

Assessor Name & Title:

Date of Evaluation:

Evaluating Agency / Studio:

Commission Evaluated:

S.P.A.C.E. PROCUREMENT MATURITY DIAGNOSTIC

Site-Specific Public Art Certification of Excellence Self-Assessment Worksheet for Procurement Architectures

Directions: Select the single descriptive block that most accurately reflects your active solicitation, contracting, funding or asset-management practice across each of the nine operational metrics below.

Tier 1: Sourcing & Intake Operations (30 Points Max)

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Metric 1: Sourcing Instrument & Point of Entry

- ☐ **0 Points (Open Speculative RFP / Below Average):** The initial point of entry for all applicants is an uncompensated Request for Proposals (RFP). The solicitation requires artists to produce custom, site-specific design concepts, conceptual narrative, technical research, or visual renderings upfront as a mandatory condition simply to be evaluated or considered for an opportunity.
- ☐ **5 Points (Unstandardized Open RFQ / Institutional Average):** The initial point of entry is an open Request for Qualifications (RFQ) that does not require upfront conceptual designs or visual renderings. The solicitation requests unstandardized credentials (such as 10 to 20 portfolio images with year, costs, dimensions, etc., and generic statements) and lists a broad, open-ended menu of undefined potential media, material and contextual outcomes.
- ☐ **10 Points (Standardized Capability RFQ / Certified Standard):** The initial point of entry is a structured Request for Qualifications (RFQ) that defines and details a specific asset typology or physical placement upfront (such as a freestanding plaza sculpture, suspended atrium installation, or integrated surface paving) and strictly prohibits uncompensated design labor. Submissions are constrained to a uniform intake standard (a fixed set of past completed case studies answering specific problem/solution prompts for submitted portfolio samples, paired with targeted statement prompts and strict resume page limits).

Metric 2: Evaluation Mechanics & Shortlist Processing

- ☐ **0 Points (Uncalibrated Adjudication / Below Average):** Open candidate pools are evaluated, shortlisted, or selected through informal discussions, unguided shows of hands, or unweighted committee consensus without an established scoring rubric.
- ☐ **5 Points (Flat Consensus Rubric / Institutional Average):** Review panels evaluate open candidate pools using a single, flat scorecard where technical feasibility, community context, and administrative criteria share identical mathematical weight across all reviewer scorecards.
- ☐ **10 Points (Partitioned Validation Engine / Certified Standard):** Evaluators process qualification submittals independently through partitioned review tracks (technical peers, community stakeholders, and municipal asset stewards). Scores are averaged within each specific group before weighting so that individual outlier scores cannot skew the overall result, automatically advancing the top 3 to 5 highest-scoring finalists.

[Reset Assessment Form](#)

Metric 3: Finalist Proposal Phase & Estimation Boundaries

- ☐ **0 Points (Unfunded Speculative Competition / Below Average):** The procurement process issues an uncompensated Request for Proposals (RFP), either bypassing the initial Request for Qualifications (RFQ) entirely or paying finalists a \$0 stipend, forcing applicant proposals to include binding pricing and fabrication schedules based on un-engineered conceptual sketches and unknown site parameters.
- ☐ **5 Points (Nominal Stipend & Render Mandate / Institutional Average):** Shortlisted finalists enter a competitive proposal phase with nominal stipends (\$500 to \$1,500) and fewer than 30 days to deliver fixed pricing, schedule, and high-fidelity 3D visual renderings before structural site engineering has occurred.
- ☐ **10 Points (Deliverable-Bound Honoraria & Confidence Caps / Certified Standard):** Solicitations enforce deliverable-bound proposal honoraria (\$2,500 minimum for basic spatial packages; \$5,000–\$7,500 for advanced technical packages, scaling progressively by +\$500 per \$100k for project allocations exceeding \$450,000). Preliminary proposal budgets and schedules carry formal accuracy confidence caps (capped at 70% cost/timeline certainty, utilizing Class C preliminary budget estimates and P70 schedule models) paired with written feasibility declarations from fabricators and engineers.

