable. Without limiting the generality of the foregoing, PIB reserves the right to:

- Reject or consider any compliant submission whether it contains all information required by this RFP.
- Require clarification where a submission is unclear prior to award.
- Reject any or all submissions without any obligation, or any compensation or reimbursement, to any Proponent or any other person associated with this RFP process.
- Disqualify or reject any submission without discussion with the submitting party.
- Reject any proposal that PIB considers is not in its best interests.
- 

### 5.5 No Obligation to Proceed

Though PIB fully intends at this time to proceed through the RFP process and to have the project completed, PIB is under no obligation to proceed. The receipt by PIB of any information (including any submissions, ideas, plans, drawings, models, or other materials communicated or exhibited by any Proponent, or on its behalf) shall not impose any obligations on PIB. There is no guarantee by PIB, its officers, employees, or agents, that the process initiated by the issuance of this RFP will continue, or that this RFP process or any RFP process will result in a contract with PIB for the development of the project.

### 5.6 PIB's Decision-Making Power

PIB has the power to make any decision, or to exercise any contractual right or remedy, contemplated in this RFP at its own absolute and unfettered discretion.

#### 5.7 Irrevocability of Proposals

By submission of a clear and written notice, the Proponent may amend or withdraw its proposal prior to the closing date and time. Upon closing time, all proposals become irrevocable. By submission of a proposal, the Proponent agrees that should its proposal be successful, the Proponent will enter into an Agreement with PIB as stated in Section 6.17.

#### 5.8 Proponents' Expenses

Proponents are solely responsible for their own expenses in preparing a proposal and for subsequent negotiations with PIB, if any. If PIB elects to reject all proposals, PIB will not be liable to any Proponent for any claims, whether for costs or damages incurred by the Proponent in preparing the proposal, loss of anticipated profit in connection with any contract, or any other matter whatsoever.

#### 5.9 Proposal Validity

Proposals will be open for acceptance for at least 60 days after the closing date.

#### 5.10 Form of Agreement

Upon the award of this assignment, the successful Proponent shall enter into an Agreement with PIB. The Form of Agreement is in **Appendix C** of this RFP.

The Proponent shall ensure all terms contained in the Form of Agreement have been carefully considered by the Proponent and included in its proposal.

#### 5.11 Right and Title

The Artist and the PIB agree that upon payment of the Purchase Price the PIB shall have full right and title to the Art Piece. Any copyright, trademark, or other artistic or legal rights that the Artist may hold in relation to the Art Piece will be immediately transferred to the PIB by the Artist without any further documentation being required to evidence same. The Artist may not replicate the Art Piece without first obtaining the consent of the PIB in writing.

#### 5.12 Negotiation Delay

If a written Agreement cannot be negotiated within thirty days of notification of the successful Proponent, PIB may, at its sole discretion at any time, thereafter, terminate negotiations with that Proponent and either negotiate with the next qualified Proponent or choose to terminate the RFP process and not enter into an Agreement with any of the Proponents.

#### 5.13 Agreement with Terms

By submitting a proposal, the Proponent agrees to all the terms and conditions of this RFP.

#### 5.14 **Modification of Terms**

PIB reserves the right to modify the terms of the RFP at any time at its sole discretion.

#### 5.15 **Laws of British Columbia**

Any Agreement resulting from this RFP will be governed in accordance with the laws of the Province of British Columbia.

#### 5.16 **Health and Safety Requirements**

The Proponent shall strictly comply with the current Occupational Health and Safety Regulations and Workers Compensation ACT of WorkSafeBC and the safety policies/procedures of PIB. Other applicable federal, provincial, and local regulations or policies concerning the health and safety of works and the public in general shall also be followed.

#### 5.17 **Liability for Errors**

While PIB has expended considerable efforts to ensure an accurate representation of information in this RFP, the information contained in this RFP is supplied solely as a guideline for Proponents. The information is not guaranteed or warranted to be accurate by PIB, nor is it necessarily comprehensive or exhaustive. Nothing in this RFP is intended to relieve Proponents from forming their own opinions and conclusions with respect to the matters addressed in this RFP.

#### 5.18 **Confidentiality**

Any Proponent and any other person who, through this RFP process, gains access to confidential information of PIB is required to keep strictly confidential all information which in any way reveals confidential business, financial or investment details, programs, strategies, or plans, learned through this RFP process. This requirement will continue with respect to such information learned by the successful Proponent, if any, over the course of any contract for service which arises out of this RFP process.

#### 5.19 **Conflict of Interest**

The Proponent warrants that, at the date of submitting a proposal, no conflict of interest exists or is likely to arise in the performance of its obligations under the contract, if the Proponent is selected by PIB.

If, during the term of the Contract, a conflict or risk of conflict arises, the Proponent undertakes to notify PIB immediately in writing of that conflict or risk and take any steps that PIB reasonably requires to resolve the conflict or deal with the risk.