Tier 2: Contracting & Legal Equity (35 Points Max)

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Metric 4: Legal Agreement Architecture

- ☐ **0 Points (Commodity Purchase Order / Below Average):** Procurement relies on standard municipal Purchase Orders (POs) or generic independent contractor vendor agreements without public-art-specific clauses. Contracts contain no professional design service provisions, completely omit federal moral rights (VARA) terms or statutory protections, lack copyright definitions, and treat the finished installation strictly as delivered commercial inventory.
- ☐ **5 Points (All-Inclusive Lump-Sum Commission / Institutional Average):** The agency utilizes a formal, dedicated Public Art Agreement drafted by legal counsel that recognizes the project as a custom civic commission. However, the contract bundles creative design, structural engineering, fabrication oversight, and site installation into a single fixed lump sum. To insulate the commissioning body from operational risk, the agreement enforces blanket moral rights (VARA) waivers, broad municipal indemnification clauses, and anti-replication restrictions, legally requiring the artist to operate as the prime contractor who must absorb material supply-chain fluctuations and civil site delays out of their fixed design fee.
- ☐ **10 Points (Phased Professional Services / Certified Standard):** Project delivery is structured across sequential, phase-gated professional services agreements (Concept Discovery, Schematic Engineering, and Construction Administration) concluded by formal validation gates before downstream capital is authorized. The artist is contracted as a professional design consultant delivering Instruments of Service; licensed engineers of record and industrial fabrication trades are contracted directly by the commissioning entity (or decoupled under separate commercial asset agreements), legally insulating design compensation from civil construction liabilities.

Metric 5: Financial Flow, Insurance, & Underwriting

- ☐ **0 Points (Unmitigated Contractor Liability / Below Average):** Non-risk specific classifications of general liability insurance are standard requirements for the artist throughout all contract phases. Retrospective billing terms regularly require the studio to finance upfront project expenses out of pocket.
- ☐ **5 Points (Gross Capital Pass-Through / Institutional Average):** The gross capital construction budget passes entirely through the artist's personal or studio operating accounts as phased disbursements tied to contract delivery milestones. The artist is required to disburse funds to industrial subcontractors, manage gross tax withholdings, and absorb professional insurance classifications associated with general contracting construction services.
- ☐ **10 Points (Fee Isolation & Retainer Mobilization / Certified Standard):** Professional design fees are legally separated from heavy construction capital; disbursements for licensed engineers and fabricators do not flow through the artist's account. Insurance requirements are tiered to active phases (design E&O vs. manufacturing/installation), and mobilization retainers are disbursed upon contract execution prior to phase commencement.

Metric 6: Active Project Risk & Collaboration Covenants

- ☐ **0 Points (Unilateral Seizure & Site Liability / Below Average):** Contracts enforce blanket Work-for-Hire or termination-for-convenience clauses that allow the commissioning body to seize uncompleted designs while controlling compensation. Concurrently, the contract offloads all civil and physical site liabilities onto the artist, requiring the studio's fixed budget to absorb all costs for unexpected field adjustments, substrate remediations, and civil clashes required to complete installation.
- ☐ **5 Points (Unhedged Volatility & Remediation Risk / Institutional Average):** The artist is held to fixed commercial pricing and delivery timelines regardless of market movements or civil schedule shifts/delays. The studio personally absorbs the costs of field delays, site remediation, and downstream reworks if unintegrated art elements clash with civil engineering.
- ☐ **15 Points (Bilateral Covenants & Dynamic Fluctuation Gates / Certified Standard):** Contracts establish reciprocal collaboration covenants binding all project consultants to enforceable response windows (such as 5 to 7 business days for technical RFIs). Master agreements include objective commodity-index triggers for material adjustments, intellectual property clawback/termination payout protocols, and foreign exchange indexing for non-domestic artists.

Tier 3: Lifecycle & Digital Governance (35 Points Max)

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Metric 7: Capital Sourcing & Budget Structure

- ☐ **0 Points (Discretionary & Sporadic Funding / Below Average):** Program funding relies on sporadic philanthropic donations, one-off grants, or discretionary municipal budget lines that fluctuate or disappear during local economic contractions or political turnovers.
- ☐ **5 Points (Pro-Cyclical CapEx Allocations / Institutional Average):** Funding relies almost exclusively on transactional, construction-linked percent-for-art ordinances or private developer levies tied strictly to specific building footprints. This introduces spatial density disparities across the municipality and leaves completed works with zero ongoing maintenance reserves.

- ☐ **10 Points (Principal-Protected Cultural Endowment / Certified Standard):** Capital infrastructure is decoupled from construction cycles through a principal-protected cultural endowment or dedicated non-tax revenue streams. The fund is governed under strict fiduciary standards with a conservative 4% to 5% rolling drawdown cap, legally firewalled against all general fund sweeps.

Metric 8: Post-Installation Operations & Structural Liability

- ☐ **0 Points (Unbudgeted Maintenance Vacuum / Below Average):** Physical asset conservation is unbudgeted and unmonitored; no formal maintenance records, warranty terms, or structural inspection schedules exist.
- ☐ **5 Points (Reactive Self-Insurance / Institutional Average):** Maintenance is handled reactively out of general municipal or departmental operating accounts after physical degradation or vandalism occurs. Assets are onboarded without any certified as-built engineering documentation.
- ☐ **10 Points (Structural Indemnity Transfer & Logged Maintenance / Certified Standard):** Asset closeout executes a formal transfer of structural indemnity (such as a certified deed of acceptance), conditioned on stamped as-built engineering drawings and certified material or weld test logs to safely shift long-term structural liability onto the commissioning entity's insurance ledger. Ongoing maintenance is logged at regular pre-scheduled intervals and is funded through non-discretionary reserves.

Metric 9: Intellectual Property & Technology Governance

- ☐ **0 Points (Extractive Terms & Unilateral Control / Below Average):** Contracts force the artist to assign full copyright to the commissioning body (or classify the project as Work-for-Hire), enforce sweeping moral rights waivers allowing unnotified alteration or destruction, and permit commercial retail merchandising without separate licensing agreements, artist attribution, or royalties.
- ☐ **5 Points (Blanket Waivers & Static Contracts / Institutional Average):** The artist retains master copyright, but the contract enforces a mandatory blanket moral rights (VARA) waiver to protect municipal site flexibility, providing no formal consultation pipeline or right of first refusal prior to alteration, relocation, or demolition. Interactive, kinetic, or digital media installations are procured under static physical contracts with no source-code escrow, hardware replacement sinking funds, or software obsolescence plans.
- ☐ **15 Points (Bilateral Equity & Modernized Governance / Certified Standard):** The agency replaces blanket waivers with a Bilateral Right of Integrity Covenant (objective exit triggers, right of first refusal for conservation, mandatory 90-day relocation pipeline, permanent historical plaque); defines commercial merchandising royalties; and (where digital/kinetic) mandates source code escrow, hardware replacement sinking funds, and edge data privacy firewalls.

Maturity Level Execution Ledger

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To establish an agency's operational standing, tally the points selected across all nine metrics (30 points max for Tier 1, 35 points max for Tier 2, and 35 points max for Tier 3) and locate the aggregate total on the Master Execution Ledger below.

Total Score	Maturity Level	S.P.A.C.E. Designation	Operational Diagnostic Profile	Primary Strategic Priority
0 – 15 Pts	Level 1	Uncalibrated Baseline	Uncompensated speculative RFPs; commodity PO purchasing; unmonitored maintenance; unilateral rights extraction.	Eliminate speculative design calls; establish baseline professional service contract terms.
16 – 35 Pts	Level 2	Standard Compliance Baseline	Broad, unstandardized RFQs; \$500–\$1,500 stipends; lump-sum general contractor burden; flat consensus voting; reactive repairs.	Transition from lump-sum vendor agreements to phased professional services; institute deliverable-bound honoraria.
36 – 60 Pts	Level 3	Isolated Outlier Baseline	Qualifications-based selection; funded proposals; credentialed juries; phased contracts lacking material indexing or long-tail reserves.	Codify reciprocal collaboration timelines; separate trade risk; establish structural indemnity closeout protocols.
61 – 75 Pts	Level 4	S.P.A.C.E. Silver Certified	Standardized capability intake; partitioned evaluation tracks; deliverable-bound proposal compensation with confidence caps.	Modernize the adjudication engine; hardcode the three-phase legal shield to unlock Gold certification.
76 – 90 Pts	Level 5	S.P.A.C.E. Gold Certified	7-juror hybrid juries; decoupled trade contracting; advance mobilization retainers; bilateral response covenants.	Establish principal-protected capital endowments and digital asset governance to achieve Platinum status.
91 – 100 Pts	Level 6	S.P.A.C.E. Platinum Certified	Permanent cultural endowments; structural indemnity transfers; data-logged maintenance;	Maintain five-year platform compliance audits and global registry project tracking.

Total Score	Maturity Level	S.P.A.C.E. Designation	Operational Diagnostic Profile	Primary Strategic Priority
			bilateral integrity covenants; smart-city data firewalls.	

Diagnostic Maturity Level Profiles

Level 1: Uncalibrated Baseline (0 – 15 Points / Below Average Standard)

- **Intake Exposure:** Solicitations default to open, uncompensated Requests for Proposals (RFPs), requiring artists to provide speculative spatial concepts, renderings, and technical research upfront simply to be considered.
- **Adjudication Deficit:** Open candidate pools are shortlisted through informal conversations, unguided shows of hands, or unweighted majority consensus without objective criteria.
- **Contractual Vulnerability:** Procurements utilize generic commodity Purchase Orders (POs) or short-form independent contractor templates. The contract treats the finished installation strictly as delivered commercial inventory, omitting professional design scopes, copyright definitions, and federal moral rights parameters.
- **Operational Risk:** General contractor liabilities and site-insurance requirements are pushed onto the artist during early concept phases. Conservation is unbudgeted and unmonitored, while contracts enforce unilateral design seizure and complete moral rights extraction.