**APPENDIX A**

Shortened version of the caption of the artwork

## How snk'lip brought salmon to snpinktn

The shortened captikw' on the syilx Place Name qw'ci?s snk'lip (coyote's winter home)

BY ATHENA BONNEAU, LOCAL JOURNALISM INITIATIVE REPORTER • [ARTS, FEATURES, OKANAGAN](#) • FEBRUARY 6, 2022



A view of qw'ci?s snk'lip (coyote's winter home) on syilx Territory. Photo by Athena Bonneau

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*names space, and reclaim them for them for our Nation.*

Jeannette Armstrong shares her knowledge on the place name for q<sup>w</sup>čiʔs snk<sup>l</sup>ip, which is “geographically, the centre of the Okanagan,” she says.

*snk<sup>l</sup>ip is a coyote and q<sup>w</sup>čiʔs means winter home*, so the phrase translated from nsyilxcən (the syilx language) to English is “coyote’s winter home,” explains Armstrong, who is a professor of Indigenous Studies and a Canada Research Chair in Indigenous Knowledge and Philosophy at UBC Okanagan.

There are many stories of snk<sup>l</sup>ip (coyote), who teaches the syilx people their laws through captik<sup>w</sup>l (the documentation of syilx knowledge), about how they should treat each other, how to live and survive on the land and what protocols to follow.

In this shortened captik<sup>w</sup>l, you will learn how snk<sup>l</sup>ip brought salmon to people of snpinktn (Penticton) and how snk<sup>l</sup>ip got his forever q<sup>w</sup>čiʔs (winter home) built in snpinktn.

snk<sup>l</sup>ip was at the mouth of the Columbia and found these sisters who had dammed the river so salmon couldn’t come through.

snk<sup>l</sup>ip had to find a way to trick the sisters into accepting him, so he could break the dam and bring salmon to the People.

So snk<sup>l</sup>ip decided he would change himself into a little baby. First, he would get the sisters to accept him as a little brother. Then he would become their husband to ensure an alliance was made.

The law snk<sup>l</sup>ip is teaching us by becoming their husband is how chiefs traditionally made marriages in these other villages. So they’d have relatives in that community to trade and get food from.

The marriage allowed snk<sup>l</sup>ip to break the dam and bring the salmon up. After, he went to every community in the syilx Territory and asked if they wanted salmon to swim up

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The people from snpinktn agreed — however snk'lip said if they wanted salmon, then he would need a home there, and he would need to have a wife in order to have a home.

So the Hereditary Chief built q'w'ci?s snk'lip (coyote's winter home) for snk'lip and gave him a wife because he brought salmon to the people.

“They built his home because they wanted him to be here and so that he'd always come back,” says Armstrong, who is a [Penticton Indian Band](#) member.

“For us, it's a marker and it marks who we are as a people from this community.”

q'w'ci?s snk'lip holds another significance to the people from snpinktn because it also relates to the name of the community. pinktn means *all the time* or *permanently*. So snpinktn relates to a place where there will always be syilx people.



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“There’s never going to be a time when our people are not here,” Armstrong adds.

The difference of a q<sup>w</sup>ci<sup>?</sup>s (winter home) to a sx<sup>w</sup>ul<sup>t</sup>x<sup>w</sup> (summer home) is that a sx<sup>w</sup>ul<sup>t</sup>x<sup>w</sup> (summer home) moves around with you while travelling to hunt or dig roots.

“The q<sup>w</sup>ci<sup>?</sup>s stays in place; you never move the q<sup>w</sup>ci<sup>?</sup>s around. You never move your home around,” Armstrong explains.

The Penticton Indian Band logo of two sn<sup>k</sup>lip facing each other was designed by Armstrong, in honour of q<sup>w</sup>ci<sup>?</sup>s sn<sup>k</sup>lip and sn<sup>k</sup>lip’s two sides — what is good and bad for the people.

One side is a teacher of the law, good and betterment for people. The other side of it is that the only way you can know what’s good is you also have to be knowledgeable about what’s not good for the people.

So sn<sup>k</sup>lip also shows us that the worst traits of any person are to be selfish, greedy, lazy, a bully, conniving, oversexed with many wives — by being all those things himself, he teaches the syilx people is that if you can see how bad those things are, for you as an individual or family or for your community, then you should be able to change for the better.

The side is where it becomes law that the people are not to do these things or act that way. You’re not to treat anybody in their community disrespectfully, lie about them, abuse them or hurt them — because they’re your people.

“When people are like that, they’re breaking the law. That’s what that house means, q<sup>w</sup>ci<sup>?</sup>s sn<sup>k</sup>lip, so all the communities in the syilx nation, that’s how we’re supposed to be,” says Armstrong.

Armstrong tells IndigiNews it is crucial to her to uphold and pass on her knowledge about ancestral syilx place names because this is unceded territory and place names identify the people and the knowledge of that place.

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*Cultural Knowledge shared in this story is not to be used for monetization of any kind. Please take this as a gift. It is an offering of story and being invited into this knowledge should be considered an honour. Please keep it safe.*

**Kinship Connection:** Athena Bonneau is the granddaughter of Jeannette Armstrong, featured in this story. It is with great honour we share our kinship ties.

**Language Protocol:** According to nsyilxcən language speakers, there are no capitalizations in the spellings of any nsyilxcən words. In an egalitarian society, capitalization insinuates there is something that holds more importance over another, and that does not fall in line with syilx ethics.



## Author

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### **ATHENA BONNEAU, LOCAL JOURNALISM INITIATIVE REPORTER**

My ancestry includes Okanagan Syilx and Northern Cree. I was born and raised on the unceded territory of the Penticton Indian Reserve. My journalism experience includes working as the Indigenous correspondent for Global Okanagan. I am passionate about representing Indigenous Peoples in today's world, while respecting and acknowledging history, following traditional protocol, and producing truthful work with integrity as an Indigenous woman.

Athena's work is supported in part with funding from the Local Journalism Initiative in partnership with The Discourse and APTN.

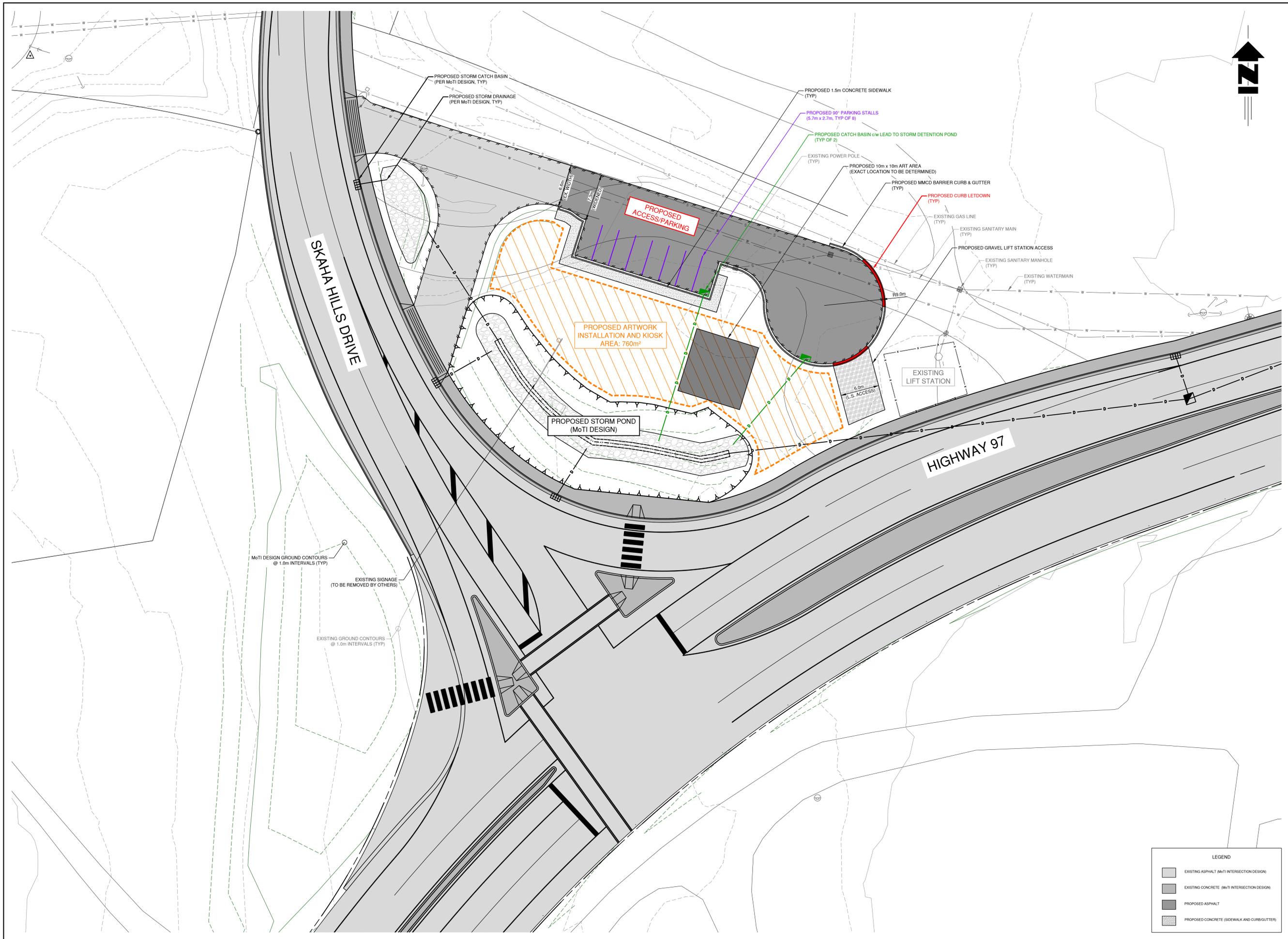
## Related Stories

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**APPENDIX B**  
Draft Site Plan



EXISTING	PROPOSED	DESCRIPTION
		ASPHALT ROAD
		GRAVEL ROAD
		SANITARY MAIN
		SANITARY FORCEMAIN
		SANITARY MANHOLE SERVICE & IC
		STORM MAIN
		STORM DITCH SERVICE & IC
		STORM CULVERT SERVICE & IC
		STORM MANHOLE CB - STD & SIDE INLET
		DRYWELL
		WATER MAIN SERVICE & CURB STOP VALVE
		STANDPIPE
		HYDRANT
		GAS POWER
		TEL CABLE
		ST LIGHT CONDUIT POLE & ANCHOR
		STREET LIGHT
		CONTROL MONUMENT
		IRON POST
		TRAVERSE HUB

No.	DATE	DESCRIPTION	BY	APP'D
1	NOV 09/24	ISSUED FOR CLIENT REVIEW	SA	ED

ISSUES / REVISIONS

CONSULTANT SEAL



2089 Falcon Road • Kamloops BC • V2C 4J2  
tel 250.828.0881 • info@true.ca



**HIGHWAY 97 AND SKAHA HILLS DRIVE ARTWORK**

**SITE PLAN**

SCALE 0 1:250 10

DESIGN BY ED  
DRAWN BY SA  
DATE NOVEMBER 2024

PROJECT REFERENCE No. 1009-371

DRAWING No. SHEET 1 OF 1  
1009-371-01 ISSUE-REV 1

LEGEND	
	EXISTING ASPHALT (MoTI INTERSECTION DESIGN)
	EXISTING CONCRETE (MoTI INTERSECTION DESIGN)
	PROPOSED ASPHALT
	PROPOSED CONCRETE (SIDEWALK AND CURB/GUTTER)

**APPENDIX C**  
Artist Agreement

**THIS AGREEMENT** made as of \_\_\_\_\_, \_\_\_\_\_, 2025.

**AS BETWEEN:**

\_\_\_\_\_  
(hereinafter referred to as the “**Artist**”)

**AND:**

**Penticton Indian Band** of 841 Westhills Drive, Penticton, BC  
V2A 0E8

(hereinafter referred to as the “**PIB**”)

(each a “**Party**” and collectively the “**Parties**”)

**WHEREAS:**

- A. The PIB put out a request for proposals (the “RFP”) for the creation of an art piece to be placed at the Skaha Hills Drive/Highway 97 Intersection.
- B. The Artist was the successful bidder in the RFP.
- C. The Artist and the PIB have agreed that the Artist will create the art piece as shown on Schedule “A” (the “Art Piece”) which will be owned by the PIB.

**NOW THEREFORE** for valuable consideration, the Artist and the PIB agree as follows:

- 1. The Artist will create the Art Piece and provide it to the PIB on or before \_\_\_\_\_. The PIB shall, in its sole discretion, decide whether the Art Piece is acceptable to it. If the Art Piece is not acceptable then the PIB may require revisions to the Art Piece or cancel this Agreement without any monies being owed to the Artist.
- 2. If the Art Piece is acceptable to the PIB, the PIB shall, within fourteen (14) days of such acceptance pay the Artist the sum of \_\_\_\_\_ in full satisfaction of the purchase of the Art Piece by the PIB (the “Purchase Price”).
- 3. The Artist and the PIB agree that upon payment of the Purchase Price the PIB shall have full right and title to the Art Piece. Any copyright, trademark, or other artistic or legal rights that the Artist may hold in relation to the Art Piece will be immediately transferred to the PIB by the Artist without any further documentation being required to evidence same.
- 4. The Artist may not replicate the Art Piece without first obtaining the consent of the PIB in writing.
- 5. Should the Artist breach this Agreement the Artist acknowledges that the PIB has the right to full indemnification, including, but not limited to, legal fees incurred by the PIB on a solicitor and own client basis. The PIB may seek injunctive relief if the Artist replicates the Art Piece without its consent.

Whereby the Artist and the PIB have executed this Agreement on \_\_\_\_\_, \_\_\_\_\_, 2025.

**PENTICTON INDIAN BAND** by its authorized signatory:

\_\_\_\_\_  
**Name:**

Date: \_\_\_\_\_

I, \_\_\_\_\_, have read and understand this Agreement, and agree to be bound by all of its terms.

\_\_\_\_\_  
**Name:**

Date: \_\_\_\_\_