Level 2: Standard Compliance Baseline (16 – 35 Points / Institutional Average)

- **Intake Exposure:** Solicitations utilize open Requests for Qualifications (RFQs) that do not require free design concepts, but request unstandardized credentials (10–20 uncontextualized images, generic statements) across an open-ended menu of undefined media. Shortlisted finalists receive nominal stipends (\$500–\$1,500) and fewer than 30 days to deliver fixed pricing and 3D renderings before engineering has occurred.
- **Adjudication Deficit:** Selection committees grade submittals on flat, single-sheet scorecards where technical feasibility, community context, and administrative criteria share identical mathematical weight.
- **Contractual Vulnerability:** Project delivery is governed by a single, all-inclusive lump-sum agreement. The contract legally obligates the artist to act as the prime general contractor, passing the entire construction budget through the artist's studio accounts and forcing the creator to absorb material inflation, subcontractor tax withholdings, and civil site delays out of their fixed design fee.
- **Operational Risk:** Contracts enforce blanket Visual Artists Rights Act (VARA) waivers to preserve municipal site flexibility, providing no consultation pipeline or repair rights. Maintenance is handled

reactively out of general city accounts without stamped as-built documentation, and digital or kinetic media are procured under static physical contracts without obsolescence planning.

Level 3: Isolated Outlier Baseline (36 – 60 Points / Above Average Standard)

- **Intake & Adjudication Structure:** Solicitations prohibit uncompensated speculative design labor, utilizing structured qualifications-based selection with proposal honoraria scaling above \$2,500. Juries feature credentialed multi-disciplinary peers, but scoring lacks group-level normalization to neutralize tactical outlier bias.
- **Contractual Structure:** Project delivery implements two-stage or phased professional service agreements to isolate schematic design from manufacturing. However, trade contracts for heavy fabrication and structural engineering remain bundled inside the artist's financial umbrella rather than contracted directly by the commissioning authority.
- **Operational Risk:** Master contracts lack enforceable bilateral turnaround covenants for civil consultants and carry no objective commodity-index triggers for material spikes. Capital relies strictly on pro-cyclical percent-for-art construction levies, leaving completed physical assets without dedicated maintenance endowments or long-tail structural indemnity hand-offs.

Level 4: S.P.A.C.E. Silver Certified Maturity (61 – 75 Points / Sourcing & Intake Optimization)

- **Standardized Intake Gate:** Initial intake is restricted to structured RFQs defining a specific asset typology upfront. Submissions are constrained to a uniform intake standard of past completed case studies with structured problem/solution prompts, targeted statements, and strict resume page limits.
- **Partitioned Evaluation Engine:** Evaluators score qualifications independently across partitioned review tracks (technical peers, community stakeholders, municipal asset stewards). Scores are averaged within each group before weighting to neutralize outlier bias, automatically advancing the top 3 to 5 finalists.
- **Controlled Estimation Boundaries:** Finalist proposals are supported by deliverable-bound honoraria (\$2,500 basic; \$5,000–\$7,500 advanced, scaling by +\$500 per \$100k over \$450,000). Preliminary proposal budgets and timelines carry mandatory accuracy confidence caps (capped at 70% certainty, utilizing Class C budget and P70 schedule models) backed by written trade feasibility declarations.

Level 5: S.P.A.C.E. Gold Certified Maturity (76 – 90 Points / Contractual & Adjudication Equity)

- **Phased Legal Chassis:** Project delivery is structured across sequential, phase-gated professional services agreements (Concept Discovery, Schematic Engineering, Construction Administration) concluded by formal validation gates. Design fees are legally separated from heavy construction capital; licensed engineers and fabricators are contracted directly by the commissioning entity, and the artist delivers Instruments of Service.

- **Underwriting & Risk Insulation:** Insurance requirements are tiered to active phases (Professional Liability/E&O for design vs. Commercial General Liability for fabrication/installation). Advance mobilization retainers are disbursed prior to milestone execution.
- **Bilateral Operating Covenants:** Contracts enforce reciprocal collaboration covenants binding all project consultants to enforceable response windows (5 to 7 business days for technical RFIs). Master agreements incorporate objective commodity-index triggers for raw material fluctuations, intellectual property clawback/termination payout protocols, and foreign exchange indexing for non-domestic artists.

Level 6: S.P.A.C.E. Platinum Certified Maturity (91 – 100 Points / Sovereign Wealth & Lifecycle Governance)

- **Endowment Decoupling:** Cultural capital is decoupled from pro-cyclical construction cycles through a principal-protected cultural endowment or dedicated non-tax revenue stream. The fund operates under strict fiduciary standards with a conservative 4% to 5% rolling drawdown cap, legally firewalled against municipal general fund sweeps.
- **Structural Indemnity Transfer (SIT):** Asset closeout executes a formal transfer of structural indemnity conditioned on stamped as-built engineering drawings and certified material or weld test logs, safely shifting long-term liability onto the commissioning entity's insurance ledger while logging preventative maintenance at pre-scheduled intervals backed by non-discretionary reserves.
- **Bilateral Integrity & Frontier Governance:** Contracts replace blanket VARA waivers with bilateral covenants granting the city defined decommissioning triggers (e.g., utility collisions, certified structural failure) while legally guaranteeing the artist right of first refusal for remediation, a mandatory 90-day relocation window before removal, and permanent site-attribution plaques if removal is unavoidable. High-tech, interactive, or kinetic assets require third-party source-code escrows, dedicated hardware replacement sinking funds, and edge-anonymizing data privacy firewalls with automated purge cycles.

The Maturity Ascent Roadmap

Crossing into Silver (61–75 Points): Convert open speculative RFPs into standardized capability RFQs; replace portfolio dumps with uniform case-study prompts; partition reviewer scorecards by stakeholder group; enforce deliverable-bound honoraria with 70% confidence caps.

- **Climbing from Silver to Gold (76–90 Points):** Dismantle the single lump-sum contract; implement sequential professional services agreements; contract engineers and fabricators directly; tier insurance requirements; establish 5-to-7 day bilateral review covenants with material volatility triggers.
- **Achieving Platinum Status (91–100 Points):** Erect a principal-protected cultural endowment to end reliance on pro-cyclical capital; enforce the Structural Indemnity Transfer at closeout; replace blanket VARA waivers with Bilateral Right of Integrity Covenants; mandate software escrows, hardware replacement sinking funds, and sensor privacy firewalls for dynamic digital assets.

Operational Handoff & Implementation Protocol

Institutional Next Steps (For Agencies, Municipalities, & Developers)

A low baseline score does not reflect personal administrative failure; it reflects inherited civic boilerplate designed for physical commodities rather than site-integrated cultural infrastructure. To modernize your agency's procurement OS:

- **Identify Critical Exposure Points:** Isolate any metric where your agency scored 0 points. Zero-point selections represent unmitigated fiscal and legal liabilities—such as copyright infringement risk, unhedged civil site delays, or unbudgeted asset failure—that require immediate departmental review.
- **Establish an Incremental Patch Strategy:** Do not attempt to jump from Level 2 to Level 6 in a single procurement cycle. Modernize Tier 1 (Intake & Adjudication) first to clean up community trust and front-end applicant data, followed by Tier 2 (Phased Contracting) on your next major capital project.
- **Institute an Annual Audit Cadence:** Re-administer this diagnostic annually prior to the release of municipal capital improvement program (CIP) budgets to measure inter-departmental policy evolution.

Practitioner Defense Protocol (For Artists, Studios, & Fabricators)

Independent creative practitioners should utilize this diagnostic as an objective pre-qualification filter before investing speculative capital or uncompensated labor into civic solicitations:

- **Solicitation Due Diligence:** Score active open calls against Tier 1 (Metrics 1–3) before submitting. If an opportunity scores 0 points on intake, treat the solicitation as an unhedged speculative risk.
- **Contract Negotiations:** Use Tier 2 (Metrics 4–6) during initial contract discovery to benchmark proposed terms against certified industry standards. Pinpoint specific institutional practices—such as gross capital pass-through or unhedged site remediation—and propose decoupled fee structures and reciprocal response timelines.

By converting subjective opinions into observable administrative data, this diagnostic establishes an objective baseline for systemic progress. Identifying a low initial score is not an indictment of creative intent; it provides the precise operational roadmap required to modernize local policy. With the diagnostic metrics mapped, the remaining imperative is execution—turning these procedural patches into a lasting civic blueprint.

Institutional Certification & Documentation Reference

The diagnostic benchmarks in this worksheet are derived from the operational frameworks codified in *The Public Art Playbook: A Practitioner's Guide to Patching the Public Art OS* (Anton Morton, Kasum MANIFOLD, 2026). For more information visit www.everythingarts.com/resources.

Implementation Notes: