SUPPLY CHAIN CONTRACTING AS DISAGREEMENT MANAGEMENT:

INSTITUTIONALIZING PROCUREMENT PRACTICE THROUGH

COMMUNICATION DESIGN

By

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ABSTRACT OF THE DISSERTATION

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The formation and change of institutions in society has become a focal point of interest for institutional practitioners and researchers. Contracting for supply chain management (SCM) is a widespread institutional practice that implicates an increasing and diverse network of people, organizations, and organizing activities. It also informs how such a large-scale institution is formed through communication. This dissertation answers the question, *How does the contracting process of SCM shape interaction into functional forms of communication that address problems and challenges in the pursuit of a supply chain's technical and social goals?* It addresses the practical problem that supply chain design is narrowly focused on material flows of goods, services, and funds. It advances the *design stance toward communication* (Aakhus & Jackson, 2005) to supplement and extend related theories: institutional theory, the communicative constitution of organizing, communication pragmatics, and design. So it aims to restore

normative instrumentality in explaining the interactional construction of institutions, particularly of supply chain contracting.

To test and develop this communication-design view of contracting, a case study was conducted of the contracting process at a large public university in the northeast of the United States. Using ethnography and ethnomethodology, the process was reconstructed as a practice for designing and managing common institutional disagreements and arguments about contracts and contracting. Based on this normative-descriptive process reconstruction, a typology was derived of three distinct types of argumentative issues that practitioners order hierarchically for disagreement management. They use it for strategic management of issues about (a) (proposed) supply chain relationships and operations; (b) performances of contracting actions; and (c) institutional activities constitutive of individual actions and the overall practice.

The design issues typology is central to how contracting activity is 'communication-design rationally' constructed in response to and anticipation of (potential) problems in SCM. It facilitates identification of different types of process breakdowns, which were seen to either autocorrect the process, or to obstruct the institutional legitimacy and/or organizational effectiveness of contracting activity. The findings carry important implications for the *design stance* and related theories about institutional formation, and for the contracting practice of the research site and SCM at large.

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Chapter 1: Introduction

The notion of *an institution* is undergoing thorough changes in academia as well as in everyday society. Throughout the twentieth century, western philosophy increasingly came to understand social reality as an effect of human cognition and consciousness, notably in the works of the phenomenologists Husserl, Schutz, and Wittgenstein (Heritage, 1984). Also the human sciences of psychology (e.g., Bruner, 1990) and sociology (e.g., Berger & Luckmann, 1967; Garfinkel, 1967/1984; Giddens, 1984) became more concerned with explaining the constitutive effects of human knowledge and action on the social and material environment. Since the late twentieth century, the insights from these scholarly efforts have been gaining importance with the tremendous advances in global business development and technological innovation. Members of today's privileged societies are experiencing a flight in the potential to influence their environments by changing the ways they interact and relate through increasingly mediated and distributed social infrastructures. The developments and changes in technologies, organizations, and institutions draw renewed attention to the communicative constitution of the built-up human world (Aakhus, 2007a; Aakhus & Jackson, 2005; Taylor, Groleau, Heaton, & Van Every, 2001). As such, human communication has become a central problematic that needs to be explained relative to the emergence and functioning of institutions in society.

This dissertation engages that problematic through a study of the communicative processes of contracting for supply chain management. It has the dual aim to advance the *design stance toward communication* (Aakhus, 2007a; Aakhus & Jackson, 2005) in the area of organizational communication, and to contribute to practical theories of

communication (Barge & Craig, 2009; Craig, 1999) in the field of supply chain management (SCM). In this introduction chapter the backgrounds and aims of the dissertation are previewed, focusing on the philosophical, theoretical, and practical dimensions of the communicational design of institutions. It sets up the justification for this dissertation, and finally it outlines the organization of the chapters.

Designing Communication and Institutions

A driving force behind accounts of humans giving shape to their environments has been the need for alternatives to Parsons's structural-functionalist sociology of the 1930s. According to this view, human action is normatively determined by objective meanings, rules, and values imposed by an independent external environment (Heritage, 1984). Influential counter theses of Parsonian functionalism include Garfinkel's (1967/1984) ethnomethodology that analyzes how actors *construct* intersubjectivity through normalizing interactions; Giddens's (1984) structuration theory, which holds that actors *produce and reproduce* social systems through agentic action; and Weick's (1979) organizational theory of sensemaking that describes how actors and organizations *enact* their environments through retrospective rationalizations of past action. These social-scientific approaches have been foundational for communication theory and research, inspiring an interpretive turn that would embrace the more subjective ways that people create and derive the meanings of their environments through communication (Putnam, 1983).

The phenomenological and interpretive views of human communication are also reflected in the popular twenty-first-century awareness of communication technologies (e.g., social media) and grassroots movements as powerful and manipulable means for

collective action (Li & Bernoff, 2011; Surowiecki, 2004). Increasingly, communication is understood as a medium for shaping and monitoring possibilities for conducting business, governing populations, and more generally, for designing the ways that people can engage in interaction for various purposes (Aakhus, 2007a). Accounting for such an understanding means to abandon assumptions that have long dominated communication theory and research: (a) that communication and the socio-technical environment exist as independent qualities; and (b) that these qualities can be studied in terms of externally defined, objective features. Organizational communication research and theory now take organizations as not just separate 'containers' within which actors communicate to transmit information among one another (Smith, 1993).[1] Likewise, mediated communication researchers have abandoned the search for essentially different effects of mediated versus face-to-face communication (Baym, 2006).[2] What remains to be explored more is how human communication is already artificial by nature, and how this artificiality affords the constitutive potential to design and institutionalize interaction for social, technical, or organizational ends (Aakhus & Jackson, 2005; Taylor & Van Every, 2000).

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[1] More fundamentally, Axley (1984) critiqued his contemporaries' discourse of engaging in and describing organizational communication, for its reliance on a *conduit* metaphor: the assumption that words serve to contain and extract speakers' and hearers' thoughts and feelings. He pointed out how this metaphor inflates the information-transmission function of communication and downplays complexities in the construction of knowledge and reality.

[2] Formerly, research in mediated communication would typically operationalize communication technologies in terms of 'variables' believed to cause consistent alterations compared to 'normal' communication in face-to-face situations (e.g., Kiesler, Siegel, & McGuire, 1984). Approaches that characteristically contributed to this effort include social presence theory (Short, Williams, & Christie, 1976), media richness theory (Daft & Lengel, 1984), and the 'cues-filtered-out' approach (Culnan & Markus, 1987). Traditional media effects research moved away from seeking direct causal effects of media content on human behavior (e.g., Katz & Lazarsfeld, 1955).

The design stance toward communication

This dissertation joins and advances the design stance toward communication (Aakhus, 2007a; Aakhus & Jackson, 2005), according to which communication is both the object and process of orchestrated attempts to shape interaction into circumstantially preferred communication formats. It takes technologies and social/organizational environments as the *products and residues* of such communication-design efforts. So it assumes (countering the above two problematic assumptions) (a) that communication and environment are mutually constitutive, and (b) that artificial features of communication should be studied for how they acquire meaning and utility in the social interaction context of their innovation and use.

"Design is a natural fact about communication" (Aakhus & Jackson, 2005, p. 413); this can be readily recognized in the everyday techniques that interactants improvise to get things done in ordinary conversation. Seeing how this natural fact functions in the technological designs of communication media or in the organizational designs of institutions obviates the need to treat 'natural' forms of communication as essentially distinct from artificially mediated or structured forms. Moreover, the 'natural artificiality' of communication urges researchers to understand procedures, techniques, instruments, organizations, etcetera, as *designs for communication* that were created based on theoretical assumptions about their enabling and constraining effects on interaction (Aakhus & Jackson, 2005).

The *design stance* has the promise and the challenge to contribute to understanding how human communication shapes social and material reality, and more tangibly, how it shapes the institutions of society. This challenge is an important one,

given not only the defining influence of institutions in societies, but even more so, the

rapid pace at which institutions and their very notion are changing today. Understanding

institutions generally as the "rules of the game" (North, 1990, p. 3) for domains of social

activity, the intriguing question arises how such rules feature in the interactions of these

games, and how they can become the objects of communicational design and re-design.[3]

This dissertation addresses that question and advances the design stance through an

integration of theories about institutionality (DiMaggio & Powell, 1983; Meyer &

Rowan, 1977; Powell & DiMaggio, 1991), the communicative constitution of

organization (CCO; Putnam & Nicotera, 2009; Taylor & Van Every, 2000), the

pragmatics of communication (Goffman, 1983; Levinson, 1979; Winograd, 1987), and

about design (Schön & Rein, 1994; Simon, 1996).

These integrations pursue (a) a reconceptualization of materiality in

communication; (b) a restoration of the instrumental dimension of organizational

communication; and (c) an extension of practical theory by studying the role of theory in

practice from a design point of view. Realizing these theoretical pursuits through

empirical study of institutional formation challenges the design stance toward

communication to develop its normative potential. The challenge is to explain how

institutional interaction emerges as a function of rational design efforts, without relapsing

into Parsonian functionalism or simplistic rational-actor explanations. This dissertation

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[3] North's (1990) definition of an institution departs from other understandings. Chapter 2 presents an extended discussion of conceptions of institutionality in the areas of institutional theory, the communicative constitution of organizing, pragmatics, and design theory. That chapter also gives a more precise definition of institution utilized in this dissertation. Important to note at this point is that, following North's definition, an institution is not the same as an organization, nor is it a 'field' or population of organizations. To emphasize the 'rules-of-the-game understanding' of institutions, this dissertation uses the terms 'practice,' 'institutional practice,' and 'institutional activity' interchangeably, and synonymously to 'institution.'

engages design normativity also in terms of the augmentation of a practice based on principles of communication design. The target practice for these theoretical and practical objectives is the institutional activity of producing and maintaining purchasing contracts in the area of supply chain management.

The communicative design of contracting for supply chain management

In today's globally distributed business landscape, organizations and corporations of all kinds of industries outsource the production and supply of materials, goods, and services that can or will not be generated in-house. Large-scale outsourcing and distributed production practices have given rise to supply chains through which dispersed organizational actors exchange their goods, services, and funds. Historically, a commodity's distributed manufacturing and supply involved separate organizations operating based on their individual incentives and without much regard for how profit and risk could be optimized and shared among all the members of the chain. Today, supply chains are organized to achieve 'global optimization,' or more efficient collaboration among supply chain partners to maximize collective profit and distribute financial risk proportionately (Simchi-Levi, Kaminsky, & Simchi-Levi, 2008). Given the core activity of supply chains to move materials and products along their 'links,' logistics comprise a large part of supply chain management. The Council of Supply Chain Management Professionals (2013) reports that the cost of logistics in the United States was 7.7% of the gross domestic product in 2009, compared to 15 to 16 percent in China, 11 to 13 percent in India, and an average of 7.15% in European countries. These figures give an impression of the societal and economic importance of supply chain management, which raises an interest in how supply chains are organized.

Powell's (1990) *network form of organizing* aptly characterizes a supply chain, as its social structures are neither entirely defined by internal organizational hierarchy, nor by forces of the free market. Instead, the social structures of supply chains consist of *strategic alliances* between separate organizations; long-term partnerships between a procuring and a vending party, to mitigate market volatility and to share risks and rewards (Simchi-Levi et al., 2008). Supply chain partners regulate their business conduct through purchasing contracts and the agreements made therein. This dissertation takes an interest in the orchestrated processes through which such purchasing contracts are produced and maintained.

The merits of studying this institution of contracting as a communication design practice are manifold. First, it is a practice with clearly defined institutional demands aiming for the formation of new supply relationships to be *legitimate* in terms of equity and corporate social responsibility, but also competitively *effective* for the parties involved. Although these *institutional* demands are thoroughly conceptualized in the theory and practice of supply chain management (SCM), the *interactional* demands of contracting are severely under-theorized. Studying the communication design work of contracting leads to an understanding of how the practice is designed to meet the multiple demands of contracting activity, including *pragmatic* interactional demands that SCM literature overlooks as a consequence of seeing communication as primarily a means for information transmission.

Contracting practice is thus particularly well suited for a study of its communication design work, providing an opportunity for further development of the design stance toward communication. Moreover, this effort contributes to the generation

of practical theory about SCM communication, as it critically evaluates assumptions about how communication works and ought to work, implied in the literature about the practice, as well as in its actual procedures, techniques, and instruments (cf. Aakhus, 2007a). The generation of practical theory also supports the potential augmentation or re-design of the practice. Third, this advancement of the design stance toward communication in the area of organizational communication helps to see how organizations and institutions are *normatively* constituted through communication. It thus adds a normative element that has remained under-developed in theories about the communicative constitution of organizing (e.g., Taylor & Van Every, 2000).

Finally, this communication design study advances the normative dimension also of the design stance toward communication itself. Supply chain contracting is a distinctly *argumentative* practice, given that its procedures are explicitly geared towards the orchestration of arguments and disagreements about desired supply chain relationships and operations, and the means through which these should be realized. The communicative constituents of the contracting process are thus arguments and argumentation, as will appear from this study's empirical analyses. This fact provides the opportunity to trace the developments of the *disagreement spaces* that make out the practice: these are the normatively structured sets of opportunities for argument based on the pragmatic commitments produced through exchanges of speech acts (Van Eemeren, Grootendorst, Jackson, & Jacobs, 1993).

Disagreement spaces and their interactional management have been studied extensively as the objects of communication design work in various institutional practices; e.g., in divorce dispute mediation (Jacobs & Aakhus, 2002), in multiparty

deliberation (Aakhus & Vasilyeva, 2008), in an online support group (Aakhus & Rumsey, 2010), and generally in uses of online communication/information systems (Aakhus, 2013). Supply chain contracting is thus only one instance of a disagreement-management institution. Other instances in which disagreement management obviously defines the institution include among others, parliamentary debates, election campaigns, judicial decision-making, and media advertising. However, a disagreement-management perspective may also be relevant for other institutions whose defining disagreements and arguments are less explicitly manifested, including wide-ranging practices such as education, doctor-patient interaction, or management consulting. This dissertation contributes to the study of disagreement-driven institutional emergence by investigating how contracting disagreements expand over time, and how the normative standards of the practice derive from argumentation-theoretical norms of disagreement spaces.

Organization of the Dissertation

This dissertation accomplishes the tasks laid out here through the report of a case study of contracting as practiced by the Purchasing Department of a large public university in the northeast of the United States. Chapter 2 develops the theoretical framework for the study. It discusses major approaches to institutionality related to the field of organizational communication (institutional theory, theories about the communicative constitution of organization, pragmatic approaches to communication, and design theories). Based on a critical discussion of these approaches' relative merits, an integration is proposed that advances the design stance toward communication in the area of institutionalization. The chapter finally reviews seminal theory in the academic

field of supply chain management (SCM) to specify the study's goals relative to SCM practice and theory.

Chapter 3 presents the study's research methodology. It discusses the site of the Purchasing Department where the fieldwork was conducted, including its social organization and self-defined practical problems. Empirical research questions are formulated specific to the details of the site. The chapter discusses how the study combines the following methods to construct a purposely varied database: ethnographic observations; audio-recording of naturally occurring interactions; content and discourse analysis of materials and texts; and in-depth interviews. It describes the contracting cases sampled for the study. Finally, it discusses the methods and procedures of the specific communication-design analyses of the data, tailored to answering the study's research questions.

Chapters 4-7 follow the development of a *disagreement-management* account of contracting, through detailed discussions of case analyses and findings. Chapter 4 first provides an abstracted overview of the contracting process, including the ways that its separate instantiations cohere and diverge around a 'canonical' sequence of events. It then initiates the development of an argumentation-theoretical account of contracting, based on contracting practitioners' native reflections on the institutional and interactional demands of the process. This account is further developed through analyses of developments in the "Campus Center RFP"[4]; one of the study's contracting cases. The chapter establishes that the contracting process is about making and managing arguments

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[4] RFP stands for request for proposal.

about the outcomes as well as activities of contracting, and that the disagreements expand as institutional adaptations of conversational argument.

Chapter 5 advances the account of contracting as a practice of disagreement management. It continues the analyses of events of the Campus Center RFP to specify the techniques for institutionally adapting ordinary disagreement expansions to the purposes of contracting. Developing the concept of 'communication-design rationality,' the analyses point out how alternative courses of action in the contracting process are identified, and how some may become preferred over others. This account of 'strategic disagreement management' is further systematized in Chapter 6 by the derivation of a typology of three different types of argumentative issues that appear to guide the disagreement management. The chapter develops this 'three design issues typology' through analyses of the "office supplies RFP," guided by theory about relevance structures of argumentation. It shows the constitutive potential of disagreement management by tracing the planning, conduct, and actual outcomes of specific contracting activities of the office supplies RFP.

The three design issues typology of Chapter 6 is tested and refined through the analyses of Chapter 7. It analyzes the cases of the "travel RFP," the "office supplies RFP," the "campus bus RFP," and the "bike share RFP." Unlike the foregoing analytical chapters, it does not follow these RFPs in a comprehensively chronological fashion, but instead focuses on particularly problematic events that occurred in the courses of the respective contracting cases. As such, it identifies four different types of 'process breakdowns' of the contracting process. These analyses form the basis for a normative appraisal of the University's contracting process, but they also point out that the process

is designed around the possibility of such breakdowns: Contracting activities happen in order to prepare for, or repair, (potential) trouble in the course of contracting.

Chapter 8 concludes the dissertation by summarizing the study's major findings and discussing its theoretical and practical implications. It distinguishes between process breakdowns that serve to 'autocorrect' the contracting process, and those that actually harm its disagreement management as 'design flaws.' It discusses how the study's findings contribute to theorizing in CCO, institutionalization, argumentation theory, and the design stance toward communication. Finally, it discusses the major practical implications for the contracting practice of its empirical site, as well as for supply chain contracting in general: Practical theories about contracting communication ought to treat procurement contracting as a practice for the interactional management of common institutional disagreements. This means that the 'designing system' of a contracting process ought to apply institutionalized procedures and techniques for solving known problems, but should be sufficiently flexible to pragmatically adapt its disagreement management to locally emergent problems.

Chapter 2: Institutions as Communication Design Practices

Extant conceptualizations of the institutionality of organizational communication reflect a wide variety of ontological approaches to social reality and human behavior. Rational-actor interpretations of the classical works of F. W. Taylor (1939/1984) and Weber (1948/1977) suggest that organizational behavior is or should be deterministically constrained and motivated by managerial decree based on the tenets of scientific control or bureaucracy. Structural similarities between organizations in the same institutional field are believed to be the outcomes of top-down applications of rational principles. Institutions are portrayed as macroscopic social entities composed of groups of organizations whose leaders follow the same sets of instrumental rationales by virtue of their shared work or product-specific efficiency demands.

This 'received view,' however, does not do justice to common aspects of contemporary organizational life that defy functionalist explanations of rationality (Cohen, March, & Olsen, 1972; Putnam, 1983). Such a discrepancy is not a novelty in organizational communication research. Major theoretical approaches have developed alternatives to the received view in terms of its rationalist orientation, and/or its determinist macro perspective on human behavior. The following section discusses four approaches that have been part of these developments: institutionalist, constitutive, pragmatic, and design approaches. Elements of these approaches are integrated to form a new understanding of the design stance toward communication, facilitating further theoretical development of this approach in the area of organizational communication. Table 2.1 at the end of the first section summarizes the four approaches and their integration.

The second section of this chapter discusses the major developments and present state of the design stance toward communication, and initiates its theoretical integration with the approaches of the first section. It results in the view that *institutional development happens as a design-rational response to multiple demands of interactional and institutional nature, which conventionalizes activity types through the innovative adaptation of interactional and institutional materials to turn ongoing interaction into functional forms of communication*. The chapter's final section introduces the professional and academic field of supply chain management (SCM), and formulates an empirical question about SCM's purchasing practices to test and advance the theoretical developments proposed in this chapter.

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Conceptions of Institutionality

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Institutionalist Views of Institution

Sociological institutional theories are united in their argument that formal organizational structure is reflective not of efficiency demands for the organization's work procedures, but rather of environmental institutional standards (e.g., Meyer & Rowan, 1977). DiMaggio and Powell (1991) cite typical empirical research findings that challenge rational-actor models of organization, which led organizational scholars to challenge prevailing functionalist theories of organization and develop alternative models that better account for the irrational anomalies. These efforts produced a conception of institution as a set of rules and practices that are primarily social in nature rather than rational, and though macroscopically stable across space and time, are seen as enacted in local interactions.

Central to institutionalism is the view that organizational structure is not borne out of scientific or bureaucratic control, but rather out of existing informal social relations between organizational members (Selznick, 1948). "[I]ndividuals have a propensity to resist depersonalization, to spill over the boundaries of their segmentary roles, to participate as *wholes*" (Selznick, 1948, p. 26). Structural organizational changes come about not by rational calculation, but through formal *cooptations* of existing informal elements that originated in members' resistance to organizational control. But an organization's formal structure also emerges and changes in response to the demands of its institutional field. Meyer and Rowan (1977) regard the need for institutional legitimacy as the primary driver for organizations to adopt formal structural elements. They see such elements as "manifestations of powerful institutional rules which function as highly rationalized myths that are binding on particular organizations" (p. 343). Regardless of whether policies, contracts, certificates, work protocols, technologies, departments, etcetera actually serve their supposed instrumental purposes, their adoption by an organization in this view mostly serves the pursuit of institutional *prestige and survival* (cf. Selznick)—not rational efficiency.

DiMaggio and Powell (1983) further specify organizations' tendencies to take on similar formal structures in their account of *institutional isomorphism*: "[A] constraining process that forces one unit in a population to resemble other units that face the same set of environmental conditions" (p. 149). They distinguish three different variations of this process. Organizations take on similar shapes and structures when they depend on one another for political legitimacy (*coercive isomorphism*); when they copy or borrow structural elements from one another to resolve uncertainty regarding technology, goals,

or environment (*mimetic isomorphism*); or when they adapt to prevailing professional

legitimacy standards (*normative isomorphism*) (DiMaggio & Powell).

In a later statement of what they coin 'new institutionalism,' Powell and

DiMaggio (1991) elaborate on these ideas in greater detail, and with more emphasis on

micro-level phenomena in explaining the isomorphic process. They seek to explain how

large-scale institutional entities come to be commonly enacted through everyday

interactions in shared institutional spheres of practice. This approach, inspired by Berger

and Luckman's (1967) phenomenology and Garfinkel's (1984) ethnomethodology, traces

institutions in unreflective, routine, and taken-for-granted human behavior, rather than in

managerial efforts and their intended or unintended consequences (DiMaggio & Powell,

1991).

The distinct conception of institution derived from institutional theory is that,

first; institutions are apart from, and overarching individual organizations. Selznick

(1948) laid out "the process by which an institutional environment impinges itself upon

an organization and effects changes in its leadership and policy" (p. 34). DiMaggio and

Powell (1983) use the term *organizational field* to refer to "those organizations that, in

the aggregate, constitute a recognized area of institutional life: key suppliers, resource

and product consumers, regulatory agencies, and other organizations that produce similar

services or product" (p. 148).

Second, although seen as "macrolevel abstractions," institutions exist in

"rationalized and impersonal prescriptions," DiMaggio and Powell (1991, p. 15)

continue, echoing Meyer and Rowan, which are essentially enacted and accounted for in

everyday interactions, in the form of "shared 'typifications,' independent of any

particular entity to which moral allegiance might be owed" (p. 15). Added to this phenomenological point of view is DiMaggio and Powell's contention that individuals acting on behalf of an organization do not do so out of loyalty or normative commitment (as the more Parsonian old institutionalism had it), nor through "explicit rule-following practices" (as Lammers and Barbour [2006, p. 364] posit in an effort to redefine institutionalization as restricted to formal communication only), but rather out of habit and routine. Recognizing with Garfinkel (1967/1984) that tacit knowledge of the organization, its institutional rules, and the environment are never fully shared, DiMaggio and Powell theorize that organizational actors have to work to achieve intersubjectivity in and through conversation. Actors' ad hoc accounts for their behavior in unexpected situations or derailing interactions, according to institutional theory reveal the local enactment processes that establish and sustain macrolevel institutions.

Constitutive views of institution

Also moving away from a determinist/rationalist approach towards institution are approaches that theorize communication as constitutive of organizing (CCO; Putnam & Nicotera, 2009). Inspired by Weick's (1979, 1989) theory of organizing and Giddens's (1984) structuration theory, CCO approaches trace the emergence of lasting social practices in their structural enactment through interactions of organizational members. Unlike institutional theory, however, CCO adopts Giddens's rejection of the micro-macro juxtaposition in explaining organizational behavior. The various appearances of individual organizations exist within the communication process, and its institutionality is found in interactional patterns that produce and reproduce organizational structure from the bottom up (Taylor, 2009).

Container, production, and equivalence metaphors of organizing. Constitutive approaches to organizing are united in their efforts to develop alternatives to the view that communication exists or occurs *within* organizations, marked by metaphors such as *container* (Smith, 1993) and *conduit* (Axley, 1984). The alternatives explore ways in which communication is *(re)productive of* or *equivalent to* organization (Smith, 1993). CCO approaches exploring the production metaphor are most influenced by Giddens's (1984) structuration theory. For instance, McPhee and Zaug (2009) identify four *flows* of organizational communication, each of which uniquely contributes to the constitution of organization. These flows are *membership negotiation* (socialization, resistance to membership constructions); *organizational self-structuring* (formalized, official communications that create/define organizational structure); *activity coordination* (when formal structure does not provide unambiguous directions); and finally *institutional positioning in the social order of institutions* (inter-organizational positioning of organizational entities "'at the macro level'" [p. 39]).

Although recognized for its clear typology of communication flows that together constitute an organization, McPhee and Zaug's (2009) four flows model diverges from other CCO-inspired theorizing in two major ways. It reinvokes the micro-macro opposition that structuration theory sought to overcome. Its four flows are based on a macrolevel understanding of what an organization is or should be, which then serves to deductively derive the forms of communication that should constitute an organization. This top-down treatment of the constitutive communication flows potentially overstates the constraining influence that lasting social systems may have on local action, and so

risks overseeing how communication constitutes organization in ways that do not fit the four-flow typology.

The four flows model also neglects to explain *how* communication produces and reproduces organization. This is a likely outcome of the deductive perspective that prioritizes formal communication and organizational structure over the structuring effects of informal communication. Taylor (2009) points to the model's lack of communication theory: Just as structuration theory, the four flows model theorizes that interaction produces and reproduces organization in the flow of action, but just as structuration theory it does not adequately account for the mechanism that drives this structuration process. Taylor and his colleagues in the Montreal School supply the production metaphor with the element that should be central in explaining structuration: communication (Taylor, Groleau, Heaton, & Every, 2001).

Linguistic emergence of the Montreal School. According to the Montreal School, a collective agency finds expression in a 'macroactor'; an identifiable corporate actor recognized as legitimately speaking on behalf of its community (Taylor & Cooren, 1997; Taylor & Van Every, 2000). Language in communication produces the voices of macroactors through a process of *coorientation*, in which a minimum of two agents (A & B) form a relationship with one another and one or more shared objects (X) to which their joint activity is primarily oriented (Taylor & Van Every, 2000). The A-B-X structure that represents this *social unit* forms the basis of narrative structures and construction grammars that operate in language to cast social exchanges and relationships in stable, recognized forms. Linguistic modality further determines whether an utterance is *epistemic* or *deontic* in nature; whether it is meant descriptively or prescriptively. Taylor

and Van Every explain how these linguistic structures constitute objects, subjects, and even subjects' intentions 'as we speak.'

This explanation moves closer to the *equivalence* metaphor (Smith, 1993), which views communication *as* (rather than *in*) organization (e.g., Taylor & Cooren, 1997). It posits that any form of (verbal) communication inherently organizes its own social context. This occurs in the cyclical interplay between the textual and conversational dimensions of communication (Taylor & Van Every, 2000). Text, in this framework, is what affords interaction transcendence of its local site to produce pattern, social relations and agency, and enable these to persist over space and time. Text is understood as "strings of language" (p. 37), spoken, written, or otherwise recorded or materialized, that more or less systematically produce coherence and understanding in interaction. Examples are minutes of a meeting, commonly told stories, organizational charts, dinner etiquette, and technology. Where text creates the "surface" of the organization, conversation entails (not creates or produces, but actually *embodies*) its "site," where the organization is found. Conversation includes all forms of live-ongoing interaction between actors—face-to-face and mediated, formal and informal—which build on and advance the temporal, textualized status quo concerning the form of interaction and the roles and relationships of its participants.

Text, then, serves a pivotal role in enactment (Weick, 1979); it has the ability if not the explicit function "to turn circumstances into a situation that is comprehensible and that serves as a springboard for action" (Taylor & Van Every, 2000, p. 40). It furnishes "a surface of apprehension" (p. 41) through the linguistic, narrative and pragmatic structures of human interaction. Even if no macroactor is speaking with the voice of its community

or attempting to do so, organizational structure gets inscribed (as a text) by the pragmatics of speech acts (Taylor & Cooren, 1997), social discursive processes such as accounting (Garfinkel, 1967/1984) and enactment (Weick, 1979), the syntax of language, and by the narrative structures of everyday life stories (Taylor & Van Every). Structure already exists in communication, and as such communication *produces* organizational subjects and objects, but also simply *instantiates* an 'a priori' form of organization (Taylor & Van Every).

The CCO concept of institution, then, in the Montreal School's approach does not invoke macrolevel entities, nor overarching sets of rules that guide organizations or are enacted by them in a shared institutional field. "[A]ll organization must be found at a single level—a *flatland*—which is invariably situated, circumstantial, and locally realized in a finite time and space, involving real people" (Taylor & Van Every, 2000, p. 143). In this flatland, any institutionality is found only in language, which Taylor and Van Every regard as "the mother of all institutions, the universal support system of every domain of activity" (p. 27).

Pragmatic Views of Institution

Both the institutional and the constitutive views discussed above move away from an approach to institutions in which the central concepts are pre-existing social entities such as organizations or managers, and their motivations, attitudes, or work styles. Instead, these views turn to universal features of human interaction to understand how organizations emerge, and how they come to emerge in kind—these universal features being the normalizing social demands on members of the same population, and the linguistic structuration of human interaction. It is the universality of these explanations

that makes them promising. Institutionality is not limited to contexts where organizational goals need to be attained, but it can be found in any format of human interaction, irrespective of its context or instrumental goal. This primacy of interaction in institutions however, involves more than isomorphism demands and linguistic structuration. Interaction constitutes an order onto itself, which enables people to recognize the (language) games that they play (Wittgenstein, 1953/1968), and how they are to participate in them with words (Austin, 1962/1975) and through the presentation of self (Goffman, 1959). A collection of related pragmatic approaches provide the tools for understanding these *institutionalized* aspects of human interaction.

The primacy of the interaction order. Goffman's (1983) concept of an interaction order articulates additional factors that need to be accounted for in theorizing the interactional origins of institutionality. It refers to the domain of all forms of face-to-face interactions between individuals, which is regulated by a self-sustaining, normative orderliness. The self-regulating quality of the interaction order resides in tried interaction rituals that are sensitive to actors' local interactional needs. Also using the term 'ritual order,' Goffman (1967/2005) describes these interactional needs as generically concerned with the presentation, evaluation, maintenance, and saving of the various *selves* or *faces* of the individuals involved in the interaction.[5]

The interaction rituals may consist of greetings, address terms, biographical inquiries and updates, turn-taking rules, rules of precedence when negotiating shared

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[5] Goffman (1967/2005) uses the term *line* to refer to a concept similar to the idea of *face*. He defines a person's line as "a pattern of verbal and nonverbal acts by which he [*sic*] expresses his view of the situation and through this his evaluation of the participants, especially himself. Regardless of whether a person intends to take a line, he will find that he has done so in effect. The other participants will assume that he has more or less willfully taken a stand, so that if he is to deal with their response to him he must take into consideration the impression they have possibly formed of him" (p. 5).

passage through a door, rules of deference for persons of differing hierarchical status, etcetera (Goffman, 1967/2005). Such rituals maintain the interaction order through the enablement of interactants to successfully take part in face-to-face communication and to walk away from it in preservation of their various involved 'selves.' This normative concern with *facework* (Goffman, 1967/2005), or the necessity to follow the rules of interaction, is so basic to face-to-face communication that one's participation in the interaction order easily leads to "unthinking recourse to procedural forms"[6] (Goffman, 1983, p. 6).

The rule-governed character of the interaction order, although evident in the descriptions of face-to-face interactions throughout Goffman's (1983) work, is difficult to formalize in terms of basic interaction processes. He does, however, refer to conversation analysts' turn-taking system of ordinary conversation (Sacks, Schegloff, & Jefferson, 1974) as a good example of what he means by normative interaction rules. Other likely constituents of the interaction order are the facework-related politeness practices in Brown and Levinson's (1987) politeness theory, and Garfinkel's accounting practices through which interactants achieve a sense of rational accountability in interaction (Heritage, 1984).

The dominion of the interaction order over episodes of face-to-face communication challenges efforts to steer interaction towards functional or institutional goals. "[T]he interaction order bluntly impinges on macroscopic entities" (Goffman, 1983, p. 8). Routines of everyday interaction such as accounting and politeness practices are natural competitors of whatever procedural forms need to be observed. Rawls's

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[6] Note the parallel with Garfinkel's (1967/1984) unreflective, taken-for-granted human routines that DiMaggio and Powell (1991) see as foundational to institutions.

(1987) interpretation of the interaction order even maintains that meaning is derived primarily from *internal* ends of the interaction order, not from *external* social or organizational ends or structures. The internal constraints of the interaction order can thus resist prevailing institutional structures. The goal, then, of any attempt at organizing is to discipline the ongoing interaction—to subject the practices of the interaction order to the demands of its possible opposing counterpart; the institutional order.

In applying this pragmatic view to the concept of institutionality however, interaction and institution are understood not only as opposing dimensions, but also as generative of one another. Analogous to the Montreal School's conversational and textual dimensions of the conversation-text cycle, human interactivity has interactional and institutional elements that are iteratively constitutive of one another. For instance, Heritage's (1984) ethnomethodological treatment of how actors 'maintain institutional realities' explains that as they account for past actions, their retrospective rationalizations establish lasting normative patterns of behavior. Goffman's (1983) "unthinking recourse to procedural forms" (p. 6) then occurs when accounting patterns come to be perceived as official realities in a domain of interactivity. Powell and Colyvas (2008) represents a recent effort in institutional theory that uses such ethnomethodological insights to explain "how people in organizations both make and find a reasonable world" (p. 7).

The functionality of activity types. So far in this pragmatic account, institutionality refers to the conventionalized nature of human interaction. This view is far removed from the more functionalist-inspired rational-actor view of institution as a macro-level entity that rationally prescribes organizational operations and structures. The alternative emphasis on convention is also apparent in Searle's (1971) concept of a speech act.

Humans have conventionalized ways of using language for performing actions such as promising or requesting, which normatively arrange the mutual commitments for action on behalf of the speaker and the hearer in a speech exchange. The Montreal School's understanding of pragmatic structure in interaction also rests on this sense of convention. However, interaction is not all verbal, and it is not all simply conventionally emergent, either.

Levinson (1979) coined the term activity type to refer to "any culturally recognized activity … a fuzzy category whose focal members are goal-defined, socially constituted, bounded, events with *constraints* on participants, setting, and so on, but above all on the kinds of allowable contributions" (p. 368). This concept draws attention to interactional structures to which participants to an activity tacitly orient as typical for that activity. Examples of activity types are court hearings, faculty meetings, football games, etcetera. Relative to the level of formality of these forms of interactivity is the degree to which their structures functionally constrain its participants' roles, the norms for turn taking, rules for conveying and inferring meaning, etcetera.

Drew and Heritage's (1992) pragmatic view of institutions is strongly influenced by Levinson's concept of activity type: "The objective is to describe how particular institutions are enacted and lived through as accountable patterns of meaning, inference, and action" (p. 5). Institutionality of talk according to them is not determined by its setting, but by how its "participants' institutional or professional identities are somehow made relevant to the work activities in which they are engaged" (p. 3-4). This account of interactional structure differs from those of the Montreal School and Searle's speech act theory, as it identifies structure in nonlinguistic properties of the interaction. As a case in

point, two basketball players on opposing teams do not need to translate their relationship into a linguistic structure in order to coordinate their actions in the midst of a turbulent play. No discursive awareness or textual mediation is required for these actors to felicitously participate in the activity type of their game.

Activity types, then, constrain interactivity in nonlinguistic ways, based on the participants' shared understanding of the form of interactivity that they are in the process of jointly constructing. Another aspect that Levinson (1979) emphasizes more than speech act theory and the Montreal School, is the distinct instrumental purpose of activity types; they arise in response to a contingent need for action. Levinson views "structural elements as rationally and functionally adapted to the point or *goal* of the activity in question, that is the function or functions that members of the society see the activity as having" (p. 369). An activity type thus provides a specific interactional understanding of the institutionalist Douglass North's (1990) reconceptualization of institution as "rules of the game" (p. 3). These rules "include any form of constraint that human beings devise to shape human interaction" (p. 4). The metaphors of activity type and game relocate rationality and institutional legitimacy to a more procedural/interactional dimension of organizational structure than in the old institutionalism.

Interaction order and institutional order. With the added understanding of activity types, the interaction order can be expanded to include all ritualized or conventionally recognized interaction formats that develop or have developed in response to interactional demands; formats such as facework, the presentation of self, politeness practices, turn-taking formats, accounting patterns, speech acts and their sequences, and activity types. These formats consist of interactional materials with which actors work to

get things done in interaction. Many of these materials function to directly or indirectly

define or manipulate interactants' *commitment sets* (Hamblin, 1970); or the assertions,

attitudes, assumptions, intentions, expectations, etcetera, regarding the interaction and the

interactants' roles in it, to which they can normatively be held accountable. Such

elements build up an institutional order, for which interactional materials are adapted to

steer interaction towards institutional goals. Institutionalization as such results in

institutional materials, specified into procedures, techniques, protocols, formalized

practices, etcetera, which reciprocally constrain the possibilities for action.

This integrated pragmatic view of institutions may help bring into perspective

exactly *how* an institutional practice emerges in interaction, which the previous two

approaches explain with limited theoretical apparatus. A pragmatic view, in other words,

should explain the process of institutional emergence that Karl Weick (1989) describes as

follows (p. 245):

> Organizations are embodied in the reasons and rationales that become articulated
> when decisions are justified. Since the decisions that stimulate justification originate
> in individual commitments, these commitments become building blocks for
> organizational structure. The justifications that are built then become the rational
> substance of the organization which warrants the study of organizations from a
> rational perspective.

This subsection on pragmatic views of institutionality has provided a partial

response to Weick's call for a rational perspective. Institutional rationality can be found

in interactants' moment-by-moment orientations to the need for a rational appearance and

justification of their actions (Garfinkel, 1967/1984). Interactants adapt their accounts and

justifications to the functional rationality of the activity type in which they are

participating (Levinson, 1979), thus invoking institutional 'rules of the game' (North,

1990). However, this explanation does not give directions for how to identify those

rationality standards. How do they evolve? Where do they come from? Where else besides in interactants' accounts do these standards appear? Exactly how do rational interaction formats become institutionalized, and how effective are they in meeting both interactional and institutional demands? These questions can be fruitfully addressed by taking a design view of institution, which finds rationality not only in the 'natural' structures of the interaction order, but also in the instrumental attempts to discipline these structures for institutional purposes.[7]

Design views of institution

Understanding institutionalization as interactionally emergent while also recognizing the role of rationality in this process benefits from seeing institution as an outcome of design efforts. Simon (1996) describes design as the active creation of the artificial. Central to this activity is an interaction between the artifact and the environment; the creation of the artifact ideally realizes ideas about what should be, in the pursuit of desired goals or artifact functions. A design view of institution takes artifact design as more than just a metaphor. The account to be developed here takes as the ultimate objects of institutional design not single artifacts (although artifacts may be designed in the process), nor particular organizations or their subunits, nor other delineated social entities (contrary to McPhee and Zaug's four flows model and the Montreal School's take on the organization as the ultimate product of CCO). Rather, what is being designed is the institutional practice itself: the 'rules of the game,' recognized as a functionalized form or domain of interactivity. This view takes communication as both the *process* and *object* of design.

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[7] See Table 2.1 for the limitations of each approach to institution discussed here.

Communication as the process of design. Design activity, as Schön and Rein (1994) describe it in the simplest case of an individual designer, involves the interplay between a designer, a design object, and the object's environment of use. Schön and Rein mainly discuss corporate and public policies as objects of design; they also give examples from sculpting, architecture, etcetera as material analogues. In interaction with the design object, the designer iteratively views the object, shapes it (through design moves), and views the object again. In this reflective process, the designer discovers and defines the objectives, criteria, materials, and constraints of the design intervention, and even discovers his or her own intentions, values, and purposes with the design. Schön and Rein importantly note that these fundamental design elements are not known or fixed in advance, but always in flux and subject to change in the interaction between designer and object.

Communication processes of institutional design are normatively rational in ways extending beyond the 'natural' rationality of the interaction order. Schön and Rein (1994) develop the concept of *design rationality*, which in the simplest case of design prescribes that the individual designer reflect on the intended and unintended consequences of his or her design moves, in order to learn from them, correct them, or embrace them in further designing. This is how the designer finds out about the emergent meanings of the design intervention, about the available materials from which to construct the design object, and how these materials may resist design objectives and criteria.

In a situation with multiple designers and an environment with shifting social contexts, design rationality also has to account for the social, communicative, and political dimensions of design. Schön and Rein (1994) call this the second 'layer' of

design rationality. The design object flows through a 'designing system'; a coalition of individual or institutional actors, each with their own perspectives, interests, and intentions. Designers' reflections now have to focus not only on the substantive design moves, but also on the ways the overall design process reinforces or threatens the integrity of the designing system—Schön and Rein refer to this as *double designing*. Through the communicative interaction between constituents of the designing system and with stakeholders in the larger environment, design coalitions may change in the development and lifetime of the design object.

At Schön and Rein's (1994) third and most complex 'layer' of design rationality, the design process takes the form of a *policy dialectic*, or a *policy design drama*, through which actors attempt to define the policy problem from their respective vantage points. The most intractable policy conflicts arise when actors enter the controversy with incompatible *action frames*: "underlying structures of belief, perception, and appreciation" (p. 23) regarding the policy problem. When actors use different naming conventions and metaphors to talk about issues, and different rules for debating them, their argumentative efforts may be to no avail. For such conflicts Schön and Rein's design rationality prescribes frame reflection; that actors reflect on the interactions between the members of the designing system, the design object, and the environment, and on the implicit meanings and values that may underlie problematic feedback and other unintended consequences of a design's use. Through such reflections actors can come to appreciate the frame conflicts underlying their intractable policy controversy, and cooperatively construct a shared frame from which to readdress the design issues.

In the three cases of intractable policy controversies that Schön and Rein (1994) discuss, the actors applied frame reflection to varying degrees and with varying success. Truly frame-reflective co-design is a theoretical ideal, but the articulation of the three layers of design rationality points to the typical difficulties and problems that need to be overcome in joint design efforts. They involve concerns about normative intentionality as well as emergent contingency. The tension between these two dimensions of negotiating policy design is parallel to the one between *problem-solving validity* and *intersubjective validity* (Van Eemeren & Grootendorst, 2004). The pragma-dialectical theory of argumentation recognizes that an ideal model of argumentation should satisfy both these validity standards so that it not only prescribes optimal procedures for resolving disagreements, but also meets the approval of actual disputants regarding the norms and rules to follow in dispute resolution. Similarly, Schön and Rein's reflective-communicative processes for design activity find normative constraint both in intentions about design functionality and in relational concerns for maintaining the design coalition.

Schön and Rein's (1994) design rationality thus draws attention to the instrumental and emergent dimensions of design, providing a more socially grounded alternative to traditional conceptions of instrumental rationality. It serves as a basis here to examine how institutions are rationally designed. Acknowledging that institutions are not only shaped by, but are also *about* communication (following the pragmatic views of the previous subsection), raises the question how the 'natural' rationality of the interaction order might further constrain design rationality.

Communication as the object of design. Communication is not only the *process* of institutional design; increasingly, communication is also understood as the *object* of

design. The language/action perspective (LAP) identifies communicative actions that are instrumental to recurring business processes, and models these in institutionally relevant relations to one another (Lind & Goldkuhl, 2003; Winograd, 1987). The canonical business exchange in LAP is the *conversation for action*, which models the relationships between the speech act types that have to be performed in processing a business order; a request, a promise, a report of completion, and a declaration of approval (Winograd, 1987). This model recognizes that forms of institutional interactivity are accomplished through communication episodes ('conversations') that have to be orchestrated using pragmatically recognized interactional materials (speech acts).

In keeping with Levinson's (1979) view of activity types, forms of communication orchestrated to coordinate institutional interactivity are responses to local interactional problems or needs. In this vein, Jacobs (2002) identifies the problems of *meaning*, *action*, and *coherence* as three main ongoing problems in communication: How do interactants convey and infer meaning? How do interactants do things with words? And how do they construct and recognize coherence in communication sequences, based on their knowledge of meaning and action in a given domain? These fundamental questions about communication not only guide the research agendas of Jacobs and his colleagues. They also animate people's mundane efforts to understand what is going on in interaction, and to adequately participate in shaping communication as the object of ongoing design efforts.

The problems of meaning, action and coherence have as such given rise to communicative conventions or institutions of everyday interaction. This is recognized in conversation analysis: Turn-taking conventions address the need to structure a flow of

interactivity in the face of the scarcity of conversational turns. Turns are the sole means for action in conversation, but only one person can speak at a time; rules for turn taking address this dilemma (Sacks, Schegloff, & Jefferson, 1974). This is also recognized in speech act theory: Speech acts address the need for interactants to hold each other accountable for individual commitments that have to be defined and exchanged in social interaction (e.g., the speech act of a promise establishes a commitment on the part of the speaker to perform some future action, typically for the benefit of the hearer (Searle, 1971). This is also recognized in politeness theory: Politeness rituals of facework are responses to the challenge of having to perform certain necessary actions in interpersonal communication, such as making or declining requests while honoring one's interlocutor's sense of self (Brown & Levinson, 1987).

Interactants also have this understanding—if tacit—of communication as repair of (anticipated) interactional breakdowns, or as a solution to circumstantial challenges or problems. Conversation analysts show how conversational coherence is often organized around breakdown-repair sequences (Schegloff, 2006), and how interactants actively manipulate their turn taking in order to accomplish common conversational forms such as storytelling (Lerner, 1992) or joking (Sacks, 1974). This functionality enables the strategic use of known conversational features in order to rationally achieve interactional effects (Jacobs & Jackson, 1983).

The same happens when interaction is also expected to have institutional effects. Organizational actors face the task of disciplining the interaction order for institutional ends. The conversation for action model in LAP shows the strategic design of communication, for which actors use interactional materials (speech acts) to meet

institutional demands (e.g., the need to process a business order). Genre theory also posits that communicative genres emerge and change in response to contextual organizational factors, through the use and pursuit of rhetorical strategies (Yates & Orlikowski, 1992). Similarly, Drew and Heritage (1992) recognize that "'institutional' forms of interaction will show systematic variations and restrictions on activities and their design relative to ordinary conversation" (p. 19).

Seeing communication as the object of institutional design means identifying how a communication format integrates interactional and institutional materials that are locally available, in the strategic effort to meet multiple demands, also of interactional and/or institutional nature. How does the design of institutional forms of communication out of ongoing interaction take place? What are practitioners' normative considerations in designing their interactions, how do they enter the design activity, and how should communication researchers evaluate these? These questions will be addressed in a further integration of insights from approaches to design, institutional theory, CCO approaches, and pragmatic theories.

Table 2.1 presents a summary of the four approaches discussed here, with as the fourth approach the 'design stance toward communication' (Aakhus, 2007a; Aakhus & Jackson, 2005). The current rendition of that approach integrates insights from the various approaches discussed so far, in an effort to develop a pragmatically grounded, constitutive communication-design approach toward institution. The following section turns to a discussion of this approach.

Table 2.1: A summary of the four approaches to institution

Approach	Institution	Interaction	Institutionalization	Limitations
Institutional theory	Large constellations of taken-for-granted and/or formalized rules and beliefs about organizing, in a roughly delineated area of industry/profession/occupation, which are abstracted from, and reciprocally constrain, individual organizations' forms and procedures	Object of control; vehicle of rationalized myths; process through which actions are normalized, and means and ends are rationalized in relation to practical background knowledge	Isomorphic effects of participating in a field of common institutional practices: individual organizations take on similar structures in order to establish institutional legitimacy	Downplays rational factors of institutionalization; No account for institutional change
Montreal School	Language	The conversation component in the conversation-text cycle, sustained and transcended through frame and construction knowledge in the continuous translation into "text"	The patterning/structuration of interaction in terms of social relationships, roles, and interaction types, as an effect of language use	Downplays normative and nonlinguistic factors of institutionalization; No account for widespread structural similarities between organizations in the same institutional field of organizing

Table 2.1. A summary of the four approaches to institution (continued)

Approach	Institution	Interaction	Institutionalization	Limitations
Pragmatic views	Conventionalized, purposive form or domain of interactivity: activity type	Medium for social conduct that naturally provides materials to meet universal demands for interpersonal communication	Adaptation and conventionalization of interaction formats that purposely address a need for action	No account for the origin of rationality standards in accounting/interaction; How can they be identified and evaluated?
Design stance toward communication	An activity type's 'rules of the game' as conceived and adapted through design interventions for shaping ongoing interaction into functional communication formats	Medium for social conduct that naturally provides materials to meet universal demands for interpersonal communication (same as in the pragmatic views)	Materialization and adoption of designs for communication that adapt institutional and interactional materials to meet and reconcile institutional and interactional demands	Does not provide clear normative guidelines for how to engage in a communication design enterprise, including the justification of ideals for communication, and intervention for the redesign or augmentation of an existing institutional practice

The Design Stance Toward Communication

The design stance toward communication was developed as a general approach to the study of communication in which theory and practice are treated as natural concomitants in human interaction. In the first coherent thesis of this approach, Aakhus and Jackson (2005) posit its main premise; "[d]esign is a natural fact about communication" (p. 413). Human communication is a product of routine and orchestrated efforts to arrange interaction so as "to make communication possible that was once difficult, impossible or unimagined" (Aakhus, 2007a, p. 112). Communication technologies, but also organizational policies and procedures, are examples of design interventions that aim to enable such once-difficult communication.

Any kind of communication design, Aakhus and Jackson (2005) continue, is an expression of presumptions about how communication works and how it ought to work. Meeting formats and communication media, for instance, display in their design features' preconceptions about the ongoing interactivity in which they intervene, and how that intervention should lead to a preferred interaction format. Engaging in communication design, however, is not restricted to the *intentional* implementation of these assumptions or hypotheses. Just as in Schön and Rein's (1994) simplest design scenario, the individual designer discovers his of her intentions in interaction with the design object and the environment. In an environment in flux with multiple designers, the assumptions about communication reside not in individuals, but in the collective configuration of interactional and institutional materials that make up the interaction formats (e.g., Aakhus, 1999, 2001a, 2002).

This communication-design view draws attention to the *setting* of an institutional practice and how its social and material infrastructure (cf. Bowker & Star, 1999) shapes possibilities for communication. Such shaping is a consequence of the instrumentality embedded in the designs that make up this infrastructure. The designs are responses to challenges or problems arising in ongoing interaction. For instance, Jacobs and Aakhus (2002) found that divorce mediators design their talk (questions, probes, summaries, etcetera) to manage their clients' disputes so as to strike bargains and/or repair damaged selves. Harrison and Morrill (2004) evaluated the practice of ombudspersons at a large university, and concluded that in order to adequately address clients' problems with fear and limited social ties, the dispute resolution system would have to make more use of face-to-face meetings and mediation techniques. Design practitioners and researchers alike can discover and cultivate the instrumentality of designs for communication (design interventions) through reflection on how its affordances and constraints create communicative possibilities in a given situation (Aakhus & Jackson, 2005).

Communication design practitioners are for instance policy writers, software developers, teachers, mayors, department chairs, secretaries, public planners, architects, physicians, musicians, dispute mediators, public relations officers, lawyers, and many more, including the everyday users and adapters of existing communication designs. The design affordances and constraints with which they work are understood as a broad range of social and material aspects of their practices. They may include clause templates for policies and contracts, acoustic qualities of large indoor spaces, emotional digressions in

interpersonal conflict, the publicity of town-hall meetings, the 'blind carbon copy' field in email, etcetera.[8]

A design's affordances and constraints address the interactional challenges of a *communication design puzzle*. Design practitioners attempt to discipline materials and demands of the interaction order to align with materials and demands of the institutional order. The puzzle that this poses is always some variant of the generic puzzle of working out meaning, action, and coherence in communication (Jacobs, 2002). The local interactional and institutional materials and demands specify this puzzle, and with it, the possibilities for crafting communication "that was once difficult, impossible, or unimagined" (Aakhus 2007a, p. 112).

A communication design enterprise

Aakhus and Jackson (2005) outline a communication design enterprise, which includes a pragmatic style of analytical reasoning that should drive communication design research. Much like grounded practical theory (GPT; Craig & Tracy, 1995), the design stance analyzes the ways interactants encounter problems in their practice (the problem level in GPT), which they face and attempt to solve using communicative strategies and techniques (the technical level), which in turn are inspired by 'situated ideals,' or normative assumptions about communication that articulate overarching

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[8] Gibson's (1979) concept of *affordances* has been inspirational for the design stance toward communication. This concept draws attention to inherent properties of the natural world that afford certain human functionalities. But in addition to Gibson's physical understanding of affordances (e.g., the physicality of natural rock may afford a surface to walk on, a projectile to throw with, or a shelter to live in), the design stance recognizes *interactional materiality* of the natural world that may afford certain human (institutional) functionalities. Hutchby's (2001) appropriation of the affordance concept in turn shows how material features of interaction "may enable certain types of action, but by the same token it can disenable others" (p. 123). As such, the design stance recognizes that interactional material such as 'a complaint' may afford some forms of functional activity (e.g., joint lamenting), while constraining other forms (e.g., the mutual exchange of personal compliments). This is why affordances and constraints are typically considered together in this dissertation.

principles about the practice as a whole (the philosophical level). The design stance similarly reconstructs normative ideals about communication from natural observations of an existing practice.

However, the design stance not only recognizes normativity in actors' native ideals about communication, but also applies normative ideals from extant communication theories to critique the communication practice. In this respect it diverges from the descriptive orientation of grounded practical theory (GPT), and draws inspiration from normative pragmatics, which develops more philosophically grounded normative ideals into procedures for clearly circumscribed types of interaction such as argumentation (Van Eemeren & Grootendorst, 2004; Van Eemeren et al., 1993). Correspondingly, Barge and Craig (2009) typify GPT as an interpretation of practical theory as *mapping*, while they categorize the design stance as a practical theory variant of *engaged reflection* or even *transformative practice*.

This more normative, intervention-oriented aspect is realized in Aakhus and Jackson's (2005) recommendation that practitioners cultivate their knowledge about communication through active reflection on their everyday design activities, and by engaging theoretical knowledge already available about communication. This perspective is related to the philosophical approach of American Pragmatism, with for instance Schön's (1983) account of professional expertise based on normative reflection. The design stance develops the Pragmatist approach in a decidedly communicational direction. Taking the implementation of a new communication design as a test of its designers' hypotheses, Aakhus and Jackson see design as a *theoretical* practice from

which practitioners and researchers alike should derive lessons about the communication

design puzzles that it addresses.

A more theoretically substantive, normative component of a communication

design enterprise is Aakhus and Jackson's (2005) list of "seven critical things interaction

designers need to know" (p. 427). These are based on findings from research in language

and social interaction, which point to potential issues that could become relevant for the

development and use of any design for communication (p. 427-428):

> Turn-taking formats vary in the methods provided for generating and displaying
> relevant contributions. (…)
> Participant identity and face concerns affect participation in any interaction format.
> (…)
> Speech is a kind of action with collateral commitments. (…)
> Speech act sequences are indefinitely expandable. (…)
> Coordinated action depends on repair. (…)
> The consequences of design for practice are interactionally emergent. (…)
> Communication is subject to culturally shared assumptions about communication.
> (…)

These seven things are facts about human interaction around which assumptions,

practices, and techniques develop. They are (re)configurable aspects of interaction that

can be manipulated to shift intersubjective and actional possibilities. As such, they

represent ubiquitous demands and materials of the interaction order, to be adapted for

institutional purposes in communication-design interventions.

Developments and limitations of the design stance toward communication

Focus areas of communication-design studies. The utility of a communication-

design view for this dissertation appears from extant research in organizational

communication that reconstructs how specific institutional practices are interactionally

orchestrated. These include Aakhus's (1999) study of Science Court (an invention from

the mid-1970s that was designed to manage policy controversies suffering from

disagreements between academic experts and public policy makers); Aakhus's (2001a)

study of GDSS facilitators' professional understanding of their work; Jacobs and

Aakhus's (2002) study of dispute mediators' native models of rational discussion; and

Harrison and Morrill's (2004) study of ombuds processes at a university. Each of these

studies advance design claims about the practice they investigate. They describe how

features of the studied *designs for communication* and their organizational settings create

or prevent specific forms of interactivity. The studies then functionally evaluate the

communication design work of their investigated practice, in light of local institutional

and interactional goals and demands.

The studies illustrate communication design research especially in the mode of

reasoning about how communication puzzles arise and get addressed/resolved. However,

as a result of methodological decisions each study individually reconstructs only partial

elements of what a comprehensive communication design enterprise could potentially

encompass. Aakhus's (1999) study of Science Court mainly reconstructs the

communication design practice from natively produced evaluations of the intervention

(colloquium proceedings and implementation reports regarding the design and failure of

the Science Court procedure). Likewise, both the study of how the profession of GDSS

facilitation reasons about its communication design work (Aakhus, 2001a), and the study

of ombuds processes (Harrison & Morrill, 2004) mostly draw on practitioners' reflections

on their design practice, through interviews and/or focus groups.

Jacobs and Aakhus's (2002) study of dispute mediators' native models of rational

discussion on the other hand mainly relies on *direct* observations of communication

design work, through investigations of transcribed mediation interactions. Their study,

then, privileges the actual functioning of interventions on interactivity in the natural setting, without considering or invoking reflection, as the other three studies mainly do. This results in a descriptive stance toward communication design work, whereas reflection such as found natively or elicited in interviews results in a more normative approach that invites evaluation of design effectiveness.

Each study's methodological limitations define its focus on part of the communication design enterprise. Such an enterprise could potentially include (a) investigation of an institutional practice in terms of its interactional and institutional demands whose resolution requires communication designs; (b) the designs for communication that have emerged to address this puzzle; (c) the activity types that arise through implementation and use of the designs for communication; and (d) the reflections and normative evaluations of the designs for communication that could inform augmentation or redesign of the institutional practice (Aakhus & Jackson, 2005).

Aakhus and Rumsey's (2010) study of supportive online communication is most comprehensive in covering all four potential elements of a communication design enterprise. Their analysis of email interaction follows how designs for communication emerge; it starts with interactional elements that are adapted for institutional purposes (giving and receiving support among cancer patients and their friends and families). The resulting forms of communication are new to the members of the email lists, and the analysis shows them actively reflecting on the communication design work, both in terms of communication outcomes and the interactional tools that have been institutionalized in their ongoing interaction. This study shows that it is possible for a communication design study to include all potential components of a full communication design enterprise, if

only by inference. But inference begs for additional support. Additional data sources that reach beyond the 'native transcripts' of interaction can provide such support empirically. Data about institutional materials and demands, and about reflections on the design activity and the assumptions about communication implied therein may require more direct interaction between researcher and practitioner.

Institutionalization through design. Besides advancing a communication design enterprise to become more comprehensive in terms of its focus areas, its potential contribution to the debate about institutions and institutionalization deserves further development. By integrating communication-design insights with insights from institutional theory, the Montreal School's CCO account, and pragmatic theories, a new understanding of institution can be developed that is both interactionally and rationally grounded. The current adaptation takes the rule-like character of institutions as understood in institutional theory seriously, seeing an institution as consisting of the 'rules of the game' (following North, 1990). These rules are expressed in local communication-design interventions in ongoing interaction. They make organization possible by virtue of the purposefulness of activity types. The more sociological understanding of institution as 'field' that is characteristic of the old institutionalism, thus becomes secondary to the more ethnomethodological understanding of institution as 'activity.'

Interaction becomes institutional when it is being adapted for 'extra-interactional' purposes. That is, when the regular routines of the interaction order (Goffman, 1983) become specified to meet demands beyond simply their own sustenance. As such, also a new policy being introduced at one specific organization poses *institutional* demands for

the ongoing interaction at that organization, even though the policy may be

organizational for being unique to that one organization. In the same vein that the

adjective *institutional* thus denotes a quality of *interaction* (cf. Drew & Heritage, 1992),

and not of an organization or another social entity, so does the noun *institution*. A

collection of organizations that self-identify as belonging to the same institutional field

(cf. DiMaggio & Powell, 1983) is then understood as a 'byproduct' of communication

design work, with ongoing interaction as its principle object of design. Hence it is the

interactional constitution of institutional communication practices that requires

explanation, of which the communicative constitution of organizations (Putnam &

Nicotera, 2009) is part, but only secondarily.[9]

    Advancing the design stance toward communication through empirical research.

How this works in the unfolding interactions of an institutional practice is an empirical

question that this dissertation addresses. The remainder of this subsection briefly

summarizes the areas of further development discussed so far, with the central questions

italicized in the text. This sets up the developments of the design stance toward

communication that this dissertation aims to realize.

    How does joint communication design work develop over time, in a changing

environment with multiple stakeholders, and changing materials and demands for

design? Addressing this question will help make the design stance more process-oriented,

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[9] It may be clear that this dissertation's adaptation of 'institution' removes the concept far from other uses of the term, which might see institution as synonymous with organization, or as encompassing a collection of organizations or their shared rules for how to operate in their industry. Seeing an institution instead as an activity type's 'rules of the game' as conceived through communication design efforts, implies that institutions may be as 'small' as a promise and as 'big' as universal human rights. This concept is still useful, however, and especially for the field of organizational communication. It helps see how common meanings, activities, and structures emerge as people try to functionalize their shared interactions, and engage in them out of habit and routine. It is this *process* that requires further explanation from a communication point of view; much more so than its *products* once they have become part of social reality.

and better positioned to explain how multiple designers and design objects constitute and sustain a designing system. Each of the design studies discussed above considers the presence of multiple designers to varying degrees, and especially Aakhus's (1999) Science Court study reconstructs communication design work as a process in flux that has consequences both for the design object and for the design coalition. Studying the development of a design practice with multiple co-designers in 'real time' would add to the process-orientation of these insights. This would also lead the way for the design stance to contribute to the institutionalization debate; *how is institutionality of local interactions established in communication design work, and how does a designing system establish and maintain institutional webs of activities that spread out in space and time?*

Besides these concerns with the approach's descriptive dimension, the design stance could also be advanced in its more normative areas. The over-arching question here is; *what would a communication-design rationality look like?* Just as Schön and Rein (1994) articulate a normative rationality for policy design work, so could the design stance toward communication become more specific with directions for the communicational design of institutional interaction. Such a rationality would likely include prescriptions for reflection similar to those of Schön and Rein, but given its communicative focus would integrate more insights about working with interactional materials, and argumentation-theoretical rules for means-ends negotiations of joint communication design.

As a logical extension of this normative development, this dissertation also addresses the question; *how could the design stance toward communication facilitate, guide, and augment actual design interventions in an existing institutional practice?* This

development will advance the *transformative-practice* aspect of the practical theory of communication design (Barge & Craig, 2009). Normative intervention principles would have direct utility for the stance's practical application and use in scholarship alike, as theory generation and testing in naturally occurring communication design work pose similar challenges to practitioners and researchers (Aakhus & Jackson, 2005).

To sum up, this dissertation aims to contribute to evolving theory about institutional formation, by advancing the design stance toward communication in the following areas (corresponding to the italicized questions above): Process-orientation, multiple designers, institutionalization, normativity, and intervention. These advances were pursued through an empirical study of a public university's contracting practice for the procurement of goods and services. The analyses presented in chapters 4-7 further integrate the approaches to organizational communication discussed in this chapter, and continue theory building based on empirical findings.

An opportunity was presented to the researcher to carry out this empirical work at the Purchasing Department of a large public university in the northeast of the United States (henceforth referred to as *Jansen University*). Key members of the research site posed specific applied questions about practical problems that are of theoretical interest to a communication design enterprise. These questions relate to the communication procedures for creating new purchasing contracts with suppliers of required goods and services for the University, and maintaining sound supply chain relationships with these vendors. The site affords extended ethnographic observations of its work procedures, through (participant) observation by the researcher, in-depth interviews with its practitioners, and access to documents and texts developed and utilized in contracting.

This research site thus not only satisfies the criterion of communication design research to engage actual practice, but also facilitates theoretical development of the design stance toward communication in the areas specified above. In the general effort to contribute to organizational communication theory about institutionalization, this contracting practice allowed the researcher to examine communication design work as it develops over time, involving multiple design practitioners that jointly construct their institutional practice, which moreover is in need of normative intervention to resolve recurring communication problems and improve the practice as a whole. The final section of this literature review discusses theory in supply chain management to build a conceptual understanding of the typical communication challenges and problems that are known in the practice of contracting for supply chain management.

Contracting for Supply Chain Management

Supply chain management (SCM) can be understood from an organizational communication standpoint as a *network form of organizing*, consisting of neither free market transactions nor bureaucratic hierarchy (Powell, 1990). Supply transactions span separate organizational hierarchies, yet escape the short-term vagaries of the free market place through the constraint of contractual agreements. Purchasing contracts and the encompassing contracting process will be seen here as designs for communication that facilitate SCM's network form of organizing. This means that they are seen as solutions (effective or not) to the design puzzle of how contracting professionals shape and manipulate interaction into functional forms of communication that address problems and challenges in the pursuit of a supply chain's institutional goals. A communication-design approach to contracting reveals that the SCM theories underlying its practices have an

insufficient understanding of how communication works. This section discusses SCM's information-transmission view of communication for contracting and its likely consequences for the field's communication design practice.

Information-transmission assumption of communication designs for contracting

The standard purchasing contract is designed based on principles of risk- and profit sharing in supply chains. As the academic field of supply chain management (SCM) defines it, "*a supply chain is two or more parties linked by a flow of goods, information, and funds*" (Tsay, Nahmias, & Agrawal, 1999, p. 301, emphasis in the original). The parties are manufacturers, distributors, third-party integrators, suppliers, retailers, etcetera, who collaborate across the supply chain's links to transform raw materials into finished goods (or resources into services). Research in SCM arises out of classical inventory theory, which deals with such logistical problems as the search for optimal inventory targets in multi-echelon organizations such as the military (organizations spanning more than one stage of a commodity's production sequence). Where 'multi-echelon inventory theory' concerns the control of material flows, research in SCM also investigates how best to deal with multiple decision makers who are linked within or across firms (Tsay et al., 1999).

Special interest in SCM research goes out to the *pre-contract stage*, when the multi-stakeholder relationships are being formed through contracting procedures managed by an organization's purchasing department. SCM researchers have classically called for the recognition that the selection of new suppliers is more complex than an economic pursuit of the lowest price (e.g., Goldberg, 1977). Even for relatively simple commodities, the selection process involves a negotiation and joint definition of their

requirements, which generates interest in different procedures for supplier selection, such as competitive bidding and negotiated contracts (Goldberg, 1977). Such contracting procedures serve the strategic function of defining a supply chain's desired future states of affairs, and so integrate an organization's purchasing practices with the pursuit of its general mission. Rapid developments in communication and information technologies in the late twentieth century facilitated further integration of an organization's procurement functions with its production and distribution functions (Thomas & Griffin, 1996).

This newly generated interest in coordinated supply-chain modeling resulted in novel organizational design efforts. Such efforts have been marked by (a) a logistical focus on a supply chain's flows of (following Tsay et al., 1999) goods, information, and funds (e.g., Thomas & Griffin, 1996); and by (b) a strategic interest in the efficiency and competition of optimal supplier selection (e.g., Kamann, 2007). These perspectives have been found to be lacking in their sensitivity to social and cultural aspects of supply chain cooperation: "The fundamental challenges are social rather than technical, involving issues of trust, co-operation, power and politics" (Price, 1996, p. 87). A review of two decades of SCM research in buyer-supplier relationships, however, reveals that the main focus areas have been based on interests in operations and supplier performance (Terpend, Tuler, Krause, & Handfield, 2008).

Besides this neglect of social dimensions in the organizational design of contracting, the role accorded to communication has been narrowly information-oriented. Goldberg's statement from 1977 about communication in supplier selection is still representative for current SCM research: "Competitive bidding is seen to be a heterogeneous class of devices for transmitting information between organizations" (p.

250). From a communication perspective, this definition appears inadequate, given that competitive bidding is a formalized procedure for the negotiation of future supply relationships, and thus involves much more than simply information transmission. However, the presumption in SCM is that communication happens when there is a need to move information between the (potential) players of competitive supply chain exchanges, typically understood from a game-theoretical perspective. A recent SCM study by Huang, Gattiker, and Schwarz (2008) appears to look beyond information-transmission functions of communication, by investigating the formation of 'interpersonal trust' through supplier selection procedures. However, their conception of communication is also ultimately limited, as they draw their conclusions about relationship formation by comparing the information richness of different communication channels used in supplier selection procedures (citing Daft, Lengel, & Trevino, 1987).

This diminished attention to the social dimension of contracting and the narrow understanding of communication in SCM literature is problematic not only for the sake of theory development in that area, but also for the consequences that it may be expected to have for SCM practice. Contracting involves the design of communication processes for the complex tasks of formulating requests for new goods and services, negotiating these requests with potential suppliers, evaluating their proposals, and then negotiating the purchasing contract. Such communication-design tasks call for an understanding of the interactionally emergent character of communication design, the influence of different possible turn-taking formats, the pragmatic commitments produced by speech acts, etcetera (see: "seven critical things, interaction designers need to know"; Aakhus & Jackson, 2005, p. 427).

Organizational procedures that have been developed without these more advanced communication-theoretical insights still do produce designs for communicational forms, but potentially based on faulty assumptions. In fact, in the case of the purchasing practice studied for this dissertation, communication does appear to be tacitly understood as the main medium through which the strategic goals of procurement should be realized. However, the policies and formal procedures of this practice do not sufficiently acknowledge and exploit this insight for the purposes of effective communication design. Indeed, the problematic understanding of communication in the SCM literature is reflected in the investigated practice, and its repair can result in the solution of some of the practice's most pressing recurring problems. These concerns form the practical motivation for this dissertation's communication-design study.

A communication-design study of supply chain contracting

Contracting for supply chain management presents an institutional practice suitable for design research in the area of organizational communication. First, the practice is explicitly problem-oriented: purchasing contracts and procedures have evolved through ongoing efforts to find solutions to common difficulties in professional procurement. Second, supply chain contracting has an advanced theoretical dimension in SCM research and education, which develops and spells out the formal descriptive and normative understanding of its practice. A third reason why supply chain contracting is a suitable site for communication design research is that it is highly 'isomorphized' (cf. DiMaggio & Powell, 1983)—'best practices' and common operating procedures are recognized and applied in the contracting work of a diversity of organizations, united in professional associations such as the Institute for Supply Management (ISM:

www.ism.ws) and Educational & Institutional Cooperative Purchasing (E&I:

www.eandi.org).

This third reason facilitates investigation of professional standards for the communicative practice, but it also ensures that the practice represents a widespread institutional phenomenon that is relevant for organizations in a range of trades, including education as well as commerce, and enterprises both public and private. Moreover, the relevance of research in supply chain contracting reaches beyond the institutional context of supply chain management to areas such as marketing, sales, and crowd sourcing in general, which similarly deal with problems of evaluating an organization's products or services for their fit with a target group of users and consumers. Thus, in addition to site-specific benefits for advancing theory in institutionalization and communication design discussed at the end of the previous section, the larger practice of SCM contracting is inviting for the theoretical contributions that this dissertation pursues.

To sum up: In order to advance the design stance toward communication in the area of institutions and organizational communication, this dissertation reports on a communication-design study addressing the practical and theoretical problems of the contracting practice of a large public university in the northeast of the United States. This study seeks to answer the main research question: *How does the contracting process of supply chain management shape interaction into functional forms of communication that address problems and challenges in the pursuit of a supply chain's technical and social goals?* The following chapter further expands this question into subquestions through a discussion of the study's research methodology.

Chapter 3: Design Methodology

Aakhus and Jackson (2005) point out that design methodology does not prescribe a set of methods and techniques. Rather, it proposes a mode of reasoning, which reconstructs conventionalized forms of communication as responses to and anticipations of interactional difficulties that emerge in the course of institutional activity (Aakhus, 2007a). Research methods should be fitted to that practice, rather than vice versa. Following a view of research methodology as a form of argumentation (Jackson, 1986; 1989), this study's methods for data gathering and analysis were developed and applied to produce arguments for the kinds of heuristic and normative claims that may be expected about the communication design work of contracting.

This study's approach followed the reasoning of design methodology by describing as well as evaluating the communication design work that constitutes the research site's contracting practice. Note that the design stance toward communication thus initially served as an analytical commitment regarding the practice's constitutivity. It suggests theoretical claims about the institutionalization of the contracting practice's designs for communication. The most general claim that can be formulated based on this dissertation's theoretical commitments (before any systematic data analysis) is: *Jansen University's contracting is an institutional practice that is the product and process of communication design work, which involves the coordination of the reciprocally constitutive effects of the interaction order and the institutional order through the orchestration of functional forms of communication.* The data of this study were collected to find support for such claims, and their analysis served to test and further specify these

to advance both the theory of communication design, and the understanding of the practice.

Ethnographic fieldwork was conducted from February 2009 to May 2011 to explore the setting, practice, and problems of Jansen University's Purchasing Department.[10] The classic ethnographic framework was adapted for the gathering of multiple data types, establishing the diverse analytic foci of process orientation, multiple designers, institutionalization, normativity, and intervention. The following section first discusses the setting and the Purchasing Department's reported problems, motivating the formulation of this study's empirical research questions. This chapter's second section then describes the applied methods of data gathering and analysis.

Jansen Purchasing: "Communication Problems"

The opportunity to study Jansen University's contracting process was presented with the Purchasing Director's request for assistance with what he identified as recurring "communication problems" at his Department. Initial interviews with the Director pointed out that these problems stretch beyond the technical issues of supply chain management—the logistics of product distribution and the chain-wide sharing of the profits and risks of business in a volatile market (Simchi-Levi et al., 2008; Tsay et al., 1999). Instead, the Purchasing Director was more concerned with the formation and maintenance of sound supply relationships between the University and its vendors, and how this should be done fairly and accountably.

For example, some of the communication problems that the Director described include evaluating vendors' contract proposals in terms of corporate social and

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[10] The confidentiality of all organizations and individuals involved in this study is preserved with the use of pseudonyms.

environmental responsibility; having to justify the decision to award a new contract to a specific vendor when that decision is formally protested by a rejected vendor; and flexibly responding to circumstances that arise during a supplier's operations but were unanticipated by the purchasing contract. The difficulty with such problems lies in the crafting of an adequate communicative response that addresses the institutional as well as interactional demands of the situation. In the case of a contract proposal evaluation, the typical challenge that may arise for a buyer at the Purchasing Department is to justify the contract award exclusively based on predetermined institutional requirements—such as those regarding vendors' policies for corporate social and environmental responsibility— and not to let preferences based on one's personal connection with a vendor take the upper hand in the decision making.

Institutional procedures and communication technologies are in place to help contracting actors resolve such difficulties with conflicting demands. For instance, contract proposals are evaluated not by individual buyers, but by a committee of stakeholders at the University, using numerical evaluation tools in computer spreadsheets that assign relative weights to the various proposal criteria. Likewise, in the face of a vendors' protest letter following rejection of that vendor's bid, a formal procedure prescribes what types of evidence supporting the rejection has to be gathered, which University representatives should help formulate and sign off on the University's response, and by when the protesting vendor should receive the response.

However, even when communication designs are already in place, additional problems may arise from the use of such institutionalized designs. For example, the Purchasing Director reported in an interview how once the formal procedure for

justifying the rejection of a vendor's bid for an elevator maintenance contract forced him to suspend contract negotiations with the bidder whose proposal was awarded, and as a result, to extend the expiring contract of the incumbent supplier of elevator maintenance. The communication-design study of this dissertation addresses such and other communication problems by focusing on the interactional aspects of contracting that neither the University's standard contracting process, nor SCM theory appear to address. Thus, the generation of practical advice for Jansen's Purchasing Department and for the wider SCM institution forms an important objective of this dissertation.

The Purchasing Department

At the start of the fieldwork, the Purchasing Department of Jansen University employs 22 full-time staff members: the Director, nine Buyers, six Assistants for Administration or Purchasing, two Customer Service Specialists, and four Special Area Managers. The Department handles most of the University's procurement: $300 million in transactions annually, dispersed over approximately 3,000 transactions per month and 1,200 annual-term and multiple year contracts with external suppliers.[11] The transactions include individual purchases of products and services for the University (e.g., pencils, airline tickets, elevator maintenance, a new department building, catering, toilet paper, etcetera), but also the establishment of purchasing contracts that enable members of the University community to purchase these commodities against negotiated rates from 'preferred suppliers.'

Throughout the fieldwork period, Jansen University has been under serious pressure to reduce its budget and spending. The financial situation became direr with the

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[11] Data from a telephone interview with Jansen University's Purchasing Director, conducted on 11/21/2008.

global financial crisis of 2009, and a change of State leadership that came with negative

implications for the University's public budget. The Purchasing Department saw its

operational budget, staff, and resources reduced, like other departments at the University.

Additionally, the University Administration regards the Purchasing Department as

instrumental in Jansen's efforts to reduce the budget with minimal sacrifices to staff and

resources. Buyers and supporting staff have to constantly find ways to save the

University money by channeling common purchases to preferred, contracted suppliers,

and letting incidental, low-priced purchases be handled by the University departments'

business managers. During the fieldwork period, two audits of the Purchasing

Department's operations by official State Auditors add more external scrutiny to the

contracting process.

In this organizational climate where daily operations face considerable scrutiny

from within and outside the Department, recurring operational challenges and process

breakdowns such as the ones discussed above cause visible stress to its members. More

importantly, the heightened scrutiny emphasizes the institutional demands defining the

communication design work. These circumstances facilitated the researcher to observe

the diverse interactional and institutional materials, tasks, and challenges giving rise to

the problems as well as the solutions of contracting. They motivated research questions

about the communication design of contracting for public procurement.

Research questions: Challenges, process breakdowns, and communication designs

The communication-design challenges involved in contracting for SCM motivated

the following main research question (Chapter 2): *How does the contracting process of*

supply chain management shape interaction into functional forms of communication that

address problems and challenges in the pursuit of a supply chain's technical and social goals? The study identified aspects of Jansen University's contracting process that its actors experienced as problematic, and other aspects that complicated the process in less obvious ways. Problems arising in the contracting process may be seen as 'unintended' or 'accidental' consequences of existing designs for communication that fail to adequately resolve conflicting demands of the interaction and institutional orders. Such adverse effects of prior communication design work shape the interactional and institutional problems and challenges that give rise to subsequent design efforts.[12] Early findings concerning these problems motivated six more specified empirical research questions that informed the study's continued development (Table 3.1 lists all research questions). Given that problems and challenges emerge in the course of the University's contracting process, this process first had to be interrogated to understand its means and ends. Research question 1a addressed this:

Research question 1a: How does Jansen University's current contracting process produce purchasing contracts, and how does the process implicate supply chain relations and operations?

Taking an interactional approach, a more specific question could be formulated to identify the components that make up the contracting process:

Research question 1b: What are the interactional constituents of Jansen University's contracting process, and how do they relate to one another?

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[12] The term "unintended consequence" is common in organizational communication theories, especially those inspired by structuration theory. From a communication design perspective, the term perhaps overemphasizes intentionality in organizing, since not all of institutional communication design work is driven by intentions. Intentional or not, any procedure, convention, artifact, communicative act, etcetera, that conflicts with the interactional and/or institutional needs of the local practice will be seen as a problem or challenge that naturally motivates more communication design work (intentional or not).

Based on such an interactional understanding of the University's contracting process, questions could be formulated about the designs for communication that address or cause the challenges of contracting:

Research question 2a: How do actors in Jansen University's contracting process frame and manage typical challenges of their work?

One recurring challenge of contracting involves the selection of a new supplier for a specific commodity for the University, achieved in a way that (a) meets the strategic goals of University operations (e.g., the mass procurement of high-quality, recycled copy paper against rates that remain competitive throughout the life cycle of the projected contract), and (b) is perceived as strategic and equitable by all involved stakeholders (i.e., all vendors who responded to the request for proposal, members of the University community, and the public as represented by the State). This challenge was known to have led to process breakdowns before. For instance, in one case a vendor whose bid for a major contract with the University got rejected filed a lawsuit that accused several purchasing staff members of favoritism for the vendor who won the bid. This invited a question specifically about the breakdowns with which the contracting actors get to cope in their work:

Research question 2b: How do actors in Jansen University's contracting process frame and attempt to repair process breakdowns as they encounter them in their work?

The actors' framing did not always explicitly concern communication, but assumptions about communication could be derived from actors' accounts, using the analytics of the design stance toward communication. The accounts would allow investigation of the communication designs in place to address challenges and avoid

breakdowns in the contracting process. These designs are understood as solutions to the interactional problems associated with the challenges. The University's competitive bidding process, including the use of numerically weighted evaluation criteria for bid evaluations is one such design that is used to manage the challenge of strategic and equitable procurement.

Question 2b, like question 2a, focused on the procedures, techniques, and technologies that actors involved in Jansen's supply chain employ to address challenges, and specifically to repair operation breakdowns. The procedure for responding to a bid rejection protest is a fitting example of this category.

Finally, this study's commitment to develop the normative dimension of the design stance toward communication motivated an evaluative approach suitable to the institutional practice of contracting. It invited the following question:

Research question 3a: How effective is Jansen University's contracting process in meeting the interactional and institutional demands of supply chain management?

This question ultimately implies augmentation of the institutional practice, which also aligns with the practical goal of the study:

Research question 3b: How could Jansen University's contracting process be redesigned to render it more sensitive to the interactional dimension of supply chain management?

Note that questions 1a through 3a address theoretical prerequisites for answering this last research question 3b. They prepare the grounds not only for the study's theoretical pursuits, but also for the informed formulation of ultimate practical recommendations. Although questions 1a through 3a will as such be answered

elaborately in this dissertation, question 3b is suggested as a way to put this study's approach into practice by developing theoretically informed, applied communication advice. However, such an endeavor would require continued study through a variant of action research (e.g., Avison, Lau, Myers, & Nielsen, 1999; Baburoglu & Ravn, 1992) adapted to the communication-design insights of the current study.

Table 3.1: Research questions

Main research question: How does the contracting process in purchasing shape interaction into functional forms of communication that address problems and challenges in the pursuit of a supply chain's technical and social goals?
Research question 1a: How does Jansen University's current contracting process produce purchasing contracts, and how does the process implicate supply chain relations and operations?
Research question 1b: What are the interactional constituents of Jansen University's contracting process, and how do they relate to one another?
Research question 2a: How do actors in Jansen University's contracting process frame and manage typical challenges of their work?
Research question 2b: How do actors in Jansen University's contracting process frame and attempt to repair process breakdowns as they encounter them in their work?
Research question 3a: How effective is Jansen University's contracting process in meeting the interactional and institutional demands of supply chain management?
Research question 3b: How could Jansen University's contracting process be redesigned to render it more sensitive to the interactional dimension of supply chain management?

Research Methods

Units of analysis in communication design research include communication processes, forms, and materials that are constituents as well as outcomes of a design practice. Observations of the Department's contracting interactions were conducted through the researcher's active presence as a (participant) observer, enhanced with audio recordings where suitable and permitted; through paper traces and their electronic equivalents; and through retrospective in-depth interviews. The resulting data types facilitated the reconstruction of the contracting process as a communication design practice. This section further describes the applied methods of data gathering, and the sampling of cases in the University's contracting process.

Methods of data gathering

"Conceptually and methodologically, a design enterprise is an extension of an empirical and theoretical approach, not a freestanding construction," Aakhus and Jackson (2005, p. 423) observe. However, they do propose specific methods, borrowing from computer software design, participatory sociotechnical design, and known methods in the field of Language and Social Interaction. In computer software design, 'requirements engineering' is carried out through interviews and surveys that elicit users' requirements of a system to-be-designed (analogous to 'institutional demands') and their evaluations of existing systems (analogous to 'hypotheses and theoretical knowledge about communication'). The limited extent to which people are able to discursively articulate their needs/requirements in a practice (Mills, 1940) further requires ethnographic and participatory observations of workplace interactions. Such observations may finally be supplemented by the qualitative analysis of naturalistic interaction records such as

audio/video recordings and transcripts. This subsection describes the use of the following

data gathering techniques that have been combined in the study: ethnographic

observations, audio recordings of naturally occurring interactions, content and discourse

analysis, and interviews. Table 3.2 presents a fact sheet of the fieldwork and gathered

data.

Table 3.2: Fieldwork/data fact sheet

Number of observed contracting cases	6
Number of study participants[13]	66
Months of fieldwork	28
Number of site visits	77
Number of hours at site (approximately)	185
Number of interviews[14]	89
Number of observed meetings[15]	34
Pages of typed field notes (double-spaced)	311
Pages of interview transcripts (1.5-spaced)	925
Pages of meeting transcripts (1.5-spaced)	560

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[13] Of the 66 participants, 20 were Jansen Purchasing staff members, 31 were Jansen employees from other departments, and 15 were representatives of vendor organizations.

[14] Of the 89 interviews, 87 were carried out with Jansen Purchasing staff members, 1 with a Jansen employee from another department, and 1 with a vendor representative.

[15] Of the 34 attended meetings, 15 were held among members of Jansen's Purchasing staff only. Of the other 19 meetings, 14 included also representatives of vendor organizations, and 5 of the meetings were held only between Purchasing staff members and Jansen employees from other departments.

Ethnographic observations. Ethnographic observations of select work interactions yielded data regarding *interactional design moves*. The central purpose of these data was to model and reconstruct the activities and sequences of activities that make up the contracting processes. The observations focused on participants' conversational/interactional sequencing that shape forms of communication at the selected contracting events. These data provided insight into how contracting actors jointly construct and recognize the activity types of their practice.

The ethnographic observations also served to map the institutional order of Jansen's contracting process. Institutional demands and materials take shape in a socio-historical context and form the infrastructure of affordances and constraints available to the actors of the site as they attempt to institutionally discipline and legitimize their interactions. One influential institutional aspect of Jansen Purchasing is the all-encompassing project of the University to reduce its overall expenses in the face of the state's budget cuts and the financial crisis generally.

During the observations the researcher would take notes from an unobtrusive position, and while participating in targeted interactions where expected and/or necessary.[16] The initial field notes were always recorded with pen and paper. As soon as possible after any observation, the researcher processed and elaborated these notes using word processing software. The resulting extended field notes focus predominantly on the observed interactions and their interrelations, and occasionally involve theoretical reflections or analyses in terms of design work. The typing of extended field notes

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[16] Most research participants came know the researcher as a regular presence in their work environment. Observation frequently occurred in tandem with casual interaction. Occasionally, participants would ask the researcher for his views on the studied purchasing processes, such as during naturally occurring reflections.

represented the beginnings of the data analysis stage, further described in the following
section.

During the 28 months of fieldwork, the researcher made a total of 77 site visits,
totaling to an approximate 185 hours of presence/observation. 34 distinct meetings
(planned and spontaneous) were observed. 311 double-spaced pages of field notes were
typed (Table 3.2).

Audio recordings of naturally occurring interactions. The observed interactions
were also audio recorded whenever suitable, and only when the informed consent of all
participants to an interaction permitted this. The recordings were used to produce
verbatim transcriptions of the verbal communication involved in the investigated
activities. They enabled triangulation in order to establish the (verbal) accuracy of the
participant observations. Moreover, they facilitated detailed analysis of the
conversational sequencing through which contracting actors co-construct their
interactions. A total of 560 pages (1.5-spaced) of meeting transcripts were produced,
covering 9 audio-recorded meetings out of the 34 that were observed (Table 3.2).

Content and discourse analysis. The content analysis of documents and
correspondences created and used in contracting served to trace the development of the
studied cases, and to analyze the effects of their material mediation on the investigated
interactions. All gathered documents were rendered in electronic form in order to enable
computer-supported analysis. This produced a large number of digital files per observed
contracting case.

Interviews. The qualitative interviews with Purchasing staff members, supplier
representatives, and other individuals relevantly involved in the investigated interactions

served to articulate their rationales and implicit assumptions about how communication works and how it ought to work (cf. Aakhus, 2007a). The interviews also served to obtain native reconstructions of the contracting process.[17] Interviews were audio-recorded when suitable, and when permitted through the informed consent of the interviewee. The notes and/or transcripts of the interviews were used as data for the reconstruction and critical evaluation of said rationales and assumptions. A total number of 89 interviews were conducted, of which 27 were audio-recorded and transcribed, totaling to 925 pages (1.5-spaced) of interview transcripts (Table 3.2).[18]

The total numbers of interviews conducted, meetings attended, and site visits made may appear as large or arbitrary for ethnographic research in organizational communication. One defining difference between the current study and classical workplace ethnographies such as Kunda's (2006) or Van Maanen's (1991), is the focus on distinct cases within the investigated practice, as opposed to a general focus on the organizational culture. Had the purpose of this study been to derive common themes of the organizational culture or practice, then site visits, interviews and meetings would have been planned differently. This study focused on selected contracting projects and their chronological unfolding over time. As a consequence, many interviews were conducted and meetings attended for the researcher's sole purpose of keeping updated about recent and unfolding events. *Saturation* for a given contracting case was thus only reached after the events of that case were fully recorded through the various means of data gathering.

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[17] See the Appendix for the study's semi-structured interview protocols with sample questions.
[18] The actual transcription of the audio recordings (both of observed interactions and of interviews) was outsourced to an IRB-approved agency, using funds made available by Jansen University's Purchasing Department.

Sampled contracting cases

The investigated design interventions were selected based on a purposive sample of distinct contracting cases that were ongoing or starting up at the Purchasing Department during the fieldwork stage of the study. These cases are requests for proposal (RFPs), or purchasing contracts in varying stages of development. Cases were considered for inclusion in the study while they emerged in the operations of the Purchasing Department. A total of six cases were selected in deliberation with the Purchasing Director for inclusion in the study: The Campus Center RFP; the office supplies RFP/contract; the travel RFP; the bike share RFP; the campus bus RFP; and the CopyOne contract. This subsection briefly describes each case, and justifies its inclusion in the sample.

The *Campus Center RFP* was initiated in response to a request for a new food vendor in the University's Northwest Campus Center, ultimately resulting in a new contract with *All Tacos*. This case was included in the sample because it was expected to be representative of the University's 'canonical' RFP process (thus specifically informing RQs 1a and 1b).

The *office supplies RFP* was initiated with the intention to replace the University's separate contracts with its three incumbent vendors of office supplies with one exclusive contract with a 'preferred' supplier. It was included for study because the prospected contract was supposed to significantly alter the University's relationship with its incumbent vendors, raising the expectation of challenges for the involved contracting actors (specifically informing RQs 2a and 2b). This RFP indeed produced a new contract, which elicited a bid protest from the incumbent vendor—a problematic situation that

produced a communication design puzzle that is typical for bid rejections/contract dissolutions.

The *travel RFP* became a long-winding case regarding University travel which developed into several potential RFPs, such as one for a new travel reservation website, and one for various travel vendors (hotels and rental cars). This case was selected for study because it also was expected to encounter great challenges in the contracting process (specifically informing RQs 2a and 2b); it was supposed to create an entirely new infrastructure of services and facilities for the University community, supported by types of relationships with vendors that the are new to the University. At the end of the fieldwork, the case appeared abandoned in the face of complications with the contracting process.

The *bike share RFP* was initiated when the University's Energy Institute offered seed money for a bike share program on the University campus. It was selected for study because the researcher was personally requested to serve on the evaluation committee for this RFP, due to his affinity for bicycling. The case provided a unique opportunity to experience the contracting process from 'a members' perspective' through participant observation. This insider's perspective contributed to answering all research questions, but the case also produced a special breakdown episode that specifically informs RQs 2A and 2B.

The *campus bus RFP* was initiated when the expiration date for the University's 10-year contract with the incumbent campus bus vendor was approaching. The case was included in the sample when the Purchasing Director informed the researcher that the RFP procedure appeared to be leading towards awarding a vendor other than the

incumbent. Such a circumstance is prone to process breakdown because of the potentially impending dissolution of a long-standing supply relationship. Indeed, when the incumbent vendor's bid was rejected in favor of a competitor's bid, the incumbent started a bid protest procedure followed by a lawsuit against the University and the specific individuals responsible for the bid rejection (specifically informing RQs 2a and 2b).

Finally, the *CopyOne contract* was an ongoing contract with one of the University's major vendors of copy machines, during the fieldwork of this study. It was selected because of the repeated complications in the relationships between the Buyer responsible for this commodity, and CopyOne's representatives. Three of them were replaced in a period of one year, due to their strenuous relationships (specifically informing RQs 2a and 2b).

Of the six contracting cases thus sampled, five involved problems or breakdowns in the contracting process. The Campus Center RFP can be understood as most representative for how an RFP 'ideally' unfolds at Jansen University, and was thus treated as a benchmark against which to compare the other cases. However, this does not mean that everything that was observed in the other cases was irregular; each single case contributed to the reconstruction of the University's 'canonical' contracting process. The five cases with problematic aspects were specifically selected to facilitate *negative- or deviant-case analysis* (Katz, 2001; Silverman, 2001) to ensure the qualitative *breadth* of the data (Becker, 2001). Moreover, as in comparable studies of institutional practices in which decision making plays a key role (e.g., Harrison & Morrill, 2004; Morrill, 1995), the sampling of *trouble cases* specifically informed how the practice is designed around the avoidance and repair of such cases.

Participants

All staff members of Jansen's Purchasing Department were personally requested to participate in this study and offered informed consent forms by the researcher. It was emphasized that all data would only be collected for the theoretical interest of the researcher, and would not be shared directly with the Purchasing Director or anyone else. One Senior Buyer declined to participate for unspecified personal reasons, all other staff members agreed to participate. Any others who got involved in the study through the natural course of work procedures (e.g., potential business partners of the University, or departmental business managers contributing to proposal evaluations) were recruited on an individual basis when the moment to ask for their informed consent would arise. A total of 66 research participants were recruited throughout the fieldwork stage.

Data Analysis

The aim of this study was to reconstruct and evaluate the contracting process of Jansen University as a designing system for the communicative production and maintenance of purchasing contracts and their associated supply chain relationships and operations. This reconstruction effort was supported by qualitative data sets acquired through the data-gathering methods of ethnographic observation and interviewing, audio recording of interactions, and document study. The data were analyzed in three progressive rounds corresponding with the empirical research questions listed in Table 3.1. The first round served to map out the networks of activities and events of the contracting process, following the assumption of the language-action perspective that an organizational process unfolds through sequentially orchestrated (collective) speech acts (Winograd, 1987). This round addressed the questions of how sequences of events drive

forward the contracting process, and what forms of communication are required of each type of event to contribute to that process.

The second round specifically focused on challenges and breakdowns of the contracting process, in order to better understand its constituent design puzzles. This round formulated answers to the questions of how communication designs of contracting address the inherent tensions of the practice, and what these designs presuppose about communication. The third round then interrogated the designing system of contracting as reconstructed in rounds one and two, and evaluated the effectiveness of its communication designs for the development of purchasing contracts. This final round finalized the stage preparation for generating specific practical recommendations for improvement of the contracting process (RQ 3b). The following subsections describe how central units of observation were analyzed in each round of data analysis, adding examples from the data as illustrations.

Data analysis round one: Mapping networks of events, interactions, and communicative acts

Round one of the data analysis mapped out Jansen's contracting process as a network of sequential events, interactions, and communicative acts for the production and maintenance of purchasing contracts (cf. Winograd, 1987). Following Schwartzman (1989), the initial unit of observation was taken to be 'meetings,' understood as key events that carry an organizational process forward. The researcher reconstructed per contracting case how its meetings chronologically followed one another, and how each meeting produced 'output' to be used as 'input' for further activities. This reconstruction effort was initially based on field notes from observations and interviews, and later on

during the fieldwork also on interview and meeting transcripts once they became available.

Process reconstruction in Compendium. The analytical process reconstruction was facilitated by the mapping software of the *Compendium Institute* (http://compendium.open.ac.uk/institute). This program facilitates the generation of visual maps for which the user can freely create nodes, icons, arrows, and other symbols, and define their meanings relative to one another. So the program served to render a visual overview of the chronological events of a contracting case, but also to meaningfully organize the data supporting the reconstruction: each node or icon in a map can be linked to an electronic file on the local computer drive. Figure 3.1 below shows a screenshot of the process reconstruction in *Compendium* for the case of the office supplies RFP/contract. The icons for meetings and documents (towards the top) may be clear. The arrows indicate how meetings and documents relate to one another in the chronological flow of (dated) events, as well as to the questions/ambiguities and ideas that arise and are taken up in the process (indicated by question marks and light bulbs).

The icons at the bottom of the map, with arrows pointing straight up to the meetings, are electronically linked to typed field notes or interview/meeting transcripts. Double-clicking on these icons opens the documents in the computer's local word-processing software. In the case of work documents such as the meeting agenda in Figure 3.1, the icons are also linked to their locally stored electronic files, which open in their designated software programs depending on the file type (e.g., text file, spreadsheet, PDF). Double-clicking meeting icons and idea/question icons opens a window within *Compendium*, displaying custom text fields in which the researcher recorded file names

of data sources reporting the unit of observation, including relevant line numbers in

interview/meeting transcripts or typed field notes. The electronic linking of data files and

the recording of relevant line numbers in them facilitated continued data analysis based

on the meaningful structures represented by the visual reconstruction.

  Compendium thus served not only as a visual reconstruction of the contracting

process, but also as a means for analytic data management. It produced a *case record* of

the case study data, which Patton (1990; cited in Merriam, 1998) defines as follows:

> "The case record pulls together and organizes the voluminous case data into a
> comprehensive primary resource package. The case record includes all the major
> information that will be used in doing the case analysis and case study. Information is
> edited, redundancies are sorted out, parts are fitted together, and the case record is
> organized for ready access either chronologically and/or topically. The case record
> must be complete but manageable" (p. 386-387). (p. 194)

The case record's data management in the present case study integrated conceptual data

analysis by applying and testing this study's assumptions about the generative roles of

meetings, the mediating effects of materials such as documents and texts, the design

consequences of procedures and techniques, etcetera. The rationales for the formation

and definition of different node types, arrows, and their relative placement in the

reconstruction evolved through the course of data analysis round one. This resulted in

what the developers of *Compendium* call an *ontology* supporting the reconstruction of a

given discursive phenomenon.
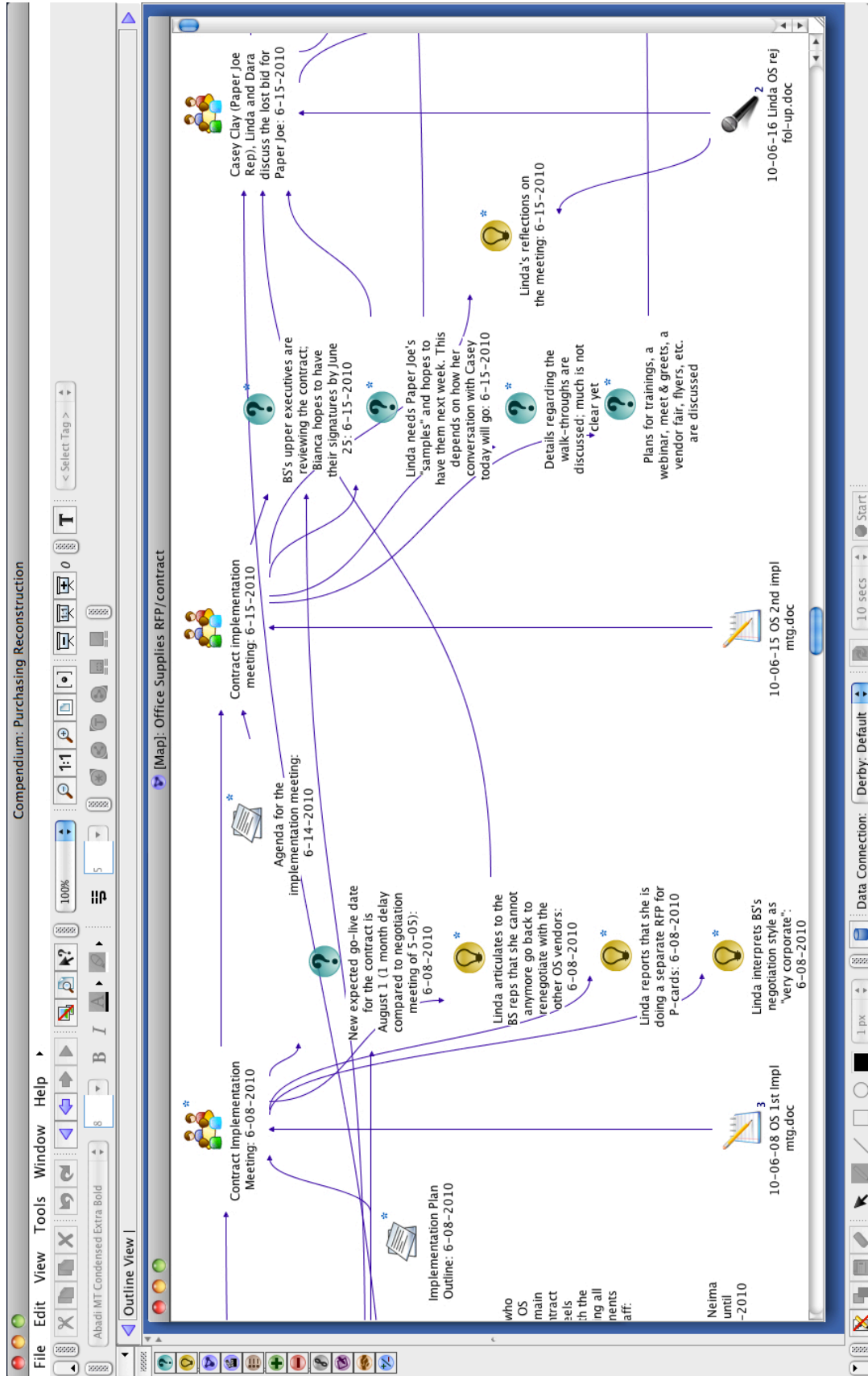
Figure 3.1: Screenshot of qualitative process reconstruction in *Compendium*

The analytic procedure thus emerged as a theoretically informed, process-oriented variant of the *constant comparison method* (Glaser & Strauss, 1967), in which the researcher would continually update the hypothesized relationships among units of observation, by manipulating nodes, arrows, and definitions, and revisiting observations to test the fit of the developing ontology. The six contracting cases were reconstructed in separate maps within *Compendium*, treating them as distinct instantiations of the same generic practice. Iterative within-case and cross-case analyses (Yin, 2009) resulted in the final reconstruction ontology of which Figure 3.1 presents a partial illustration.

Each case map was created with the same vertical delimitation as presented in Figure 3.1, with further expansions only along the horizontal time dimension. The vertical ordering of units of observation and data sources loosely represents a hierarchy of significance, with supporting data sources produced through observation/transcription at the bottom. Specific interactional events such as meetings were experienced in the process as 'most significant' to contracting actors, followed by documents created and utilized during these events. Other events whose icon types would also be ordered high on significance were personal conversations and participant/personnel changes during a process. Ideas (light bulbs in Figure 3.1), questions/ambiguities (question marks), and formal decisions (denoted with another separate icon) were ordered along the vertical dimension according to their estimated 'native' significance to the contracting case. Other common icons denoting documents were linked to exchanged emails, publicly available policy documents, and websites.

Content/discourse analysis of textual data. The reconstruction process of the first round of data analysis chronologically followed the data gathered about each contracting

case. All field notes, transcripts, and documents were carefully read from the beginning until the end, extracting from them the natively and/or theoretically significant observational units per case and adding these simultaneously to the emerging maps in *Compendium*. As part of this procedure, the researcher would correct the (outsourced) interview and meeting transcripts by listening to the original audio recordings and reading along on the 'raw' transcripts line by line, pausing wherever necessary to make adjustments. The adjustments involved: (a) corrections of simple transcription errors (due to the transcription professional's listening errors or lacking contextual knowledge); (b) the addition of audio-recorded nonverbal signals such as vocal emphasis, coughing, laughing, significant pauses, or relevant background noises; (c) the addition of any kinetic nonverbal signs such as gestures, eye gaze, or the manipulation of significant artifacts or documents, as recorded in the researcher's field notes of an audio-recorded interview or meeting; and (d) the removal of information identifying individuals and organizations recorded or mentioned in the audio recordings, through the substitution of pseudonyms or generic, not-identifying labels. These data checks and manipulations furthermore assisted the researcher in becoming intimately familiar with the data.

The data analysis supporting the process reconstructions partially followed Emerson, Fretz and Shaw's (1995) guidelines for analyzing field notes, adapted for this study's theoretical interest in communication design, as warranted by the methodology of 'analytic ethnography' (Snow, Morrill, & Anderson, 2003). The line-by-line reading of the field notes and audio transcripts was from the start informed by theoretical foci on the types of designs for communication that the researcher expected to find developed and utilized in meeting formats, interactional patterns, policies, instruments, technologies,

etcetera. The native significance of such observational units soon became apparent in contracting actors' accounts of their work, observed/recorded during interviews and naturally occurring interactions or meetings.

Although Emerson at al. (1995) hold that the ethnographer should first 'code without an agenda' and resist tendencies to organize the codes according to some external rationale, the reconstruction and mapping of event sequences took on the character of more 'focused coding' early on in the data analysis. The analytical product of these efforts was not a 'coding tree' as may otherwise be expected of ethnographic analysis. Units of observation were not grouped by 'themes' or categories that together define the native understanding of a culture or a community. Rather than such a *snapshot* analysis of a practice, the process reconstruction was supposed to provide a chronological understanding of how contracting evolves through sequential interactional design moves. In the place of a coding tree, the reconstruction produced a *mapping ontology* as described above. A simplified abstraction of this ontology could be presented as a 'canonical' sequence of events and interactions in Jansen's generic contracting process. Figure 3.2 shows a visual representation of this canon, as the outcome and applied analytical lens of data analysis round one.
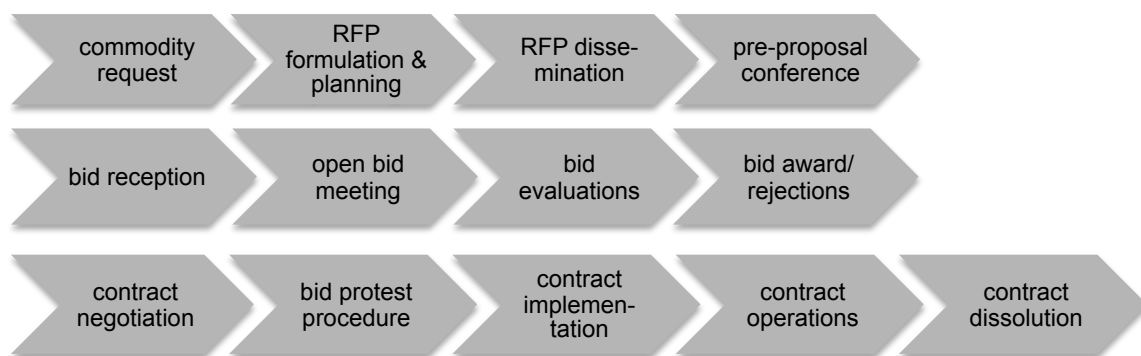
Figure 3.2: Canonical sequence of events of Jansen University's contracting process

Each arrow in Figure 3.2 represents a stage in Jansen's contracting process that its members recognize as either standard or optional for each contracting project. Coupled with the communication-design interest in meetings and collective communicative acts, this canon of the contracting process was reconstructed from constant comparison of the six observed contracting cases (Glaser & Strauss, 1967; Yin, 2009). The forward momentum that the interlocking arrows in the figure suggest was not the reality at every stage for every observed RFP[19] process. The flow is considered 'canonical,' because while its participants appear to act based on an abstracted understanding of its form, it was never observed in full as the occurrence of its stages depends on a range of contingencies (cf. Drew & Heritage, 1992). This variation between the canonical and the realized contracting process, together with variations observed among the individual contracting cases, formed inspiration for further interrogation of the data.

Data analysis round two: Understanding design challenges and process breakdowns

Round two of the data analysis advanced the iteratively inductive and deductive modes of the process reconstruction. In the effort to understand coherence and variation of the contracting process, the native interpretations from research participants' meeting interactions and interview reflections were reconstructed in theoretical terms. Particularly, investigations of challenges and process breakdowns of Jansen contracting (RQs 2a & 2b) pointed out the defining importance of managing common disagreements that could and do arise in the course of producing new purchasing contracts. This inspired the development of a theoretical framework based on extant research and theory in argumentation (e.g., Van Eemeren et al., 1993; Jackson & Jacobs, 1980). Following the

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[19] RFP stands for 'request for proposal.' Chapter 4 further elaborates on the canonical sequence of contracting.

reasoning of grounded practical theory (GPT; Craig & Tracy, 1995), this facilitated the articulation of 'situated ideals' of Jansen contracting, which were then iteratively defined in terms of normative and descriptive insights in argumentation theory—an analytical move that distinguishes the design stance from GPT.

The challenges and process breakdowns were identified based on research participants' own identifications of them: what do they experience as problematic in their practice, and when do they frame such problems as actual breakdowns of the workflow? In cases that challenges or breakdowns were not explicitly framed in problematic terms, the ethnomethodological principle of *recipient design* (Heritage 1984) was applied: an interactional occurrence was analyzed as problematic if it was taken up as such in the immediate sequential context, for instance through the attempt to repair 'interactional trouble' (Jackson & Jacobs, 1980). The iterative communication-design analysis using argumentation-theoretical terms did not impose external meanings on the contracting practice, but focused on the *processes* of meaning making (cf. Emerson et al., 1995). As such, the methodology is not interpretive in the traditional ethnographic sense of uncovering the substantive *meanings* of a community (e.g., Geertz, 1973; Wacquant, 1995). Rather, the ethnomethodological aspect of the approach investigates the *methods* that the community's members themselves employ in generating and interpreting their practice's meaning, action, and coherence (Jacobs, 2002).

To this end, problematic episodes were identified through the process reconstructions in *Compendium*, and the data documenting them were revisited for more detailed reconstruction of how challenges arise and get addressed in the contracting process. Especially actual process breakdowns (when a problem seriously halts desired

progression of the contracting process, following the interpretation of a research participant) were revisited in order to analyze the interactional and institutional demands of contracting and the design innovations that arise to address them. The analysis of these episodes followed discourse-analytic principles of pragmatic approaches to language (Levinson, 1979) and argumentation (e.g., Van Eemeren et al., 1993; Jackson & Jacobs, 1980): central units of observation included speech acts, pragmatically implied commitments, argumentative expressions of claims and doubts, activity types and their pragmatic rules for language use, etcetera.

The separate cases and episodes included in the process reconstruction inductively led to more general insights about the 'designing system' (Schön & Rein, 1994) of Jansen University's contracting process. The central outcome of this analysis was a typology of common types of contracting arguments and their hierarchical interrelationships. This typology was derived from the chronological analysis of sequential contracting interactions, yet it revealed an abstracted organizing principle for the construction and interpretation of contracting disagreements. As such, the analysis could be both grounded in process-oriented observations of organizational communication as taking place in a 'flatland' of concrete encounters (cf. Taylor & Van Every, 2000), and yet its typology supported the derivation of systemic insights into the Purchasing Department's contracting practice 'as a whole.' Moreover, based on the typology of contracting argument types, different types of process breakdowns could be identified as especially problematic challenges for the Department's communication design work. The typology and the breakdown types together would in turn facilitate normative evaluation of the contracting practice at large.

Data analysis round three: Appraising the communication design work of contracting

Round three conceptually extended the first two rounds of data analysis, in that it critically appraised the designing system and its consequences for how contracts are developed at Jansen's Purchasing Department (RQ 3a). Where research questions 1a through 2b supported the *development* of a theoretical approach to the analysis and evaluation of the University's communication design work for contracting, RQs 3a and 3b were more concerned with the normative *application* (and testing) of this approach. The concluding Chapter 8 develops this final phase of the analysis by revisiting especially the process breakdowns identified in the empirical analyses. It advances the normative potential of the design stance toward communication by showing how a natively normative framework can be derived from communication-design analyses of a practice, to support subsequent evaluation of that practice following the theoretically normative principles of the design stance (Aakhus, 2007a; Aakhus & Jackson, 2005).

The typology of contracting arguments and the types of process breakdowns produced in round two represent the *emic*, or internal normative standards of the practice, as well as the *etic*, or external norms of argumentation theory and the design stance toward communication. As such, this study's design methodology is distinct from the normative methodology of taking an *a priori* normative ideal to critique a practice, as in argumentation theory (e.g., Van Eemeren & Grootendorst, 2004). Similar to Aakhus's (2007b) development of software to support students' reflection on their internship experiences, the communicative demands of the institutional practice are articulated through the researcher's active engagement in that practice. This process is related to the reconstruction method of grounded practical theory (Craig & Tracy, 1995), but goes

beyond its discovery of situated ideals based on only textual analyses of a practice's

discourse. Based on empirical analyses of the multiple data types of field observations,

audio-recorded talk, in-depth interviews, and native texts, this study's design

methodology created broader grounds for both descriptive and normative analysis of its

target practice. The theoretically informed empirical analyses (cf. Snow et al., 2003)

prepared these grounds for the integration of emic and etic norms, which could finally

lead the way to generating practical advice in addressing research question 3b.

Brief overview and data referencing conventions of Chapters 4-8

The following four chapters develop the first two rounds of data analysis based on

the six observed cases of contracting. The two rounds will not be clearly separated in

their presentation. Although Chapter 4 starts with a description of event sequences as

they were observed and reported (addressing RQs 1a and 1b), an emphasis on challenges,

difficulties, and ultimately process breakdowns soon comes to drive the analyses

(addressing RQs 2a and 2b). The reason for this is that interactional sequencing of the

process was found to be organized around the repair and anticipation of possible and

actual problems in contracting, thus implicating normative concerns in the descriptive

effort of process reconstruction. Chapter 4 opens with an abstracted overview description

of Jansen's contracting process, and then hones in on a specific analysis of events of the

Campus Center RFP. It develops a tentative analytical framework for the interpretation of

contracting disagreements. This development is continued and further specified in

Chapter 5 through analysis of further events of the Campus Center RFP.

Chapter 6 further elaborates the disagreement-management approach as

developed in the two preceding chapters, and derives a typology of three types of design

issues or arguments from chronological analysis of events of the office supplies RFP. Chapter 7 further illustrates the utility of this typology in applying it in analyses of the travel RFP, the campus bus RFP, and again the office supplies RFP. These analyses specifically target process breakdowns that occurred in the course of the RFPs, and categorize them into four conceptually different types based on the three design issues typology. Chapter 8 concludes the dissertation with a summary of the study's findings and a discussion of their implications. These include conceptual implications of the observed process breakdowns, resulting in practical implications for Jansen Purchasing and the field of SCM (addressing RQs 3a and 3b).

'Tales of the Purchasing field.' The analyses of Chapters 4-7 are written up largely in a 'realist' style of writing to represent the culture and practice of Jansen contracting. As Van Maanen (1988) describes this genre (or 'tale') of ethnographic writing, the analysis reports are written as direct statements of the researcher's observations, quoting from typed field notes and participants' interview responses where possible and useful. However, at times the analysis of these data takes on a more 'confessional' or 'impressionist' style, for instance through critiques of the researcher's apparent assumptions implied in the asking of certain interview questions. As such, the researcher's is perspective as represented through field notes and interview questions is treated as 'merely' one of the many perspectives included in this study.

Data referencing conventions. References to data sources throughout the dissertation appear within square brackets. The notations used in these in-text references are: FN = field note; IT = interview transcript; MT = meeting transcript. The number immediately following such a notation indicates the chronological number of that data

source, relative to its data type and the total data set of this study. The number(s) after the comma in these in-text data references indicate the line number(s) identifying the specific location of the quoted field note or recorded talk. So, the data reference, "[FN 8, 152-154]" refers to field note number 8, lines 152 to 154. Quotes from field notes appear as verbatim; any edits are indicated following the style conventions of the American Psychological Association (2010). Utterances by research participants that appear as direct quotes within field note excerpts were written down verbatim in the moment that the researcher observed them, and are marked with additional quotation marks.

Chapter 4: The Contracting Process: Towards an Argumentation-Theoretical Perspective

"If you always do what you've always done, you'll always get what you've always got."

--Neima Forager, Senior Buyer [FN 13, 53-54]

Based on the contracting process of Jansen University, supply chain contracting is an institutional practice for orchestrating disagreements about supply relationships and operations that might and/or do arise in the process of producing and maintaining purchasing contracts. This definition draws from the analytical effort to comprehensively reconstruct Jansen's contracting process from empirical observations. The most basic insight that this produced is that there is no one standard process that is or ought to be instantiated the same for every commodity that the University needs. Neima's quote featuring above as this chapter's motto eloquently expresses the native reasoning behind this principle.[20] It characterizes contracting as a production process, but one that varies (or should vary) from case to case. However, this insight also questions the attempt to reconstruct 'the' process as if it actually exists as such.

The reconstructions in this chapter are as such meta-analytically driven by questions about the vantage point from which a process description should be drawn up, the terms in which it ought to be expressed, and the conditions that should warrant the reconstruction's validity. Against the backdrop of such questions, the aims of this chapter are (a) to provide an abstracted overview of the four comprehensive cases of contracting observed in this study; (b) to present a comprehensive rendition of the contracting

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[20] Neima produced this phrase during an interview about the travel RFP, and she happily repeated it more slowly when she saw the researcher try to copy it verbatim. It was part of her response to the question how she feels about certain changes to the travel commodity that her boss was preparing at the time, after she had managed the commodity for years.

process at Jansen University; and (c) to build an analytical approach for more detailed investigation of the University's contracting process and its individual instantiations.

The first section narratively reconstructs the 'canonical' contracting process from the observed contracting cases, and explores how theories of supply chain management, structuration, institutionalism, and the Montreal School of CCO could be used to explain recurrence and variation among individual process instantiations. Although each of these accounts provides useful insight into the observed variations of process emergence, they do not acknowledge the institutional disagreements that form the arena of the constitutive process, and the strategic argumentative adaptations of interaction that these generate. The second section discusses the empirical evidence and theoretical underpinnings of the influence of such disagreements on the University's contract process. Through a discussion of data about the Campus Center RFP and other cases, it prepares the grounds for more theoretical development.

A central goal of the contracting process is of course to forge formal *agreement* between purchaser and vendor, about how to relate as supply chain partners. However, the third section of this chapter establishes that the Jansen contracting process emerges as the orchestration of *disagreements* about variously preferred outcomes of the process, and the procedures and activities developed to produce the outcomes. It identifies an RFP's *disagreement space* (Van Eemeren, Grootendorst, Jackson, & Jacobs, 1993) as its total set of institutional issues and pragmatic opportunities for interactions addressing common disagreements that may or do recurrently arise in the contracting process. The final section concludes this argumentation-theoretical approach and previews its further developments.

The Contracting Process at Jansen University

"The problem is we haven't quite defined the right process yet" [IT 2, 950]. The Associate Director of Purchasing, Linda Delgado, shared this problem statement during an interview, after the researcher asked her to describe Jansen University's contracting process. This was early February 2010, when the researcher was just over a year into his fieldwork at the Jansen Purchasing Department, and Linda two months into her new job. What Linda describes as a practical problem for her as a newcomer at the Department, is an analytical challenge in the task to reconstruct 'the' contracting process at Jansen University. It is a problem that needs to be solved on the road to evaluating the 'communication breakdowns' that are of direct practical concern to Purchasing Director Chris Kent.[21] The definition of the process is also an analytical challenge for advancing a communication design stance toward the constitution of organizing.

Twenty-eight months of fieldwork have yielded sufficient evidence to conclude that no single, unified contracting process can be identified objectively for all people involved in the University's purchasing practice, or for all its individual instantiations. However, the variations among the cases of contracting observed in this study strongly suggest the existence of a default or ideal sort of process at the Purchasing Department. Following the lead of theories in organizational communication that attempt to explain the communicative constitution of organizations in terms of their manifest structural features, an initial analysis of the process will focus on its regularly recurring activities and events of similar form.

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[21] For a more detailed discussion of this study's practical dimension, see Chapter 3.

The following subsection presents a narrative reconstruction of the default contracting process at Jansen University. It describes the process from its beginning until the end; from the initiation of a new request for proposal (RFP) until the formal dissolution of a contract at the end of its life cycle. Figure 4.1 below repeats Figure 3.2 from the previous chapter, with a visual representation of the default or canonical contracting process. The process was not observed as such in full, but is derived from extended observations of separate contracting cases spanning different stages of the default process, as well as from general framings of the contracting process in authoritative documents and in participants' reflections.

commodity request	RFP formulation & planning	RFP dissemination	pre-proposal conference	
bid reception	open bid meeting	bid evaluations	bid award/ rejections	
contract negotiation	bid protest procedure	contract implementation	contract operations	contract dissolution
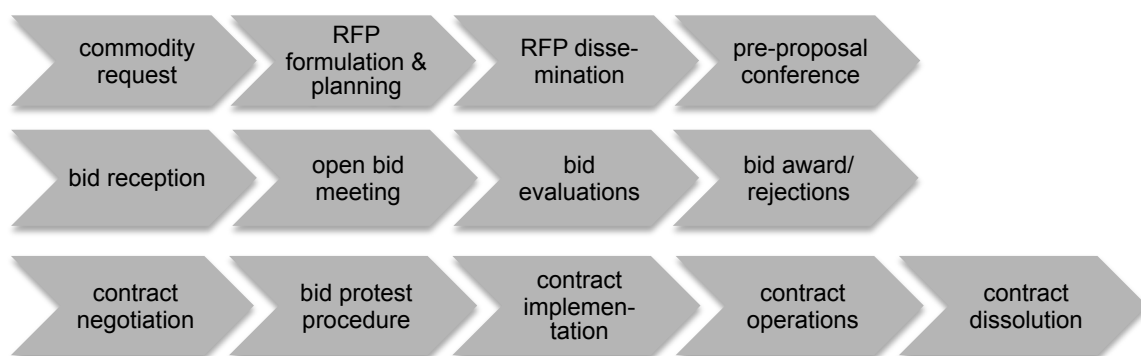
Figure 4.1: Canonical sequence of events of Jansen University's contracting process (repeat of Figure 3.2)

The narrative is composed of mostly *neutrally descriptive* formulations about the actions and actors central to the contracting process, in order to give the reader a sense of what it may be like to experience the process as it is unfolding. Although the researcher did have such experiences during the fieldwork, 'seeing' the process unfold around him in the various contracting cases central to this study, the explicit accounts of native documents and actors portrayed rather ideal images of how contracting *ought* to proceed. As Garfinkel (1967/1984) leads one to expect from interactional accounts, those recorded in this study overwhelmingly oriented to the process's interactions and events in

normative or evaluative terms. Likewise, any policy documents that the observed contracting interactions made intrinsically relevant evidently state how contracting *should* happen at the University and why. Therefore, the process reconstruction is treated here as a practically simplified, ideal statement that is 'situated' (Craig & Tracy, 1995), or 'emic' (Pike, 1967, as cited in Van Eemeren, 2010), in that it reflects a *natively derived* formulation of what the contracting process should be according to the totality of observed actors jointly constructing it.

The analytical and practical problem that Associate Director Linda articulated remains—they have not defined the right process yet, and therefore the following narrative reconstruction is necessarily not one that would receive complete endorsement from all participating actors in the process. On one hand, it is a problematic object that gives the reader an initial overview of the contracting process as a whole, serving as a near-native and (as much as possible) theoretically naïve starting point for subsequent analysis. On the other hand, it is an ideal portrayal of the process that is 'canonical' in the same contingence-variant way that Drew and Heritage (1992) recognize institutional forms of interaction to be organized. They contrast this type of ideal institutional interaction pattern with an "invariant sequence" (p. 44), in that it "rarely appears in full and in its canonical order because certain stages are optional and the overall structure may be disordered by a range of contingencies" (p. 44).

The narrative process reconstruction, then, is by no means this study's analytical end product, although it has been inductively derived from empirical observations. It poses two related questions as a central empirical problem for further analysis: How does the contracting process as it actually unfolds come to deviate from the way that native

actors and documents frame it? And how do local variations in the process arise from the

'range of contingencies' that, following Drew and Heritage (1992), disorder the overall

canonical structure? These questions normatively specify the classical CCO problem.

Likewise, their answers suggest a normative understanding of the interactional

construction of organizing. It will appear that the contracting process becomes canonical

(or institutionalized) not as a product of the simple recurrence of the same or similar

sequences of predefined interactions. Even if it might usefully be described for

practitioners and analysts alike in terms of a repetition of functional stages (as in the

narrative reconstruction below), it is not frequency and static form that define the ideal

process and its deviations. Instead, it is pragmatic reasoning and rational argument about

communicational form that construct the process both in its convergence to, and its

divergence from the ideal. Procedural form is important, but form is intertwined with

collective reasoning about what the form is and should be, and how preferred forms come

into being.

Before developing this alternative, argumentation-based account of contracting,

this chapter sets out to describe the canonical process at Jansen through a native lens that

appears to embrace a regularity understanding of *process canonicity*. This means that the

research participants at first sight appear to understand that what makes a contracting

process 'canonical' is the *regularity* or *frequency* of certain standard activities or

procedural forms. Starting from this approach, the contingent variations and process

deviations are taken as the central problematic to be explained and possibly solved from

both an analytical and a practical standpoint. However, through closer inspection of

accounts and observations of a specific contracting case, the chapter next develops the

alternative account of contracting that takes process contingencies and variations as fundamental to the construction of its canonicity. An iterative discussion of gathered data as well as relevant literature empirically grounds and theoretically supports this account. Its central thesis is that the contracting process is both rooted in, and carried out through disagreement.

A narrative reconstruction of the University's canonical contracting process

The defining aspect of each separate instantiation of Jansen University's contracting process is the specific commodity that it is aimed to procure for the University community. This commodity could be a type of product, such as office supplies or classroom projectors; or a type of service, such as elevator maintenance or business travel management. Every contracting project has the goal to establish a new contract for its commodity, and to maintain the contract until its expiration date. In a typical sequence, the process has a clear beginning, end, and set of intermediate stages.

Table 4.1 below presents simplified synopses of the four most comprehensive cases of contracting followed in this study. The leftmost column identifies the stages of the canonical contracting process that were derived from individual contracting cases, corresponding to the stages of the interlocking arrows in Figure 4.1. The Table's subsequent columns (spanning four pages) present the four comprehensively observed cases of the Campus Center RFP; the bike share RFP; the office supplies RFP & contract; and the travel RFP.

Typically, a project starts with a commodity request, usually initiated by another department at the University. This request may be as brief as an email to the Purchasing Department, in which the requesting department announces for instance that an existing

contract with a supplier is approaching its expiration date, and that it wants to 'rebid' the contract in order to continue buying the commodity from the same supplier or a competitor.

In sequence to the commodity request, people from the requesting department, the Purchasing Department, and sometimes people from administrative departments collaboratively formulate the request for proposal (RFP). At the requesting department, these are the people responsible for supplier relations—typically the business manager(s). At the Purchasing Department, this concerns a buyer, often accompanied by an administrative or purchasing assistant. Others that might get involved are for instance members of other departments that also buy under the expiring contract, or of administrative or supporting departments such as Accounting, IT Services, or Risk Management.

Once the official RFP document has been formulated, the commodity's buyer at the Purchasing Department sends it to select vendors on the market. This marks the start of the 'competitive bid procedure.' The buyer will respond to any communications from vendors planning to submit their proposals in response to the RFP. Together with the requesting department, he or she may decide to organize a pre-proposal conference prior to the proposal submission deadline, at which they further inform vendors with an interest in the RFP.

The group of people that formulated the RFP then forms the basis for the RFP committee, which is expanded with representatives from other departments that might use the commodity, or which have a monitoring role in the contracting process, such as Legal Counsel. The committee evaluates the received proposals or 'bids' from the vendors or

'bidders' responding to the RFP. As chair of the committee, the buyer impartially facilitates the bid evaluation process through which the committee members select the 'winning bid' that they believe should be awarded the contract. The buyer reports this recommendation to the Purchasing Director, who makes the final procurement decision.

Once the winning bidder has been selected, the buyer starts contract negotiations with that vendor's representative(s), to further specify the terms of the contract and the pricing per item. If the contract negotiations produce a mutual agreement, the buyer and vendor sign the new contract on behalf of their employing organizations. If they are unable to reach agreement, the buyer has the option to start negotiations with one of the other bidders in the RFP. Only after a new contract is signed, the buyer will inform the other bidders in the RFP that the contract has been awarded to another party.

The rejected bidders now have the chance to request additional information about the proposal evaluations through an appeal on the State's Public Affairs Transparency Act (PATA). This act obliges the University to share any non-confidential information for which they receive formal 'PATA requests.' Based on the requested information, a rejected bidder may initiate a 'bid protest' by sending a 'letter of inquiry' to the Purchasing Director, who then has to formulate a response in deliberation with the University's Legal Counsel. This stage of the contracting process has a different status than the others because it does not directly lead to the establishment and maintenance of supply relationships: Members of the Purchasing Department talk about it as a distinctly dispreferred course of action.

Once a new contract has been signed and no serious complications are being raised through a bid protest, the buyer initiates and coordinates the implementation

process, assisting representatives of the incoming supplier with setting up their business at the University. In this stage the new vendor takes over the tasks of the outgoing vendor, or, if the incumbent vendor has won the bid again, it continues its business under the new contract. Other activities of the implementation stage serve to communicate the new contract to the University community, and to train its members in the contract's new procedures such as ordering and customer service, in order to maximize 'contract compliance' among the commodity's end users.

Once the newly contracted supplier is actively in business, the buyer remains responsible for the commodity as a liaison for both the supplier as well as the commodity's end users in the University community. The buyer will conduct the agreed-upon performance evaluations for the duration of the contract. When the contract reaches its expiration date (this could be after one to ten years, depending on the contract), the buyer will either extend the contract with a pre-specified period (e.g., another one or two years), or rebid the contract by initiating a new RFP.

Table 4.1: Timeline synopses of four comprehensively observed RFP cases

Contracting Stage	Campus Center RFP (Derrick)	Bike Share RFP (Chris; Lena)
Commodity Request	Jan '09; Student Life needs food concept for vacated food court slot	Fall '10; JEI provides seed funds to launch a bike share program
RFP Formulation & Planning	Feb '09; visitors' survey	Nov 1 '10; 'Information Session' to explore program options
	Feb '09; sharing RFP drafts; Derrick & Andrew	Nov-Dec '10; Lena assembles list of eligible bike vendors
	Mar 3 '09; RFP Committee meeting	Nov-Dec '10; Lena and Chris draft RFP documents
	Mar '09; Campus Center assembling list of eligible vendors	Nov '10 - Jan '11; Lena assembles RFP Committee
	Early Apr '09; RFP document finalized	Jan 20 '11; Online sign-up form requesting volunteering depts.
RFP Dissemination	Apr 8 '09; RFP to 160 vendors	Dec 22 '10; RFP sent to 20 vendors; submission deadline Jan 14 '11
Pre-Proposal Conference	Apr 22 '09; 25 vendor reps attend	N/A
Bid Reception	May 15 '09; 10 bids received +1 late	Jan 21 '11; 6 proposals received
Open Bid Meeting	N/A	N/A
RFP Evaluation	Jun-Jul '09; Dept. of Student Life evaluates bids	Jan '11; Lena assembles a spreadsheet with proposal data
	Jun 5 '09; evaluation meeting with students	Jan 24 '11; Lena shares evaluation materials with committee
		Feb 4 '11; Top-3: Bike Mechanic; Durable Wheels; Sergio Bicycles
		Feb 3 '11; RFP evaluation meeting
		Feb '11; Lena requests bidders' answers to clarification questions
		Feb 14-23 '11; Select committee members test sample bikes
		Feb 16 '11; Meeting with web designer for website development
		Mar 3 '11; Final RFP Evaluation Meeting
		Mar 3 '11; Dan at Transportation offers to help w. program logistics
		Mar 10 '11; Sergio Bicycles' bid is selected after re-evaluations
Bid Award & Rejections	Aug '09; contract goes to All Tacos	Mar 23 '11; Sergio Bicycles awarded; other vendors rejected
Contract Negotiation	N/D	Mar 24-31 '11; Final contract details are agreed upon with Sergio
Implementation	Nov '09; All Tacos opens in Campus Center	Apr 1 '11; Planning meeting with Sergio Bicycles
		Apr '11; Transportation Dept. has not yet committed to hosting the bike share program
Bid Protest	N/A	N/A
Contract operations	No data	No data
Contract Dissolution	N/A	N/A

Table 4.1: Timeline synopses of four comprehensively observed RFP cases (continued)

Contracting Stage	Office Supplies RFP & Contract (Chris; Dara; Linda)	Travel RFP (Carina; Linda)
Commodity Request	Fall '08; PD's need for 1 new OS contract to replace the existing 3	Jan '09; PD's need for new travel portal with integrated booking
RFP Formulation & Planning	Fall '08 - Jun '09; drafting RFP documents (Chris, Dara & Carina)	Jan '09; formulate goals and plan
		Jan-Mar '09; phone interviews w. other universities
		Feb-Mar '09; survey travel needs Jansen community
		Mar-Apr '09; study other RFPs and travel programs as examples
		Apr 21 '09 analyze travel survey results
		Apr '09; travel commodity manager Neima consults with Chris
		May 15 '09; Neima discusses opps w. incumbent travel vendor
		Jul '09; Carina produces first draft of RFP document
		Jul 15 '09; Carina composes RFP Committee
		Aug 4 '09; RFP Committee meeting
		Oct 23 '09; Carina updates RFP to share w. incumbent travel vendor
		Nov 4 '09; incumbent travel vendor declines RFP, ends contract
		Nov '09; RFP put on hold pending personnel changes
		Dec '09; Linda takes over as principle buyer
		Dec '09; Neima ceases her work for Travel; Carina assists Linda
		Jan '10; Linda formulates new goals for Travel Program
		Feb 23 '10; RFP planning meeting (Linda, Shelly, Carina)
		Feb '10; Linda divides Travel Program into three separate RFPs
		Jan-Apr '10; Linda meets w. involved dpts. to address their concerns
		Mar '10; Chris and Linda compose new RFP Committee
		Mar 10 '10; RFP planning meeting (Linda, Shelly, Carina)
		Apr 8 '10; RFP planning meeting (Linda, Shelly, Carina)
		Apr 13 '10; RFP Committee meeting
		May '10; conduct new travel survey
		May-Sep '10; Neima's sick leave: commodities taken over by others
		May 26 '10; travel survey results available to Purchasing

Table 4.1: Timeline synopses of four comprehensively observed RFP cases (continued)

Contracting Stage	Office Supplies RFP & Contract (Chris; Dara; Linda)	Travel RFP (Carina; Linda)
RFP Formulation & Planning (continued)		Jul 1 '10; travel survey results distributed to RFP Committee Jul 21 '10; Linda is "really behind on travel" Jan '11; Chris says Travel RFP is "side-tracked"
RFP Dissemination	Jun '09	N/A
Pre-Proposal Conf.	N/A	N/A
Bid Reception	Jul 2 '09; 8 proposals received	N/A
Open Bid Meeting	N/A	N/A
RFP Evaluation	Jul-Oct '09; Monika assembles a spreadsheet with proposal data Jul-Oct '09; Dara & Carina evaluate the proposals Sep '09; Paper Joe wins the State Contract for office supplies Oct 8 '09; Dara instructs RFP commit. to finish evaluations by Oct 16 Oct 9 '09; Top 3 of proposals specified Oct-Dec '09; RFP committee meets but cannot select a winning bid Dec '09; Linda joins PD, takes over management of OS RFP Jan 13 '10; Paper Joe, Bureau Supplies, Hendrix Ltd. present bids Late Feb '10; Linda & Chris expand RFP Committee Mar '10; Lena conducts 'green purchasing' analysis of top-3 bids Mar 15 '10; Linda, Dara & Neima have an RFP planning meeting Mar 16 '10; expanded RFP Committee meets; decide on next steps Mar-Apr '10; "Reference checks" carried out for top-3 bids Apr 5 '10; 2nd round of vendor presentations by top-3 bidders Apr 5 '10; RFP Committee selects Bureau Supplies's (BS) bid	N/A
Bid Award & Rejections	Apr 6 '10; Linda informs BS, but not the other bidders	N/A
Contract Negotiation	Apr 6 '10; Linda starts planning negotiations with BS Apr 12 & May 5 '10; Two contract negotiation meetings with BS reps Apr-Jun '10; Linda & Bianca (BS) negotiate by phone & email May 18 '10; Paper Joe rep Casey offers $500,000 for the contract Jun 15 '10; Casey meets w. Linda & Dara about bid rejection	N/A

Table 4.1: Timeline synopses of four comprehensively observed RFP cases (continued)

Contracting Stage	Office Supplies RFP & Contract (Chris; Dara; Linda)	Travel RFP (Carina; Linda)
Implementation	Jun-Jul '10; Implementation meetings w. BS implementations team	N/A
	Late Jun '10; University and Bureau Supplies sign new contract	
	Jun-Jul '10; Hendrix & Paper Joe vie for business with JU depts.	
	Jul 20 '10; BS implementation managers take campus tour	
	Jul 22 '10; BS professionals follow current delivery truck drivers	
Bid Protest	Jul 23 '10 Paper Joe sends official letter of inquiry (protest)	N/A
	Aug '10; Linda and Legal Counsel write a response letter to PJ	
Contract operations	Sep '10; Launch of the new OS contract with Bureau Supplies	N/A
	Sep '10; Hendrix Ltd. and Paper Joe undercut BS pricing on OS	
	Oct '10; Linda renegotiates lower pricing with BS on select items	
	Nov '10; Chris removes copy paper from BS contract	
	Nov '10; Chris initiates new RFP for separate copy paper contract	
Contract Dissolution	N/A	Nov 4 '09; incumbent travel vendor declines RFP, ends contract (see above)

Variations and deviations in Jansen University's contracting process

The above narrative reconstruction of Jansen University's contracting process was derived from this study's observations of distinct cases of contracting, and from more generalizing native framings of the process (in documents and by Purchasing actors). As stated, it portrays the Purchasing actors' simplified, collective understanding of the ideal process. It was not observed in full, and each partial instantiation that was observed showed at least minimal deviation from this canonical pattern. However, sufficient regularity of predefined interactions and events was observed and reported to identify the canon's functional stages.

Sometimes, the stages were established through 'negative' or 'deviant case' observation. Whenever an event, an interactional move, or even an entire stage did not occur when it might have been canonically expected, the case was investigated more closely to further understanding of regularity through increased understanding of deviance (cf. Silverman, 2001). Especially informative were actors' native accounts of deviations, as they appeared solicited or unsolicited during in-depth interviews, or spontaneously in observed conversations among study participants at work. Such accounts include actors' deliberative reports of what to them is problematic about process deviations from the canon. But especially when these arose unsolicited in naturally occurring interaction, the accounts would interactionally signal the troublesome aspects through their sequential responses to the unfolding process deviations (cf. Garfinkel's [1967/1984] breaching experiments; Heritage, 1984).

Table 4.1 allows for some initial, cursory observations about the relationship between the canonical process and actual contracting. The leftmost column presents the

derived canonical stages, and subsequent columns present the four most comprehensively observed cases in this study. It is immediately apparent that each individual case shows deviations from the canonical process, but across-case similarities were also observed for stages that did or did not occur in practice. A first glance at the table also provides preliminary hints about the relative institutional effectiveness of each case, in terms of its fit with the canonical contracting process. The longer strings of interactional events in a given stage indicate more problematic development of the process, requiring more communicative interventions and repairs of process breakdowns.[22]

Specifically, in the Campus Center RFP, the fewest interactional events were observed, suggesting a relatively unproblematic advance through the stages of canonical contracting at the University. In comparison, from a similarly tentative and initial scan of the table, the travel RFP and the office supplies RFP & contract appear acutely unbalanced in terms of the number of interactions that were observed in some stages compared to others. The two cases appear to be mirror images of one another; the travel RFP process seems to have run into complications before RFP dissemination ever took place, whereas in the RFP process for office supplies, the longer sequence of interactions and time passed in the RFP evaluation stage indicate problematic development after RFP dissemination. Finally, in the bike share RFP, more time and attention appears to have been devoted to activities and events in the RFP evaluation stage than in its formulation and planning stage.

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[22] Comparisons between the four cases as they appear in Table 4.1 should be made with caution. The extent of the researcher's direct involvement in the contracting interactions was not equal for each of the cases, which provides a competing explanation for the varying number of observed interactions per stage. The quasi-quantitative inferences presented in what follows are by no means conclusive and are intended only as tentative initial interpretations of variation between the cases, which preview the in-depth analyses to come.

The differences and similarities between the four cases as cursorily gleaned from Table 4.1 conjure up a simple problem to initiate analysis: The questions of how and why variation occurs among instantiations of the University's institutional process of contracting, which is otherwise so similar for the different commodities. More specifically; why do some activities, meetings or other encounters happen in possibly every case (such as the collaborative drafting of RFPs); why do some of them happen in only some cases (such as surveying the end-users' needs of a requested commodity); and why do others appear to happen never or maybe almost never (such as the open bid meeting)? Before the Purchasing Director's normative concern with the process's 'communication breakdowns' can be addressed, it is these simpler questions that first require attention to understand the interactional and institutional constitution of the contracting process and its canonicity.

Accounting for process coherence and divergence in Jansen contracting

The questions about process variation in the Jansen contracting process get to the heart of the relationship between communication and organizing. As such, an underlying, more theoretical question is implied: How is it that the communicative behaviors of involved professional actors together shape ongoing interaction into a recurrent organizational process that is practically recognized as one and the same, despite obvious deviations of single instantiations? Theoretical accounts relevant to the given disciplinary and practical context provide varying insights into this question.

Theory in supply chain management would hold that similarity in process derives from the best practices prescribed in business school textbooks (e.g., Simchi-Levi, Kaminsky, & Simchi-Levi, 2008). Differences among individual cases of contracting

might in this vein be understood as the results of varying purchasing requirements related to for instance price volatility or competition on the free market—if not as outcomes of human error. There are alternatives to making sense of this variation and these alternatives are found in theories of organization.

Following the reasoning of structuration theory (Giddens, 1984), one would attribute process *coherence* to the stabilizing effect of the duality of structure. *Divergence* in such a structurational account would be the function of either (a) local variations in resources, norms, or interpretative schemes; (b) the tipping of the dialectic of control in favor of the willful agent rather than the system; or (c) unintended consequences of the social practice.

Alternatively, institutional approaches would especially emphasize the great similarities between separate contracting projects, in terms of isomorphism (DiMaggio & Powell, 1983) and the legitimizing functions of common solutions to recurring problems (March & Olsen, 1984; Meyer & Rowan, 1977). The limitation of such institutional accounts lies in their preoccupation with institutional convergence rather than divergence (e.g., Lammers & Barbour, 2006), leaving unexplained the variations observed among different contracting projects.

Focusing more on the constitutive function of communication in how the process coheres and diverges, the Montreal School (Taylor & Van Every, 2000; Taylor et al., 2001) would turn to the generative dynamics between conversation and text. Coherence would in this account be seen as the textual dimension provided by interactional templates such as the commodity request and the standard forms for contracts and RFPs, or such as the institutional decision-making techniques and conventions for fair contract

evaluation, negotiation, and the like. Divergence in this stably enacted institutional practice could then be traced back to how different texts differentially mediate the process and so establish the variously recognized social units such as relationships that frame coorientation between contracting actors.

These four approaches may have been developed for the achievement of different goals, but they are relevant for the empirical questions at hand. Process canonicity (which implies both process coherence and divergence) has been said to reside in (a) normative institutional standards that are imposed by scientific principles of SCM, and/or socially enforced by organizational peers (old institutionalism); or in (b) enablement and constraint of the ongoing interaction through mediation by structural rules and resources (structuration), and/or textual features of language and technology (Montreal School). So while the former two largely institution-oriented accounts emphasize the influential roles of similar instantiations or ideal formulations of the contracting process, the latter two more integrated approaches recognize alongside the practice's institutional order the various constitutive roles that the natural medium of social interaction brings to all organizational process.

What these four approaches jointly establish is a totality of institutional and interactional materials that constitute the situational contingencies of the University's contracting process. A question that they do not fully answer is how this multifarious toolkit is employed in everyday practice. From a communication-design perspective, what are the design puzzles of contracting that these materials both constitute and help solve? What are the rational and strategic considerations driving the adaptation of these materials in solving the puzzles of meaning, action, and coherence? As realized

throughout the analytical chapters of this dissertation, answering these questions generates an account of the communicative construction of organizational practice that is more normatively advanced than the theoretical accounts reviewed here so far. As a consequence of addressing the communication-design puzzles of contracting, the account developed in this study also better identifies the concrete building blocks of the interaction order as they have been found in the research areas of microsociology and 'language and social interaction.'

Arguments about Activities and Outcomes of Contracting

The actors in the Jansen contracting process ostentatiously recognize the canonical process presented in the previous section. Besides occasional explicit comparisons with how they 'normally' do things or how they would 'ideally' like to manage given tasks or problems, when justifying and critiquing their own and each other's contracting actions these actors embed their accounts in the discourse of the canonical process. The involved discursive indexing of (potential) deviations from the canon also offers insight into how individual instantiations of the process come to diverge in practice. It draws attention to common problems that arise in different contracting cases, and which are repaired or anticipated through the use of activities, tools, or strategies. The problems are related to the disagreements that arise institutionally and organizationally in the creation of new purchasing contracts.

This second section analyzes the content and form of these arguments through an investigation of typical normative reflections on the contracting process and of the early developments of one of the observed contracting cases in particular: the Campus Center RFP. Contracting arguments appear to arise in the normative tension created by the

demands of institutional legitimacy and organizational effectiveness. The analysis

prepares the ground for an argumentation-theoretical understanding of the contracting

process's emergence, which will be the subject of this chapter's third section.

Early reflections on the Campus Center RFP

An initial answer to the simple question of coherence and divergence is suggested

in the case of the Campus Center RFP, and at first sight the answer appears to surpass the

question in its simplicity. Purchasing's Associate Director Derrick Helm started

overseeing this RFP about a month before the start of this study's fieldwork. When

during one of the interviews he and the researcher are jointly reflecting on recent

happenings in the project, Derrick soon moves away from the specifics of the RFP, and

on to the general principles that RFPs anywhere tend to follow according to him:

"Derrick keeps emphasizing the universality of the RFP process: the process of selecting,

setting up and implementing new business is 'identical' for private and public contexts;

compare the University with a mall" [FN 11, 18-20]. The sense of commonality that this

field note registers of RFP processes is explicit. As such, Derrick's reflection forms a

sharp contrast with the observations of process variation among the four contracting cases

of Table 4.1. Short of processural coherence between Jansen's own individual cases of

contracting, Derrick implies that the contracting process at this public University is

highly isomorphic even to that at private entities.

What then is this overwhelming institutional coherence in contracting that the

seasoned Associate Director of Purchasing recognizes despite the clear evidence of

process variation at his own Department? His further reflections on the Campus Center

RFP shed light on this puzzle as he draws comparisons with RFP processes in general.

From the following field note of the same interview on April 28th, 2009 he appears to differentiate between two dimensions of the RFP process, adding complexity to the account of process coherence and divergence:[23]

> *Excerpt 4.1: Field note of an interview with Assoc. Dir. Derrick [FN 11, 104-108]*
> 1. Derrick compares the process of setting up a business in the NW[24] Campus Center
> 2. with similar processes anywhere: a mall, a private context, etcetera. The current
> 3. process is "identical" to other RFP processes, he explains, only the "audience"
> 4. may be different. "How formal do you wanna go, or how informal?" Regardless
> 5. of this choice, the same questions need to be answered, he tells me.

Derrick not only takes the Campus Center RFP to be institutionally typical in its process—since talking about this specific RFP moves him to describe its similarity to all RFP processes—he also explains this commonality as a function of a standard set of questions addressed in any RFP. However, he attributes variations between RFPs as different degrees of formality; the questions may be the same for two different RFPs, but the way in which they get addressed may vary from one to the other, depending on the "audience" (lines 3-5).

Derrick's reflection would turn out to be seminal for the analysis of all contracting cases of this study. It implies that an RFP process constitutes two separate dimensions; one of these entails the 'RFP questions,' which Derrick says are the same for all RFPs. Throughout the interview he produces numerous abstracted examples of other RFPs. These show that the questions are about the details of the final purchasing agreement which buyers and vendors need to work out together in the course of an RFP. For example: details of the requested commodity; important aspects of the context in

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[23] Not all interviews and field observations of this study were approved for audio recording, for varying considerations of participant confidentiality. Expressions that appear as direct quotations in field notes were written down verbatim in the moment of their observation.
[24] "NW" stands for Northwest.

which the commodity will be used; supplier performances required to match the

commodity request; etcetera. These standard questions concern the preferred state of

affairs that the RFP process is supposed to realize. Derrick also alludes to a second RFP

dimension that is more about, "How formal do you wanna go, or how informal?" (line 4).

This formal or procedural dimension is what varies from one RFP to the next as they are

co-constructed with other actors or "audience" (line 3), while the standard questions

about preferred states of affairs should be addressed in any RFP. The distinction, then, is

between procedural form and outcome of the contracting process. As will be argued next,

the distinction is central not only to how the process is constructed across its separate

instantiations, but also to its overall institutionalization as a validated process to be

carried out.

Institutional legitimacy and organizational strategy of Jansen contracting

The native analytic distinction of the two dimensions of the RFP process is shared

among Derrick's colleagues at the Purchasing Department. Throughout their accounts of

how they arrive at major procurement decisions for the University, they implicitly and

explicitly qualify the institutional procedures and techniques applied in the RFP process

as the generators of conclusive decisional grounds. The role of such procedural accounts

becomes especially prominent in contexts of explicit normative accountability towards

co-present or implied third-party players in the game of public procurement; most

notably, State Auditors, the University's own Legal Counsel Associates, and the State's

Legal apparatus. These entities hold the Purchasing Department and the University

accountable for fair and equitable procurement. During the twenty-six months of

fieldwork, Jansen Purchasing was extensively audited twice by State Auditors who would

spend weeks in the Purchasing offices studying the paper trails of past purchases and RFPs. The formal audit reports were very critical both times, accusing the University for not meeting fairness standards for public procurement. Such reports as well as a public lawsuit against Jansen embody serious external demands for institutional legitimacy.

State Auditor scrutiny of Jansen contracting. One (public) State Audit report from January 2011 cites, among others, the following objectionable purchasing practices: Pre-approval of eligible vendors, waivers from competition, non-competitively negotiated contracts, and contracts with vendors related to University employees. The report states the overall judgment succinctly: "Jansen's exemption from the State's public bidding requirements has resulted in a lack of commitment to a competitive purchasing process, and has limited competition to a restricted vendor pool." The reference to the unique statute that gives Jansen more liberty from the State's purchasing regulations than other public agencies does not render the accusations inconsequential. Even if the State cannot sanction the University for allegedly unfair purchasing, the Audits form a serious threat to Jansen's reputation. Local newspapers are quick to feed off the public reports and amplify its conclusions with phrases such as, "A few lucky businesses have dibs on contracts with Jansen University. Life is good for them and others in the charmed circle. Not so good for everyone else, as a state audit has found."[25]

The audits and their reports are especially troubling for Purchasing Director Chris Kent. During an interview he is telling the researcher about a new flowchart that he is developing for the University's contracting process, which he then links to the findings of the State Audit:

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[25] These are the opening sentences of an article in a major, state-oriented newspaper, which appeared shortly after the publication of the State Audit in January 2011.

Excerpt 4.2: Transcript of an interview with Director Chris [IT 17, 142-156]

1. Chris: So, it's also supposed to address audit concerns. So that the
2.   documentation, no matter who it is and what it is should look consistent as
3.   far as information. Because one of the things is that auditors look for is
4.   your policies say one thing but you know, your practices are showing
5.   something else. And so obviously, this audit that we got from the state was
6.   clearly something that I took serious. And I want to make sure that all of
7.   our documentation and processes are consistent.
8. Res.: Yeah.
9. Chris: Because that's usually where you get into trouble. You know, "How come
10.   you did this RFP this way, but when it came to this RFP, you didn't
11.   allow—this document wasn't necessary, this one wasn't necessary." And
12.   you know, "It doesn't look like you have a complete communication
13.   program that everybody's operating off of the same page."

Chris thus describes his ideal in which processes and documents consistently assemble the right information required to justify individual purchases as well as procurement decisions in the contracting process (e.g., lines 1-2). It is a concern with a 'burden of proof,' which in argumentation theory refers to a discussant's obligation to defend the claims he/she puts forward (e.g., Van Eemeren, Grootendorst, & Snoeck-Henkemans, 1996), and which appears especially defining of institutional accountability standards in the Purchasing actors' practice of making new contracts. The pressure to properly document exhaustive evidence of competitive purchasing procedures once led Chris to exclaim to the researcher that he 'could be sent to jail' over big procurement decisions that appear suspect in their justification.[26]

A lawsuit against Jansen Purchasing. Indeed, a most dramatic breakdown of the contracting process occurred when a bus vendor started a lawsuit against the University, the Purchasing Department, and specific individual buyers, because of their rejection of its bid for a multi-million-dollar campus bus contract. The lawsuit instantiates an ultimate

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[26] Chris shared this view during one of the orienting conversations about research opportunities at his department, before the start of actual data gathering.

act of holding the University accountable to acceptable procurement methods, as it quotes Jansen's own purchasing policy: "The department's major responsibilities are to procure all goods and services on a fair, competitive, and equitable basis, without undue delay, and in accordance with the university's purchasing policy." The lawsuit further quotes the Department's policy statements in that it strives to "be fair and ethical in all business relationships," and that it is committed to "open and free competition, and adherence to competitive procurement practices."[27]

The institutional standards of fairness, competitiveness, and equitability pervade the accounting practices of Purchasing actors as they jointly construct the contracting process. The accountability standards become specified aids for figuring out meaning, action and coherence (Jacobs, 2002) that rely on the analytic distinction between procedure and decision outcome. The role of the RFP committee is one central procedural affordance of the contracting process that should guarantee the legitimacy of procurement decisions. This is evident in buyers' typical interview reflections on completed proposal evaluations; e.g., "the decision is based on the committee"[28]; or even, "the decision was the committee's, it wasn't Purchasing's..."[29]

Strategic uses of contracting instrumentation. The procedures and techniques of the contracting process serve not only to ensure institutional legitimacy in the face of external scrutiny, but they are also adapted to support strategic decision outcomes that are beneficial to the University or the Purchasing Department. As a case in point, this appears

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[27] The case of the campus bus RFP and its lawsuit are revisited in the analysis of process breakdowns in Chapter 7.

[28] Quote by Lena Courier, the Green Purchasing Manager, taken from an interview about the final RFP evaluation meeting of the bike share RFP [IT 18, 183]. See Chapter 7 for further analysis of this case.

[29] Quote by Associate Director Linda Delgado, taken from an interview about the rejection of the incumbent vendor's proposal in the office supplies RFP [IT 9, 49]. See Chapters 6 and 7 for further analysis of this case.

from the uses of another common procedural instrument for accepting the burden proof in

contracting: A numerical tool that RFP committees use for the quantitative evaluation of

received contract proposals. It consists of an electronic spreadsheet with pre-specified

formulas for weighting and aggregating different RFP requirements (such as quality of

product, customer service, price, etcetera). Committee members are normally requested

to complete these spreadsheets based on their individual judgments of vendors'

proposals, after which they are all combined into one computation that produces the

committee's collective ranking of proposals. However, the tool serves more than just the

production of the institutional burden of proof for procurement decisions.

The accounts of buyers about their use of such spreadsheets are explicitly

strategic in terms of how the instrument not only serves to produce legitimizing evidence

of the upcoming procurement decision, but also how it should function to support specific

decisional outcomes that they themselves prefer. Purchasing Manager Lena does

acknowledge in the following account the instrument's legitimizing function, but later

also reflects on its effectiveness in producing the preferred outcome. The interview took

place in the context of the bike share RFP evaluations:

Excerpt 4.3: Transcript of an interview with Purchasing Mngr Lena [IT 18, 186-192]
1. You know, the evaluation sheets are important and numbers are important
2. because you have to have something in black and white to say, you know, this is
3. why we went in that direction, you know. (…) It's in writing, it's, you know,
4. there's numbers attributed to it and there's, you know, values that you can, you
5. know, judge against.

Here again, just as in Chris's interview reflection of Excerpt 4.2, Lena's account

reveals an orientation towards the RFP instrumentation as a means to produce material

evidence of a fair and equitable process. However, later on in the same RFP process, after

the committee members' individual scores have produced a certain ranking of proposals,

Lena has become more critical of what the numbers indicate. During an interview she

discusses with the researcher certain complications that came up during the final bid

evaluation meeting with the committee, which she partly attributes to the numerical

evaluation tool: "I want the numbers to be reflective of what the committee feels and I

feel like that's not what's happening" [IT 20, 647-648]. This slippage between the

procedurally warranted decision outcome and the buyer's or committee's informal

preference is not uncommon in the application context of the numerical evaluation tool.

Circling back to Derrick's general reflections on the University's RFP process, the

researcher recorded a similar concern during an interview about the Campus Center RFP:

Excerpt 4.4: Field note of an interview with Assoc. Dir. Derrick [FN 13, 114-117]
1. Despite the numerical structure of evaluating, "There's going to be still some
2. bias." "Sometimes the numbers lie," for instance when the weighted scores
3. produce a certain outcome and he feels like, "That's not who we thought should
4. be winning the bid."

Contracting maneuvers between institutional legitimacy and organizational effectiveness

Derrick's and Lena's concerns about the use of spreadsheets to justify a

procurement decision points to a dual orientation towards the functions of RFP

procedures and instruments. Not only should these serve to acquit the contracting actors

of the institutional burden of proof, but also to strategically generate decision outcomes

that the actors consider as preferred (e.g., Derrick in lines 3-4 of Excerpt 4.4: "That's not

who we thought should be winning the bid"). This finding implies that institutions such

as the contracting process are products of strategy and pragmatic reasoning more so than

is presumed by theories of institutions and organizations.

Content vs. process: An analytic fiction? In the classic institutionalist statement

by Meyer and Rowan (1977), formal organizational structure is regarded as a 'rational

myth' that mostly serves to ceremonially signal institutional legitimacy, regardless of any supposed instrumentality. According to this interpretation, the procedures involving the RFP committee and the numerical evaluation tool would be used only as legitimation of the RFP process, by virtue of their institutional isomorphism compared to other procurement organizations, public and private (cf. DiMaggio & Powell, 1983). Although it points out an important insight about institutional legitimacy, this analysis undermines how Purchasing actors appear to strategically adapt the institutional accountability procedures. Such strategic leveraging is also implicit in Derrick's reflection, "How formal do you wanna go, or how informal?" (Excerpt 4.1, line 4), and this should be taken more seriously in order to understand the variability of Jansen's contracting process (Table 4.1).

Derrick's reflection implies a strict analytic distinction between on the one hand the standard RFP questions about commodity specifications and vendor capabilities, and on the other hand the formal procedures that should legitimately produce answers to these questions. This distinction, if tacit, can in fact be found throughout the accounts cited in Excerpts 4.1 – 4.4. The Purchasing actors show an awareness of what North (1990) defines as the "rules of the game" (p. 3) that make out an institution. Following North's account, the institution of contracting for public procurement makes organizations such as Jansen's Purchasing Department possible through the formal and informal rules of the contracting game that the Department uses to shape and regulate interaction. This does not make Jansen's Purchasing actors *judgmental dopes* (Garfinkel, 1967/1984) that have simply internalized these rules, but they strategically adapt them in the local enactment of their organizational procedures. They orient to these procedures as output-generating

devices that can be manipulated in order to produce output that is circumstantially desired. North's new institutionalist insight is that the applied procedures confer institutional legitimacy on the decision outcomes, but what is more, the Purchasing actors apply them in concertedly strategic ways.

The distinction of outcome and procedure appears indispensible in how contracting actors construct their practice. It is akin to the analytic distinction between *content* and *process* that Aakhus (2001) identifies as central to how GDSS facilitators understand their work. These facilitators face a task similar to that of the Purchasing actors of this study, in guiding a decision-making process by intervening with institutionally ratified procedures and instruments. The GDSS facilitators' analytic separation of the content of their clients' decision-making discussions and the process of their own expert mediation servicing enables them "to say that their work influences without influencing" (Aakhus, 2001, p. 361). Publicly, Jansen's Purchasing actors apply similar rhetorical constructs of impartiality, as when they respond to critical State Auditors and attorneys of rejected vendors. However, their observed interactions with the researcher and each other reveal a qualitatively different understanding of their work than that of facilitators: The interactional accounts of their regular everyday work practices acknowledge that they apply formal, legitimate procedures in ways that actually do influence the decision-making outcomes.

Aakhus (2001) is critical of the process-content distinction, and qualifies it as an "analytic fiction" (p. 361) of GDSS facilitators. He points out that although it enables them to appear legitimate in their profession, it also constrains constructive reflection on their own practice. The facilitators take the distinction "to be a natural fact about

communication" (p. 361), so that the normative assumptions of this 'informational view' slip into the institutionalization of their practice. Aakhus argues that a more constitutive view would acknowledge how information is actually *created* through communication, along with other social materials such as relationships and identities (cf. Taylor & Van Every, 2000). The reasoning of Jansen's Purchasing actors about their work reveals such a possibly more constitutive view, as is for instance evident in a buyers' eloquent reflection on the RFP process (also the motto of this chapter): "If you always do what you've always done, you'll always get what you've always got" [FN 13, 53-54]. Senior Buyer Neima Forager shared this during an interview on the travel RFP, effectively distancing herself from the view that RFP procedures' facilitation of decision making is a neutral, unbiased competition. There is more evidence for Purchasing actors' rejection of such an informational view of their work.

Content vs. process: An argumentative strategy for institutional legitimacy. For participants of this study, the content-process distinction is not so much an 'analytic fiction' as a strategic assumption about communication that appears to be acceptable to their institutional accounts to vendors, auditors, and attorneys. It is an assumption that they use to maneuver between institutional standards for public procurement and organizational or individual preferences about desired states of affairs. Such maneuvering appears from their interview accounts that interchangeably emphasize the institutional legitimacy of their procedures, and the organizational effectiveness of how they specifically adopt them. For instance, when the researcher asked Neima in the same interview as the one quoted above how she feels about her junior colleague Carina's soon taking over the management of the travel commodity that she has overseen for years, she

answered that "she sees it as belonging to the University, not to herself. 'I am just a steward,' she says" [FN 13, 56-57].

Neima's response illustrates a personally distanced stewardship that is conducive to a buyer's accounting for procedural legitimacy. Her direct boss Linda provides similar accounts regularly throughout her interview responses, for instance, when talking about how she interacts with members of the office supplies RFP committee: "I don't want my—I don't want to throw my opinion about a vendor out there (…) I want to give them the facts (…) and then let them talk about the opinion" [IT 3, 230-239]. Despite such apparent buyer neutrality in facilitating the committee members' decision-making, Linda is also often explicitly strategic in her accounts of RFP management; as the researcher for instance noted based on another interview with her: "If the requesting department says X, Linda explains, then the job of the Purchasing Department is to know which next three questions to ask in order to get the vendor to deliver X" [FN 27, 63-64]. Whereas Derrick claimed these RFP questions to be the same for every RFP, Linda here said that it is her task to formulate them on behalf of the requesting department.

Derrick indeed appears to stay more on the side of content-neutrality in his accounts. For instance, and bringing this discussion back to the Campus Center RFP, the researcher observed during an interview with Derrick that he, "as the buyer for this RFP, normally has no direct contact with the food court vendors. 'The only time that I will be involved in it, there's a problem.' Therefore, (…) his role in the RFP process should be limited to a facilitator who mostly keeps to the background" [FN 11, 41-44]. These data then point to a tension in accountability standards between impartial facilitation on the one hand (similar to the GDSS facilitators), and strategic manipulation of the decision-

making on the other hand. The accounts characterize the buyer's task as the expert

translation of organizational preferences about a future state of affairs into RFP questions

and procedures that should legitimately, but also effectively, realize that state of affairs.

This preliminary exploration of the data and relevant theory has so far produced a

view of contracting as a practice for the construction of contracts through a strategically

orchestrated decision-making process. The account remains tentative until confirmed by

sufficient empirical evidence. The following subsection therefore traces the early

developments of the Campus Center RFP. It supports the analysis of the RFP process in

terms of the actual questions that rise and get answered throughout its development. The

Campus Center RFP is a suitable starting point, as it provided the immediate context in

which Derrick offered his generalizing interpretation of RFPs that started this analysis.

This particular RFP's relatively unproblematic development also marks it as an example

of what a canonical process might concretely look like. Finally, as further analysis in

Chapter 5 points out, this case also informs how an RFP process may come to deviate

from the canon.

Argumentative contract construction of the Campus Center RFP

The RFP questions that give rise to the Campus Center RFP can be derived from

the project's initial interactions. The Department of Student Life initiates the RFP in

January 2009, after a slot in the food court of the Northwest Campus Center has been

vacant since September 2008. With the vacancy the need has arisen to establish a new

'food concept.' Andrew Bandel, Associate Director of Student Life, contacts Associate

Director of Purchasing, Derrick Helm, who manages the food court commodity at the

Purchasing Department. Via email, they plan the initial activities to set up competitive

bidding. Andrew launches a survey among 200 visitors of the Campus Center's food

court to find out what their preferences are for the new concept. He also adapts the RFP

document of his Department's last comparable bid in 2003, and uses it as a template to

develop a first draft of the new RFP, which should ultimately be sent to eligible food

vendors. Andrew shares the draft with Derrick by email, and proposes to discuss it at the

first RFP committee meeting. It is in this draft's first formal statement of the RFP's

purpose that the motivating question of the project can be found:

> *Excerpt 4.5: From the first draft of the Campus Center RFP document*
> Jansen University (Jansen) is seeking to establish, through competitive bidding,
> service/lease contracts to provide professional and innovative quick service, quality
> food operations, hereinafter "Food Services", for one (1) location, herein after
> "Premises", available within the Northwest Campus Center Food Court. Food
> Services that offer Mexican, Southwestern Tex-Mex, Spanish, Chicken, Salads/Salad
> Bar, Vegetarian, Organic; Desserts, and Yogurt are specifically requested. […]
> Proposed products shall be competitively priced and complement the current food and
> service offerings and product mix of existing Northwest Campus Center Food
> Services […]

The RFP's purpose statement addresses and partly answers the first question of

the RFP project that can be reconstructed as follows: What kind of food concept should

be purchased from which vendor to fill the vacant slot in the NW Campus Center's food

court? This question motivated or generated the initial RFP activities described above;

the email interaction between the Associate Directors of the Departments of Student Life

and Purchasing; the planning of the competitive bid process; the launch of the end user

survey; and the collaborative drafting of the RFP document. Each of these activities

served to define part of the scope of possible answers to the RFP's initial question, and to

prepare further activities that should finally answer this question in an institutionally

legitimate manner. Assuming that this *central RFP question* is as standard for RFP

processes everywhere as Derrick suggested, its local generation of procedures and

activities needs to be compared with other RFPs for variations in process. Table 4.2

presents a plot summary of the case of the Campus Center RFP for quick reference.

Table 4.2: A plot summary of the Campus Center RFP

RFP launch	Central RFP question	Main players	Project resolution
Department of Student Life initiates the RFP to fill up a slot in the food court of NW Campus Center that has been vacant since September 2008.	What kind of food concept should be purchased from which vendor to fill the vacant slot in the NW Campus Center's food court?	-Derrick Helm as principle buyer; -Andrew Bandel, Associate Director of Student Life.	The vendor of a Mexican food service, All Tacos, gets awarded the new contract in August 2009.

Legitimizing arguments in response to RFP questions. The use of the visitor

survey in the Campus Center RFP serves as a simple illustration of a pragmatic solution

to the need to create a new contract only indirectly by constructing the contracting

procedures. Table 4.1 shows the relative canonicity of this solution in the University's

contracting process: The travel RFP employs such an end-user survey twice, in February

2009 and in May 2010, while in the bike share RFP the 'information session' in

November 2010 serves a similar purpose although through a different instrument. In the

office supplies RFP no such information gathering about end-users' preferences was

employed before completion and dissemination of the RFP document. This procedural

variation among the different RFPs can be attributed to locally contingent reasoning

about the need to take end-user preferences into account in answering RFP questions

such as 'what specific type of commodity should be requested,' 'which vendors could supply the commodity,' or, 'what is the University's estimated usage of the requested commodity?'

The argumentation required to validly or legitimately produce claims that serve as answers to the RFP questions is likely to vary per commodity: The office supplies commodity consists of clearly defined goods about which the University has detailed purchasing figures available that represent the end users' needs and preferences; the travel and bike share commodities on the other hand include immaterial services and material goods that are not at all sufficiently defined at the outset of these RFPs, and end user preferences are largely unknown.[30] For the Campus Center RFP the end user preferences were undefined given that, as the researcher recorded based on an interview with Derrick, "The student cohort changes all the time, he adds, which makes it harder to predict whether or not they will like a certain vendor. Different needs arise with the changing demographics" [FN 11, 70-72]. Therefore, different standards of what counts as valid evidence or support may be expected for these different RFPs, and different instruments are employed (end user survey, information session) to legitimately construct argumentation in support of the final text that is to make it into the new contracts.

Thus seeing RFPs in contracting as decision-making procedures for the construction of new contracts, the Purchasing Department becomes the orchestrator of decision-making as it guides and monitors the production of argumentation in support of procurement decisions. The contracting process then becomes more than the adoption of proven organizational form in the singular pursuit for legitimacy (as in the old

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[30] See Chapters 6 and 7 for elaborate analyses of the office supplies, travel, and bike share RFPs.

institutionalism), or than the reproduced outcome of enabling and constraining mediations by authoritative institutional texts or *a priori* language structures (as in the Montreal School). Rather, the current approach identifies such institutional materials and demands, and the prevailing interactional affordances and constraints, and asks how argumentative efforts strategically shape them for coping with the multiple demands. In this communication design practice, arguments form both the process and the objects of design (cf. Aakhus, 2007). Arguments and argumentation, then, make out the interactional structures through which contracting actors construct, support, and contest their own and each other's decision-making efforts of public procurement practice. The following section sets up a conceptual framework for the interpretation of such contracting arguments.

The Argumentation Structures of Contracting

Jansen University's contracting process unfolds through orchestrated disagreement, decision-making, and argumentation. Key to this understanding is the ethnomethodological insight that talk in social interaction is structured by interactants' turn-by-turn monitoring of their own and each other's accountability obligations. There exists a structural awareness in interaction of what is acceptable and what is not, which naturally draws attention to the potential for disagreement. It is this interactional principle upon which institutions get constructed.

Three theoretical principles of argumentation that are basic to this institutional-argumentative approach are introduced in this section through a discussion of empirical data gathered in this study and relevant literature. First, argumentation practice observes acceptability standards both in terms of topicality and of procedure. The distinction of

'information relevance' and 'pragmatic relevance' (Jacobs & Jackson, 1992) maps onto the native analytic distinction of an RFP's questions and procedures, and explains the interactional pursuit of normatively acceptable support for preferred decision outcomes.

Second, the routines of everyday interaction and argumentation become adapted through the institutionalization of procedures for organizational disagreement. The sequential organization that patterns ordinary interaction also structures the formation of accountability standards and procedures of contracting (cf. Drew & Heritage, 1992; cf. Jackson & Jacobs, 1980). Third, interactional expansion of disagreement is generative of a 'disagreement space' that structures all possible issues that could arise in the unfolding of discussion (Van Eemeren et al., 1993). Disagreement space is central to the constitution of the contracting process, as it identifies structural opportunities for further activity and argument in the course of a contracting project such as an RFP. These three principles will be developed next, and illustrated by reference to early developments of the Campus Center RFP.

Information relevance and pragmatic relevance of the Campus Center RFP's arguments

A classical interest in argumentation theory based on informal logic is the relationship between an argument's premises and conclusion (Van Eemeren et al., 1996). An argument's cogency is evaluated by the inferential soundness of basing the acceptability of the concluded proposition on that of the propositions in the premises. What is defining is thus the "premise-relevance" (Blair, cited in Jacobs & Jackson, 1992, p. 161) of an argument, or how its propositions are semantically and logically linked. Further seminal developments in argumentation have refocused the attention away from the *products* of argument in terms of these premise-conclusion relationships, towards the

production of argument through communicative exchanges (e.g., O'Keefe, 1977). This distinction appears crucial to the way the contracting actors of this study understand their work, and with it, how they construct the production of contracts in patterned ways.

The RFP questions and their answers are part of the materials that make up the final argumentative products of contracting, whereas the procedures that formulate and answer these questions constitute the production activities in the making of contracts. Thus, any details regarding for instance commodity specifications or requirements, or proposals and capabilities of potential vendors, is 'information-relevant' to the procurement arguments that need to be constructed. Jacobs and Jackson (1992) use this term to denote such materials' potential to serve as arguments, and distinguish it from their 'pragmatic relevance,' which is defined by their actual use in argumentation.

Constructing pragmatic relevance of contracting arguments. Given this argumentative interpretation, certain complications in the contracting process may be understood analogously to the argumentative digressions that Jacobs and Jackson (1992) analyze in the institutional context of professionally mediated child custody disputes between divorcing husbands and wives. For instance, a husband and wife's mutual accusations of immorality and irresponsibility are pragmatically *irrelevant* given "the institutionally authorized framework for [divorce] mediation" (p. 168), but may still be information-relevant to the discussion issues at hand (e.g., a parent's moral character in the context of deciding on child custody arrangements). Likewise, claims in contracting, about a vendor's (in)eligibility to supply a requested commodity may well be information-relevant in terms of their premise-conclusion potential, however, they will be

accepted as legitimate only if they are produced in a way that is pragmatically relevant to the normative institution of public procurement.

So, Derrick's RFP questions may indeed all have information relevance by virtue of what is institutionally important to ask in contracting for public procurement. But the pragmatic relevance of how the questions will be posed and answered is decisive for the effectiveness and legitimacy of the contracting process. The contracting actors' awareness of pragmatic relevance is evident especially in the contexts of the State Audits and the lawsuit discussed above. But this awareness is not limited to such occasions of explicit third-party critical scrutiny of contracting procedures. In fact, regular RFP interactions are overwhelmingly oriented more directly to their pragmatic relevance than to their information relevance.

A simple illustration can be found in the Campus Center RFP. The central RFP question (What kind of food concept should be purchased from which vendor to fill the vacant slot in the NW Campus Center's food court?) generates broad information relevance for any suggestions about kinds of food concepts and eligible vendors, but the RFP's initiating interactions are instead concerned with procedural issues. The following email from the Associate Director of the requesting Department of Student Life must have been one of the first actions of this RFP:

Excerpt 4.6: Email from Andrew Bandel to Derrick Helm on February 19th 2009
Subject: RFP for Food services at NWCC
Hi Derrick,
We would like to meet with you to plan out our RFP for the open food service location at NW Campus Center. Can you give us some meeting times the 1st week of March?
We will have a draft of the RFP document for you to review prior to the meeting.
Thansk [*sic*]
Andrew Bandel

The email leaves the central RFP question implicit and raises pragmatically relevant issues about how to start the RFP process. The information-relevant central RFP question was still conditional for this email, but the institutionally authorized framework of contracting constrained it from being addressed more directly. This distinction becomes useful when tracing the chronological developments of an unfolding RFP process.

Contracting arguments' relevance across time and space. The information relevance – pragmatic relevance distinction functions differently in the institution of contracting than that of divorce mediation in at least two important ways. First, argumentative (ir)relevance is a collaborative achievement that is "produced jointly by the expressive choices of one party and the responsive choices of another" (Jacobs & Jackson, 1992, p. 173). What gets taken up in interaction between buyer and vendor is constrained by the relevance structures existing at the initiation of the exchange, but it also forms the basis for subsequent actions that in turn update or maintain what counts as relevant—this is the same for divorce mediation sessions. But in contracting, more time may pass in between one action and its response, which increases the potential for collaborative updates of relevance.

In the Campus Center RFP, Andrew's first email to Derrick (Excerpt 4.6) did not yet specify that they are looking for "Food Services that offer Mexican, Southwestern Tex-Mex, Spanish, Chicken, Salads/Salad Bar, Vegetarian, Organic; Desserts, and Yogurt," even if such suggested specifications would have been information-relevant (and known) at that time given the RFP's central question. However, these specifications are exactly the ones listed in the RFP document that Andrew and Derrick finished drafting together a month later (Excerpt 4.5). The changes in what counts as

pragmatically relevant were effected in the RFP interactions that took place between the email and the RFP drafting, owing to the fact that the contracting discussion is more extended in time and space than the single divorce mediation discussions of Jacobs and Jackson's (1992) study. What counts as information-relevant is of course similarly subject to change over time.

Second, pragmatic relevance functions like an argumentative warrant or precondition for information-relevant issues to actually be taken up in the contracting discussion. Although this point remains implicit in Jacobs and Jackson's (1992) treatment,[31] it appears quite clearly from the way contracting actors construct arguments and rebuttals in the RFP process. The previous example of the food service specifications also illustrates this point. Andrew did not raise this issue in his email exchange with Derrick, but reserved the RFP question to be formulated only in the end user survey as, "Please indicate your preference for the following food choices we could offer" (followed by 20 different categories to rate from 1 to 5). The action format was thus conditional for raising the issue; its pragmatic relevance had to be established as support for claims (the service specifications) that were otherwise only information-relevant.

Note that whether or not Andrew already knew what service specifications to request was part of the story, but not all of it. The end user survey *may* have served to gather this information, but more important for the legitimate construction of the RFP process is the *argument that* the survey did so. Recall Lena's and Derrick's reflections on the use of spreadsheets for bid evaluations: "I want the numbers to be reflective of what

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[31] Jacobs and Jackson's (1992) most direct statement of this implication may be found where they write, "the in-principle relevance of the information at hand may not be enough. Even where plausible connections to relevant issues could be drawn, an argumentative use may not be warranted" (p. 173).

the committee feels and I feel like that's not what's happening" [Lena in IT 20, 647-648], and "Sometimes the numbers lie" (Derrick in Excerpt 4.4, line 2). They both acknowledged the possibility of singling out the legitimating function of the spreadsheets' pragmatically relevant format, while already knowing the (merely) information-relevant claims that they would strategically seek to corroborate.

Institutional adaptation of conversational argument

Making contracting actions pragmatically relevant thus appears as a regular concern to contracting actors seeking to create institutionally legitimate support for procurement claims. New institutionalism has become more amenable to such an interpretation, as it advanced in more ethnomethodological directions; explaining how formal organizational structure is standardized through rationalizing accounts and typifications in informal interaction (DiMaggio & Powell, 1991). Institutional legitimacy thus becomes a matter of interactional reasonableness, conceptually expanding the concept of isomorphism (Powell & Colyvas, 2008). However, these theoretical advances do not yet capture the strategic shaping and adaptation of the "rules of the game" (North, 1990, p. 3) through which contracting actors render their procurement arguments pragmatically relevant and (so) institutionally legitimate.

Arguments in organizational networks of conversation. Definitions of argumentative acceptability (or validity, cogency, or soundness) have traditionally included standards or norms that are external to the actual discourse of interlocutors. Ideal concepts such as logical entailment and dialectical reasonableness normatively identify valid and invalid uses of actual argumentation, while disregarding or only secondarily considering discussants' apparent native understandings of their own

discourse (Van Eemeren et al., 1996). Jackson and Jacobs (1980, 1981) complement such

ideal approaches by studying the conversational bases of argumentation. Their research

of naturally occurring arguments points out that discussants interpret the acceptability of

one another's argumentative moves in relation to the same rules and structures that

govern ordinary conversation—i.e., pragmatic rules for conversational turn-taking, and

the interpretation and construction of turns and speech act types. Just as the rules of the

specified game of argumentation are thus derived from the generic rules of the interaction

order, so it appears that the observed patterns of contracting arguments are specified

versions of everyday patterns of social interaction.

Such an interactional understanding is implicit in Derrick's insight of an RFP

process as unfolding through varying meetings and activities that raise and answer

recurring questions. Indeed, the early developments of the Campus Center RFP show

how the work is structured by action sequences in the forms of meetings, conversations,

and (textualized) speech acts that are responsive to the questions and answers, issues and

claims that they each put forward. This sequentiality of organizational actions is not quite

the same as the conversational sequences of Jackson and Jacobs' (1980, 1981) emic[32]

account of argumentative acceptability. However, it is an institutional adaptation of such

ordinary interaction, as it is also modeled in the language-action perspective (LAP).

Based in the work by Winograd and Flores (1986) of designing computing to support

work, LAP assumes that organizational reasoning happens in interaction rather than in

individual reasoners. The approach models work as happening through 'conversations'

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[32] An 'emic' understanding of a practice reconstructs its norms as internal to that practice, as opposed to an 'etic' approach that reconstructs and evaluates a practice based on external norms such as the normative ideals of argumentation (Pike, as cited in Van Eemeren, 2010).

that are networks of actions, and through organizations that are networks of conversations (Winograd, 1987).

LAP's most fundamental model of an institutionally adapted ordinary conversation is the *conversation for action* (CfA) that guides the prototypical business exchange through the sequenced performances of everyday speech acts: A request from one party, followed by a promise and later a report of completion from the other party, to be concluded with a declaration of approval by the original requester (Winograd, 1987). A basic understanding of the contracting process as a conversation for action would thus reconstruct the RFP document as the *request*, the contract as the *promise*, the accounts of individual orders and deliveries as *reports of completion*, and (positive) performance evaluations as *declarations of approval*. Of course many more actions get performed in the richness of actual work processes, but what is important for understanding process variability such as observed at Jansen Purchasing, is that these actions and their interpretations are institutional adaptations of basic interactional structures and rules (cf. Drew & Heritage, 1992).

Legitimizing action sequences of contracting. The construction of pragmatic relevance of contracting arguments (e.g., the vendor *All Tacos* should supply the new food concept in the Campus Center) raises, other than the standard RFP questions, questions about procedure; e.g., "How formal do you wanna go, or how informal?" (Derrick in Excerpt 4.1, line 4). Such questions generate interactional expansions of the process that are structurally in kind with the conversational expansions that Jackson and Jacobs (1980, 1981) identify in naturally occurring argumentation. They explain how argument arises in ordinary conversation to repair, anticipate, or avoid 'interactional

trouble' that may arise with a conversationalist's objectionable performance of a certain speech act.[33] In order to doubt or object to past or upcoming speech acts that may be unacceptable, the authors explain, discussants make use of interactional tools that are regularly available in ordinary conversation.

For instance, upon being asked a question to which a definite answer is not yet possible, the production of that 'conditionally relevant response' (Sacks et al., 1974) may be acceptably deferred through the production of 'insert expansions' instead (Schegloff, 2006). These serve a similar function as pre-expansions or post-expansions that may be produced at other conversational positions—to question, clarify, confirm, etcetera, conditions or states of affairs implied or expressed by prior or expected conversational utterances (Jackson & Jacobs, 1980, 1981). The pragmatic rationality governing such conversational expansions in argumentation (Jacobs & Jackson, 1989) can also be found in the 'conversations' that are institutionally adapted for contracting purposes. The Campus Center RFP's end user survey and the competitive bidding process thus function as insert expansions between the RFP's central question and its conditionally response that would in the end propose *All Tacos* to sign the new contract with the University.

In LAP, such conversational tools are further specified for the various institutional purposes they could serve, adding conversation types in which organizational actors often need to engage in the course of completing a basic conversation for action (CfA). These conversation types (Winograd, 1987) can easily be recognized in Jansen's contracting process: the *conversation for possibilities* (e.g., the 'RFP committee meeting,' variations

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[33] Jackson and Jacobs (1980, 1981) define the unacceptability of a speech act's performance relative to the (potential) nonfulfillment of a speech act's felicity conditions, as identified in Searle's (1971) speech act theory.

of which are presented in Table 4.1 in the RFP formulation and planning stage of each of

the four cases); the *conversation for clarification* (e.g., as held during the vendor

presentations in the RFP evaluation stage of the office supplies RFP, or in the form of the

clarification questions that Lena submitted in writing to bidders in the bike share RFP);

and the *conversation for orientation* (e.g., in the implementation stage of the office

supplies RFP, when the implementation managers of the newly contracted Bureau

Supplies took a campus tour, and when their workers informally 'shadowed' delivery

truck drivers of the incumbent vendor of office supplies). The ability to identify such

different interactional expansions and their functions is pertinent to defining the

pragmatic relevance of contracting argumentation.

Pragmatic rationality of institutional argumentation. These theoretical

developments render an institutionally adapted conversational account of how contracting

actors orchestrate their work processes through the construction of pragmatic relevance

of procurement arguments. It explains Jansen's contracting process better than possible

alternative accounts. The rational focus on pragmatic strategy in everyday contracting

interactions sets it apart from theory in supply chain management (SCM), structuration

theory, new institutionalism, and the Montreal School's CCO approach.

Even if the specific communicative affordances identified here, such as CA's

insert expansions and LAP's conversation types, appear as mere substitutes for the

interpretative schemes of Giddens (1984), the informal rationalizing accounts of

DiMaggio and Powell (1991), or the textual construction grammars of Taylor and Van

Every (2000); it is their strategic use in the interactional construction of contracting

arguments that is most distinguishing of this account (cf. Jacobs & Jackson, 1989). Such

pragmatic rationality generates alternative possibilities in the unfolding communication process for establishing its institutional legitimacy. Moreover, this pragmatic account's affordances for communication rather *specify* and *complement* those of the other above-mentioned accounts, enabling move-by-move, meeting-to-meeting sequential reconstruction of process expansions as shown in the unfolding analysis of the Campus Center RFP.

Before analyzing the actual pragmatic strategies of Jansen's contracting actors more directly in Chapter 5, this section concludes with an account of 'disagreement space' in contracting. Contracting actors orient to an expanding disagreement space as they develop an RFP's questions into argumentative possibilities for action. It can be understood as an argumentative adaptation of the typified stock of knowledge from which actors draw in producing their rationalizing accounts according to phenomenological approaches (such as applied in DiMaggio & Powell, 1991).

The disagreement space of the Campus Center RFP

The procedural variations observed among the contracting cases presented in Table 4.1 arise from different pragmatic considerations about how to answer an RFP's central question and ensuing questions. It has been argued that in making strategic choices between communicative possibilities, contracting actors maneuver between what is institutionally legitimate and what is organizationally or individually preferred. To explain how these choices are decided in the flow of the unfolding interactional expansions of contracting, an account is needed of how contracting actors understand the possibilities for argument construction at any given point in the process. How do the action sequences of contracting produce information-relevant materials that actors need

to envision the construction of possible arguments? And what else do they need to decide how to forge these arguments in pragmatically relevant ways? In short, they need to understand the possible disagreements that may come up in the course of an RFP, given the commodity request, the interests of all involved participants, and the rules of the game of contracting.

Opportunities for argument and activity in contracting disagreement. Jansen's competitive bid process constitutes a procedure geared towards maximizing disagreement. Before the Purchasing actors can produce any specific claims about which vendor to select for a new contract, the bidders present their disparate contentions on who they believe should supply the requested commodity. Of course, these contentions come in the form of their official proposals for why the University should pick them and not a competitor. Purchasing Director Chris once formulated the implicit message of an RFP in a way that emphasizes the polemic character of the bid process: "This is how we're doing it now [referring to the University's current management of the requested commodity]. You are the expert, so you tell us how you will do it better."[34] How the University is "doing it now" is described with deliberate vagueness (or strategic ambiguity; Eisenberg, 1984) to appeal to a bidder's creativity in formulating a proposal that can be easily distinguished from competing proposals, Chris explained.

In this orchestrated competitive arena, all contributions to the contracting process are interpreted for how they add to the unfolding disagreement. The speech acts thus performed in addressing an RFP's questions pragmatically signal stances relevant to the procurement argument. Jackson and Jacobs (1980) explain how the *felicity conditions* of

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[34] Chris shared this view during one of the orienting conversations about research opportunities at his department, before the start of actual data gathering.

a speech act systematically generate a host of individual commitments (or 'beliefs and wants'; Jacobs & Jackson, 1983) for which the performer of the act may be held accountable. Common examples are commitments regarding the speaker's sincerity in performing the act; the speaker's right to perform the act; the hearer's predisposition to comprehend, accept, or adequately respond to the act; etcetera (Searle, 1971). Given such implied commitments, the performance of any speech act can be made 'arguable.'

It was already established that the pragmatic inferences of disagreement relevance in speech acts enable contracting actors to anticipate upcoming interactional trouble or repair it through pre-expansions, insert expansions, or post-expansions. But beyond such conversational expansion of a contracting disagreement, this form of pragmatic reasoning with felicity conditions also affords the understanding of an RFP's 'disagreement space' (Jackson, 1992). This concept is crucial for understanding the analyses of this dissertation. Van Eemeren et al. (1993) define a disagreement space as an "entire complex of reconstructible commitments" (p. 95) derived from the felicity conditions of exchanged speech acts. These form a "structured set of opportunities for argument" (p. 95); a means for actors to understand the strategic choices facing them at a given moment in the unfolding contracting disagreement.

A contracting project's disagreement space thus represents a snapshot understanding of the unfolding disagreement from the perspective of its participants. It includes positions and propositions relevant to the disagreement, as they have been expressed and implied in prior (textual and oral) interactions. These include information-relevant materials for argument construction that are agreeable to all participants—what Van Eemeren and Grootendorst (1992) term the starting points of a discussion, or its

"zone of agreement" (2004, p. 60)—as well as materials or commitments that may be disagreeable to some. When a contracting actor (buyer, vendor, etcetera) disagrees with a certain commitment in the disagreement space by expressing objections against it, the commitment gets 'called out.' It then becomes a 'virtual standpoint' that may generate the explicit use of argument through discussion with dissenting actors (Van Eemeren et al., 1993).

Issue structure of everyday contracting activity. This disagreement-space understanding of the contracting process was apparent in several RFP committee meetings, in which Purchasing staff and for instance departmental business managers or University administrators had to agree on the formulation of an RFP document or the evaluation of received vendor proposals. The discussions at for instance the travel RFP committee meeting of April 13 2010 and at the bike share RFP evaluation meeting of March 3 of 2011 (see Table 4.1) revolved around finding consensus on the contracting issues at hand and what was still disagreeable about these issues to some of the participants. A very explicit example from another case, of an implied commitment being called as a virtual standpoint, was the lawsuit in the campus bus RFP, cited before. The attorneys of the rejected bus vendor cited email communications of the Purchasing Department and pointed out how they implied the kind of collusion and favoritism in which the Department's own policies claim it will not engage.

In the everyday operation of a contracting project such as an RFP, actors continually update and monitor the disagreement space through the responsive exchange of speech acts, probing for potential issues that they want to resolve, repair, avoid, emphasize, or the like. Derrick's RFP questions represent such 'argumentative issues'

(Goodwin, 2002) that are information-relevant to the contracting disagreement. The disagreement space also involves issues about how to resolve such information-relevant issues in pragmatically relevant ways. These issues signal communicative possibilities available to contracting actors, given their own and their co-participants' individual commitments in the discussion, and the institutional rules of the game of contracting. The Campus Center RFP's visitor survey, for instance, might have been substituted with a student panel or on-site interviews given the issue of the visitors' preferences and pragmatic considerations about how to possibly gauge them.

Portraying contracting actors' understandings of the contracting process in terms of a disagreement space provides a solution to Derrick's analytical puzzle of the identical questions that need to be answered in every RFP, and the procedures that may differ in format from RFP to the next. The RFP questions are understood as argumentative issues about which the contracting process invites explicit disagreement among relevant actors such as vendors, end-users, administrators, buyers, etcetera. These issues come to exist in a space of possible and actual disagreements, and structured along pragmatic principles of disagreement expansion. The structure appears to order the various issues hierarchically, as the asking of one RFP question may imply another one. It affords contracting actors' pragmatic reasoning about their strategies in producing information-relevant procurement claims (or answers to RFP questions) through pragmatically relevant communicative formats or procedures. As the disagreement unfolds through the sequential addressing and implication of RFP questions and issues, the disagreement space gets updated with new commitments and so, new opportunities for further argument and activity until the central RFP question has been answered consensually.

Conclusion

This chapter started out with three aims: (a) to provide an abstracted overview of the four comprehensive cases of contracting observed in this study; (b) to present a comprehensive rendition of the contracting process at Jansen University; and (c) to build an analytical approach for more detailed investigation of the University's contracting process and its individual instantiations. The process overview in the form of the narrative reconstruction provided a 'canonical' model for how contracting ideally takes place at the University (Figure 4.1). Table 4.1 showed the varying deviations of the four comprehensive cases in comparison with the canonical process, and also some surface variations between the cases. The resulting twin problems of process coherence and divergence were analyzed both empirically and theoretically, leading to an initial formulation of an argumentation-theoretical approach toward contracting.

Recurrence and variation in the manifest activities of Jansen's contracting process were shown to arise from orchestrated disagreements regarding the outcomes and procedures of contracting. The common questions that an RFP process seeks to answer are institutionally ratified objects of interactions between contracting actors. The information-relevant arguments that they imply commonly structure distinct process instantiations, while the activities and procedures that address the standard RFP questions bring locally varying pragmatic structure to the process. That structure is contested by arguments about the pragmatic relevance of the procedures, given institutional standards for public procurement.

An RFP's *disagreement space* integrates the two relevance structures of contracting arguments. The individual and organizational commitments produced through

the performances of speech acts and their contracting analogues systematically become objects for potential disagreements. The pragmatic expansion of contracting activities parallels that of conversational acts, in that the activities that arise in sequence to an RFP's central question address the possible disagreements or issues that need to be resolved before a final answer can be provided satisfactorily in the form of a purchasing contract. New RFP questions enter the process as (potential) issues that become relevant in the hierarchical issue structure of the RFP's developing disagreement space. The activities addressing, anticipating, or avoiding these issues in turn update the disagreement space through the pragmatic commitments that they produce.

The empirical grounds for this argumentation-theoretical analysis consisted of (a) the variations observed between the manifest activities of this study's four comprehensive cases of contracting; (b) the reflections on the RFP process by key actors in the University's contracting process; and (c) further observations of activities and documents of the Campus Center RFP. Interpreted with the use of pragmatic theories of communication and argumentation, these data showed that Jansen University's contracting process is not pre-programmed in terms of the activities that should be carried out by default, as the initial narrative reconstruction of section 4.1 suggested. Instead, what makes a contracting project (e.g., an RFP) canonical is its pragmatic rationality in the strategic construction of contracting arguments that are both institutionally legitimate and organizationally effective. The interactional format that so emerges is a procedural solution for managing the complex stock of issues in working out a contracting agreement.

This account gives more comprehensive answers than the reviewed competing theoretical accounts, to the questions of how contracting emerges as an institutional process, and how it could locally emerge in ways that show both recurring structure and incidental variation. While acknowledging the rationalizing influence that guidelines of supply chain management literature (Simchi-Levi et al., 2008) may have on its profession, the suggestion that it has a direct normative influence on practice is avoided. Directly normalizing effects that institutional standards might be claimed to have on contracting interactions, as suggested by the old institutionalism (Meyer & Rowan, 1977), do not account for the observed process variations. Structuration theory (Giddens, 1984) would better account for the possibility of deviation from a canonical process due to its theorized social struggle over rules and resources, but it lacks an account of the communicative affordances used and contested in such a struggle. Those proposed in new institutionalism (DiMaggio & Powell, 1991; Powell & Colyvas, 2008; W. R. Scott, 1994) and the Montreal School (Taylor & Van Every, 2000) make up for that lack by introducing the influence of rationalizing interactional accounts and the textual mediation of language, but neither approach sufficiently develops the strategic use of such affordances to shape communication into locally preferred formats.

The argumentation-theoretical account developed here instead identifies the natural interactional affordances and procedures that constitute everyday communication, and explains how these are taken up and adapted in the orchestration of disagreement aimed at the joint production of new purchasing contracts. So even if an RFP's ultimate goal is to forge *agreement* about the supply of a requested commodity, its procedures

establish this through interactional explorations of *disagreements* that might and/or do arise on the road towards consensus.

Rationality plays a key role in this production process, but it does so in two analytically distinct ways. First, *interactional rationality* is embedded in the patterns and structures of the interaction order of everyday social interaction (how people use words and other symbols and rituals to get things done, such as conversing, arguing, identifying, positioning, etcetera). The structural opportunities for argument and expansion of disagreement spaces are central in this sense of rationality. Second, there is what Schön and Rein (1994) term *design rationality*, which has to do with the ways that practitioners of wide-ranging professions reason about the design conversations of their practice, through which they shape and negotiate relevant (social) materials into forms preferred in the complex context of relevant action frames. This second sense of rationality is the subject of the following chapter, which adapts it to *communication-design rationality*, targeting interactional materials and communicational goals (cf. Aakhus, 2007a). It further develops the argumentation-theoretical account of contracting into a disagreement-management account by analyzing the concerted management of contracting disagreements, and interrogating the pragmatic strategies employed in its course.

Chapter 5: Disagreement Management of Supply Chain Contracting

"[T]hey do not need a pre-proposal conference for 'everything.'" [FN 11, 91]

"There will not be a public bid opening (where bidders can peruse competing bids)

unless one of the bidders asks for it." [FN 13, 88-89]

--Field notes of interviews with Derrick Helm, Associate Director of Purchasing

Supply chain contracting, from the argumentation-theoretical perspective under

development here, is the process of creating new purchasing contracts through the

exchange of arguments in disagreements about RFP outcomes and procedures. In the

previous chapter, the activities of the Campus Center RFP were seen as arising in

response to standing issues in its disagreement space. The issues were given in by an

institutional stock of issues for RFPs (the RFP questions), and by prior activities that

produced or previously addressed these issues. What now becomes important to see is

that the emergence of these activities is not merely given in by the combined structures of

institutional stock issues, interactional action sequences, pragmatic commitments, and

argument hierarchies. These structural components are important, but they do not simply

impute a kind of *a priori forms of text* onto the contracting conversation, as Taylor and

Van Every (2000) might have it. Rather, they constitute the building blocks or

interactional scaffolding for the strategic management of the developing disagreement

space.

This chapter discusses how the contracting process emerges as a form of

disagreement management, as it continues the chronological analysis of the unfolding

Campus Center RFP. In the shaping of how disagreement ordinarily occurs, existing rules

of the game (e.g., everyday interactional routines) are adapted and new rules of the game

are created (e.g., institutional accountability procedures).[35] By analyzing how contracting

disagreement differs from ordinary argument, the following section discusses the ways

that the contracting process actively adapts the ordinary routines and rules for argument,

and specializes them to institutionalize the game of public procurement. The second main

section of this chapter then argues that the actors of the Campus Center RFP act

strategically to manage the disagreement expansion in preferred directions with the use of

common conversational elements such as participant roles, topics, turns, etcetera.

This chapter thus addresses normative rationality of organizing in a relatively

unaddressed way. Rationality has been essentialized in a classically positivist way in

SCM literature; it has been relegated to myth and mere rhetorical scheming in old

institutionalist theories; and it has been appropriated into language in the Montreal

School version of CCO. The current adaptation of disagreement management restores

rationality as a systemic specification of the interactional rationality of ordinary

disagreement expansions. It advances a version of communication-design rationality that

takes disagreement space as its fundamental object of design, expressed in the materiality

of language and interaction.

Institutional Adaptation of Disagreement for the Campus Center RFP

Seeing institutional interaction as a specified variant of ordinary interaction (cf.

Drew & Heritage, 1992), the previous chapter identified similarities between the

expansion of the Campus Center RFP's disagreement space and the expansion of

conversational argument (Jackson & Jacobs, 1980). However, there are also important

differences to point out, as the institutionalization of interaction indeed implies the

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[35] Douglass North's (1990) metaphor of institutions as 'rules of the game' is loosely adopted here.

adaptation or *specification* of what happens in everyday routine interactions. In the contracting cases of this study, that adaptation involved three main factors. Most visibly, contracting disagreements take shape among more actors proposing/defending uniquely defined standpoints than the two interlocutors in the typical conversational arguments in Jackson and Jacobs' (1980, 1981) analyses.[36] In Jansen University's contracting process, the parties to the disagreement include at a minimum the Purchasing Department, the requesting University department, all vendors that receive a copy of the RFP, and the end users of the commodities to be purchased. More actors could join the contracting discussion as supporting departments such as Legal Counsel get involved or when differences arise between individual members of any participating department or organization.

Another main adaptation of conversational argument in contracting, partly as an effect of its multiple actors, is that more pragmatic commitments arise and need to be specified than is typical and obviously necessary in ordinary interaction. Everyday argumentation affords discussants with relatively easy devices for keeping track of one another's 'commitment sets' (Hamblin, 1970) as they define their relative positions in the disagreement. Agreement between ordinary interactants, on terms of common understanding about their conduct, is largely dependent on "an unspoken but understood *et cetera* clause" (Garfinkel, 1967/1984, p. 73). Such a guarantee that agreements can be reinterpreted at any time given unforeseen conditions is fundamental to human interaction and may thus be expected, too, in institutionalized interactional practices.

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[36] Also in their study of divorce mediation sessions (Jacobs & Jackson, 1992) the disputes involve only two actors with conflicting standpoints, and the disagreement space is seen to develop along the issues between the divorcing parents.

However, as an instrumental adaptation of ordinary interaction, an important goal in contracting is the elimination of unanticipated circumstances and with it the need for an *etcetera clause*.

Finally, the contracting process relies much more on the instrumental use of material features in interaction, extending beyond the above-mentioned pragmatic commitments, to physical properties such as documents and technologies. This more predominant material (or with the Montreal School, textual) dimension is perhaps a common vehicle in institutional settings for the adaptation of ordinary interaction. It serves as the medium that, following Latour (in Taylor & Van Every, 2000), *translates* the agencies both of subjective actors and objective technologies into a new, transcendent agency. In other terms, contracting's physical elements carry the pragmatic commitments of its multiple actors to inscribe future interactions in the web of conversations and thus stretch out the disagreement through time and space.

It is this adaptation of disagreement expansion in ordinary interaction, in terms of its multiple actors, with their multifaceted pragmatic commitments, and its material formalization, that explains how the contracting actors construct their practice through instrumental efforts of communication design. This section discusses further developments of the Campus Center RFP, showing how the expansion of conversational argument gets 'design-rationally' adapted for the higher-order purposes of contracting (cf. Jacobs & Jackson, 1989).[37] It indeed appears that this design rationality affords management of complex disagreements for which ordinary argumentation is not naturally

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[37] The institutional adaptation of ordinary argument is discussed here as a practical matter for interactants to work out. However, it could also be understood as a task for argumentation scholars to address. The discussion in Chapter 8 addresses this implication for further theory building in argumentation.

equipped; however, it also generates 'unintended' byproducts that contracting actors have to deal with as part of their disagreement-management efforts.

Textual adaptation of argumentative commitments

The disagreement space of the Campus Center RFP develops from its central issue into a number of sub issues. Following the activities in Table 4.1, each activity can be seen as managing the commitment sets associated with its motivating issues. The visitors' survey addresses the issue of what food preferences the end users of the commodity have. The collaborative drafting of the RFP raises a host of sub issues related to the terms and conditions under which the University and the new vendor will enter a supply agreement. These activities, then, define the RFP's disagreement space in terms of the commitments that the University has or is supposed to take on in its interactions with bidders, with the commodity's end users, with the future vendor, etcetera. Organizational texts play a centrally enabling role in formalizing such commitments. The RFP document is crucial in this sense: It contains numerous statements that explicitly define seminal commitments, for example in the following paragraph:[38]

> *Excerpt 5.1: From the first draft of the Campus Center RFP document*
> Many factors make providing quick service, quality food operations on a university campus as Jansen unique and different from providing similar services in malls and downtown areas. As a "landlord", Jansen is interested in more than simply collecting a monthly rent check. Jansen is concerned with and focused on meeting student and campus needs. The Sections below highlight 1) many of the unique factors pertinent to providing quick service, quality food operations at Student Centers and 2) unique characteristics of Student Centers' business relationship with its Food Service suppliers.

This paragraph from the RFP document defines and announces the commitments that both Jansen and the projected new food vendor are expected to take on towards the

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[38] This paragraph appears under the RFP's section heading "Scope of Services and Work" and its subheading "Doing Business at Jansen."

business conduct under the new contract. It illustrates the kind of explicit definition of mutual commitments that one may expect of contracts in general, but which is of special importance in contracts between separate organizations such as supply chain partners (Stinchcombe, 1990).[39] The textual resolution in the RFP document, of potential issues involving future supply chain commitments is thus pragmatically relevant, given the institutional need to define the commitments ahead of the launch of a new contract through legitimate contracting procedures. The actual claims about these commitments are themselves also information-relevant in the RFP's disagreement space, as they form the substance of the final contract that the RFP is supposed to create.

Communication-design rationality specifies how this textual definition of commitments makes up for constraints of ordinary argumentation. Commitments are added to the RFP's developing disagreement space not through pragmatic implication of a speech act performance, but through their explicit statement in writing. Thus, texts *confirm* the type of commitments whose implicit (and simpler) equivalents ordinary conversationalists would assume as obvious (as part of the interactional *et cetera clause*). The RFP text then establishes an explicit rendition of such commitments, of which ordinary interaction typically falls short. It affords the organizational performance of the *request* in the *conversation for action* (Winograd, 1987) that the contracting process is aimed to realize. The RFP substitutes or replicates the function that would otherwise be

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[39] According to Stinchcombe (1990), the main function of this type of contract is "to set up a formal organization—a hierarchy—that incorporates elements of the client organization and of the contractor organization into a new unity" (p. 234). This type of hierarchical integration through contracts is supposed to prevent information-related uncertainties of individual market transactions caused for instance by price volatility or the difficulty with specifying exact performance requirements in advance. The approach in this dissertation deviates from Stinchcombe in the sense that contracting actors are not so much *looking for information* to make or support decisions about their operations, as they are *defining and negotiating preferred commitments for action* to address or prevent disagreements that are potentially relevant to their (future) collaboration activities.

fulfilled by conversational expansions (pre- insert- and post-expansions) in ordinary

argument, to achieve similar effects with the complex substance matter of contracting

disagreements.

The textual mediation of the process serves to discipline the interaction order and

build up an institutional order out of the ongoing activities. That institutional order not

only includes the desired state of affairs as specified by the contractual terms and

commitments of Excerpt 5.1, but also the rules of the game that is to create that contract

and its terms—the contracting process itself. For this, a kind of meta-communication is

required that specifies the ongoing interactions in the very course of their unfolding. Such

a communication design effort is quite common in contracting. For example, the

following excerpt from the same RFP draft defines how the University and the bidding

vendors are supposed to interact in the course of the competitive bidding process:[40]

> *Excerpt 5.2: From the first draft of the Campus Center RFP document*
> Vendors shall respond to each item listed in this section by listing the item number,
> then providing a detailed explanation and response to the requirement. Vendors who
> respond, "will meet the requirement", without a detailed explanation or plan may be
> considered non-responsive.

This excerpt shows a direct specification of the kinds of communicational

contributions that are and are not acceptable in the competitive bidding process. Vendors

may not simply 'agree' with what the RFP specifies, without further elaboration of how

they will comply with the listed commodity requirements. It exemplifies a forceful effort

to combat a tendency that is apparently expected of the natural course of action, which

would be counterproductive for the preferred course. This tendency concerns the

'preference for agreement' that by default eases ordinary interactions through the

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[40] From the introduction paragraph to the section titled "Jansen Proposal Requirements for this
RFP."

operation of basic conversational rules (Jackson & Jacobs, 1980, 1981; Pomerantz, 1978), and which Garfinkel (1967/1984) found to operate as a moral assumption in the generation of intersubjectivity. By explicitly countering this interactional preference for agreement, the RFP text defines for bidders what the pragmatically relevant procedure is for developing the argument that their proposal is preferable to those of their competitors.

Such institutional specification of communicational commitments brings a necessary normative orientation to the RFP process, and draws attention to actors' idealized understanding of the contracting process. With this normative orientation they manage the development of the RFP's disagreement space by concertedly seeking the formal, written agreement of the multiple participants on the complex commitments regarding both future states of affairs and the unfolding contracting process. In such attempts to institutionally discipline how disagreement naturally expands, the interaction order is bound to show its resilience against deliberate external shaping (Goffman, 1983). Indeed, as will be seen, the most problematic 'interactional troubles' in the contracting process involve objections against the pragmatic relevance of how an argument is (being) constructed or put forward; not against the information relevance of what a procurement argument actually claims about future states of affairs.

In the course of the Campus Center RFP, one issue in particular arises between the Purchasing actors and the members of the requesting department, which holds up the RFP process until it gets resolved. The issue is about how many vendors should receive the RFP, and thus about how to construct the procedures of vendor selection. The data about this episode show how the complexity involved in the institutional adaptation of ordinary argument can result in courses of action that are actually counteractive to the

goal of constructing good purchasing contracts. The communication-design rationality of the institutional adaptation in this case thus generates dispreferred byproducts in the disagreement expansion.

The contested activity of RFP distribution. On March 3rd, 2009, the first RFP committee meeting takes place, involving Derrick (Associate Director and Buyer at the Purchasing Department), Andrew (Associate Director of the Student Life Department), and other relevant actors such as the Operations Coordinator at Northwest Campus Center and Jansen's Director of Student Centers. They meet to coordinate the development of sub issues animating the process in this early stage, mostly regarding the planning and requirements of later events in the sequence of activities. One important issue is about which eligible vendors to include in the competitive bidding procedure; which vendors does the University regard as likely candidates for the new contract? First raised at the committee meeting, this issue becomes the object of activity and concern for weeks to come. It defers Derrick's plan to complete and distribute the RFP to more than 100 vendors by mid March. By the end of that month, Purchasing Director Chris addresses this yet unresolved issue in an interview, as the researcher noted in his journal:

Excerpt 5.3: Field note of an interview with Director Chris [FN 6, 96-100]
1. The people at the Campus Center keep adding vendors to the list of vendors who
2. are to receive an RFP, delaying the moment when the RFP can actually be sent
3. out. They are adding very small businesses too, trying to accommodate the
4. various preferences they hear from students. Chris says he would be surprised if
5. they hear back from even half of the 45 vendors currently on the growing list
6. (remember, Derrick had mentioned a figure of 100+ vendors).

Chris's concern marks the expansion of the list of RFP recipients as a deviation from his idealized view of the contracting process—in terms of the delay that it is causing, but also concerning the types of businesses that should be considered for this

RFP. His observation about the very small businesses that the requesting parties are adding implies his disapproval of this course of action.[41] The field note of Excerpt 5.3 brings up the question how the RFP's line of activities came to deviate from a preferred alternative in the eyes of Chris—the person who carries final responsibility for the process.

Competing theoretical accounts for the contested activity. The theories of supply chain management, adaptive structuration theory, and the Montreal School provide varying accounts of how this objectionable course of activity came to be. However, each of these three approaches misses how the procedural deviation was part of the systemic management of largely implicit disagreements about how to decide on which vendor to choose for the food concept.

Textbooks in SCM are conservative on the question of which suppliers to consider as partners in new *strategic alliances* (Simchi-Levi et al., 2008), and recommend limiting rather than expanding RFP distribution, "so that you can concentrate more on qualified proposals and not waste time on unqualified suppliers" (Porter-Roth, 2002, p. 52). From this perspective, the representatives of the requesting departments were at fault to include such a large number of vendors in the pool of RFP recipients. Or one could argue that it was Derrick's professional responsibility or that of his boss Chris, to intervene in this unwarranted initiative. Beyond pointing fingers at any one of the involved parties, however, it is useful to consider how the interactions among multiple parties came to facilitate a course of action that is institutionally dispreferred (as

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[41] Chris shared this observation during one of the routine interview updates with the researcher, in which he would associate freely about developments and concerns in any of this study's contracting projects. The context of this semi-structured type of interview marks his unsolicited account of the postponement of RFP dissemination in this particular RFP project as an account of something problematic.

evidenced by the SCM textbook recommendations). How did this option arise in the process, and how did it earn the collaborating parties' collective endorsement?

The field note suggests a simple answer to this question; according to Chris, the Campus Center representatives were "trying to accommodate the various preferences they hear from students" (Excerpt 5.3, lines 3-4). They derived these preferences from the end-user survey that had been conducted among the Campus Center's regular visitors, so a more informed answer should entail the influence that this instrument had in the process. How can this influence be explained with a fitting theoretical framework? The adaptive structuration theory (AST; DeSanctis & Poole, 1994; Poole & DeSanctis, 1990) is relevant here, as it builds on Giddens's (1984) original theory to theorize how technology features as structurational rules and resources in human decision making. AST identifies how the characteristics and *spirit* of a communication technology combine with institutional structures in an organizational context in shaping the ongoing interaction.

Seeing the end-user survey as the technology in this case, the need to honor the students' preferences that it documented would in AST be a direct function of the survey's spirit, or its "general intent with regard to values and goals underlying a given set of structural [technological] features" (DeSanctis & Poole, 1994, p. 126). The survey's design simply implied that the students' opinions were important. However, this interpretation leaves unanswered the questions; (a) why the survey technology was adopted in the first place; and (b) how the *duality of structure* in this adaptation came to favor the technological over the institutional structure. Institutionally, honoring the requested inclusion of the high number of different vendors was dispreferred given both

SCM guidelines and the Purchasing Director's professional opinion. Technologically, this course was in line with the survey's spirit; why did the technology win out?

The CCO approach of the Montreal School has a more satisfying answer to at least that second question. This approach locates organization entirely in the communication process rather than in the social structures that AST prioritizes (Taylor & Every, 2000), and would take the appropriation of the survey results as a feature of the coordination between the players involved. Following Latour, Taylor and Van Every would recognize the survey as the technology providing the mediation that is required for any communication to take place. This technology translated the subjective agency of the students into a new, objectively materialized form, which in the absence of other authoritative texts assumed a powerful voice to vie with the voices of opposing actors.

Or in other Montreal-School words, the survey became the dominant *text* framing the available knowledge about the situation, thus providing the narrative script for how to act next (Taylor & Van Every, 2000). In this account, the appropriation of the survey results was in the books all along, since a process's textual dimension prestructures its activities and constitutes the macroactors that will produce the organization's dominant voice. But this interpretation overlooks the polemic situation in which the survey results were adopted, which makes it hard to see what other interactional possibilities were available, and how the chosen alternative was or might be evaluated among them.

The contested activity as a result of argument adaptation. A more fitting account for the contested activity interprets its communicational emergence as a property of both its interactional and material features, instead of emphasizing its material dimension as in the AST and Montreal School accounts. Understanding a decision-making outcome

requires an understanding of the disagreement activities that first produced the issue. New issues do not emerge haphazardly in interaction, just whenever they happen to be brought up by any of the interactants; rather, they arise interactionally and argumentatively as part of an evolving disagreement space. The question about end user preferences had been in the making since the outset of the Campus Center RFP, and entered the interactional workflow based on its argumentative tie with that RFP's central issue. The argumentative relations between existing and past issues thus rendered a relevance structure for future issues to arise (Jacobs & Jackson, 1992). From the outset of the Campus Center RFP, its central issue had implied the need to seek the opinions of the food court's visitors, to ensure the competitiveness of the requested new food service among the existing services in the food court (see the RFP text in Excerpt 4.5 in Chapter 4).

Although the impetus for the issue about the students' preferences can thus be traced in the interactional expansion of the RFP's disagreement space, it was the effort to institutionally specify this disagreement expansion that shaped how the issue was taken up and later called out as problematic. Recall that disagreement management in contracting deviates from paradigm cases of conversational argument in its multiple actors, its more complex pragmatic commitments, and in its heavy reliance on textual formalization. The institutional adaptation that gave rise to the RFP distribution issue is most apparent in the involvement of multiple actors. Besides Derrick and Andrew as the RFP's main architects, these included other Campus Center representatives on the RFP committee and the Purchasing Director who reported on this issue during the interview (Excerpt 5.3). Another party that has become involved in the issue is formed of course by

the visitors of the Campus Centers that made their preferences known through the end-user survey.

The inclusion of these visitors (or students) in the decision making points to a second institutional adaptation of disagreement expansion; the use of the survey as a textual instrument to formalize actors' commitments in the disagreement space. Much in line with the Montreal School, this tool mediated the contingency of issues and activities in the RFP, as it provided a transcript of previously expressed positions regarding the RFP's central issue, which in turn created the agency to influence subsequent activities. However, the current analysis is also sensitive to the fundamental influence of natural affordances and constraints of social interaction, importantly including in this case, the rational principles of argument that arise from ordinary conversation (Jacobs & Jackson, 1989). The use of the survey as an institutional tool, then, accomplished a type of disagreement management that would be much too complex to handle with ordinary conversational argument, and yet draws on the conversational paradigm of how argument unfolds in the interaction order.

This analysis thus offers an alternative answer to the question how the continued addition of RFP recipients could have arisen in the Campus Center RFP process, even though this course of action became contested and could be regarded as institutionally dispreferred. Rather than placing the blame on any of the involved actors (for not following theoretical SCM guidelines), or pointing to mostly the technological influence of the survey instrument in either the process's social structures (following AST) or its communicational constitution (according to the Montreal School); the answer lies in the active adaptation of naturally occurring disagreement expansion, with the purpose of

adjusting it to the institutional goals of, in this case, the competitive bidding process. The issue of the students' opinions had information relevance from the outset, given that Jansen's students will be the new vendor's most frequent patrons. The institutional adaptation was designed to guarantee also the pragmatic relevance of how the issue would be resolved. It was this enhanced argumentative relevance that finally produced the strong support for honoring the students' preferences—a claim that the Campus Center representatives were thus enabled to argue convincingly, in the absence of comparably strong support for alternative courses of action from the side of the Purchasing staff (e.g., distributing the RFP only to a smaller selection of larger businesses; see Chris's concern in Excerpt 5.3).

This answer provides for why the issue of the students' preferences arose in the first place (due to its information-relevant argumentative ties with the RFP's central issue); for why the survey instrument was employed to address the issue (because of the pragmatic-relevance requirement of formally including multiple actors' voices in the institutionally adapted disagreement); and for why the students' preferences were ultimately honored in the RFP distribution (as an effect of the increased argumentative authority that the survey bestowed on the students' standpoints through its textual formalization). Like the structurational approach of AST and the CCO approach of the Montreal School, this analysis situates the decision-making process in a two-dimensional structure, but it locates the process in the design rationality underlying the systemic

integration of the practice's interactional and institutional structures, and so avoids analytically favoring one of the two.[42]

Alternative courses of action in a developing disagreement space

The 'orchestrated emergence' of the contracting process appears deeply rooted in the effort to institutionally adapt the interactional disagreement expansion. It was observed previously that ordinary conversational argument implies rational routines for inferring and reasoning about argumentative conduct. This introduces the normative/rational dimension that was said to be lacking in CCO accounts such as that of the Montreal School. Rationality also enters the current account in another way. The concerted effort to adapt the natural course of activities was seen to bring a normative orientation towards the contracting process; it is supposed to proceed along institutionally ratified lines in order to meet institutionally ratified goals. Thus, both the interaction order and the institutional order entail normative/rational dimensions that are realized in the contracting process. The integration of these normative dimensions is apparent in how possibilities for action arise in an RFP's developing disagreement space.

The previous case of the RFP distribution issue showed that a course of action arises out of possible action alternatives generated by prior activities in the disagreement expansion. The opportunities for action afforded in the disagreement space favored some courses of action over others, and yet the resulting course of action was not the preferred choice of some of the most influential actors in the process. Like such possible deviations from the idealized contracting process, the variations between the contracting cases of

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[42] AST favors the technological structure over the institutional with its dominant notion of *spirit*, and the Montreal School favors the textual structure over the conversational with its insistence on *a priori* language structures in verbal interaction.

Table 4.1 can thus be explained in terms of the opportunities for action that become available in the unfolding of an RFP's disagreement expansion. The RFP distribution case shows that the institutionally adapted pragmatic relevance in the disagreement must have been decisive in the decision making about procedure. However, the data for this case are limited to Chris's retrospective reflections on what he experienced as problematic. Therefore, the following continued analysis of the Campus Center RFP traces the development of action alternatives in the actual unfolding of the disagreement. It shows that future action opportunities become implicated in the material orchestration of complex organizational commitments in the decision-making process.

Action opportunities developed at the pre-proposal conference. If the alternatives between possible courses of action should be found in the RFP's disagreement expansion, then textual representations of the disagreement space are a good place to start looking for them. Moving along with the unfolding Campus Center RFP process, the next activity that is planned after the completion and distribution of the RFP document is the 'pre-proposal conference.' The final RFP document includes an invitation for interested bidders to attend this event on April 22nd. It states: "The purpose of this conference is to provide bidders an opportunity to ask questions and clarify their respective understanding of this RFP and its requirements and have an opportunity to inspect the premise prior to submission of their proposals." This literal specification of the event suggests the possibility of new upcoming expansions of the disagreement space. The scope of the event's possible participants forms an indirect constraint on these expansions, rendering the final outcome of the RFP distribution issue consequential for further developments. Derrick sends copies of the RFP to 160 vendors on April 8th.

Twenty-five representatives of potential bidders attend the conference on April 22nd, some of which appear to be together as colleagues representing the same vendor. A large portion of the pre-proposal conference is devoted to Q&A interaction between the vendor representatives and the representatives of the University, including Associate Directors Derrick and Andrew, the Operations Manager of the NW Campus Center, and an engineer working for the University Campus Centers. A Purchasing Assistant is also present to produce a transcript of the questions asked at the event, with the University's official answers as given during the Q&A or formulated later after additional investigation. Once completed, this list gets distributed to all vendors that attended the pre-proposal conference (including the researcher). This 'native transcript' forms a representation of the issues in the RFP's disagreement space as they were raised and discussed at the conference event. The following examples of specific questions and answers on that list illustrate that the particular selection of conference participants has had an influence on the emergence of possible future courses of action:

> *Excerpt 5.4: Some questions and answers from the pre-proposal conference*
> How are summer camps fed in the Northwest Campus Center?
> *Answer: Summer camps are fed by the Food Vendor Service.*
> What are the age groups of the summer campers?
> *Answer: Last year the campers were between 7 – 13 years old and the same camp is coming back this summer.*
> […]
> Are our employees allowed to wear our own branded uniforms?
> *Answer: Yes.*
> […]
> Will it be possible to use 400 amps/220?
> *Answer: Currently, the space has 300 amps of power available. It is possible to increase that power to 400 amps. However, this additional power would need to be pulled from the main mechanical room across the food court and then into the space. The vendor would be responsible for providing all engineering and architectural drawings and funding for this work. Approvals must also be obtain [sic] from the Jansen Facilities Department.*

Some of these questions could have been asked by just any vendor present at the conference, whereas others are presumably of more specific interest to just the vendor that asked them. For instance, the first two questions about the summer camps are quite certainly important to all food service vendors considering doing business on a university campus, given the seasonal ebbs and flows of the academic year.[43] However, the next question about the branded uniforms might not have been asked by smaller food service vendors that do not rely as much on this type of corporate branding. Similarly, the very specific answer to the question about the electric charge at the food court implies that the question was particular and presumably not of interest to just any vendor. Thus, the institutionally adapted disagreement expansions represented in this Q&A transcript were part of a chain of actions or web of conversations (Winograd, 1987) that extended from the meetings about RFP formulation, through the selection of vendors that received it, to the Q&A interaction at the pre-proposal conference.

More crucially, however, the transcript in its turn projects and thus enables possible future activities that would not have made it in the realm of possibilities had the issues of the RFP document and its distribution been decided otherwise. The concern with the summer camp activities is obvious in light of an explicit specification in the RFP document of the "seasonal nature" of business at the Campus Center. The very specific activities that the answer to the last question of Excerpt 5.4 projects (engineering and architectural work; obtaining formal approval) are contingencies of the particular vendor

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[43] Indeed, the questions about the summer camps must be of interest to any vendor responding to the RFP, as the following field note of an interview with Chris explains: "The big drawback for these vendors of a university campus location is that they will only have continuous business for 9 months per year. Even though during these busy school months they have a far more reliable clientele than at off-campus locations, they will need to bridge the quiet months from May to September" [FN 6, 100-104].

that was among the RFP recipients and thus in attendance at the conference to ask the technical question. Had that vendor not been invited, the issue might never have come up, and the activities required to supply 400 amps would not have been anticipated. Thus, the disagreement expansion at the conference with its specific set of participants implied preferences and alternatives among possible future activities.

Towards communication-design rationality of disagreement management. This chapter's first main section has identified contingencies of the developing disagreement space and possibilities for action in the course of the Campus Center RFP. The efforts to address information-relevant contracting issues in pragmatically relevant ways were traced through the RFP disagreements' textual developments, locating the origins of possible courses of action before they actually took place. The textual representations of the disagreement space are part of the institutional adaptation of ordinary argument to contracting disagreements with more than two discussants or actors, holding more, and more complex argumentative commitments, which need to be managed through conversations and encounters spanning time and space boundaries. Such design adaptation of the material conditions of argument both facilitates and complicates disagreement management, revealing a communication-design rationality that integrates interactional and institutional norms in the contracting process.[44]

Communication-design rationality includes local strategic considerations in facilitating certain courses of action over others. Reflections by Jansen's Purchasing actors discussed in Chapter 4 revealed pragmatic reasoning in how they maneuver the

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[44] The term *communication-design rationality* is derived from Schön and Rein's (1994) concept of *design rationality*, and specified to acknowledge communication as not only the process, but also the object of design (cf. Aakhus, 2007a).

contracting process between norms for institutional legitimacy and organizational effectiveness. Such maneuvering has not yet been identified in the unfolding of the Campus Center RFP so far. According to Aakhus (2007a), "[c]ommunication-design-work is evident in the interventions people make to realize preferred forms of interactivity and avoid nonpreferred forms" (p. 114). Taking disagreement space as the interactional object of design, preferred and nonpreferred forms of interactivity can be distinguished as real choice alternatives arising from changing commitment sets and unfolding disagreement expansions. The question for the second section of this chapter thus becomes, how do choice alternatives about action arise? And how do actors then jointly choose from these available courses of action?

Strategic Disagreement Management of the Campus Center RFP

Preferences among possible courses of action were seen as materialized in textual representations of the disagreement space. Similar snapshot depictions of the disagreement space and their implied preferences for action appear in the study participants' reflections on past activities. Preference structures for action alternatives were finally also found as part of the negotiated co-construction of unfolding activity in observed interactions. These findings form suitable grounds for interpretation of the normative and rational dimensions of the contracting process, as they inform the empirical question of how some courses of action come to be preferred over possible others. The answer of this section further develops the concept of disagreement management, or the strategic ways that actors and instruments of the Campus Center RFP manage institutional adaptation of disagreement expansion in a context of organizational wants and beliefs.

Disagreement-management functions of the pre-proposal conference

The disagreement-management functions of RFP interactions become apparent in

buyers' reflections on specific events that they orchestrate for their RFP or contract

projects. The following field note of an interview with Derrick shows that his and his

colleagues' planning of the Campus Center RFP's pre-proposal conference included

pragmatic reasoning about how the event would help address standing issues of the

RFP's disagreement space at that time:

> *Excerpt 5.5: Field note of an interview with Assoc. Director Derrick [FN 11, 88-94]*
> 1. When I ask Derrick about his further reflection on the pre-proposal conference,
> 2. and whether it serves to avoid potential problems with vendors "down the road,"
> 3. he responds that they do not need a pre-proposal conference for "everything." The
> 4. one for the Campus Center RFP was organized so that they could show the
> 5. bidders the premises. He remarks on the happy timing of the building tour; it was
> 6. pretty quiet in the Campus Center at the time. And: "It's been our expectation that
> 7. they want to see it." The conference also served the purpose of giving the bidders
> 8. the information that they would ask for anyway.

So, how did the course of action of the pre-proposal conference come to be

preferred over the next available alternative of not having this type of meeting? The

researcher's question reported in the first two lines of this field note implies a more

deterministic interpretation of the function of the pre-proposal conference than the one

Derrick offers in his response. His explanation of the event instead is specific to the

details of the particular RFP in which it was orchestrated. The pre-proposal conference is

not needed for "everything," and so does not function in the same generic way for

different RFPs. To make an analogy with pragmatic speech production: the performances

of certain speech act types will not always have the same outcome effect in different

conversations or serve the same function in separate organizational processes (as an

unabridged application of LAP's organizational conversations would propose; Winograd,

1987). Derrick's view of the pre-proposal conference's activity function in the RFP process is analytically analogous to Jacobs and Jackson's (1989) critique of the function of felicity conditions in speech act theory: "One implication of seeing felicity conditions as rationally grounded rather than being arbitrary conventions is that conversational action becomes evaluated with respect to the goals of an act" (p. 165).

Derrick's retrospective account for why he and his collaborators planned the conference is focused on their pragmatic reasoning about the sensemaking of all involved actors at the time, concerning meaning, action, and coherence in the RFP process. Their pragmatic reasoning revolved mainly around (a) the unresolved issues regarding details of the RFP in general and of the Campus Center's premises in particular, as they had evolved from issues raised through prior activities in the RFP process (lines 4-5); (b) the anticipated request from prospective bidders to see these premises and to ask for additional information regarding the RFP's standing issues (lines 6-8); and (c) the legitimate function that the pre-proposal conference is recognized to serve in the context of the University's contracting practice (i.e., that it would contribute to the resolution of the RFP's central issue). This last consideration mentioned under c was theoretically inferred based on insights from both LAP (Winograd, 1987) and institutional theory (Powell & DiMaggio, 1991), but the first two considerations mentioned under a and b were derived from Derrick's reflection reported in Excerpt 5.5, which add important interactional detail to the analysis.

The researcher's direct observations of the conference activity pointed out how the event afforded the performance of actions that acquitted its participants of some of their commitments in the RFP process (e.g., the University's commitment to formulate

the commodity request in as much relevant detail as possible); and actions that generated

new commitments for the participants' further participation in later activities down the

course of the RFP (e.g., the bidders' commitment to formulate a well-informed,

competitive contract proposal). The planning and orchestration of the event was

deliberately designed to manage this disagreement expansion of the RFP, as Derrick's

reflection in the above excerpt illustrates.

The standing issues and commitments that the conference addressed were raised

'naturally' through previous activities, similar to the ways that disagreement expands in

ordinary conversation (Jackson & Jacobs, 1981), and institutionally adapted with other

disagreement management instruments such as the RFP document. But the normative

accountability standards that the buying University representatives and the bidding

vendors apply in observing their mutual commitments stem from rational principles in

conversational argument such as assuming burden of proof for expressed assertions

(Jacobs & Jackson, 1989). These principles and the interaction order's associated

practices of accountability and argument were institutionally adapted by the pre-proposal

conference to manage the disagreement expansion in a way that would meet the higher-

order goal of clarifying the request for proposal.

Derrick's retrospective accounting for the planning of the conference is useful in

reconstructing the communicative rationality of the event. It points out why the

conference was the preferred course of action in light of its practical goals in the RFP

process. However, the analysis remains limited, based on retrospective rationalization

and natively produced transcripts of the interaction (the list of questions and answers that

was analyzed in the previous section). The following subsection discusses ethnographic

observations of the conference's actual interactions. They show how the event's setting

and participants jointly constrain the ongoing interaction to afford forms of activity that

strategically observe institutional rules as well as organizational and individual

commitments in the unfolding disagreement.

Co-constructed disagreement management at the pre-proposal conference

      Conference setup and premeeting. The pre-proposal conference in the Campus

Center RFP shows all the familiar features of a highly scripted event with obvious

constraints on participant roles and conversational contributions (Drew & Heritage,

1992). The setup of the conference room in the NW Campus Center physically

distinguishes between the organizers of the event and the invitees, and as the official start

time of the conference approaches, participants establish their institutional roles in the

details of their pre-meeting interactions:

Excerpt 5.6: Field note of early interactions at pre-proposal conf. [FN 10, 11-37]
1. … there are six round tables set up in two rows of three, each with chairs around
2. them. One long side of the rectangular room has large windows overlooking grass
3. and trees on the campus. The sky is grey and a drizzle has just started. A separate,
4. rectangular table is set up in front of the windows, along with a medium-sized
5. mobile TV screen for presentations, and a lectern bearing the name and logo of
6. Jansen University. The table is covered with a black cloth and two chairs are
7. standing behind it, facing into the room.
8.   Andrew is acting as the host as bidders are trickling in. He introduces
9. himself and asks each individual to sign their name in a notebook in the back of
10. the room, next to the small water bottles. Andrew and another Campus Center
11. representative are also handing out information packets in black University
12. folders as the bidders are taking their seats. "Some reading material for while you
13. wait," Andrew jokes. I make sure to get an information packet from the box
14. standing on a chair next to me. Later, Andrew remarks they should have been
15. playing some background music. He walks around with a friendly and expecting
16. look on his face. He whistles a little, standing behind the lectern. Then he walks
17. around a little more and addresses the bidders from the back of the room, giving
18. parking instructions.
19.   Andrew is discussing with Derrick and the two other Campus Center
20. representatives the order in which they will give their presentations. I hear him
21. apologize to one of them for omitting his name from the documents in the

22. information packet. I recognize one of the entering bidders. He is a man with a
23. North-African ethnic appearance who runs the Middle Eastern food place in the
24. Central Campus Center, where I had lunch before during one of my campus visits.
25. He then seemed like a popular man, fooling around familiarly with the students
26. ordering their gyro combos.
27.   […] Marty, representing the Northwest Campus Center, walks to the back
28. of the room and personally greets the vendor of the Middle Eastern food place,
29. shaking his hand and half-embracing him with a tap on his right shoulder. This
30. vendor is one of the few who's not dressed (semi-)formally, and the only one who
31. is dressed in a chef's outfit, as if he just walked out of his kitchen in the other
32. Campus Center. He apparently is interested in expanding his business on campus.

This field note underscores Schwartzman's (1989) observations that social

statuses, relationships, and alliances at organizational meetings are constructed and

communicated with spatial configurations of for instance tables, reports, and coffee cups;

as well as with "premeetings" (p. 124) before the opening of the official meeting frame.

The actions of Andrew, Derrick, Marty, and the vendor of the Middle Eastern food place

show their anticipation of the upcoming meeting, but also clearly establish their relative

roles in that meeting, as belonging to either the organizing party or the attending party.

Andrew's actions described in lines 8-18 serve to construct his role as a host,

which is not only relevant to the ongoing event but given in by the projected supply

relationship in which the Campus Center will be hosting the new food vendor on its

premises. The vendor of the Middle Eastern food place (lines 27-32) appears to act more

like an 'insider' at the University than other attending bidders, which with Marty's

collaboration creates the perception that he is well-versed in the rules of the University's

food-vending game. Such preparatory behavior contributes to the disagreement

management of the pre-proposal conference, as it prepares the interactional structure

needed to regulate participant roles, topics, and conversational contributions during the

meeting. As the actions of the vendor of the Middle Eastern food place suggest, this

structure is also adapted for the possible fulfillment of individual and organizational commitments (e.g., competitive interests); not just for the institutional competitive bidding standards.

The conference and the building tour. The meeting participants continue to act out their procurement roles, as Andrew opens the meeting and introduces himself and his Jansen colleagues. As they each introduce themselves separately, they further establish their roles in the RFP process by outlining their function, responsibilities and work experience. Andrew also previews the planned structure of the rest of the meeting as he refers to the documents in the information packet, to the video that they will play about student life at Jansen, and to the tour around the Campus Center. The building tour takes place after each of the University representatives has given an individual presentation about their roles relative to the RFP and the future supply chain partnership.

A notable interactional constraint designed into the tour, as Andrew already announced to the conference participants, is that while inspecting the premises, questions that any of the vendor representatives direct to Andrew or his colleagues are deflected with the comment that questions will only be accepted during the Q&A upon their return to the conference room. The explicit restriction of when questions may be asked is a case in point for the allowable conversational contributions that are instrumentally constrained in the orchestration of the meeting. The constraint enables all participants to register any questions that are being asked regarding the RFP during the event, including the answers of the Jansen representatives.[45] It affords a preferred alternative to the interactionally default activity in which a question demands an immediate response that could pass for

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[45] Indeed, as listed in the transcript of the Q&A: "Will we get answers to questions asked by other vendors? *Answer: Yes.*"

an answer, but which would have precluded equal participation of all conference attendants in the construction of the RFP's unfolding disagreement space.

A post-meeting episode. Such disciplining of the interaction for disagreement management was apparent also in the very fleeting and subtle, (non)verbal details of the conference participants' interactions. This appears for example in the interactional role management between members of one of the bidding parties and University representatives, in an informal encounter after the official end of the pre-proposal conference. In the following episode, a seemingly innocent exchange risks to violate an important institutional rule for fair proposal evaluation. The involved actors adjust their actions to their respective organizational commitments in the competitive bidding process:

> *Excerpt 5.7: Field note of postmeeting at pre-proposal conference [FN 10, 133-145]*
> 1. After the Q&A is finished, Derrick, Andrew and Greg [an engineer who is
> 2. responsible for construction at the University Campus Centers] are standing at the
> 3. table in the front of the room, talking amongst each other. Two representatives
> 4. from apparently the same vendor approach them and ask if they could show them
> 5. pictures of their food place as they run it elsewhere. Andrew's immediate
> 6. response is, "can we accept pictures now?" addressing Derrick, who observes the
> 7. formal RFP process. Derrick does not seem to disapprove necessarily, and the
> 8. representatives get their pictures out of the oversized envelopes. They lay two
> 9. large color prints on the table, showing a very pretty-looking cafeteria. Despite
> 10. the clear initial display of their interest as their bodies launch forward to see
> 11. clearly, Andrew and Derrick do not make any remarks. In fact, after perhaps 2
> 12. seconds of silence, Derrick asks Andrew if they could discuss another issue and
> 13. the two of them withdraw from the table.
> 14.   Greg remains bent over the pictures, expressing a clear interest in the
> 15. cafeteria, asking questions about their products, his voice conveying appreciation.
> 16. Derrick and Andrew are now standing away from the table, clearly discussing
> 17. something they consider important and not intended for all to hear.

This episode shows bidders and buyers dealing with a circumstance that could possibly lead to quite a serious procedural violation in the competitive bidding process; that of unfair bid assessment. The two vendor representatives recognize their chance to

informally influence the opinions of Derrick (the principle buyer for the RFP) and

Andrew (the Associate Director of the requesting department), who will together manage

the bid evaluation (lines 1-5). The bidders have anticipated this opportunity by preparing

the oversized photographs of the food concept. They are the first to speak to the event

organizers after the official conclusion of the pre-proposal conference, and they clearly

manage to catch Andrew and Derrick by surprise (lines 5-8). The opportunity appears to

pay off for the bidders as Derrick does not immediately answer Andrew's question

whether they can accept pictures, after which both nonverbally signal their interest in the

pictures (lines 9-10). However, the two University representatives redeem themselves

after a moment of gazing at the pictures, and retreat from the table to start a private

conversation and thus resume their roles as impartial conference organizers who do not

engage in any bid evaluation activities for the duration of the event (lines 10-13).

In the second half of the episode, Greg on behalf of the three gathered members of

the buying party performs the interactionally expected polite response to the bidders'

offer to show them pictures (lines 14-15). Greg's responsibility is the electric wiring,

plumbing, and construction of the Campus Center, so he cannot be expected to have

much say in whose bid will ultimately be awarded. Moreover, the pictures are hardly

related to his area of expertise. In a way then, Greg 'takes it for the team' as he appeases

the eager bidders by politely looking at their pictures without giving them false hope, or

creating a sense of preferred treatment among the potentially on-looking other bidders

that are still present in the conference room. His performance also supports Derrick and

Andrew's physical removal away from the pictures and their resumption of more role-

appropriate activities (lines 16-17), thus minimizing any bias that viewing them could effect in their decision-making of the RFP evaluation stage.

This episode shows how the five actors co-constructed the activity of the pre-proposal conference in a way that recreated its normative rules for the actions of their specific ongoing performance. The circumstance arose from a local fusion of affordances and constraints of interactional and institutional nature. In an institutionally less circumscribed situation, when one offers another to show him/her some pictures, a rejection of the offer would be perceived as impolite (i.e., a threat to their 'positive face'—Brown & Levinson, 1987). As the bidders strategically employed the interactional affordance of this politeness ritual, the University representatives were challenged with the institutional constraint that disallows bid assessment outside the formal procedure for competitive bidding. The interactional obligation for the University representatives to accept the bidders' manifestly innocent offer to look at some pictures conflicted with the institutional commitment set associated with their roles as buyers.

The guidebook for effective RFPs that Purchasing Director Chris recommended to the researcher for professional insight (Porter-Roth, 2002) repeatedly warns against 'bias' in RFPs, and gives guidelines for how to evaluate vendors' proposals as 'fairly and objectively' as possible. These goals are noticeable in the ways that buyers are careful not to appear favorable towards individual bidders, and in their expressed awareness of the State Audit scrutiny of their work and the risk of lawsuits in cases of uncompetitive bid awards. The Campus Center RFP document states the following rule to restrict informal communication between vendors and members of Jansen: "Potential vendors shall not base their proposal on verbal information from any employees of Jansen or otherwise."

What is striking about this episode is that the strategic disagreement management that it shows was so clearly a collaborative act, rather than an individual decision by any one single actor. Greg's polite acceptance of the bidders' offer to see the pictures was key in ensuring an appearance of Derrick and Andrew's impartiality, but it was his colleagues' physical withdrawal from the pictures that in turn facilitated it. Moreover, it is not that Greg was simply being a nice guy for taking a look at the pictures. The joint interactional solution was institutionally warranted by the relative organizational roles of the three University representatives. Greg shares Derrick and Andrew's affiliation with the University, so he was as much part of the receiving end of the bidders' offer to see the pictures as they were. However, contrary to Derrick and Andrew's organizational roles, Greg's function has nothing to do with the formal evaluation of the contract proposals. This gave him the agency, as the only member in his party, to credibly perform the interactionally preferred response to the offer and positively appraise the photographs, without generating any formal evaluative commitments. Thus even actions in the contracting process that appear to be only locally relevant and perhaps idiosyncratically motivated can be seen as organizationally co-created performances that ensure normative standards in disagreement management (in this case, evaluative impartiality).

Summary. The event of the pre-proposal conference showed how strategic disagreement management arose out of 'natural,' conversational disagreement expansion with its argumentative relevance structure. The Q&A transcript illustrated how issues arose in the RFP's disagreement space based on prior activities, which pragmatically suggest possible alternative courses of action. The strategic choice among these alternatives initiated institutional adaptation of ordinary disagreement expansion.

Derrick's reflections on the pre-proposal conference showed that the decision to organize the event was grounded in prevailing expectations, wants, and beliefs regarding the disagreement space at the time and its likely upcoming expansions. The event was initiated as part of the web of contracting conversations in order to discipline ongoing interaction in a way that addressed the standing issues of the RFP process.

Finally, the rationality of the institutional adaptation was apparent in actors' co-construction of interactions during the pre-proposal conference itself. University and vendor representatives alike were seen to be aware of the institutional constraints that they were to create in their interactions, while strategically adapting their actions to their individual and organizational commitments in the event and the larger competitive bidding process. Deliberate disagreement management was also observed in the final stage of the Campus Center RFP.

Disagreement management of the bid evaluation stage

The final RFP document lists May 15th as the submission deadline for proposals; at this date 10 bids have been officially accepted at the Purchasing Department. One more bid arrives and gets accepted after the deadline. The 11 received bids together constitute the total space of formalized standpoints that the proposal documents add to the disagreement space as part of the institutional adaptation of disagreement expansion (similar to the students' commitments documented by the end-user survey). Each of the bids puts forward a different standpoint on how and by whom the food concept had best be supplied. The reception of the bids invites rational argumentative testing of the standpoints; it is a point where the institution of the contracting process (in principle) neatly coincides with the normative pragma-dialectical ideal for argumentation (Van

Eemeren & Grootendorst, 2004). The RFP's evaluation stage forms the institutional

parallel of this interactional phenomenon, with its concerted activities for managing the

disagreement as it develops closer towards resolution of the central issue.

The resolution to not have a public bid opening. As part of actors' pragmatic

reasoning about preferred and dispreferred courses of contracting action, certain types of

meetings or events get instantiated only in some contracting cases, but not in others. Just

as Derrick explained to the researcher why "they do not need a pre-proposal conference

for 'everything'" (Excerpt 5.5, line 3), so he explained later that the RFP's disagreement

space did not call for the possible activity of a public bids meeting for the Campus Center

RFP. On May 19th, the researcher jotted the following notes of an interview with Derrick

about the next steps in the competitive bidding process:

Excerpt 5.8: Field note of an interview with Assoc. Director Derrick [FN 13, 88-93]
1. There will not be a public bid opening (where bidders can peruse competing bids)
2. unless one of the bidders asks for it. Both Derrick and the representatives of the
3. Campus Center are reading and evaluating the bids. […] He will leave the
4. decision making mostly to the Campus Center. He is not aware of a specific
5. decision-making timeline at this point.

The researcher had asked Derrick whether he would call a public bids meeting, as

he had attended that meeting type in another RFP project. At that meeting, all bidders in

the RFP were given the opportunity to peruse each other's bids during a meeting on the

day of the bid closure, to learn about their competition.[46] The researcher's assumption

that the same meeting would also be held for the Campus Center RFP is in line with the

idea of isomorphism (DiMaggio & Powell, 1983), but again, Derrick's response points to

the predominance of pragmatic reasoning in planning the RFP process: He will only call

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[46] The researcher attended this meeting during one of the first field visits, but it remained an
incidental observation of the toilet tissue paper RFP; the RFP was not included in this study for
comprehensive case analysis.

an open bid meeting if a bidder asks for it (line 2), and apparently he does not expect that

this type of meeting is desired for the Campus Center RFP. Although it is an issue raised

in this case by the researcher's interpretation of the disagreement space, Derrick does

appear to orient towards it in terms of the two alternative virtual standpoints that it

implies; the one that the bidders might advocate, and the opposite for which he opts in the

absence of explicit objections. That is, he treats the option of the meeting as an

argumentative matter, not just as a matter of institutional legitimacy or form. Lines 3-5 of

the excerpt further suggest that Derrick is not strictly following a specific institutional

format for the proposal evaluations, but treats the activities of this stage as a

disagreement management activity to be carried out in collaboration with his colleagues

at the Campus Center.

The 'negative case observation' of the open bid meeting, then, illustrates the

deliberative decision making about possible courses of action that are relevant given the

expanding disagreement space. Such strategic disagreement management constitutes the

contracting actors' figuring out of meaning, action, and coherence. The activity of the

open bid meeting was a real possibility, but it was not the preferred one. The activities

that do become preferred and actually get performed (here, the bid evaluation activities)

will be figured out along the way, as the disagreement space continues to expand with the

ongoing, co-constructed unfolding of the RFP process.

The closing of the Campus Center RFP. The Campus Center RFP comes to an end

in August 2009, when the vendor of a Mexican food service, *All Tacos*, gets awarded the

new contract. This decision counts as the final resolution of the RFP's central issue,

which formally 'closes' its disagreement space. The case of the Campus Center RFP may

be regarded as a relatively unproblematic example of the University's contracting

process. In the current developing analysis it serves as a benchmark of sorts, given that

the project's unfolding remained relatively close to the idealized native version of the

contracting process. The project's only troublesome aspect to the University and the

Purchasing Department was that All Tacos opened up its new business in the food court

only in November 2009, which was about two-and-a-half months later than the originally

targeted launch date at the beginning of the academic year. The delay may be attributed,

as discussed above, to the weeks that it took the Department of Student Life to select all

the RFP's recipients, and possibly also to the two full months that passed during the RFP

evaluation stage.

Only one evaluation activity was attended for research observation; that of the

evaluation meeting on June 5th, for which Andrew of Student Life invited three

undergraduate students to review the eleven proposals according to pre-specified criteria,

and to test the food services of several bidding vendors. The inclusion of the students is

understood here as another disagreement-management strategy that addressed the issue of

the end users' opinions which had before already animated activity in the RFP

formulation and planning stage.

Conclusion

The argumentation-theoretical approach toward contracting of which the

fundaments were developed in Chapter 4 has undergone further seminal development in

this chapter through the continued analysis of contracting interactions in the University's

Campus Center RFP. It was found that the institutionalization of everyday argumentative

interactions for contracting purposes includes three general adaptations of ordinary

conversational routines for argumentation. Taking a single, two-party, face-to-face conversation as the interactional paradigm for argumentation (as implied by pragmatic theorists; Van Eemeren & Grootendorst, 1984; Jackson & Jacobs, 1980; Jacobs & Jackson, 1989), its institutional adaptation for Jansen University's contracting process includes (a) the inclusion of multiple actors; (b) the need to process these actors' diverse and complex pragmatic commitment sets; and (c) the textual formalization of these commitments for the extension of the disagreements through a web of conversations.

The institutional adaptation of conversational argument in these three ways proceeds in Jansen's contracting process through its participants' joint interactional maneuvers to establish both institutional legitimacy and organizational or individual effectiveness. This finding is pertinent for the institution of supply chain contracting, as well as for the design stance toward communication. It is supported by observations of systemic efforts of disagreement management by actors of the Campus Center RFP as they strategically performed actions that were both fulfilling of their individual/organizational commitments and pragmatically relevant for legitimate contracting activity. This analysis involves a reading of the disagreement space as it appears to the interactants, which presents opportunities for arguments about actual or projected outcomes of the contracting procedures, but also arguments about the interactional course of the ongoing, past, and future procedures. The alternative courses of action that so become available in an RFP's disagreement space may be preferred or dispreferred relative to the participating actors' pragmatic commitments in the process, and the normative rules of the contracting institution.

What is thus central to the developing analysis at this point, is that the process of creating a new purchasing contract is preoccupied with the adoption of normative routines from the interaction order that form the grounds on which the institutional process is built. Communication-design rationality thus involves a 'natural,' interactional component, and a strategic, pragmatic component. As the variously involved parties together strive to define the final procurement decision, they become concerned with the establishment of pragmatic relevance of the claims that they produce and support. This involves the observation of both interactional and institutional rules that normatively constrain their conduct. It is apparent in the way that a certain course of action may emerge that is dispreferred from an individual or organizational participant's, or even from an institutional point of view, but which was the product of the process's communication-design rationality (such as when the use of the student survey finally resulted in the continued addition of RFP recipients beyond a number that appeared institutionally warranted). Normative constraint is also apparent in actors' anticipation and avoidance of possible objections against their (implied) claims about outcome and procedural legitimacy (such as in Greg, Andrew and Derrick's collaborative strategy to politely reject the food vendors' offer to see pictures of their restaurant).

In each of the case analyses discussed so far, some effort was made to 'ground' norms of institutional legitimacy as well as standards for organizational effectiveness in contextual data (e.g., a guidebook for effective RFPs, explicit contracting rules formulated in an RFP document, formalized commitments in a native meeting transcript). However, the suggestion should be avoided that such rules and norms can always be unequivocally defined for and by the contracting actors involved in a case. What is

organizationally effective may be subject to contestation among an organization's

members (as in the disagreement between staff members of the departments of

Purchasing and Student Life, regarding the RFP distribution issue). And what counts as

institutionally legitimate contracting activity can thus also come to vary in preference

negotiations involving different possible courses of action.

Instead of taking institutional and organizational norms for granted, or reifying

them as objectively 'real' for the contracting process, their uncertainty should be

accounted for in the analysis of disagreement management. A similar attempt has been

made in the language-action perspective, by distinguishing three layers of work

interaction: success, failure/discussion, and discourse (Van Reijswoud, 1996). Such

layered reconstruction of work provides another take on interactional repair: When a

conversation for action at the success layer produces trouble, it devolves into the

failure/discussion layer for repair, which should move the interaction back up to the

success layer. At the underlying discourse layer the foundational normative standards for

the practice are established and discussed, supporting both the success and discussion

layers (Van Reijswoud).

While this LAP reconstruction neatly distinguishes 'normal' operations, repair

interactions, and meta-discussions about acceptability, such functional distinctions

between separate conversation types and interaction layers cannot easily be made in

practice. The reconstruction into three separate layers does not do justice to the efforts of

this study's contracting actors to observe, manage, and negotiate all three functions at

once, as part of the one-dimensional layer of their live ongoing interactions (consistent

with Taylor and Van Every's [2000] *flatland* perspective). As a communication-design

alternative that is more sensitive to practitioners' abilities to 'reflect-in-action' on their work (Schön, 1983), the following chapter develops an account of how contracting actors construct and contest the norms of their practice *as part of their regular ongoing operations and without interrupting for external evaluation*.

To this end, Chapter 6 shows how contracting disagreement management revolves around three different types of argumentative issues that are rhetorically combined in the contracting process to both construct and contest its outcomes and procedures. It turns to the office supplies RFP for empirical observations of these issue types. Chapter 7 then demonstrates with the other contracting cases of this study the defining roles that the three different issue types play in communication breakdowns of Jansen University's contracting process.

Chapter 6: Three Design Issue Types of Supply Chain Contracting

"[I]n this University people talk. And they have these business manager meetings they love to sit back and 'dididididididi.' So, the more 'didididididi' that's in my favor, the better we are going to be with this contract. [laughs]" [IT 4, 998-1001]

--Linda Delgado, Associate Director of Purchasing

The main aim in the RFP stages of the contracting process is the creation of a new purchasing contract. Focusing on contracting as a communication design practice, the contract is the final object of design that has to be produced through the communicative processes of the RFP's procedures. One of the most defining features to be decided for an upcoming new purchasing contract is the vendor to which it should be awarded. Indeed, as was seen in the context of the Campus Center RFP, an RFP's central issue from a disagreement-management perspective is which vendor should become the new supplier of the requested commodity. The resolution of this issue, then, is one of the main targets of the RFP's design process, besides a host of other issues that need to be formally agreed upon in a contract: What exactly does the commodity entail? Who are the commodity's end users? How many years will the contract run? Etcetera. Designing the purchasing contract means formulating answers to these 'standard RFP questions,' but it also means designing the communication processes that generate these answers.

If the contracting process is understood as an LAP-style conversation for action (CfA; Winograd, 1987) with the final aim of producing a new contract (the *promise* speech act in the CfA), then the parallel task is to manage the correct performance and sequence of the conversation's speech acts. The focal distinction of what appears as the object of design—the contract or the communication process—has been only cursorily

addressed in the analysis thus far, but turns out to be of strategic importance to contracting actors' interactional construction of the process. It is pivotal for the next step in the analysis: to investigate contracting actors' explicit deliberative strategies for managing an RFP's possible disagreements.

As the previous two chapters pointed out, the strategic dimension of the communication design practice of contracting arises out of the need to manage the interactional emergence and expansion of (potential) disagreements among its multiple actors, about issues that are institutionally significant. This disagreement-management perspective draws attention to the uses of argument and their different functions in contracting. Specifically, it emphasizes the rationality and normativity of the institutional practice, originating in the fundamentally polemic nature of its constitution. The focus on process is especially renewing in this approach, as it is taken as something to be explained—the *explanandum*—rather than as an *explanans* for how social structure or organization comes into being (as in the various versions of CCO theories; Putnam & Nicotera, 2009). It is specifically the argumentative conduct of the contracting process that is central to the approach in this dissertation, as it appears to be the primary means that contracting actors use to figure out the meaning, action and coherence of their practice.

What appears as chaotic or complex in organizing turns out to be relatively structured when seen as efforts of disagreement management. In the previous two chapters an attempt was made to show that this structure arises from both the 'natural' features of conversational disagreement expansion in the interaction order, and from the 'artificial' attempts to adapt these features for institutional purposes (to adopt Simon's

[1996] terms of *The sciences of the artificial*). The current chapter expands this view by identifying the issue structures that emerge in the design dynamics of contracting, which implicate both its *information-relevant* disagreements about decision-making inputs and outputs, and the *pragmatic relevance* of its procedures for the resolution of these disagreements (cf. Jacobs & Jackson, 1992). In fact, the contracting activities and procedures appear to feature as the object of design much more so than the actual details of the final contract.

To understand how this works, the chapter first develops a typology of three different types of issues in contracting design and their argumentative structures, and then tests and illustrates this typology through a chronological analysis of part of the RFP evaluation stage of the office supplies RFP. The analysis reveals how the at times seemingly chaotic complexity of contracting activity is actually constructed with the clear strategic insight that argument not only instrumentally resolves around 'informational' issues at hand, but also constitutes the social, material, and pragmatic conditions that reflexively define the acceptability of the argumentative process itself.

The Argumentation Design Work of Contracting

Jackson and Jacobs (1980) observe that "[b]y viewing argument as a method for organizing conversational activity, we find disagreement to be over actions rather than propositions" (p. 255). An analogous finding applies to the observed contracting activities at Jansen University. Additionally, observations of contracting actors' deliberate strategies demonstrate that these practitioners also hold such a methodical view of argument, just as the analyst. In the contracting process, the final objects of design are the propositions to be agreed upon in the purchasing contract. The possibility that these

propositions may be met with doubts or objections from co-participants or third-party

agencies generates the contracting process as a "'repair and prepare' mechanism" (Jacobs

& Jackson, 1989, p. 158). The rationality of this mechanism thus anticipates

disagreement not so much about the contractual propositions themselves, as it does about

the actions that produce(d) and support these propositions, and about the institutional

activities that should warrant such interactional support.

Propositional, performative, and pragmatic contracting disagreements

Consider how the contracting actors appear most concerned with managing their

procurement disagreements in a way that ensures the pragmatic relevance of their

decision-making process. This predominant design orientation on procedural

acceptability not only focuses contracting actors' attention on the actions that put forward

contractual propositions (cf. Jackson & Jacobs, 1980), but also on how these actions do

or do not ensure pragmatic relevance. So, doubts or objections can be anticipated

regarding specific actions, procedures, techniques, and instruments used or performed in

the course of carrying out an institutionally legitimate activity. But disagreement may

also arise regarding the generic format of that activity, and whether and how it is

accountable to standards of institutional legitimacy and organizational effectiveness. In

North's (1990) institutionalist terms, contracting actors are concerned with whether their

arguments are made according to the "rules of the game" (p. 3), but they can also attempt

to define or redefine the rules.

This introduces another argumentative dimension to the contracting process, in

addition to its information relevance and pragmatic relevance (Jacobs & Jackson, 1992).

Information-relevant propositions cannot acquire pragmatic relevance only from

institutionally ideal activity formats; these formats need to be realized through communicative actions that can actually be evaluated by the ideals. This third disagreement dimension indeed contributes to the process variations observed among the different contracting cases, but to understand how requires further conceptualization.

Useful terminology for distinguishing the three disagreement dimensions can be derived from Jackson and Jacobs (1980). They show how in ordinary conversation, turns can become disagreeable on two different levels; first, on the *propositional* level: "the *truth* and *consistency* of what is said may be treated by the hearer as obstacles to agreement, prompting argument" (p. 255).[47] In contracting, disagreement about the propositional details of a (proposed) contractual claim deals with what it claims about given, past or future states of affairs (e.g., which vendor should get the contract). Second, conversational disagreement may arise on the *performative* level of speech acts: "Any utterance may become arguable on the grounds that the illocutionary properties [e.g., felicity conditions] of the speech acts in [the turn] are somehow defective" (Jackson & Jacobs 1980, p. 256). In contracting, objections against a contractual claim in this performative sense do not directly contest the proposed state of affairs, but rather the pragmatic support for such a proposition as constructed or implied in the way that it was put forward.

The performative dimension of contracting disagreements establishes how contracting actions allude to institutionally ideal activity formats to argue for the

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[47] Jackson and Jacobs (1980) derive the term *propositional* from the speech-act theoretical concept of 'propositional content,' referring to the state of affairs that a speech act proposes about the world, relative to which the speech act establishes the 'illocutionary force' that stands for the speaker's intention (Searle, 1975).

pragmatic relevance of contractual propositions.[48] Objections that specifically target such

formats constitute another, *pragmatic* dimension of contracting disagreements. This

dimension is derived from the concept of pragmatic relevance (Jacobs & Jackson, 1992),

and questions the activity in terms of its pragmatic constraints on what types of speech

act performances count as institutionally legitimate (and organizationally effective) for

the contracting process.

The three disagreement dimensions can be illustrated by revisiting the post-

meeting encounter after the pre-proposal conference for the Campus Center RFP (Excerpt

5.7). The two vendor representatives offered to show the photographs of their restaurant

as an implicit argument in support of the *propositional* claim that Andrew and Derrick

should select their food concept for the new contract. Andrew and Derrick's (delayed)

declination of the offer served as an implicit *performative* objection against the vendor

reps' right or entitlement to actually put forward that argument. Andrew's question, "can

we accept pictures now?" (lines 5-6) framed this *performative* contracting disagreement

in terms of his and Derrick's own rights to consider such evidence—thus implying the

pragmatic contracting disagreement about the kind of activity that the pre-proposal

conference should afford and the kinds of actions that it should allow and forbid.

The three design issues typology of contracting

The insights in the three dimensions of contracting disagreements invite viewing

argumentation and arguments as the central objects of communication design in

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[48] The information relevance of contractual propositions constitutes a related but different
dimension compared to the propositional level of argument. Both dimensions concern the truth,
consistency, or acceptability of the claimed state of affairs, but information relevance evaluates such a
claim in the argumentative relation with its premises (Jacobs & Jackson, 1992), whereas the propositional
level only describes (without evaluating) the claim as it is put forward in ordinary conversation (Jackson &
Jacobs, 1980).

disagreement-management practices (cf. Aakhus, 2013). Contracting disagreements come
to consist of arguments about arguments, such that the main concern of the Purchasing
staff becomes to forge agreement and manage disagreement about how they design their
various contracting arguments. The complexity that this creates motivates an analysis of
the process in terms of its 'design issues.' Thus seeing arguments as being about design
acknowledges that disagreement happens over actions and activities rather than over
propositions, and moreover, that arguers themselves recognize and strategically exploit
this fact about conversational (and institutionalized) argument. Following the distinctions
of propositional, performative, and pragmatic disagreements, three different 'design issue
types' can be identified that help reconstruct how contracting actors interpret and manage
the design of the contracting process in terms of its developing disagreement spaces and
activities.

Table 6.1 presents the typology of the three types of design issues, including a
definition and integrated examples abstracted from the cases of this study. Each issue
type has a distinct function in the potential issue structure of an RFP's disagreement
space, motivating contracting actors to tailor their uses of argument strategically to
organizational and institutional interests in disagreement management.

Propositional design issues are defined as 'Potential or expressed objection
against propositions about 'states of affairs' (past, present or future) as implied,
expressed, or addressed relative to a design object.' In most of this study's instances of
this type of design issue, the design object is taken to be the purchasing contract—being
the final product that an RFP is supposed to create. The text of the contract defines the

agreed-upon supply relationship, but this can also be attempted by other speech acts, for instance as expressed in the RFP document.

Performative design issues are defined as 'Potential or expressed objection against performative properties or preconditions of actions that should (co-)resolve propositional design issues.' Claims implied or expressed relative to issues of this type are constructed to support or contest propositional design claims. Such claims may be exchanged as part of a discussion about whether or not a vendor's proposal meets the standards of green or sustainable operations as requested in an RFP.

Pragmatic design issues are defined as 'Potential or expressed objection against pragmatic properties of activities that should warrant the legitimacy and effectiveness of how performative design claims resolve propositional design issues.' Claims about pragmatic design are constructed to establish or challenge the acceptability of a performative design claim's argumentative support for a propositional design claim (just as warrants in Toulmin's [1958/2003] model of argumentation). In a discussion about a proposal's sustainability rating, such a claim might refer to the Purchasing Department's mission to create a more sustainable supply chain, or to the expert evaluation that its Green Purchasing Manager provided for the RFP. Note that the claims in this example could be countered or challenged, which would amount to an attempt to change the 'rules of the game' for proposal evaluations. This discussion would thus come to revolve around the question, '*what is it that we should be doing?*' with the potential to redefine standards of organizational effectiveness or institutional acceptability for the interaction at hand.

Table 6.1: Three types of design issues of Jansen University's contracting process

Type of design issue	Definition: Potential/expressed objection against…	Integrated examples (abstracted)
Propositional design issue	… propositions about 'states of affairs' (past, present or future) as implied, expressed, or addressed relative to a design object.	'For which vendor should this contract be written?'
Performative design issue	… performative properties or preconditions of actions that should (co-) resolve propositional design issues.	'Based on which evaluation criteria did this proposal fail?'
Pragmatic design issue	… pragmatic properties of activities that should warrant the legitimacy and effectiveness of how performative design claims resolve propositional design issues.	'What are legitimate and effective procedures for proposal evaluation?'

Propositional, Performative, and Pragmatic Design of the Office Supplies RFP

The case of the office supplies RFP integrally illustrates how the three types of issues feature in the disagreement-management efforts of its main players. Data was gathered about the more than two years of developments in the RFP project and the ensuing contract, as can be seen in Table 4.1. Rather than analyzing the entire case from beginning to end, the major developments of the first 1.5 years are first summarized in the following subsection, to then slow down the narration at a point where strategic disagreement management becomes both crucial and explicit. This moment comes when new members have just been added to the RFP committee and the RFP's managers at

Purchasing are plotting their disagreement-management tactics for the upcoming RFP

evaluation meeting. Table 6.2 summarizes the plot of this case.

An erratic start for office supplies: Fall '08 to spring '10

In early June 2009, the final RFP document for office supplies contains the

following introductory paragraph:

> *Excerpt 6.1: The introduction to the final RFP document for office supplies*
> Jansen University (Jansen, Jansen University or University – http://www.jansen.edu)
> and the Jansen Green Purchasing Initiative (Cooperative Partners) request qualified
> proposals to provide office supplies and equipment (excluding furniture), related
> products, recycled-content copy paper and toner cartridge program in accordance
> with the Request for Proposal. It is the University's intent to award this contract to
> one (1) supplier for a five (5) year term with two (2) one year renewal options.
> Estimated annual usage of the contract is $4,000,000 plus $500,000 (estimated) for
> the Jansen Green Purchasing Initiative.

Purchasing Director Chris starts drafting this RFP document in the fall of 2008.

The new office supplies contract is supposed to replace the University's current three

separate contracts. The state of affairs that it should realize is having one preferred

supplier of this commodity for all the University's offices to achieve University-wide

cost savings. Additionally, Chris envisions the new contract to establish vertical supply

chain integration between the University's office supplies vendor and a preferred copy

paper supplier, to mitigate volatility on the paper market. With these requirements, Chris,

Dara (Buyer) and Carina (Purchasing Assistant) are developing the RFP document,

sharing successive drafts between October 2008 and June 2009. The drafting process

takes longer than they expected, due to heavy workload and to the need to integrate the

copy paper commodity as well as a cartridge program. In June, the RFP is finally sent to

eligible office supplies vendors. In response, it receives eight proposals by the deadline of

July 2nd, 2009.

Table 6.2: A plot summary of the office supplies RFP & contract

RFP launch	Central propositional design issue	Main players	Process breakdowns (see Chapter 8)	Project resolution
Initiated by Purchasing Director Chris Kent in June 2009.	Which supplier should become the University's preferred vendor of office supplies for the next 5-7 years?	-Chris Kent as principle buyer from Jun '09 to Dec '09; -Linda Delgado as principle buyer from Dec '09 onwards; -Paper Joe as incumbent vendor, with account representative Casey Clay.	*Pragmatic design error:* The Purchasing Department negotiates the contract only with Bureau Supplies, while Paper Joe is trying to enter negotiations, too. *Pragmatic design controversy:* Casey Clay's attempts to start negotiations about the Paper Joe proposal conflict with Linda's attempt to reject his bid in a personally sympathetic way.	Jansen Purchasing signs the new contract with Bureau Supplies in June 2010. Paper Joe submits a PATA request about the bid evaluations in July, followed with a formal bid protest letter. Jansen Purchasing responds to the bid protest, formally justifying the bid rejection. Paper Joe starts 'undercutting' the Bureau Supplies contract in Fall 2010.

Dara and Carina evaluate the proposals from July through October. Monika (an Administrative Assistant) filters information from the proposals into a spreadsheet for their comparison based on the RFP's formal evaluation criteria. On October 8th, Dara instructs the four non-Purchasing members of the RFP Committee to complete their individual reviews of the proposals by October 16th. They are business managers from different departments. She sends the members spreadsheets with all the required information filtered from the bids, including pricing on thousands (literally) of office supplies items. Another spreadsheet that she sends them is the 'scorecard' on which the committee members are to complete numerical evaluations of standardized criteria for each of the proposals.

The evaluation outcomes from Dara, Carina and Chris already point to a top three of proposals. However, that fall the committee members are unable reach a final decision based on their numerical evaluations and their deliberations at evaluation meetings. In December 2009, Linda Delgado is hired as new Associate Director of Purchasing (besides Derrick), and takes over management of this RFP. She invites the three bidders with the highest-rated proposals to give 'vendor presentations' at the Purchasing Department on January 13th, 2010. They are Paper Joe, Bureau Supplies, and Hendrix Ltd.—the same three vendors that currently already have (smaller) contracts with the University. After the vendor presentations, the committee (now down to three non-Purchasing members after one quit) still is unable to form a consensus on which proposal to award with the contract. In the second half of February, Linda and Chris expand the RFP committee with twelve additional members from the University community to help re-evaluate the current top three proposals.

Anticipating and managing disagreement with the expanded RFP committee

The central issue of the office supplies RFP's disagreement space can be reconstructed from the RFP document, just as in the Campus Center RFP: Which supplier should become the University's preferred vendor of office supplies? (see Excerpt 6.1 for the RFP's introduction text). This issue directly concerns the propositional content of a very defining aspect of the to-be-designed contract. Thus, it is the RFP's central propositional design issue about the future state of affairs that will need to be expressed in that contract: The vendor that will supply the University's office supplies. The management and design of the disagreement space surrounding this central issue is a focal concern throughout the RFP process. Even if the RFP's design activities more often take arguments about communication as their direct objects of design, that is so because it is only through communication processes and events that propositional design issues about a contract can be addressed and resolved.

The institutional adaptation of disagreement expansion around the RFP's central issue has brought multiple actors to the contracting conversation (e.g., the eight vendors that submitted their proposals in response to the RFP), and formalized these actors' expressed standpoints and commitments through the textual materialization in documents, all in order to facilitate the RFP's complex decision-making task. At the time of the committee expansion, the disagreement space directly surrounding the central issue has been narrowed down to three alternative standpoints (the top three proposals), each proposing another vendor as the preferred supplier of the commodity. This partial resolution (at least the contract should not go to one of the other five bidders) should in the face of doubt be legitimately justified by reference to the evaluation activities that

generated the top three, or to specific details about these activities such as the employed evaluation criteria.

Hence, the disagreement space expands beyond explicit claims about the central issue of propositional design, including the (as yet) implicit claims about potential performative or pragmatic design issues that might be raised as objections against *the act* of preselecting the top-three proposals. One of these claims becomes of explicit concern when Linda as the RFP's principle Buyer starts preparing her two colleagues for the first RFP committee meeting with the expanded committee, and anticipates possible resistance from the new members against the top-three selection of proposals.

The pragmatic design issue of the committee's designing coalition. With the expansion of the RFP committee by twelve new members, new potential for doubt, objections and disagreement enters the disagreement space. These representatives of various academic and administrative University departments introduce new beliefs, wants and commitments relative to what is disagreeable and not disagreeable about the RFP's central issue and other propositional design issues. The increased complexity of commitment sets could come to threaten what Schön and Rein (1994) term the *designing coalition*; the group of designers that need to collaboratively shape a shared design object through their interactions. If the committee members' diverse departmental and individual commitments obstruct agreement with the current top three of proposals, a 'political drama' (Schön & Rein) might take over the design discussion. This would present a pragmatic design issue, because a sound designing coalition among committee members is a pragmatic precondition for legitimate proposal evaluation.

One week before she and Chris expand the committee, Linda confides to the researcher in an interview that it is her "hunch and concern" [FN 25, 17] that the contract will be awarded to Bureau Supplies. The hunch she bases on the previous, smaller committee's evaluations and on her own re-assessments of the proposals: It all points to Bureau Supplies's proposal as the most responsive to the University's needs. This predicted propositional design claim is also reason for her concern, as she anticipates likely objections against it from other relevant actors. Linda explains that establishing a preferred-supplier relationship with Bureau Supplies would require considerable and reluctant adaptation from the end users in the University community. Most University departments have gotten used to ordering from Paper Joe, which has been Jansen's main office supplies vendor for many years. Her prospecting remarks about her "hunch and concern" reveal how she reasons about the need to craft a designing coalition with the new committee members that will be required for an acceptable 'performance' of the contract award to Bureau Supplies. Linda's strategic reasoning gets translated into action during a planning meeting with her direct colleagues on the office supplies RFP.

The RFP planning meeting: Preparing for disagreement. On March 15th 2010, Linda meets with Senior Buyers Dara and Neima to prepare for the RFP committee meeting that is to take place the day after. As part of the meeting, Linda instructs Dara how she wants her to make a presentation to the committee about the evaluation process to-date. Before turning to the meeting transcript below, recall that the original committee—with its four and later three non-Purchasing members—had evaluated the eight received proposals for three months without reaching a more definitive consensus than the top-three ranking of the proposals from Bureau Supplies, Hendrix Ltd., and

Paper Joe. Linda wishes to maintain this top three and not re-evaluate all eight proposals so as not to unnecessarily prolong the evaluation stage even more.

Since Dara has overseen the evaluations carried out by the original committee, Linda assigns the task to her to convince the new committee members that the current top-three ranking is acceptable. Linda's instructions for Dara are not simply to 'update' the new committee members about the evaluations to date—to *explain* or *clarify* in response to their informational need—rather, she wants Dara to *repair* potential resistance from the committee members to the tentative evaluation result before it arises (cf. Jackson & Jacobs, 1980). This reveals orientations to the upcoming RFP committee meeting and how it should be managed. Specifically, it shows how addressing a propositional design issue—the preliminary evaluation outcome of the top-three proposals—implies the strategic construction of pragmatic and performative design claims to support its organizationally preferred resolution. To see how this works, refer to the following transcript of the audio-recorded meeting interaction:[49]

> *Excerpt 6.2: Transcript of the office supplies RFP planning meeting [MT 2, 733-758]*
> 1. Linda: (…) And then and speak to it. You know, and just say you know, "This is
> 2. the process the committee went through. We've looked at it." You know,
> 3. I'd take a quick scan through their RFP [*sic*][50] just to see if there's any
> 4. major thing that you highlighted that you went, oh, see, they couldn't do
> 5. our exchange on their own.
> 6. Dara: Okay.
> 7. Linda: Or they, their customer service model was really restrictive, or they didn't
> 8. offer a rep.
> 9. Dara: Okay.
> 10. Linda: Anything that is, calls out that you could be like, "Okay, here's why the
> 11. committee just narrowed it down to these three."

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[49] Linda, Dara and Neima had agreed to audio record the meeting in the absence of the researcher.

[50] It appears common for Linda and colleagues to occasionally use the term 'RFP' to refer to a vendor's proposal (instead of to the University's request for proposal). Likewise, 'RFP' refers in the research participants' talk to the whole procedure between a commodity request and the award of a new contract, even if others would understand the RFP as just one part of a broader bidding process.

12. Dara: Okay.
13. Linda: "They met ninety percent of the qualifications."
14. Dara: Okay.
15. Linda: And they're going to take our word for it so I just wanted to make sure
16.   that we're somewhat clear.
17. Dara: Yes.

Lines 1 and 2 of this excerpt reveal Linda's orientation to the role of argument in the upcoming meeting. She previews the case that she wants Dara to develop; that she as the former principle buyer of the commodity has overseen and ratifies the previous committee's evaluation process and results. The focus on "the process" and the original committee is characteristic for the chosen disagreement-management strategy. This becomes most explicit in Linda's formulation in lines 10 and 11, of the central claim for which she wants Dara to build support; "why the committee just narrowed it down to these three." Her wording of this claim focuses attention on a design puzzle that is typical for the University's contracting process. Why does she tell Dara to support a claim about what the committee did? The propositional design claim that she needs the new committee members to accept can be reconstructed as, '*the contract will go to one of these three vendors*.' It is not necessarily obvious that upon hearing a claim about details of the upcoming contract, the new committee members will object to certain actions of the original committee members. Then why does Linda anticipate that they will?

Maneuvering preferred design arguments for interim evaluation results. What argumentative alternative does Linda have? The first likely objection from committee members that she foresaw against replacing a current vendor of office supplies was that some might simply be reluctant to change their ordering habits.[51] So, she could have

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[51] Recall that Linda explained this to the researcher in an earlier interview, regarding her "hunch and concern" [FN 25, 17] that the contract will be awarded to Bureau Supplies.

chosen to address this issue instead, for instance by telling the skeptics that old habits actually do not die hard at the University, given previous success with the replacement of a long-time vendor of another major commodity.[52] Both issues, '*why did the committee select these three vendors?*' and, '*are end users already familiar with each of these vendors?*' are opportunities in the disagreement space for the new committee to object to the top-three. However, although the avenues for argumentation that each issue presents are equally available interactionally, they produce different preferences institutionally, given legitimacy standards of competitive bidding.

The difference between the two possible types of objections requires seeing the contract as the propositional object of design, and the process that produces the contract as the performative/pragmatic object of design in contracting. The final production of the contract represents the crucial speech act of the *promise* that has to be performed in the contracting conversation for action (CfA; Winograd, 1987). The pre-selection of the top-three vendors constitutes an *assertive* speech act about a specified range of possible propositional contents for the CfA promise. Objections against the specific vendors included in the top three would of course be information-relevant to this propositional design issue, and the possible objection about vendor familiarity indeed suggests such disagreement. However, Linda's anticipation of objections against the evaluation process does not presume the 'familiarity issue.' Instead, she lists possible reasons for why certain bids might have been excluded from the top three (lines 4-5; 7-8; 13), and

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[52] Linda actually identifies this argumentative possibility (unsolicited) in an interview shortly after the actual RFP committee meeting: "Obviously the University is not afraid to change vendors, and Erin [a Senior Buyer at Jansen Purchasing] successfully did it when they did the furniture switch" [IT 4, 930-931] (furniture is another commodity that the University purchases on a large scale based on a preferred-supplier contract).

includes the instruction that Dara should make it clear that it was the previous committee members who provided these reasons (lines 1-2; 10-11).

Linda's reasoning about designing the upcoming meeting reveals the pragmatic design tension between rendering contracting decisions institutionally legitimate, but also effective for the organization, here Jansen University. Note that she does not appear particularly concerned with the accuracy of the reasons that she wants Dara to present for rejecting the five proposals that are not in the top three. She only needs Dara to "take a quick scan" (lines 2-3) through the proposals to find on which evaluation criteria they might have possibly failed. These may include "any major thing" (line 3), and indeed, the three suggestions she then gives (lines 4-5; 7-8; 13), she lists from the top of her head without specifying to which of the five rejected proposals they apply, leave alone checking in the actual proposals whether she is correct. Linda's instructions thus suggest that she mostly just wants the new committee members to be persuaded about the correctness of the preselected top three—she is not concerned with the 'truth' here. This 'merely' rhetorical goal seems confirmed when she finally says, "And they're going to take our word for it so I just wanted to make sure that we're somewhat clear" (lines 15-16).[53]

This aspect of the argumentative strategy emphasizes the need for organizational effectiveness, because if the committee is not going to be persuaded, they would have to redo the evaluation of all eight proposals, which would create much more work for the Department and delay the RFP even more. However, Linda's selection of the specific

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[53] The distinction between truth finding and persuasion parallels the classical distinction between dialectic and rhetoric in argumentation theory (Van Eemeren & Houtlosser, 2002).

types of arguments for the committee reveals a need to also argue for institutional legitimacy of the top-three pre-selection.

Rather than using the familiarity argument that Linda would have likely deemed persuasive, too, she uses arguments that establish more pragmatic relevance for the preliminary evaluation outcome. Even if she does not appear entirely concerned with the correctness of the negative reasons that she lists for rejecting the five proposals, they do refer to the formal evaluation criteria that the previous committee applied.[54] As such, she anticipates a performative design issue regarding which evaluation criteria were used to arrive at the top three. Moreover, she addresses the pragmatic 'rules of the game' of formal bid evaluations, by specifying that it was the committee that produced the disqualifying arguments for the bid rejections (lines 1-2; 10-11). This pragmatic design issue thus further constructs institutional legitimacy of the top-three pre-selection.

The performative and pragmatic design arguments that Linda selects for Dara actually engage the *burden of proof* in contracting practice because it locates justifications of procurement decisions in institutionally ratified interactions and procedures. Moreover, the combined use of both types of ratified design arguments points to the warranting function that pragmatic design claims may add to the support already provided by performative design claims. Linda's strategy thus also constructs a hierarchical issue structure in which a propositional design claim is supported by claims of performative design, whose justificatory force may in turn be warranted by pragmatic

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[54] On the spreadsheets that the committee used to record and compute the proposals' evaluation scores, two of the criteria were indeed the vendors' ability to integrate their ordering systems with the Jansen Integrated Administrative System (to which Linda refers as "our exchange" in line 4 of Excerpt 6.2), and the details of their customer service models.

design claims (generally following Toulmin's [1958/2003] argumentation model of claim, grounds, and warrant).

The familiarity argument would have had no place in this institutionally ratifying argumentation structure. It is neither a performative, nor a pragmatic design claim, but rather a version of causal argumentation pointing to (un)desirable consequences of a suggested course of action (here, sticking with the pre-selected top-three proposals).[55] Moreover, its actual use would have been vulnerable to public accusations of uncompetitiveness in procurement from State Auditors and local newspapers (of the kind already cited in Chapter 4). Linda's strategy thus proposes a *strategic maneuver* (Van Eemeren & Houtlosser, 2001) by "[c]hoosing from the topical potential" (p. 153) those arguments that are institutionally preferred over others that are also interactionally available. By thus maneuvering away from the familiarity argument, she avoids, in Jacobs and Jackson's (1992) terms, "use of otherwise relevant information in argumentatively [or, pragmatically] unproductive ways" (p. 173).

The RFP planning meeting thus shows an occasion of deliberative disagreement management through instrumental selection of preferred arguments. It is an explicitly strategic variant of "how argumentative interaction shapes what is taken up and not taken up in the conduct of practical activity" (Aakhus, 2013, p. 108). The strategic maneuvering between argumentatively available issues resulted in the selection of design issues for the production of claims that needed to be organizationally effective as well as institutionally legitimate. The talk at the RFP planning meeting also illustrates that

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[55] Van Eemeren, Grootendorst and Snoeck-Henkemans (2002) label this subtype of causal argumentation *pragmatic* argumentation.

disagreement management is constitutive of organizational process and structure in the

nearby future, as will appear in the following subsection.

Shifting the interactional object of design for boundedly rational CCO

The analysis of the RFP planning meeting talk of Excerpt 6.2 so far has illustrated

explicit efforts by contracting actors to strategically adapt an RFP's argument expansion

for institutional and organizational purposes. It takes a disagreement-management view

of contracting that can be distinguished from related disciplinary accounts due to its

rational treatment of how an organization and its members deal with both the

interactional and institutional constraints of their practices. The current analysis draws

from work in LAP for its web of conversations with institutionally normative sequences

of speech act types (Winograd, 1987), although it does not take these speech acts and

conversations as deterministically fixed in advance. It also borrows from new

institutionalist insights that institutional legitimacy standards are constructed and

enforced through retrospective accounts that rationalize past actions (DiMaggio &

Powell, 1991; Powell & Colyvas, 2008), although this is not the same as simple adoption

or replication of what other organizations do (DiMaggio & Powell, 1983). The present

account adapts both these perspectives by adding pragmatic rationality through argument,

which specifies *how* organizational interactions take the forms that these theories

describe or prescribe.

As such, the current account does not take normative strategy as the

structurational outcome of the dialectic of control between the contracting actors and

symbolic, political/economic, and legal systems (Giddens, 1984), or of the duality of

institutional and technological structures that co-define the practice (DeSanctis & Poole,

1994). Finally, the disagreement-management account developed here also avoids explanations that situate agency mostly in the verbal or material details of the local contracting interactions and their prior developments, as do the Montreal School version of CCO (Taylor & Van Every, 2000, 2010) and Boden's (1994) conversation-analytic (CA) view of organizations.

While of course none of the above approaches has a singular focus on either institutional or interactional determinacy, their various integrations of the two defining orders of institutional interaction do not account for the central function of rational, pragmatic reasoning encountered in Jansen University's contracting interactions. The meeting talk in Excerpt 6.2 displays a markedly normative orientation towards the management of meaning, action and coherence in procurement activity. Linda's communication-design instructions to Dara bespeak a strategic awareness of the affordances and constraints of both the interaction order (e.g., what is potentially disagreeable in the disagreement space?) and the institutional order (e.g., what type of arguments are preferred in justifying the RFP process?), as they appear to the contracting actors in the given circumstance. The contracting actors' boundedly rational (March & Simon, 1958) participation in the unfolding process constructs a *systemic rationality* of the practice, which, in Aakhus's (2002) use of the term (adapted from March), "explains how to organize interaction as well as justify the reasonableness of the outcomes of activity based on the [institutional] design"[56] (p. 123). Such rationality is thus also decidedly pragmatic, normatively guiding organizational reasoning towards the

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[56] Aakhus's (2002) original statement is about the *technological* design of groupware technology, but can be equally applied to the *institutional* design of organizational communication.

arrangement of interactants, commitments, and interactional patterns of conversational turn-taking and speech acts.

Without reintroducing denounced rational choice models of organizational decision making (March, 1978), the continued analysis of Jansen Purchasing's disagreement management will endeavor to develop a rational account of CCO. Linda's explicit pragmatically rational design of argumentative messages in Excerpt 6.2 (cf. Jacobs, 1989) illustrates a normative strategy for the verbal management of disagreement. But what is more, Linda's pragmatic reasoning also concerns the nonverbal social conditions required for legitimate orchestration of such communication design work. This challenges the developing account to consider not only the conduct and planning of talk, but also the constitution of social organizational structure that is involved with talk.

The CCO potential of disagreement management lies in the possibility to instrumentally shift the object of interactional design in the unfolding design discussion. Such shifts may concern the time and place of the interaction that is targeted for design, but also the type of interactional materials that are to be molded, such as verbal speech acts or the interaction's social or technological conditions. The RFP planning meeting remains the stage for these analyses, based on Excerpt 6.2 above, and two more transcript excerpts of that meeting presented below.

Defining the rhetorical situation of the RFP committee meeting. Linda's talk in Excerpt 6.2 deals with the management of the three types of design issues through the ongoing interaction of the RFP planning meeting itself. This requires 'live' argument construction for the potential disagreements that may arise during the encounter between Linda, Dara, and Neima. However, none of the meeting participants makes any such

possible objections explicit in the excerpted talk, for instance by emphasizing a virtual standpoint or calling out an objectionable commitment (both hypothetical examples could concern Dara's preparedness to follow up Linda's instructions). Instead, the focus of the developing disagreement-management strategy is on the interaction at the upcoming committee meeting as the object of design.

As part of this deliberate planning of a future argumentation event, however, the object of design shifts between verbal arguments and the social circumstance. As was already seen, Linda constructs for Dara the pragmatic design argument that the negative evaluation outcomes were produced by the original committee members. It contributes to the constitution of contracting through the (projected) enactment of the legitimizing potential that specific procedures are believed to have in the contracting process. Linda offers Dara this verbal argument in coordination with the nonverbal argument that "they're going to take our word for it" (Excerpt 6.2, line 15). Although discursively constructed in the live ongoing RFP planning meeting, this argument is going to be embedded in the upcoming committee meeting's social arrangements.

Later on in the same meeting, Linda makes this argument more explicit as she explains it to Dara: "They're going to believe you. They're not going to believe me. I wasn't there" [MT 2, 2772-2773].[57] The involved pragmatic design will thus feature at the future meeting as an implicit argument about the orchestration of actors, voices, and commitments. Linda and her colleagues design it to contribute to the active shaping of that meeting's *rhetorical situation* in terms of its exigence, audience, and constraints (Bitzer, 1992). Particularly, it is intended to modify the constraints of the new committee

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[57] Linda was not working at Jansen University yet when Dara first launched the evaluation activities as the principle Buyer for office supplies.

members' beliefs and attitudes regarding the credibility of the Purchasing staff's accounting for the RFP procedures to-date.

The silent argument from authority to be implied with Dara's voice thus targets the pragmatic circumstances of the next day's meeting as the interactional objects of design. The complexity of potential and actual design objects gets dense here; the designed pragmatic meeting circumstances (e.g., Dara's voice) are intended to back the pragmatic design claim that the reasons for rejecting the proposals were produced by the original committee as they should, and thus qualify for legitimate support of the propositional design claim that they should stick to the pre-selected top-three. As part of this disagreement management complexity, following the contracting process's systemic rationality, the designed pragmatic preconditions for preferred meeting activity co-constitute the organizational structure of the next day's meeting.

Such systemically rational CCO is afforded by shifting the interactional object of design from verbal materials to social materials (and back). Even if the 'layers' of meta-communication may become hard to keep track of in the analysis, the contracting actors appear to shift rather effortlessly between different interactional objects in their live unfolding meeting interaction. Nevertheless, the time/space frame of currently ongoing talk also features as a design object in communication design work, and it is subject to the same constraints of disagreement expansion.

Expressed pragmatic design disagreement at the RFP planning meeting. The planning meeting between Linda, Dara, and Neima constitutes a communication design effort to orchestrate future interactions. Although its focus thus extends above and beyond the meeting itself, the actors are confronted with local constraints in the

interactional and institutional materials immediately available to them. As an example,

during an interview about the office supplies RFP, Linda tells the researcher about an

additional communication design goal that she has for her collaboration with Dara and

Neima. She explains that through her meetings with these Senior Buyers she is 'trying to

teach them based on her own style of learning,' which she at times experiences as

"pulling teeth" [FN 29, 290-291]. A possible instance of such resistance was also

observed during the RFP planning meeting, resulting in explicit disagreement against a

proposed course of action. In the following excerpt Dara objects to Linda's main

pragmatic design claim about the upcoming evaluation activities:

> *Excerpt 6.3: Transcript of the office suppl. RFP planning meeting [MT 2, 984-1011]*
> 1. Linda: (…) I think the [original] committee's done a great job getting us to this
> 2.   point so they [the new committee members] can try to shoot holes but
> 3.   we're not going to let them. And then we'll see. Like I said, they could be
> 4.   really that they completely skew our entire plan. I'm going to try not to let
> 5.   that happen.
> 6. Dara: Uh-hmm.
> 7. Linda: But if they have some good justifications for it, well I'm going to defer to
> 8.   them. That's why we have them.
> 9. Dara: Okay. Right.
> 10. Linda: You know, no really I don't want to go back to the beginning. But if they
> 11.   say absolutely without a doubt that they're not comfortable, okay, then
> 12.   we're going to have another meeting to do a full set of analysis. We'll go
> 13.   from there.
> 14. Dara: Do you think maybe that would like be the best thing?
> 15. Linda: No. Based on what I am seeing…
> 16. Dara: No.
> 17. Linda: I'm not seeing anything that's calling the attention of the other five
> 18.   vendors that they should be in the top three.
> 19. Dara: Okay.

Linda makes no mistake about the availability of alternative courses of action

given possible upcoming disagreement expansions. She discusses them in the context of

what the new committee members may prefer, which is what she specifically disprefers

and wants to avoid if possible. Linda wants to keep the new committee members from

skewing their "entire plan" (line 4), and that plan entails adopting the original committee's 'interim' evaluation results and taking their top three as a starting point for the final evaluations. In lines 7 and 8 Linda expresses her awareness of the evaluation process as an expanding disagreement space as she acknowledges the new committee members' ability and right to provide overriding arguments against her plan (and thus she appears to amend her less generous position of lines 2 and 3: "they can try to shoot holes but we're not going to let them"). "That's why we have them," she says in line 8, thus providing a pragmatic design claim for the reasonableness of assigning the new committee members roles as active interlocutors in the remaining evaluation activities. Linda is aware of the potential constraints of this argumentative approach, given her considerations of the organizationally dispreferred possibilities of 'going back to the beginning' (line 10) and 'having another meeting to do a full set of analysis' (line 12).

What happens next is interesting because it puts the meeting interaction in another light. Dara proposes in line 14 to go down exactly the route that Linda wants to avoid, wondering out loud whether that course of action would "like be the best thing" to do. This proposal shows that the interaction of the live ongoing meeting may also develop into explicit verbal disagreement, with potential trouble to avoid and repair related to the acceptability of turns. Linda repairs this pragmatic design disagreement about the preferred activity—'*what is it that we should be doing?*'—by reasserting the correctness of the interim evaluation outcome (lines 17 and 18). She does not foresee any likely objections in the disagreement space, against the performative design claim that the employed evaluation criteria point to the current top-three proposals as the correct shortlist for the final round of evaluations. Thus she resolves the pragmatic design issue

that Dara raised, defending her preferred disagreement-management strategy for the further evaluations.

The analysis of the RFP planning meeting thus also shows how live unfolding organizational interaction emerges in the form that it does through the interactional emergence of doubt or objection, and the anticipation or repair of such trouble to realign the activity with the attainment of institutional and organizational goals. It also establishes the argumentative connections between the analyzed interactional event and other actual or potential interactions that are part of the same 'web of conversations.' These analytical achievements avoid criticisms of radical 'bottom-up' approaches to CCO, which are said not to 'scale up' to the emergence of organizational structure (see for instance McPhee and Zaug's [2009] and Taylor and Van Every's [2000] critiques of Boden [1994]). And more on the 'top-down' end of the analytical spectrum, this analysis thus explains how a global awareness of a functionally expanding organizational structure enters the local conversation through actors' pragmatic reasoning about disagreement processes and outcomes (instead of for instance McPhee and Zaug's [2009] top-down analytical imposition of functional communication flows that constitute an organization).

It is also an analytical achievement of the contracting actors in this study that they are able to shift between the many potential objects of their communication design efforts. Although the origins of meeting activities may start at a relatively simple propositional design issue, the sub issues that arise once the discussion starts are overwhelmingly about performative and pragmatic design, with the rich argumentative complexity of a disagreement space that stretches out in the past and future. This

complexity is due in large part to the fact that the live unfolding interactions themselves become objects requiring of active management and design—as more complex instances of such reflection-in-action (Schön, 1983) will yet point out. The focus of disagreement management alternates not only between Donald Schön's (1983) reflection-in-action and reflection-on-action, but also includes prospective modes: The contracting actors were already seen to take as the polemic objects of design, issues that may be expected from dissenting actions in the near or distant future.

The final episode of the RFP planning meeting that follows next is a remarkable instance of this prospective mode. It has the feel of a 'play-in-a-play-in-a-play,' as it shows how Linda and colleagues are elaborately planning how at the next day's meeting they should plan the argumentation of another meeting in the more distant future.

Prospective argument orchestration at the RFP planning meeting.
"[A]rgumentative strategy deals not only with what was said but where the dialogue is going and how it will get there" (Aakhus, 2003, p. 284). This 'prospective' function of argument in Jansen's contracting process for one last time returns the analysis to the RFP planning meeting for the office supplies RFP. As the three Purchasing colleagues are prospecting the next day's committee meeting, a central concern is to prepare the committee for the final rounds of proposal evaluations, but to do so in a way that convinces the members of the reasonableness of the evaluation procedures to which they will be contributing (a pragmatic design issue about their commitment sets). This 'doubly' prospective argumentative strategy appears most explicitly in the meeting talk about a future 'vendor presentations' meeting. Porter-Roth's (2002) professional RFP guide recommends organizing such a meeting to allow bidders' the opportunity of an

additional sales pitch, for when their respective written proposals "are close enough that a clear decision is not possible" (p. 226).[58]

The top-three vendors, Bureau Supplies, Hendrix Ltd., and Paper Joe already gave vendor presentations before in January 2010, which marks the second planned round of vendor presentations with the same vendors as institutionally irregular. It draws attention to the fact that specific meeting types are not instantiated in simple abidance with institutional conventions or guidebooks, but again (as was the case with the pre-proposal conference and the decision not to have a public bid opening in the Campus Center RFP), that they are orchestrated in response to an argumentative need. In this case, more vendor presentations were required because the original committee had been unable to conclusively resolve the RFP's central issue also after seeing the first vendor presentations.

Beyond following institutional convention, Linda and her colleagues need to figure out the details of the upcoming argumentative activities in the context of local puzzles of meaning, action and coherence. The actions that need to be performed in orchestrating the vendor presentations have to be imagined, planned, and justified in light of not only the evaluation questions that need to be answered, but also in light of how the interaction at the presentations should ensure the usefulness and legitimacy of the answers that will be produced. This indeed surfaces as an explicit concern of pragmatic design to the three Purchasing actors.

The following excerpt re-enters the scene of the planning meeting when Linda is listing items from the bidders' proposals that need to be elaborated at the vendor

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[58] Purchasing Director Chris Kent recommended this guidebook to the researcher as a useful professional resource for understanding the contracting process at Jansen University.

presentations meeting. Specifically, Linda and the committee need to know the details of

the vendors' ordering processes and operations; whether they can support integration

with the Jansen Integrated Administrative System (JIAS); what their website

functionality is like; etcetera. Soon however, her talk shifts from such specific topics to a

more abstract point of view of exactly how she plans for these and other topics to emerge

in interaction with the committee members. Apparently, the process of producing

messages about these topics is more important to the pragmatic design task than the

topics themselves:

Excerpt 6.4: Transcript of the office suppl. RFP planning meeting [MT 2, 1695-1758]
1. Linda: Okay, there's something we need to follow up with them [the vendors] on.
2.   And have- my hunch is it's going to be, the ordering process is kind of
3.   going to drive the presentation. "Come in, talk through your ordering
4.   process. Give us an overall presentation but really focus on this key area."
5.   Ordering process, so far, has been what I've picked up but this can all
6.   change. They [the committee members] can say, "We can care less how
7.   you can search, we care more about X, Y, and Z."
8. Dara: And how user friendly the site is.
9. Linda: Uh-hmm. "Can I use it intuitive…"
10. Dara: That's the most important-
11. Linda: Yeah.
12. Dara: important thing for them.
13. Linda: So, my hunch is,
14. Dara: Yeah.
15. Linda: they're going to want to see a demo.
16. Dara: Uh-hmm.
17. Linda: But I leave it kind of open so that they can contribute that.
18. Dara: Okay.
19. Linda: Then you can get their buy-in. And if they don't contribute then I'll ask a
20.   leading question to get them to be like, "Oh yeah, okay, yeah we want to
21.   see this."
22. Dara: Okay.
23. Linda: But then they think it's in their thought even though we're driving it, but
24.   they are thinking, "Okay I'm involved. Yeah, I care about this." So
25.   they're not going to pay attention at the meeting, if we give the vendor the
26.   list of things to come in and talk about it's going to go right over
27.   everybody's head.
28. Dara: Okay.
29. Linda: If they say "this is important to me," then they're going to hammer the

30.   vendor when the vendor is there. And I'm assuming some of these folks
31.   will be vocal and they'll have their, one-off things that they really want to
32.   talk about. But from like my perspective, one thing that from a
33.   management perspective we have to know about is how all these upgrades
34.   are going to affect website eeh, capabilities. Hendrix Ltd. and Paper Joe
35.   both talked about upgrading their systems. If their upgrade is going to
36.   throw the website off the reservation, we've got a problem. Maybe got the
37.   wrong vendor to start off with. Maybe the right vendor, I don't know. So,
38.   there's stuff that's going to be important to us and stuff that's going to be
39.   important to the committee. I want to focus on the committee stuff while
40.   we're there. Give them a sense of what we're looking for, but also,
41.   "What's important to you?" You know, "Here's what we summarized. Is
42.   there anything else you can think of in website functionality? We talked
43.   about online chatting capabilities at our meetings. We talked about search
44.   features, anything else you guys want to see, talk through…"

The meeting talk in this excerpt includes several focus shifts between various design issues regarding two different upcoming meetings. In lines 1 to 16, the focus is on performative design issues concerning concrete topics that Linda and Dara think the bidders should address during the presentations. Within this part of the transcript, however, the object of design shifts from the anticipated interaction at the future vendor presentations meeting, to that of the next day's RFP committee meeting. Linda establishes this shift with her anticipation of a possible objection from the (new) committee members: "'We can care less how you can search, we care more about X, Y, and Z'" (lines 5-7). Such an objection would thus target specific evaluation points that the vendors might address—a performative design issue in the argumentation of the evaluation activity. However, Linda's abstract 'X-Y-Z-way' of addressing this potential disagreement announces the later topic shift in line 17 to her stance regarding the *pragmatic properties* of the interaction through which the possible evaluation criteria might arise—a pragmatic design issue about the effectiveness of the meeting interaction during the vendor presentations. This focus shift from the message content to the process

of message production shows Linda's theoretical insight that in communication, process in fact shapes content (Aakhus, 2001). It is an insight that continues to animate her disagreement-management strategy throughout the rest of the excerpt.

Note that Linda's disagreement-management strategy appears truly 'agnostic' about the kinds of content that the committee members might contribute for the vendor presentations. This was different in Excerpts 6.2 and 6.3, where she would explicitly direct the process planning towards her preferred outcome of maintaining the shortlisted vendors for further evaluations. In those excerpts, the need for organizational effectiveness 'biased' her disagreement management in terms of a concrete, propositional design outcome. It can be said of those cases as well as the one here in Excerpt 6.4, that Linda is maneuvering strategically in the disagreement expansion to meet institutional as well as organizational goals. However, in the present case the organizational preference only concerns the interaction's pragmatic design. Assuming that they will manage to maintain the top-three proposals at the next day's meeting, Linda's interest for the later vendor presentations meeting is in shaping just the right kind of disagreement to have that will select from among those three the best vendor for the University.

This interest is thus not about the specific issues around which she wants the vendors to build their cases, but about the committee members' individual commitment sets that she wants them to have as they evaluate these cases. The reasoning behind this kind of pragmatic disagreement management surfaces in lines 19 through 30. Linda explains that to prepare a list of items and questions in advance for the vendors to respond to would not be preferred, because she reasons that this course of action would not get the committee members' "buy-in," or their active involvement in the critical

assessment of the vendor presentations. With such reasoning she contributes to the

adaptation of argumentative commitment sets that need to become more complex for the

institution of contracting. Especially telling in this strategy is when Linda says, "then

they think it's in their thought even though we're driving it" (line 23). Indeed, as Linda

formulated during an interview one week before the planning meeting, "I wanna make

the committee think they're deciding" [FN 28, 142-143].

Lines 24-39 again show Linda's concern with the design of the vendor

presentations meeting interaction; first of the pragmatic type (e.g., "If they say, 'this is

important to me'" in line 29), and then from lines 31 to 37 of the performative type (when

she gives examples of which specific performative design issues are important to her,

"from a management perspective"). The distinction of "stuff" that will be important to the

committee versus to them (lines 37-38) brings Linda's design focus back again to the

RFP committee meeting and how she wants to use it to build the right commitment sets

for her preferred activity at the later vendor presentations meeting. She wants to let the

committee members develop the issues themselves that they want to see addressed by the

vendors, if need be by asking them leading questions at the committee meeting (of which

she gives examples in lines 40-44) in order to prepare them to "hammer" the vendors at

their prospected presentations.[59]

The talk of Excerpt 6.4 exemplifies how richly complex an RFP's disagreement

space may become. What is most striking when trying to find order in all this complexity

is that almost all of the talk is meta-communication about other meetings in the process's

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[59] In several respects, then, Linda's task as a buyer is similar to that of the GDSS facilitator, as Aakhus (2001) characterizes it: "The facilitator must figure out, for example, how to lead without leading, participate without participating, and to implement procedures without coercing their acceptance" (p. 343).

past and future. Additionally, the issue structure ordering all this communication-design work reveals a native appreciation of how pragmatic-design concerns need to be considered in order to adequately address the performative design of institutional interaction. Although the vendor presentations type of meeting is institutionally common in the RFP evaluation stage, its orchestration unfolds according to principles of rhetoric and argument and not of bureaucracy (cf. Aakhus, 2001). That is, the preparations for the meeting are not about applying pre-specified institutional or organizational rules and procedures, but revolve around the anticipation of potential objections and disagreements concerning (implicit) claims; first, about the propositional outcomes that the evaluations will eventually produce; second, about the topics and communicative acts that will contribute to producing these outcomes; and third, about the detailed activity context that should ensure that the ways in which the communicative acts will lead to evaluation outcomes will be considered effective and legitimate.

The strategic construction of this all-encompassing hierarchical structure of potential and actual design disagreements makes for a systemically rational contribution to CCO phenomena. This is only possible because design practitioners can innovatively shift the (imagined) interactional object of their design efforts between present, past, and future events, and between discursive, technological, and social design materials. The insight about communication-design rationality adds a unique angle to other works that have variously inspired and developed CCO accounts, most particularly by Giddens (1984), new institutionalists such as DiMaggio and Powell (1991), and by Taylor and Van Every (2000, 2010) and their colleagues. The potential of this study's disagreement-management perspective to explain the communicative construction of organizations and

institutions resides in the ultimate shift of the interactional design object that happens in argumentation about pragmatic design: The reasoned shift that links local performances of past, current and future arguments about process effectiveness or legitimacy to the organizational accomplishment of the encompassing institutional activity.

Preferred Communication Design Outcomes of the Office Supplies RFP

So, what were the results of all the pragmatic and performative design work that structured the RFP planning meeting of Linda, Dara, and Neima? Besides a practical interest in the case, this question inquires about the structuring potential that communication design efforts have for activities and decisions later on in the process. An interview with Linda indicates that, at face value, she appears to have accomplished her interactional goals for the RFP committee meeting; she achieved her preferred courses of action. She also articulates another aspect of her strategy for the vendor presentations meeting. As a later interview with her after that meeting will point out, her disagreement-management strategy also anticipates possible design disagreements that might take place even after the contract has been signed and implemented.

Communication design outcomes and rationales at the RFP committee meeting

The actual committee meeting for which Linda, Dara, and Neima held their planning meeting took place the day after, March 16th 2010. The transcript excerpt below is from a follow-up interview with Linda, conducted on that same day.[60] Her responses indicate contentment with the meeting's proceedings: The committee members displayed the right commitments for her preferred evaluation activities, and they discussed the pragmatic design principles for the vendor presentations meeting. More significantly,

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[60] Since the researcher did not receive the required consent from all meeting participants, no direct observations or recordings of the meeting interaction could be made.

Linda regards the meeting success as an accomplishment of shaping and disciplining the interactional disagreement expansion.

Committee commitment for effectiveness and legitimacy. After the researcher's question, "back to the meeting, how was it?" Linda responds that she feels "re-energized by this group," and describes the meeting contributions of the committee members as follows:

Excerpt 6.5: Transcript of an interview with Assoc. Director Linda [IT 3, 129-139]
1. Um, they were very um, intuitive. They kind of bought into the policy… just kind
2. of what I want them to do – without asking too many questions like you know,
3. "Can we see all the RFPs? [*sic*]" or "Why can't we give an opinion?" That was
4. my biggest fear… "We've eliminated some, why can't we see them?" And they,
5. you know, I walked it through, Dara did a good job of saying "Okay, here's kind
6. of what we did and we needed help." They seemed okay with that. So I think that
7. put us in a good playing field to start. And they were very intuitive. So, you know,
8. we started to go through the analysis. The first thing they said, "Oh, what stands
9. apart from these guys?"

Linda's observation in line 1, that the committee members "bought into the policy," aligns with the view that she developed during the previous day's planning meeting with Dara and Neima; that accomplishing her preferred evaluation activities is a matter of getting the committee members' "buy-in" (Excerpt 6.4, line 19). In order to do the final evaluations based only on the proposals of the shortlisted three vendors, she had to secure the (new) committee members' cooperation with her plan. It appears that she resolved this pragmatic design issue in her favor, as the members did not put forward the kinds of objections that she had feared (lines 2-4), which could have resulted in the time-consuming activity of re-evaluating all eight proposals. Instead, the members asked the 'right' question about the top-three proposals (lines 8-9) that initiated Linda's preferred evaluation activity, which she appears to attribute to her own and Dara's planned presentations of the evaluations to-date (lines 4-8).

Linda's disagreement-management strategy appears to have worked, given that she has successfully prevented re-expansion of the narrowed-down disagreement about an issue of the contract's propositional design: The contract will indeed go to one of the three shortlisted vendors, and not to one of the five others. She directed the discussion at the committee meeting so that the members asked the question, "Oh, they're all the same [referring to the top-three proposals]. What's going to set them apart?" [IT 3, 158-159]. The performative design of this question afforded the preferred commitments and activity that by pragmatic design should warrant not only the legitimacy of the further evaluation process, but also its effectiveness given the less time-consuming focus on the three preselected proposals only.

Strategic vendor manipulation by question formatting. Linda's interview account of the committee meeting also presents another opportunity to see how she situates this meeting within the ongoing RFP process, and particularly in relation to the vendor presentations meeting that she is planning to have next, in a few weeks time. The vendor presentations should facilitate further evaluation of the top-three proposals by having the bidders provide the committee additional information. As Linda had planned together with Dara and Neima during the planning meeting the day before, they used the committee meeting to prepare the members for this next upcoming meeting. As she continues her report of the committee meeting, Linda formulates her design rationale for the vendor presentations without a directed prompt from the researcher:[61]

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[61] Since the researcher was not present at the RFP planning meeting that Linda had with Dara and Neima (it was audio-recorded in his absence), Linda may have felt during this interview that she still had to tell him about her rationale for the vendor presentations.

Excerpt 6.6: Transcript of an interview with Assoc. Director Linda [IT 3, 196-216]

1. Linda: So, we talked a lot about how we're going to pose the questions to the
2.   vendors.
3. Res.: Mm-hmm.
4. Linda: In the presentation, like that's when we're going to hold back and not give
5.   them a chance to prepare for it. We're going to ask them the question, so
6.   that, we get their response. Because it's not—if we, tell them to prep,
7.   they'll come in with what they wanted—what we want to hear.
8. Res.: Mm-hmm.
9. Linda: So if we say, "Well, what's your policy on substitutions?" "Oh, well, you
10.   know, we'll substitute it if—if that's what you want." Well if that's the
11.   first answer out of their mouth, the committee's going to be like, "Wow."
12.   But if they say, "Well, we work closely with the customers, and if they
13.   don't want substitute…" There's a way to say it, and if you give them the
14.   time to prep it, they'll prep it. If you hit them right on the mark, they're
15.   going to give you exactly what their company policy is on it.

In this excerpt, Linda reports on a distinction that she discussed with the committee (lines 1 and 2), between two possible formats for posing the questions for the vendor presentations meeting. Before and after the excerpted part of the interview, she elaborates more on the actual questions themselves to which the committee seeks answers (e.g., about the vendors' practices with substituting a comparable item for the actually ordered item, which Linda uses as an example in lines 9 through 15). However, of interest here are her performative design claims about *how* she prefers to put these questions, and her pragmatic design claims about the rationale of her preferred question format. In lines 4 through 7, she formulates this rationale, which can be reconstructed as follows: 'If the committee gives the vendors their questions in writing in advance of the meeting, then the vendors will prepare and formulate their answers a way that they think will sound favorable to the committee, whereas if the committee orally poses their questions unannounced during the vendors' actual presentations, then the vendors will answer more sincerely as they will have no chance to prepare the institutionally preferred answers.'

Later on in the interview, when Linda lays out the remaining preparations for the vendor presentations, she indeed distinguishes two separate lists of questions that need to be drafted in specific ways to manipulate how the vendors will respond; "questions we want the vendors to prepare for, [and] a list of questions for the presentation that they won't have" [IT 3, 365-366]. This is a form of pragmatic design that strategically arranges the materiality of the upcoming meeting interaction to produce a different form of communication than might ordinarily be expected. Like other interactional and institutional affordances in contracting, the lists of questions facilitate designing particular issues in and out of the disagreement. But these materials further distinguish which issues in the disagreement will be decisive or less decisive, easily or less easily retrieved, more or less accountable, and so on. Thus, the outcomes of design conversations are not just neutral representations of how the conversation language happens to materialize into texts with frame knowledge for further conversation (as in Taylor & Van Every, 2000). Rather, they are strategic instruments for the design of further disagreement expansions, constrained in a co-designing context of interactional and institutional influences.

Communication design outcomes at the vendor presentations & final evaluation meeting

The vendor presentations meeting took place on April 5th, 2010, at which 'finalists' Bureau Supplies, Hendrix Ltd., and Paper Joe orally elaborated on their proposals in front of the expanded RFP committee (consisting of 15 non-Purchasing members in addition to Linda, Dara, and Neima). The question here is again what became of the communication design efforts by Linda and colleagues, from the preparatory meetings leading up to this one? Linda organized the meeting to take the entire day, with

the three consecutive presentations in the morning, followed by lunch for the committee

members, and then final evaluation activities with the committee in the afternoon.[62]

During the follow-up interview two days later,[63] Linda comments, "I don't think I've

talked so much in my entire life the last three days" [IT 4, 41-42]. Her further interview

responses indicate that the committee members displayed the kind of engaged, critical

attitude towards the proposal presentations that she had prepared and cultivated in the

past two meetings. The following analysis shows how these orchestrated commitments

provided key affordances for Linda's design of the final evaluation activities that day

[bracketed line numbers refer to the interview transcript IT 4 unless indicated otherwise].

    Critical argumentation orchestrated. In addition to the members' commitment

sets, recall that Linda had designed a list of questions that she shared with the vendors in

advance of the meeting, and a list that she wanted them to answer unprepared. The

critical intention behind this strategy clearly resounds in her accounts of the presentations

and the committee members' responses to them. For instance, "I was surprised at the

complacency that Paper Joe showed here. And the committee picked up on it" [87-88].

Or about Hendrix Ltd., "they came in with that typical sales person approach, 'Well, we

can do this, we can do this, we can do that, we can do whatever you want because we

own the company.' 'Yeah, really.' And the committee picked up on that" [186-190].

Now, the goal in this analysis is clearly not to attribute causality claims to interview

accounts of what was planned in one meeting and what was then reported to have

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[62] In her preview of the entire meeting day, Linda shows that also the lunch served her communication design goals for the day: "that's always a good thing. You feed them, they stay" [IT 4, 20-21].

[63] Since the researcher did not receive the required consent from all meeting participants, no direct observations or recordings of the meeting interaction could be made.

happened in the next. Rather, it should be emphasized that Linda had taken stock of the kinds of critical objections that might become relevant at the vendor presentations, and then designed the meeting to draw out those issues that she needs the committee members to evaluate critically based on their professional expertise.

This disagreement-management strategy continued in the orchestration of the live ongoing interaction at the meeting. For instance, Linda comments on how she managed the troublesome attitude by the Hendrix Ltd. sales reps described in the last quote above: "I try very much in these conver- in these eh, meetings not to speak very much. I want the committee to do it. I'll jump in when I see them going off-track or when I see somebody makes a point that I think needs to kind of be honed in. But the committee picked up on that themselves, and said you know, they had concerns about that piece of it" [192-197]. Note that Linda's account of her own, restrained meeting behavior suggests her effort to "lead without leading" (Aakhus, 2001, p. 343)—a characterization of what it means for a buyer to manage an RFP committee, which is similar to the task of Aakhus's GDSS facilitators.[64] More importantly, this is one of Linda's many appreciative appraisals that she shared about the committee members' proactive argumentative conduct during the evaluations (in line with her earlier strategy of pragmatic design).

Evaluation-procedural legitimacy justified. During the final evaluations in the afternoon, Linda tried "to force them to make a decision while they were still in the room" [16-17]. To facilitate this final decision-making activity, Linda combined several different instruments. Between the presentations, she did "a quick ten, fifteen minute

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[64] Linda's task also appears similar to that of third-party dispute mediators in legal adjudication settings, where the communication-design challenge is: "How can a mediator manage arguments without making arguments?" (Van Eemeren et al., 1993, p. 119).

debrief after each vendor just to say, 'what were your thoughts, what did you think?' Get everybody's impressions while they were fresh" [28-31]. Then after lunch, the members completed their own 'scorecards,' to "rate the presentations as well as the proposals based on the summary spreadsheet that [Linda and colleagues] provided them" [26-28].[65] After Linda gathered all scorecards, she first took a "straw poll, (…) and surprisingly enough, more people in the room wanted to go with Bureau Supplies" [49-51]. Linda is careful to explain why she first gathered the scorecards and then took the straw poll: "Because what I didn't want was the committee to sway themselves at that point. I wanted to see, based on everything that they absorbed, how they rated the vendors. So by having that independent measure already in my hand, I could then ask the group, by show of hands, what did everybody think. Because I didn't want somebody to feel like, 'Okay, if I'm going to raise my hand, I'll better change the scores on my scorecard'" [99-105].

As may be evident, while narrating the meeting's happenings to the researcher, Linda continuously tailors her account of the evaluation activities to the possible objections that could be raised against their legitimacy. After the straw poll, she entered all the numerical scores from the scorecards into an Excel spreadsheet prepared with formulas applying the relative weights of the evaluation criteria. As a display of transparency, she showed this procedure to the committee by projecting it live on a screen. While she is explaining this, she addresses another potential legitimacy concern: "That's why after I did it—because I had to do it on the spot, and because it's not a simple, mathematical equation, I wanted Shelly, who was completely not even involved

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[65] These 'scorecards' are the same type of numerical evaluation tools as discussed in Chapter 4, on which Lena had strategically reflected, "I want the numbers to be reflective of what the committee feels" [IT 20, 647-648], and Derrick: "Sometimes the numbers lie" [FN 13, 115].

in it, to review the spreadsheet because then this will give me verification that what I put in was correct" [500-504]. Regardless, the unverified result of the scorecard computation showed that "basically, the two vendors, Hendrix Ltd. and Bureau Supplies, actually are neck to neck in the scoring" [48-49].

Linda critiques this close result: "It's a risky run when you do a scorecard because it's subjective" [512-513]. Since committee members may interpret the scorecard values differently, she explains, she also "push[ed] the committee into the conversation. 'Why do you feel that Bureau Supplies is better? What are the points?' And they all had very legitimate reasons for, you know, 'their website was, we saw what was currently on the website. So, it's not going to be a re-implementation of the website ten months down the road'" [525-530]. Other factors that Linda lists the committee members discussed in favor of selecting Bureau Supplies are pricing, delivery methods, and customer service. Linda explains that she orchestrated this discussion in addition to the straw poll and the scorecards because it provides an additional verification of the final committee decision. Thus, as part of Linda's self-directed narrative of the meeting interactions, she explicitly accounts for the pragmatic design rationales behind the performed evaluation activities. Her natively normative view implies an argumentative awareness of possible external doubts about the legitimacy of these procedures.

Future designing coalition forged. Linda discusses another rationale for the combined evaluation instruments and activities that reaches farther into the future than the eventual evaluation result. When the researcher asks her whether she would have taken the scorecards result as conclusive, had it been more discriminative in vendor rankings, she answers: "Um, I think I probably still would have done a hands vote

because I wanted to identify who in the room wanted which vendor. Because the last

thing I want to do with a committee is make them walk away feeling like 'my opinion

didn't really matter'" [958-961]. So as before, Linda appears concerned about the

committee members' individual judgments of the evaluation process. Her above and the

following accounts suggest that she wants to conduct the proposal evaluations with the

committee, abiding by standards such as transparency, neutrality, self-determination, and

non-coercion. In what she explains next, she associates this normative investment with

the committee members' future roles in ensuring contract compliance after the new

contract has been implemented:

Excerpt 6.7: Transcript of an interview with Assoc. Director Linda [IT 4, 966-1001]
1. Linda: I want to pull those stragglers in to say, "Okay, maybe Bureau Supplies is
2. the right approach." And it was funny because one person was like, "The
3. majority rules." I'm like, "Yeah, but I want to make sure that everybody in
4. the room is comfortable." You know, I want to see a unanimous in this
5. hands vote because then I know what we've decided as a committee;
6. we're all buying into. Not that, "Okay, the majority ruled, but I didn't vote
7. that way so I don't know why the University is doing this." I want that
8. group to feel very invested in this process.
9. Res.: Yeah. And so at the end of that discussion you had another hands vote?
10. Linda: Yep. And they all agreed to move forward with negotiations with Bureau
11. Supplies. Whether it was peer pressure or not, they all raised their hand.
12. Res.: And why is it so important for all of them to be invested in this decision?
13. Linda: Because they're going to be our first line of defense, for a lack of a better
14. word, our first line of promotion. So, I want that group to turn the switch
15. day one. And I want anybody who reports to them to switch, to flip the
16. switch.
17. Res.: Yeah.
18. Linda: So, it's very important for them to feel like, "Yeah, I've made this
19. decision, so we're going to comply with what I've said we're going to
20. do." And then if they comply and are happy, then word of mouth
21. circulates because in this University people talk. And they have these
22. business manager meetings they love to sit back and "didididididi." So,
23. the more "didididi" that's in my favor, the better we are going to be with
24. this contract. [laughs]

It is striking how these last seven lines reveal Linda's regard of success in contracting as a function of interlocking, polemic organizational conversations. One important measure for success in the contracting process cited by various buyers of different commodities is that of contract compliance.[66] Linda connects this institutional goal directly to communication events at the University where disagreement about the usage of the contract may arise, and where affordances may be available to influence the shaping of these disagreements. As such, she is again concerned about crafting a designing coalition (Schön & Rein, 1994), just as she was in the preparations for the first RFP committee meeting with the expanded committee. However, whereas her concern in that situation was geared towards building "a good playing field to start" (Excerpt 6.5, lines 6-7) with the final round of proposal evaluations, she now foresees the need for an alliance to help promote and reinforce the contract after it has been implemented. The need to create this "first line of defense" (Excerpt 6.7, line 13)—like the good playing field—concerns the legitimacy of the contract decision, which thus needs to be argued by the same actors that were involved in constructing it.

Linda bases her pragmatic design strategy on an argumentative understanding of the origin and function of that legitimacy. The potential "stragglers" (line 1) could pose objections against the contract once established, so she avoided the majority-based

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[66] Linda mentions on several occasions that the contract for office supplies will at most reach an estimated 80% compliance, even though it will be managed as a 'preferred-supplier contract.' During an interview about the office supplies RFP, Purchasing Director Chris laments about the inability in university contracting to force 100% contract compliance by executive decree: "Unfortunately in this kind of environment of higher education that's almost like a death sentence or something" [FN 57, 52-53]. Individual departments at the University operate with sufficient independence to order their commodities from suppliers that are not preferred by the administration. This constraint is perhaps most striking in the travel RFP. Purchasing Assistant Carina writes in a report of her interviews with travel managers at other universities that are using online travel systems: "Although many universities do not mandate the usage of the travel site, it is shown to be successful with a 50% travel user rate." Apparently, 50% is high contract compliance for the commodity of travel ordering systems.

decision making that one member suggested for the final evaluation activity (lines 2-8).

Linda thus understood during the meeting that the pragmatic design function of the

argument she was constructing jointly with the committee would stretch out into the

future, beyond its immediate purpose of proposal evaluation. The process orientation of

this analysis is not strange to Linda's native understanding; her pragmatic reasoning

showed the kind of analytical awareness of contracting as an argumentative activity, and

this in turn is explanatory of the constitution of both the communicative process and the

ensuing organizational reality of Jansen Purchasing.

In other words, this practitioner's native strategy connects past, current and future

pragmatic design claims about process effectiveness or legitimacy to *performative design*

claims of the ongoing activity. Together, these two types of design claims manage the

production and performance of *propositional design claims* about possible states of

affairs in the University's supply chain. As such, the three design issue types structure the

organizational accomplishment of the encompassing institutional activity.

Conclusion

This chapter introduced the reader to Linda, an influential actor at Jansen

Purchasing and an extraordinary character. After she was hired as new Associate Director

(ten months into the fieldwork phase), her professional assertiveness inspired both respect

and intimidation among her new colleagues. The following field note shows how she

would also impress the researcher with her spontaneous yet thorough reflections on the

work at the Department. It was two months after she started, and the encounter was at

first just small talk about her experiences so far:

> We continue talking about how her work is going, last Monday's team meeting,
> etcetera, and Linda eventually invites me to sit down. She pours out evaluations,

reflections, and projections of her work, as I have come to expect from her. I can't help thinking that she really acts as a "reflective practitioner," as Donald Schön defines it, but then more on a management level. She is continually concerned about the "work habits" of the Purchasing staff, and the procedures and technologies that are being used. [FN 24, 12-17]

Given this natural tendency to critically reflect on the means and ends of her practice, Linda became a valuable informant to the researcher. Her elaborate narratives (in research interviews and naturally occurring meetings) revealed much of the pragmatic reasoning of disagreement management reconstructed in this chapter. However, on a methodological note, Linda's dominant voice in the analysis should not be understood as if it only skews the discursive reports of a practice that is 'out there.' Rather, following a more phenomenological point of view (Berger & Luckmann, 1967), her situated accounts *are* the practice. They form the discursive constituents of the contracting process that this study reconstructs, and they are the collective's accounts at least as much as they are her own. From her vantage point as a newcomer to Jansen Purchasing, yet as an experienced participant of the wider contracting institution, Linda knew where to look for the interactional building blocks that had become self-evident to her more integrated colleagues. Akin to Garfinkel's (1967/1984) documentary method of interpretation, her interactional engagement of the disagreement management of contracting both constructed that practice and made it public to her co-interactants and the researcher alike.

The picture that thus arose contributes to this study's communication-design account of contracting as a practice for producing and maintaining purchasing contracts through the orchestration of three distinct types of design disagreement. Starting (in Chapter 4) with Derrick's insight of an RFP's 'standard questions' and the degree of

formality with which they are answered, continued with further investigation of

contracting actors' discursive and interactional reasoning about the forms and rationales

of these procedures, the analysis produced the argumentative constituents of the practical

activity in terms of the three design issue types.

A most essential insight is that the contracting process is not only *produced*

through unfolding institutionalized patterns of disagreement expansion; it also is *about*

those disagreements and how they expand and ought to expand in interaction. The three

design issues typology captures this neatly. Whereas an RFP's centrally motivating issue

will remain the *propositional design* disagreement of which vendor should be awarded

the new contract, the arguments that actors construct to address this issue are almost

exclusively about *performative* and *pragmatic design* of the actions, procedures,

instruments, and activities that produce and question argumentative claims for possible

resolutions of the issue.

As the field observations, interview accounts, and meeting transcripts of this

chapter pointed out, contracting interactions indeed consist of many implicit and explicit

forms of meta-communication, targeting alternatively the arguments, the arguments about

arguments, and the arguments about argumentation. Reconstructing all these arguments

as serving distinct disagreement-management functions shows how contracting actors

accomplish the ongoing construction and interpretation of their intricate interactional

complexity. It draws attention to the central role of communication-design rationality in

the constitution of the process and its enactment of institutions. The systemic reasoning

about how the various design issue types mediate contracting disagreements and

activities acts as a guide that structures the process as a tight-knit web of conversations spreading out in all directions of the experienced time-space continuum.

The potential of this disagreement-management account to advance theorizing about the communicative constitution of organizing in a more normative/rational direction centers on the roles that pragmatic design issues fulfill in the contracting process. These issues concern the organizational effectiveness and institutional legitimacy of actions, instruments, and techniques performed and applied in contracting interactions. Their argumentative uses question and produce the warrants for how these performative components render the final propositional resolutions acceptable. They so generate implications for the involvement of a variety of potential actors or stakeholders, and for the potential proliferation of other meetings and encounters beyond the local circumstance. The associated concerns with organizational effectiveness and institutional legitimacy recursively pattern the live unfolding interaction and the past and future interactions implicated in the argument. Contracting actors accomplish this patterning by shifting the interactional object of design between the numerous interactional and institutional materials that can be imagined or are locally available. Furthermore, these shifts are facilitated and structured by the three hierarchical design issue types, which function as the immediate objects of orientation around which the argumentation revolves.

These analyses pose two important theoretical questions for the developing disagreement-management account of contracting and more generally for the design stance toward communication. First, if the contracting process is constructed through communication design work which is about selecting and constructing a preferred form

of communication from among sets of interactional alternatives, then what are these forms of communication? What do they look like in action and how do practitioners and analysts talk about them? The analysis of the Campus Center RFP (Chapter 5) showed the simple difference between having and not having certain types of meetings (e.g., the pre-proposal conference and the public bids meeting), and that the choice between these two options depended on how the practitioners reasoned about the utility of the meeting type in shaping the disagreement. However, it also revealed that individual actions performed by actors during the pre-proposal conference were based on different presumptions about what is acceptable to do in that type of meeting. This was evident in the episode where the two bidders offered to show Derrick and Andrew pictures of their food concept, which they could not accept without making themselves vulnerable to accusations of partiality in the competitive bidding process. The actors of this episode were pursuing qualitatively different forms of activity, which is more complex than the consideration of whether or not to have a certain meeting.

Also in the current chapter's analysis of the office supplies RFP, there were clear instances of competing courses of action that different actors tried to instantiate for the same meeting. This was of course evident in the RFP planning meeting when Dara suggested to re-do the evaluations of all eight received proposals during the upcoming RFP committee meeting. But such competition between forms of communication may also occur during the proceedings of an ongoing meeting, such as during the final evaluation meeting when Linda had to resist the suggestion from a committee member to decide on the bid by way of majority rule. So how do the contracting actors recognize

and evaluate these different forms of communication? What are the different forms and how do they get instantiated or not?

A second question that yet needs to be addressed is that of 'preference structures' among the alternative forms of communication. In both the analyses of Campus Center RFP and the office supplies RFP, the managerial preferences were privileged over those of others in identifying what was organizationally or institutionally preferred. The word of Derrick and Andrew was chosen over that of the bidders that tried to influence their decision making, and the word of Linda was taken to define organizational preference rather than the voices of Dara and another committee member when they each suggested different forms of communication for the bid evaluation. However, the essentializing assumption needs to be avoided that there should always be one course of action that will be more institutionally preferred than other activities for contracting. Therefore, the following chapter will investigate instances with conflicting preferences regarding which of the available forms of communication should be instantiated, in order to understand how these alternatives are negotiated relative to the different preferences and interests involved in contracting. The role and functioning of the three design issue types will be further elucidated through the discussions of Chapter 7. And finally, these discussions will also direct the analysis towards the process breakdowns or the pressing "communication problems" of the Purchasing Director's practical interest.

Chapter 7: Process Breakdowns of Supply Chain Contracting

"Linda likens purchasing to flying a plane with two broken engines; there is a need to repair the engines while at the same time you have to keep the plane flying." [FN 20, 55-56]

--Field note of an interview with Linda Delgado, Associate Director of Purchasing

The concerted production of a purchasing contract at Jansen University was seen to develop through the active management of disagreements that do or might arise in the process. With the ultimate goal of defining new supply chain relations and operations through the propositional contents of for instance an upcoming purchasing contract, contracting disagreements were seen to develop into sub issues about how the central propositional issues should be decided. At any time in the ongoing interactions, issues may be called out about which actions should be performed towards the resolution of the propositional issues, or about the encompassing activities or courses of action that warrant the justificatory legitimacy of those individual actions. The propositional, performative, and pragmatic issue types constitute the relevance structures of a contracting process that is designed to overcome obstacles on the road to propositional issue resolution. This study's practical interest in breakdowns of the contracting process thus draws attention to occasions when disagreement management efforts do not appear to overcome such obstacles; when the disagreement does not expand towards the legitimate and effective resolution of central propositional disagreements.

The complexity of such breakdowns becomes quite challenging, given the already immense complexity of issues that arise in contracting, and the methods and procedures that get invented to manage them. The obstacles that need to be overcome in resolving

propositional design issues are themselves disagreements about how common issues need to be resolved. Communicative responses to these communicative obstacles pose meta-communicational concerns that in turn can only be resolved through communicative interventions and their adequate management (through communication). Looming on the surface of this analysis is the trapdoor of infinite regress. How can one deal with this analytic complexity in a way that is sensitive to actually occurring problems of contracting and yet systematically distinguishes operational successes and breakdowns?

The normative judgment projected in the Purchasing Director's request to study recurring communication problems in the contracting process poses meta-theoretical questions about the status of rationality in social scientific versus native accounts of practice. This study's commitment to naturalistic description of practice problematizes the goal of passing normative judgments of that practice. The disagreement-expansion analyses reveal situated ideals of contracting, as well as situated problems. This is a markedly different approach than the one taken by the academic field of supply chain management (SCM), which produces algorithms and generalized models of supply chain optimization. Practice deviations from such models are then denounced as irrational, consistent with a tradition that Heritage (1984), citing Bloor (1976), identifies as "the 'sociology of error' which arises whenever the attempt is made to grant an absolutely privileged status to social scientific constructs of social reality" (p. 67). The problem with such normative determinism is the assumption that the scientific rules for rational conduct must somehow have been internalized by the participants of a practice. It does not consider how actors take up and construct the rationality of their own practice through their "frame by frame" (Heritage, 1984, p. 36) reflexive actions.

March and Olsen (1976) likewise reject a scientifically objective concept of rationality in their critique of rational models of organizational decision making. Organizational actions do not come about as a direct result of individuals' shared intentions or of their oppositional bargaining efforts. Instead, they contend, organizational decision making is a function of comparatively anarchic social processes in which problems, solutions, feelings, and conventions all vie for energy and attention in local and contextual choice opportunities. But even the contemporary pragma-dialectical theory of argumentation (Van Eemeren, 2010b)—although it acknowledges disputants' strategic considerations of a blend of normative dialectical rules, contextual institutional constraints, and individual rhetorical aims—its strict resolution-centric understanding of argumentative activity precludes pragmatically strategic uses of argument that are also shut out by traditional rational models of decision making.

The disagreement-management problems observed in this study cannot be adequately explained by approaches that pass *a priori* judgment of actions as either rational or irrational (as in the sociology of error), or that evaluate argumentative actions in terms of how reasonably they contribute to the resolution of a difference of opinion (as in resolution-oriented accounts of decision making). What to think of the buyer who actually invites a rejected bidder to formally protest the rejection of his proposal so that he will not attempt to negotiate a more attractive modification of his bid? Or what about the junior buyer who does not initiate the usual RFP planning activities after clarifying the commodity request through a customer survey, but takes a side-step by asking her boss for the assistance of a more experienced senior colleague? In both cases, the individual actions might appear irrational from normatively deterministic or resolution-

oriented approaches to decision making, and yet their observed occurrences were found to be rational responses to the pragmatic design issues of their contingent situations.

Such contingent problems and their creative argumentative solutions need to be understood in terms of how they develop in actors' native reflexive actions, accounts, and evaluations—following the reasoning of ethnomethodology (Heritage, 1984), but also of grounded practical theory (Craig & Tracy, 1995). A disagreement-management analysis establishes such a native or 'emic' account of the practical problems, because it incorporates what actors themselves perceive as problematic argumentative units of analysis. The three-issue typology of propositional, performative, and pragmatic design issues reveals argumentative order in the complexity of the expanding and overlapping contracting disagreements, which forms a systematic basis for the analysis and evaluation of problems or breakdowns in the process.

The resulting analytical treatment recognizes that breakdowns emerge as byproducts of the 'designing system' (Schön & Rein, 1994), as they are constructed through the design efforts of contracting as much as more preferred products such as purchasing contracts are. For example, recall the disagreement about RFP distribution that delayed the Campus Center RFP process. The survey instrument was designed to address the disagreement about which candidate vendors to include in the RFP, but then it produced another disagreement given the wealth of different suggestions that it produced. Although the slight process delay was not quite a breakdown, it shows how problematic aspects arise interactionally as part of planned pragmatic strategies for disagreement management.

The "communication problems" that the researcher was asked to investigate at the Purchasing Department (and others that arose in the course of the study) involve breakdowns of the contracting process that all have to do with difficulties encountered in the management of increasingly complex disagreement spaces. Besides the practical motivation to investigate these breakdowns for offering practical advice, the observed breakdowns also help answer the questions how preference structures arise in the contracting process among possible courses of action; what a 'course of action' entails through the lens of protracted contracting disagreements; and more generally, what happens when disagreement management falls short of constituting a legitimate and effective contracting process. The problematic occurrences of breakdowns present occasions where disagreement management will become more explicit, offering fertile empirical grounds for addressing the above theoretical questions.

By integrating Levinson's (1979) view of activity types into the disagreement-management analysis of process breakdowns, this chapter builds further support for the view that work routines, instruments, and procedures are tools and products of strategic reasoning about possible forms of communication with preferred or dispreferred outcome effects for the propositional disagreements central to contracting practice. Analyses of different breakdown types point out that the pragmatic dimension of contracting is seminal to the constitution of the practice through disagreement design. Activity types emerge in the analysis as tools of contestation and control in disagreement management, and preference structures as constructed through disagreement about activity types and their affordances for actions and outcomes. Each breakdown case gives a new perspective on how the three design issue types become involved in these disagreements, and how

they may result in different types of breakdowns that call for different kinds of design responses.

The first section of this chapter presents four different types of process breakdowns observed in this study, each of which will then be illustrated in the following sections, in the contexts of the RFPs for travel, campus buses, office supplies, and a bike share program. The final section before this chapter's conclusion reconsiders the concept of 'breakdown' through a discussion of the ways that breakdowns are actually constitutive of the contracting process.

Four Types of Process Breakdowns

The contracting process breaks down when the disagreement does not expand towards the legitimate and effective resolution of the propositional disagreements at hand. This study's emic normative approach identifies conditions that frustrate or threaten the institutional point of contracting. Breakdowns occur in the contingencies of propositional, performative, and pragmatic design issues as these get addressed in the ongoing systemic disagreement expansions of contracting. They are not necessarily attributable to individual actors, and neither can they be typified in terms of specific contracting moves that are always considered defective (as in normative argumentation theories; e.g., Van Eemeren & Grootendorst, 2004). The contracting process exists by virtue of likely difficulties that are or may be encountered in the practices of managing supply chain procurement. It calls for an understanding of breakdowns in the context of their emergence and possible resolution. One key distinctive criterion for the four different types of process breakdowns found in this study is how they relate to contracting activity types.

Activity types in contracting

Contracting actors' pragmatic reasoning about the argumentative production of contracts includes normative considerations of how interactional routines, procedures, techniques, and instruments can be shaped to produce preferred disagreements and outcomes. Recognition of the functions of such tools goes hand in hand with their construction. Levinson's (1979) concept of activity types helps understand how this works. An activity type is "any culturally recognized activity … a fuzzy category whose focal members are goal-defined, socially constituted, bounded, events with *constraints* on participants, setting, and so on, but above all on the kinds of allowable contributions" (p. 368). In Jansen's contracting process, activity types are the focal objects of design in pragmatic design disagreements, as for instance Linda's strategic planning of activity at the vendor presentations meeting illustrated in the office supplies RFP (Chapter 6).

An activity type constrains how interactants interpret and construct meaning, action, and coherence (Jacobs, 2002), so it is of strategic importance to disagreement management to control how an activity type may be shaped and employed. An activity type's recognition in ongoing interaction is tacit, yet it normatively prescribes the acceptable performances and pragmatic preconditions of its constituent actions. In contracting, activity types rationally link ongoing interactions with its institutional practice (the production and maintenance of contracts). As such, they are instrumental in the selection, construction, and justification of courses of action and institutional procedures. Likewise, they are the subject of appeals in instances of resistance and contestation against contracting actions and decisions. They play key roles in the breakdowns discussed in this chapter.

Four breakdowns typology

Table 7.1 below presents four different types of observed process breakdowns, including the type definition and a brief synopsis of each concretely observed case in terms of its design issues, claims, errors, and objections. Each breakdown type can be defined relative to the various roles that disagreement-management activity types play in the contracting process. Below the table follows an explanation of each breakdown type. Of each type, two instantiations were observed, except for the *pragmatic design impasse*, of which only one observation was made. Although this renders the typology empirically tentative, its organization relative to the three design issues typology adds theoretical systematicity.[67]

The four different breakdown types differ in the ways that activity types can be intersubjectively accepted or contested, and the ways that they can be understood and carried out. The *pragmatic design impasse* constitutes an instance in which no definite activity types are being consistently defended or opposed through pragmatic design arguments, so that no shared understanding exists among contracting actors about what it is that they are doing or should be doing, and why. The ongoing interaction thus lacks pragmatic rationale required to adequately construct meaning, action, and coherence, and to generate strategies for future activities.

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[67] The performative design error of the CopyOne contract shows that the three design issue types and the four breakdown types also apply to contracting interactions in the maintenance of a longstanding purchasing contract and not only to the RFP process. However, its full analysis would not fit the scope of this dissertation.

Table 7.1: Four types of breakdowns of Jansen University's contracting process

Breakdown type	Case	Analysis of breakdown (and repair): design issues, claims, and errors
Pragmatic design impasse: *No pragmatic design claims regarding possible activity types are being defended or opposed consistently*	Travel RFP: RFP planning activities with Carina, Debbie, & Chris.	Carina (and her colleague Debbie) appear(s) unsure about what to do with the results of the end user survey, with the advise from other university travel managers, and with the organizational role of Neima, their senior colleague who used to manage this commodity (pragmatic design issue). Chris supervises their practice learning only marginally (performative design issue), until he assigns Linda to take over management of the commodity (pragmatic design claim).
	Travel RFP: RFP planning activities with Linda and RFP committee.	The (virtual) disagreements involved in coordinating three travel-related RFPs become too complex to manage within the time/personnel constraints (pragmatic design issue); the project is described as "side-tracked" after two years of intermittent planning activities (performative design error).
Performative design error: *Ineffective instantiation of an agreed-upon activity type*	CopyOne contract: Erin & account reps' disagreements about problems with ordering and invoicing practices. (full analysis not included; see footnote above)	The propositional design issues with ordering and invoicing cannot be resolved due to mutual unpreparedness of Jansen and CopyOne employees to engage in the activity types required for issue repair (pragmatic design objections to performative design claims). CopyOne tries out several replacements for its account representatives until it finds one who functions well in relation with the University and the Purchasing Department (pragmatic design claims).
Pragmatic design error: *Instantiation of a disagreeable activity type*	Campus bus RFP, bid protest, & lawsuit: University Transit sues Jansen, Linda, and others.	Pertinent details of the RFP get amended during the competitive bidding process, in deliberation with the two only bidders. Email discussions about the contract details continue throughout the RFP process (pragmatic design error). The incumbent vendor's bid gets rejected (propositional design claim), after which they launch a bid protest (performative design issue) and then sue the University and new supplier for collusion (objection to pragmatic design claim).

Table 7.1: Four types of breakdowns of Jansen University's contracting process (continued)

Breakdown type	Case	Analysis of breakdown (and repair): design issues, claims, and errors
Pragmatic design error: *Instantiation of a disagreeable activity type* (continued)	Office supplies RFP: Contract negotiations with Bureau Supplies only.	Linda only negotiates with one bidder at a time (Bureau Supplies), while keeping the RFP evaluation outcomes secret for other bidders (pragmatic design claim/error). Bidder Paper Joe challenges this strategy by attempting to open negotiations with the University (pragmatic design claim & pragmatic design controversy—below).
	Office supplies RFP: Paper Joe bid rejection meeting with Linda, Casey, & Dara.	Creative struggle during the bid rejection meeting, between Linda's preferred activity type of *cooling the mark out*, and Casey's preferred activity type of *contract negotiation* (pragmatic design issue). The disagreement remains unresolved during the meeting, but within two weeks Linda's pragmatic design goals appear to have been met, when Paper Joe formally requests more information about the bid evaluation (performative design objection to propositional design claim).
Pragmatic design controversy: *Protracted pragmatic design disagreement regarding possible activity types*	Bike share RFP: Final bid evaluation meeting with Lena, Chris, & RFP committee.	Creative struggle during the final evaluation meeting, between Lena and Chris's preferred activity type of *numerical bid evaluations*, and Simon and Roland's preferred activity type of *voting* (pragmatic design issue). The disagreement results in an adaptation of the numerical bid evaluation activity (performative design claim), so that it supports Simon and Roland's preferred evaluation outcome (propositional design claim).

In a *performative design error*, the activity type has been clearly recognized and agreed-upon, but it is not being instantiated in accordance with standards for its acceptable performance. As will be seen, the underlying reasons for the error may still be pragmatic, but they are not the outcomes of disagreement or ambiguity about activity type selection. The opposite is true for the *pragmatic design error*, where an instantiated activity type is subject to disagreement from one or more of its participants, regardless of whether or not the actual performances are in accordance with the contested activity type in question. The pragmatic design disagreement may be overt or covert, known to all participants or not; the disagreeable activity type is being instantiated either way.

In the *pragmatic design controversy*, the pragmatic design disagreement about which activity type to instantiate *is* known to its participants (if tacitly), and it leads to a deferral of the actual instantiation of any clear activity type, until the controversy has been resolved. It is in this type of breakdown that the negotiation of preferred and dispreferred courses of action becomes most explicit. Each of these breakdown types will be illustrated and analyzed through elaborate discussions of its observed instances in the various RFP cases of this study.

The Travel RFP: A Pragmatic Design Impasse and a Performative Design Error

The travel RFP process has been problematic throughout the two years that it was observed during this study, starting with the initial RFP drafting activities in January 2009, through interviews, user surveys, meetings, committee and leadership transformations, process suspensions, etcetera, up until the Purchasing Director's expressed hope in January 2011 that his Associate Director pick the inert project back up again. The RFP's representation in Table 4.1 shows that the activities never made it

beyond the planning & formulation stage of the RFP process. Table 7.2 below presents a plot summary of the travel RFP. This section discusses two breakdown types that contributed to the problematic developments of the travel RFP: a pragmatic design impasse and a performative design error. Together, these two cases illustrate that agreement about a process's performative design alone is not possible without agreement on its pragmatic design, but that pragmatic design agreement only is not sufficient for a process's acceptable performative design.

Pragmatic design impasse in RFP planning

The pragmatic design impasse type of breakdown is likely to occur when there is no clear pragmatic rationality guiding ongoing activity or suggesting alternative activity. It can be understood using a conversational analogy. Imagine a distracted conversationalist who is 'tuned out' of an ongoing conversation, but pretends to be 'tuned in' by performing the minimal conversational acts that the normative routines of conversation require. For instance, only marking *transition-relevance places* in the conversational partner's talk (Schegloff, 2006) with utterances such as, 'Uh-huh,' 'Hm,' 'Yeah,' or mere nods of the head. This tactic may keep the aloof conversationalist out of interactional trouble if s/he is lucky, but knowing full well that this is not how conversation works—although the sequencing rules model of CA's turn-taking system implies that it does. As Jacobs and Jackson (1989) point out, "[a] sequencing rules approach portrays the basis for organizational coherence as residing in sequencing conventions that operate directly on structural units" (p. 161). But this would ignore how conversationalists strategically produce and respond to actions relative to their possible functions and interpretations (Jacobs & Jackson).

Table 7.2: A plot summary of the travel RFP

RFP launch	Central propositional design issue	Main players	Process breakdowns	Project resolution
Initiated by Purchasing Director Chris Kent in January 2009.	Which vendor(s) will provide a centralized travel booking system for the entire University, including an integrated online portal for negotiated flights, hotels and car rentals?	-Carina (and partly, Neima) as principle buyer from Jan '09 to Dec '09; -Linda Delgado as principle buyer from Dec '09 onwards; -University Travel Management (UTM) as incumbent vendor, with account representative Johnny Merchant.	*Pragmatic design impasse:* Pragmatic design issue of professional expertise until Linda takes over project management. *Performative design error:* Pragmatic design issue of disagreement space complexity cannot be managed within the time/personnel constraints.	The RFP is considered as "side-tracked" in January 2011.

The same critique applies to LAP's conversation for action (CfA; Winograd, 1987), which could be used to portray a similar caricature as the one of the aloof conversationalist, but then about an organization that is taking orders and securing deals, without really knowing why. This is what happens in cases of pragmatic design impasse, if in a less stylized caricatural way. Actors experiencing this type of breakdown may be found following institutionally ratified, organizational procedures for the mere isomorphic sake of appearing legitimate to organizational bystanders (DiMaggio & Powell, 1983; Meyer & Rowan, 1977). Although this may maintain the coherence of their actions if they are lucky, like the aloof conversationalist, interactional trouble is bound to ensue. The crux of this breakdown type is that performative design claims are being made, without having or knowing the pragmatic design claims to warrant them. And if such claims are sought and perhaps even found, they are not likely to ratify the actions that were being or would have been performed naïvely. What appears to be lacking, then, is the pragmatic rationality specific to the professional expertise required to carry an organizational process forward. In what follows, this breakdown type is illustrated in the early interactions of the travel RFP.

The pragmatic design issue of professional expertise. The commodity request for the travel RFP finds its origin in early 2009 within the Purchasing Department. Purchasing Director Chris is critical about the University's incumbent travel manager, University Travel Management (UTM), because it does not provide an integrated online travel search and booking capability. This puts Jansen at a competitive disadvantage compared to its academic peers, which Chris plans to overcome with a new contract. Similar to the office supplies RFP, the travel RFP thus starts without an externally

formulated commodity request, making for a longer RFP planning & formulation stage than in for instance the Campus Center RFP. For the travel RFP, another crucial difference is that it falls under the management of newly hired and inexperienced Purchasing Assistant Carina Kim, whereas the office supplies RFP started as a shared project of Senior Buyer Dara and Purchasing Director Chris. With Chris too busy to actively supervise Carina's practice learning, the former intern is left to figuring out much of the RFP process on her own. Her lack of professional expertise, unrelieved by sufficient supervision, develops into typical case of *pragmatic design impasse*, in which no pragmatic design claims about possible organizational activities are being consistently defended or opposed.

During an early interview about the travel RFP on February 17, 2009, Carina confides to the researcher, "This is all new to me" [FN 1, 135], becoming the first of Carina's numerous expressions of insecurity about her inexperience in purchasing. Carina's greenness also surfaces in her pragmatic reasoning about how to handle this problem. After another month of preparing to set up the travel RFP, she tells the researcher that she cannot really move on without the advise of her colleague and Senior Buyer, Neima Forager, who has been managing the University's travel commodity for years. When the researcher asks her whether she will therefore ask Neima to help her with the RFP, the volume of Carina's voice drops markedly as she answers, "I don't want to step on her toes" [FN 5, 60]. This equivocating response suggests that Carina believes Neima to be yet uninformed about the new RFP that she is launching for the renewal of her senior colleague's long-time commodity; indeed, she explains that she is waiting for Chris to give Neima this update. The difficulty that Carina is experiencing points to an

issue of pragmatic design: how can she leverage her senior colleague's professional expertise that she knows to be lacking herself, for the concerted planning of a new RFP process?

Carina's partly whispered account of this expertise issue is ironic because she apparently feels that this aspect of her work may not be overheard by others—even though for one, help from senior colleagues appears to be exactly what she needs; and two, the Purchasing office with its main open cubicle area is clearly designed to afford exactly the kind of easy interaction and collaboration between individual work places that Carina appears to be avoiding. Even more striking is the reason why she has not yet consulted Neima's obvious expertise: her fear of personally offending her. On one hand she is reflective of the inquiry and professional expertise (cf. Schön, 1983) required to deal with the problems of RFP planning. But on the other hand, her professional learning finds constraint in the interactional risk of threatening her colleague's (positive) face (Brown & Levinson, 1987). This facework demand impedes Carina's capacity to request the support that is both institutionally required and organizationally available. She thus finds herself in a catch-22 of institutional and interactional constraints that incapacitates her to productively address and resolve the pragmatic design issue of professional expertise. This underlying problem starts to develop into a pragmatic design impasse.

Three weeks later, Carina voices the question of the RFP planning & formulation stage as, "how to phrase what the University wants for travel" [FN 8, 22-23]. This question implies design issues of all three types: the propositional design issue about the actual text regarding the University's travel needs that should appear in the RFP document; the performative design issue about the action of formulating this text; and the

pragmatic design issue about the activities that should warrant the legitimacy of the question's answer and the effectiveness of its answering. Carina's boss Chris helped her in addressing this latter pragmatic design issue when he instructed her to inspect usage data from the old travel website and to conduct an end-user survey among business managers and others at the University who regularly make travel bookings. These specific activities should contribute to the final resolution of the propositional and performative design issues at hand about the RFP text and its formulation. However, it appears that Carina is unsure about how to further orchestrate these disagreement expansions.

On April 21st, three-and-a-half months after the RFP was initiated, Carina meets with Debbie (Administrative Assistant at the Purchasing Department, whom Chris assigned to assist Carina) to discuss the results of the travel user survey. The researcher accompanies them for observations and optional assistance with the interpretation of the survey's results.[68] The meeting provides a snapshot view of problems that are typical for a pragmatic design impasse. The two junior staff members do not manage to translate the survey results into possible courses of further RFP action. Although they discuss the survey responses in terms of important performative design issues—such as what the University community expects from a travel management system—they do not formulate new pragmatic design claims about where to possibly go from here.

Seated in Carina's cubicle, they start their discussion by inferring from the 42 survey responses that 832 University employees go on business travel annually. Whereas

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[68] Chris had suggested that the researcher assist Carina and Debbie in their survey interpretation. This accounts for the researcher's more participatory method of observation that may appear from the data to follow.

next they tentatively discuss some possible interpretations about current travel practices,

the two quickly move on to discussing what they already believed to be true about the

travel commodity:

> *Excerpt 7.1: Field note of a meeting between Carina and Debbie [FN 9, 9-19]*
> 1. Debbie and Carina then start talking about the desired situation regarding
> 2. University travel: every department should have their own code for booking
> 3. through the travel site. As it is now, the process of getting reimbursed is
> 4. "cumbersome" (Debbie). Departments are paying a travel agent for every single
> 5. transaction and using their own money (departmental), rather than getting
> 6. reimbursed through accounting. Debbie says they can do that up until a certain
> 7. amount (I asked)—Debbie and Carina do not remember the exact amount now.
> 8. "Everybody is waiting for someone else to figure it out," Debbie observes about
> 9. the need to improve the current situation. They agree that "it makes so much
> 10. sense" to have it all "streamlined" through an online system.

The field note shows that Carina and Debbie share a general sense of how the

University should manage its travel management services; they are relatively clear on this

propositional design issue about the desired state of affairs. They further refer to survey

responses to confirm the need for more electronic integration of the travel ordering and

reimbursement system,[69] thus providing the performative design claims to support their

preferences for a new travel ordering system. However, throughout the rest of the

meeting Carina and Debbie do not develop further expansion of *pragmatic* design issues

that are most pertinent for the RFP planning & formulation stage, concerning which

planning activities they might initiate next (possibly based on insights from the travel

survey). Their talk develops and addresses a host of relevant issues that make up the

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[69] For instance, they point to the 86% of respondents that answered "yes" on the item, "Would it be helpful if Jansen provided an inclusive site (similar to what you might see on Travelz or Globecity) for booking travel?"

RFP's disagreement space, as can be seen in Table 7.3 below.[70] But despite having a general sense of the propositional and performative design claims about the required RFP text, they do not appear convinced enough to actually plan drafting the RFP (or do something else).

As can be seen in Table 7.3, the propositional design issues that Carina and Debbie discuss all concern the desired states of affairs related to various aspects of the University's business travel practices, and some of them in comparison with current or alternative practices. These design issues are propositional, because they directly deal with the contents of RFP text that the two know needs to be formulated. The performative design issues listed in the second column all concern properties or preconditions of the act of formulating the RFP text in the ways that the two assistants together propose.[71] For instance, business practices of major travel management vendors and peer universities (listed fourth in column two) might show that it should be reasonable to request special negotiated hotel rates worldwide for Jansen employees (listed last in column one). Although Carina and Debbie do not make all argumentative relationships explicit between performative and propositional design issues, the two issue types can easily be distinguished in terms of what they target; the desired states of affairs for business travel, or the conditions that should be satisfied to reasonably request such states of affairs.

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[70] They also discuss non-design issues, such as what is funny about specific survey responses, and issues unrelated to the travel RFP, such as how incoming telephone calls can be disruptive during a meeting.

[71] The 'rows' of Table 7.3 intentionally do not align. The table only groups the design issues by type, and is not intended to represent interrelations between the specific issues.

Table 7.3: Explicit design issues of Carina and Debbie's travel survey meeting

Propositional design issues	Performative design issues	Pragmatic design issues
Current, preferred and alternative methods for ordering travel and getting reimbursed	The University community's preferences for travel management	How to implement a new system once it has been developed or purchased
Current usages of "ghost cards" and paper forms used for travel reimbursement	Methods of particular qualified travel vendors for providing the desired service	How to optimize contract compliance, and how other universities do this
The need to automate the travel reimbursement process	How purchasing contracts could counter volatility of airfares and hotel rates	Whether or not airliners and hotels will negotiate fixed prices
The need for departmental booking codes	Business practices of major travel brokers and peer universities	The possibility of creating shared travel contracts with other universities
Jansen University travelers' current practices of developing and maintaining relationships with hotels, and how these should change	Survey figures about the University's number of online travel orders; orders with its preferred travel suppliers; etcetera	Whether Jansen should purchase an existing system from a travel management vendor, or order the IT Department to develop one from scratch
The need for partnering hotels to have wireless Internet, special conference rates, and Jansen-negotiated worldwide rates	Whether or not Neima's current relationships with travel vendors can be integrated in the new system	The problematic complexity of the RFP process, and how to further plan it
		The need to involve departmental business managers and Neima in the RFP

Examples of argumentative interrelations between design issues can be found in Excerpt 7.2 below. Debbie in lines 1 and 2 implicitly establishes a possible argumentative relationship between a performative and a propositional design issue: if *USA Flight Corp* has certain deals with comparable universities, then they might request similar deals for Jansen. Carina's proposal in lines 2-4 establishes the same kind of argumentative relationship, but for different issues. Debbie's next proposal in lines 4-6 addresses the performative design issue of the way major travel broker *Travelz* conducts its business, which might also serve as support for what they could possibly request in the RFP.

Excerpt 7.2: Field note of a meeting between Carina and Debbie [FN 9, 53-60]
1. Debbie suggests they contact USA Flight Corp and ask what they offer other
2. universities, and then try to arrange a similar deal for Jansen. Carina adds that
3. they should also look for recurring travel, such as regular conference sites, and try
4. to arrange special deals for those sites. Debbie then remarks that she finds it
5. strange that Travelz does not pro-actively search for deals with universities, since
6. they would offer the travel broker so much business. Carina says that maybe they
7. could collaborate with other universities in getting travel contracts with good
8. deals. She also says that airlines typically don't do RFPs, "they would just not
9. bother"—you just go out there and "talk" with the airlines.

Of course, *pragmatic* design issues are also implicated in the two colleagues' excerpted reasoning, for example in Debbie's proposal (lines 1-2) to first contact *USA Flight Corp* to ask about their business practices, as an activity to inform further RFP formulation. And so Carina's considerations in lines 6-9 concern pragmatic design issues, as collaborating with other universities[72] and 'just talking' with airlines involve courses of action that appear as alternatives to the University's default RFP process. These possible activity types present different ways of ensuring the legitimate resolution of given propositional design issues, through the effective performance of actions that

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[72] This issue is listed fourth in Table 7.3 under pragmatic design issues.

would be proper members of the activity types that Debbie and Carina are considering here.

The pragmatic design issues listed in Table 7.3 similarly address possible courses of action that will need to be considered for future contracting activities related to the travel RFP. However, the pragmatic design impasse appears from a failure in how these issues are taken up, as it does not produce specific possible activity types that would need to be planned next to effectively manage further expansion of the disagreement space (i.e. of the given performative and propositional design issues).

The first two issues listed in column three concern activities that will only need to be orchestrated after vendors' proposals have all been received and evaluated. Contract implementation and the ensuring of contract compliance are relevant issues for an RFP process, but they are anachronistic to the formulation of RFP text. The three issues listed next in the table do address or imply alternative activity types relevant to the RFP planning & formulation stage, as they concern pragmatic preconditions for carrying out a default type of RFP process versus possible alternatives (such as not negotiating fixed prices with vendors; collaborating with other universities that already have travel management contracts; or producing a new travel system in-house). The problem with these issues however, is that Carina and Debbie do not expand them to the point that they generate actual claims or proposals about what to do next about RFP planning. The answer for why they are unable to expand these disagreements as such resides in the material circumstances of their interactions, which they actually address in two of the final issues that they discuss.

The last two issues in column three of Table 7.3 together reassert the pragmatic design issue of professional expertise that has tainted the RFP from the outset. The complexity of the RFP's disagreement space demands more experienced and knowledgeable management than what Carina and Debbie are capable to provide. This may strike as a rather simple conclusion following a complex analysis, but the final point is not to claim incompetence of any of the actors involved in this case. Instead, the case shows that the complexity of an RFP's disagreement space is reflected in all three interlocking design issue types, but that the most arduous complexity may be found in a project's pragmatic design. If disagreement about this dimension cannot be resolved, so that no activities can be defined to manage more focal disagreements, then no progress can be made in performing key actions to decide on a project's most central, propositional disagreements.

A pragmatically deprived conversation for possibilities. The irresolution of the pragmatic design issue regarding professional expertise appears from the details of Carina and Debbie's meeting interaction. Disagreement-relevant issues meander in and out of their talk, animating the conversation without developing concrete agreements on how to address them. For example, when Debbie proposes that the University's negotiated rates with hotels should at all times be better than the free market, the researcher asks how this could be accomplished, to which "Carina responds, 'I guess we have to focus on what is really…' and nods to Debbie without finishing her sentence, Debbie nods back" [FN 9, 84-85]. The trailing off in mutual silence of Carina's proposal is indicative for the lack of direction that she and Debbie experience as they are struggling to define and constructively act on the RFP's issues. They do not manage to

adequately define the RFP's pragmatic design dimension, which, as appears from

Carina's own reflection in lines 1-2 in Excerpt 7.3 below, is contingent on the pragmatic

properties of the very interactional project in which they are engaged:

Excerpt 7.3: Field note of a meeting between Carina and Debbie [FN 9, 91-95]
1. Carina says the next thing is to talk to business managers and Neima, to ask what
2. it is that they really need to do for the University. She then wonders if they should
3. negotiate rates. This would be difficult with airlines, she says, because of the
4. varying gas prices. She says that the University of Fairview has RFPs with hotels,
5. and that they would "go out and speak verbally" to hotels to negotiate the rates.

This excerpt further shows how the meeting interaction skips from one design

issue to another rather haphazardly, merely pointing them out, and only lingering on

some of them without developing them into actionable proposals. Indeed, right after her

observation about how the University of Fairview conducts business with hotels, Carina

addresses the need to define a new course of action, but she simply appears lost as to

what that might possibly be:

Excerpt 7.4: Field note of a meeting between Carina and Debbie [FN 9, 96-99]
1. Carina wants to start deciding about further steps, "once we get the [RFP]
2. committee together." She wants to "start from there," "put stuff together," "cuz' I
3. really want to get this (.) going." The 'micro pause' in that last remark was
4. illustrative of Carina's hesitation with how she should continue the RFP process.

The researcher's observation in this field note, of the "micro pause," indicated

with "(.)," shows that even though Carina is critically reflecting on the creeping inertia in

the RFP and in the meeting, she is not sure how to resolve the pragmatic design issue that

she attempts to define here. Her solution for now appears to focus on the material,

pragmatic properties of the RFP's interactions so far: "It's different to hear from a survey

than to hear from business managers themselves" [FN 9, 119-120]. With this remark

Carina disqualifies the survey results as adequate grounds for further action in resolving

the RFP's standing issues, and proposes a different technique for addressing these issues.

In a follow-up interview on the same day, Carina reflects on the meeting and tells the researcher that the conversation with Debbie produced "new perspectives" and "different angles" for her [FN 9, 141-144]. This reflection and the proposed action outcomes throughout Carina and Debbie's talk frame the meeting as a form of the LAP-type "conversation for possibilities" (Winograd, 1987, p. 15), because it serves speculation and anticipation of future conversations for action. Indeed, many regular meetings in the RFP process such as planning meetings and RFP committee meetings serve as conversations for possibilities to support the performance of speech actions in the larger conversation for action of the contracting process (e.g., the distribution of the completed RFP as the *request* in the CfA, or the signing of the contract with the winning vendor as the *promise*).

Winograd (1987) would not regard Carina and Debbie's meeting a *failed* conversation for possibilities. He posits of this type of conversation, "[t]he meeting is a failure if some action does not come out of the discussion"[73] (p. 15). To be fair, that is not the case with Carina and Debbie's meeting: their final decision is that Carina should ask Chris the next day to talk to Neima about the travel RFP (which Carina felt too constrained to do herself), and to help construct a planning and timeline for future activities in the process. This analysis, however, mostly establishes that an LAP account is as incapable of pragmatically linking act and activity as Debbie and Carina were seen to be. In an ironic, garbage-can type of way (Cohen et al., 1972), the two merely followed the institutional sequence of events that may be normative for the market research that

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[73] This quote illustrates Winograd's understanding of 'action' as a primarily nonverbal affair. While his approach aims to treat language 'as' action (LAP), other pragmatists are known to claim that language *is* action (Austin, 1962/1975; Van Eemeren & Grootendorst, 2004; Searle, 1971; Taylor & Van Every, 2000). This dissertation joins that latter pragmatic tradition.

they needed to do in the RFP planning & formulation stage. Besides the organizational fact that the survey activities were part of Chris's instructions, their institutional normativity endorses the survey and its results as legitimate conversation topics, and their active discussion as a demonstration of Carina and Debbie's ratified work activity.

More than producing 'some action' as a meeting outcome, more reasoned, disagreement-relevant activity outside the meeting frame could have been generated, given all the pragmatic and performative issues that Carina and Debbie raised. In the pragmatic conditions of the meeting, what was missing was an authoritative actor/agency that could resolve standing issues based on professional expertise. But these conditions had been lacking more in the RFP process as a whole than in the particular meeting analyzed here. In fact, the meeting was successful in getting the actors to appreciate the *double designing problem* (Schön & Rein, 1994) at the heart of their pragmatic design impasse. The two junior colleagues resolved that they would first need to craft, in Schön and Rein's terms, a better *designing coalition* that could effectively take on management of the wealth of design issues in front of them. The wider designing system of the University's contracting process, then, autocorrected the problem that it had also produced: the pragmatic design issue of professional expertise.

A pragmatic break out of the impasse. Carina and Debbie's pragmatic design efforts appear to pay off at first, as Carina gets Chris to talk the travel RFP over with Neima, whose advice initiates a new course of action that had not yet been considered before. Neima will first consult with the current travel management vendor UTM if it will be able to realize the desired changes to its service, which Neima believes it will. She pointed Chris to the fact that the contract with UTM still has three years until its official

expiration, which is curious because it questions the intent to create a new contract for the same commodity. At the question whether Carina and Chris were simply not aware of the UTM contract, Neima tells the researcher in an interview on May 19, 2009, "Something got lost in translation, or communication" [FN 13, 61-62].

Although Neima does not further elaborate on the confusion between her and her boss about the UTM contract, her problem diagnosis appears to hold also after she joins the travel RFP activities. From the spring of 2009 through summer and fall, the designing coalition formed by Carina and Neima remains pragmatically troubled as their individual actions do not pursue the same disagreement-management activities. While Neima is exchanging visual examples of preferred online travel portals with UTM, Carina continues drafting the RFP targeted at not only changing the travel portal, but at forming contracted relationships with external vendors such as hotel chains, airlines, and car rental agencies. This lack of coordination only surfaces in November, after Neima has forwarded Carina's RFP draft to UTM's President. He replies on November 4, "We are not a Travel Service Provider, we are a Travel Management Company. Having us included in this RFP is like asking a company that manages a multi-franchise food court to describe how they would cook burgers."

In the same email, the UTM President unilaterally ends the contract with Jansen, soon after which Chris orders that the travel RFP be put on hold. Since he has recently hired Linda Delgado to join the Purchasing Department as an additional Associate Director next to Derrick, he decides to suspend the RFP until she can take over its management. With this intervention, he restores the RFP's pragmatic conditions for adequate disagreement management: Linda has proven professional expertise with

managing complex travel contracts in a university setting from her previous employment at a large nearby university.

The solution of the breakdown emphasizes the importance of pragmatic rationality in disagreement management. Assigning a more experienced manager for the task changes the pragmatic preconditions for activity, which is akin to Schön and Rein's (1994) recommendation of *frame reflection* and *reframing* in case of policy controversies. Jansen Purchasing had to change its policy frame, which they define as "the frame an institutional actor uses to construct the problem of a specific policy situation" (p. 33). Although Chris's solution of changing the frame with the actor was effective at first, the same RFP would later give rise to the next breakdown type to be discussed: an error of performative design.

Performative design error in RFP planning

The difference with the yearlong pragmatic design impasse before Linda's entry at Purchasing is clear. She initiates well-defined activities for the management of the travel RFP's complex disagreement space, taking into account the propositional, performative, and pragmatic dimensions of its communication design by integrating them into a comprehensive strategy. The break with the former impasse appears forcefully as new courses of action are being planned and undertaken in a concerted way. However, as the design issues develop over time, the performances of these activities become challenged by the increasing complexity of the disagreement space, and ultimately break down short of resolving the project's multiple central issues of propositional design. Given the normatively framing activity types on which the RFP committee comes to agree after elaborate discussion, the ensuing actions do not meet the standards for

effective disagreement expansion. As will appear from this subsection, proper pragmatic

design is not everything; consensus about the to-be accomplished activities does not

guarantee that the required actions will actually be performed, or will be performed

felicitously.

Disagreement management planning for travel. A Powerpoint presentation that

Linda creates for internal use in January 2010 presents resolutions for a host of pragmatic

and performative design issues for the travel RFP that had been undecided or unidentified

until then. It spells out goals and objectives regarding the RFP's propositional design

issues, such as, "Provide a one stop shop for most University travel needs." It defines

new strategies addressing the project's pragmatic design issues. Most centrally, Linda

breaks up the travel RFP into three separate RFP projects; one for travel agencies and a

new online booking tool; another for contracts with hotels, airlines, railway operators,

and car rental agencies; and a third for a "P-Card" system that should automate payment

and reimbursement processes for travel expenses as well as other for other commodities

at Jansen. Finally, Linda's Powerpoint also addresses performative design issues, such as

whether the University's existing administrative and accounting systems will allow

integration of the proposed P-Card solution, featured in her presentation by the bullet

point, "Determine if JIAS[74] has an online travel and entertainment reporting system that

can automate the reimbursement process." Thus, the new plans cover the RFP's

complexity not only in terms of the unusually diverse variety of different

services/products to be purchased, but also in terms of the preconditions for performing

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[74] JIAS stands for Jansen Integrated Administrative System.

such detailed requests for proposals, and the overall organization of the different activities required to prepare and coordinate the different requests.

Linda starts carrying out her new time line, planning meetings with actors whose responsibilities she specified in the Powerpoint presentation. She has an RFP planning meeting with Carina and Shelly (Administrative Assistant at Purchasing) in late February and again in early March. In the meantime, she anticipates various possible objections against her proposed courses of action; she for instance meets with a financial expert at the University to address tax implications regarding her proposed partnership with travel agencies, and she collaborates with Chris to write a proposal about the P-Card component, addressed to a University Vice President to overcome known objections from the Accounting Department against this component.

At the three-hour planning meeting with Carina and Shelly on March 10th,[75] Linda lays out the whole RFP process as she envisions it in great detail, in the self-reflexive way that appears so characteristic for her—plotting out the process in terms of goals, procedures and individual responsibilities, while at the same time carefully educating her junior colleagues about purchasing practices and rationales. At this early stage of Linda's leadership of the travel RFP, there appears little doubt about the project's pragmatic question, what needs to be done and why? Indeed, she sounds both realistic and confident during her meeting with Carina and Shelly, when she talks about the RFP timeline:

Excerpt 7.5: Transcript of a meeting with Linda, Shelly and Carina [MT 1, 558-562]
1. It's – it's a living document. I don't, as I tell the committee, it's - I have yet to run
2. an RFP that the timeline stayed the same from day one to the end, but it's got to
3. be – it's got to keep us close. So to me, in a good estimate, this RFP should take
4. probably no more than a month and a half.

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[75] Attended and audio-recorded by the researcher.

Linda's estimate of a total duration of a month and a half for the entire travel project turns out to be not only confident, but also overly optimistic; ten months later, in January 2011, no RFPs are yet ready to be sent out to travel agencies or travel service providers. What happened to Linda's carefully designed RFP activities and her orchestrated disagreement-management efforts? As the remainder of this section will point out, while the planning and initiation of these activities appeared effective for the RFP's complex disagreement-management tasks, their actual continued performance started falling short for the increasing disagreement complexity. So although the activity types appeared preferable from a disagreement-management perspective, and preferred by the main parties involved, their instantiation did not lead to effective issue resolution. The details of the RFP activities provide insight into the occurrence of this *performative design error*.

A divided designing coalition at the RFP committee meeting. Early signs of the process breakdown start surfacing during the first full RFP committee meeting under Linda's management. Although they appear at first as rather innocent interpersonal frictions between the participants of an animated meeting, in hindsight these signs can be reinterpreted as seminal to the complete disengagement of committee members one month later. The meeting takes place on April 13th 2010, in the large conference room of the Purchasing Department. A total of thirty people attend the meeting, including Linda, Carina and Shelly from Purchasing, a number of business managers from academic and administrative departments, administrators from departments such as Risk Management, IT Services, Internal Audit, and the Controller's Office, and one Professor representing an academic department. Seated around a U-shaped conference-tables setup with Linda

behind a separate table at its open end, they talk for two hours about the current states of

affairs regarding business travel, what desired states of affairs might be, and what could

be done to realize them.[76]

Numerous propositional design issues are raised and discussed throughout the

meeting, some of which Carina and Debbie had also discussed during their survey

interpretation meeting (Table 7.3, column 1), and many others offered for discussion by

the variety of meeting participants. Most of them have very clear opinions about what

kind of service they expect from travel service vendors, how the travel ordering and

reimbursement/approval processes ought to work, and what the respective roles in these

processes should be for administrative employees, faculty, students, etcetera. However,

the most important decisions that make it into the three bullet-pointed conclusions at the

bottom of Shelly's meeting minutes are about performative and pragmatic design issues:

(a) "A customer service survey will be developed"; (b) the Purchasing staff will share a

draft of the RFP and other information with the committee on a special webpage using

the University's electronic class-management system, ClassWeb; and (c) the RFP

committee will evaluate both the travel agency RFP and the travel service provider RFP

as one group, instead of as two separate groups for the two RFPs.

So this observation emphasizes the purchasing actors' preoccupation with

performative and pragmatic design claims/resolutions. Indeed, the most controversial

issues during the meeting are not those about desirable and undesirable end scenarios for

business travel, but rather issues about what should be done next in the RFP process.

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[76] The researcher attended the meeting for observation. No consent for audio recording was obtained.

Particularly, the issue that produces the most division among meeting participants is the pragmatic design issue about the customer service survey.

As Linda is clearly well aware, forging and fostering a strong designing coalition is crucial for the interactions with the RFP committee throughout an RFP process.[77] This aim gets challenged during the meeting when the only faculty representative on the committee starts voicing his opinions about the customer service survey. "Edward introduces himself as a faculty member in an academic department" [FN 35, 71-72].[78] His appearance is "a man with a prominent grey beard and greasy-looking tightly combed long hair" [69]. "He says he has collected written feedback from a number of his colleagues on the faculty, and that he is willing to share it with the committee. He summarizes the concerns related to travel cost approval" [72-74]. A little later in the meeting, "Edward takes his turn again, starting with, 'I also happen to be a statistician.' He says that he has ideas about gathering data about travel needs from a random sample of users" [101-102]. His remarks announce the division of academic versus administrative staff that he makes explicit soon, with visible effects for the discussion.

Edward's raising of the data-gathering issue in the direct conversational context of his unique status as a faculty member has consequences for how other issues develop during the meeting. This is for instance evident when a lady who serves as an academic department's Assistant Director for Administration responds to Edward's reported concerns about travel cost approval: "'No matter how much the faculty complain, if

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[77] Indeed, during an interview four days before the committee meeting, Linda tells the researcher about the importance of making it a "dialogue-type of meeting" [FN 33, 46], in which "people feed off of each other" [49] in voicing their opinions. She also adds, in a phrase that is typical for Linda's views of the RFP process: "This is not my RFP, this is their RFP. They're the committee to make change" [57-58].

[78] All bracketed line numbers in the remainder of this section refer to field note FN 35 unless indicated otherwise.

travel is to paid by public funds, it *has* to be approved.' She directs her gaze very

pointedly to Edward as she makes this statement. (…) Edward responds that he does not

disagree with that rule" [128-132]. A little later, at the end of a turn at talk, it is Edward

again who draws very explicit attention to his solitary representation of faculty interests

on the committee: "He then asks how many faculty there are present in the room. Edward

himself is the only one who raises his hand in answer to his own question. He seems to

perceive this as a problem" [224-226].

In this divisional context, the survey issue is raised several times among other

issues, and it turns into the issue that generates the most opposition among the meeting

participants, especially between Edward and Linda:

Excerpt 7.6: Field note of the travel RFP committee meeting [FN 35, 154-164]
1. Edward repeats that they will have to collect travel data, and starts talking about
2. the possibility of creating an online survey. Linda asks Carina for the survey
3. results in a whisper, who passes them over to her. Linda says that they have
4. already conducted a survey and starts talking about its results. Carina says they
5. could perhaps do another one. Someone asks how many people participated in the
6. survey—48 respondents, says Linda. John (Director of Risk Management &
7. Insurance) says that that's not a sufficient sample. A woman dressed in black and
8. white asks where the survey was distributed. Carina describes the different
9. departments to which the survey was sent. Someone asks if the results could be
10. shared, but the question seems to get lost in the ongoing talk and is not answered
11. Linda says that they could do another survey and asks for input. John names
12. several different categories of users of the travel system. Katrina adds visitors to
13. that list, and Linda mentions international travel as another category.

In this excerpt, Edward takes the lead in the pragmatic design issue of conducting

a user survey in order to determine the University's travel needs. Linda and Carina take

this as an opportunity to report the results of the earlier survey, but also to provide

tentative support to Edward's proposal to launch a new one (lines 4-5 and 10-11). The

conversation continues to focus on the survey as various members give suggestions for

input, and then moves on to other design issues. When Edward returns to the need to

gather travel data, the opposing views resurface on how to do this exactly:

Excerpt 7.7: Field note of the travel RFP committee meeting [FN 35, 271-289]
1. Edward suggests they should ask for faculty members' advice, but that they
2. should specify a deadline for them in the subject heading of an email, to supply
3. their advice. Linda says that they could give people a week time for the survey.
4. Edward says that they do not need to ask everything in one survey—Linda
5. quickly responds to this, "Yeah." Edward continues to explain that asking a
6. sequence of several questions is better than asking 100 questions at once. (…)
7. Carla (Assistant Director for Administration in an academic department) suggests
8. that the timing for the survey is best at the end of October, beginning of
9. November, given that otherwise people will be too busy to respond. Several
10. people disagree with that, referring to the particular activities of their departments
11. in that period. Linda says that they will just send out the survey, and that it might
12. not reach everybody. Edward corrects her, saying that it will reach them, but they
13. will not respond. Linda curtly agrees with this. (…) John asks if they should
14. perhaps create a survey per commodity. Linda agrees with him, and specifies that
15. it should start broadly and then funnel down to more specific questions. Edward
16. gives some more suggestions for data gathering. "I'm a statistician," he says
17. again. At this, a woman seated nearby smiles knowingly at Shelly. Linda says that
18. 95% of travel bookings do not go through the Purchasing Department, which
19. makes it difficult, and therefore possibly too expensive, to gather sufficient data
20. about current travel use. Edward says to this that only a random sample should be
21. used to gather data from, and then someone *intelligent* (he emphasizes this word)
22. to look at it. Linda invites the committee members to run costs spent on travel,
23. and any other data that they might have, by her.

The discussion about how to design and conduct the survey raises a number of

issues on which several people voice disparate views—it is not only Edward against the

rest. For instance, the issue about when to distribute the survey in lines 7-12 invites views

from Carla and others. John's suggestion in lines 13-14 likewise seems to be grounds for

disagreement, as Linda's uptake of it in lines 14-16 clearly deviates from what John

appears to propose (multiple surveys versus one survey with different types of questions).

However, the confrontations between Edward and Linda are most pronounced, starting in

lines 4 and 5 with Linda's quick affirmative response to Edward's suggestion to ask for

faculty input in addition to the survey. The promptness and brevity of Linda's "yeah"

response rather function to end Edward's turn at talk than to endorse his proposal as anything serious. She thus effectively shuts down a possible course of action by controlling what gets talked about at the meeting. Effective as this intervention may be for safeguarding her preferred RFP activity, it also emphasizes the implicit pragmatic design issue of social division between Edward and the rest of the committee.

This social division indeed becomes increasingly palpable, such as in lines 12-13, when Edward pedantically corrects Linda, who returns a snappish response. Lines 16-18 again show Edward emphasizing his expert role as a statistician, inviting a committee member's conspiratory smile directed at Shelly. In their final discussion contributions in Excerpt 7.7, Linda and Edward hardly respond to each other, despite the evidently embedded virtual disagreement regarding their proposals (lines 18-23). This lack of critical engagement gets marked and aggravated by Edward's implicit insult of the intelligence of anyone he deems unqualified, in line 21.

Unilateral performative design of the travel survey. The social division between faculty and University administration indeed becomes the most poignant issue of the meeting to the three Purchasing colleagues, as appears afterwards. Immediately following the meeting's conclusion, Linda invites Carina, Shelly, and the researcher over to her office for a 'quick debrief,'[79] while other committee members are starting the typical informal post-meeting conversations in their acts of leaving the conference room. In Linda's office, Shelly and Carina start the debrief meeting by jointly lamenting the demands of academics in purchasing issues, and agree, in Shelly's words, that faculty "have to conform to our way of doing things" [MT 4, 15]. In a moment of noticeable

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[79] Attended and audio-recorded by the researcher.

irony, Edward appears in the office's opened doorway right while Carina is expounding her view that University travel is the responsibility of business managers, and not of academics. Linda greets him with "hey," and Edward hands her some documents, explaining that he wanted to give her that "list" and that his name and contact details are also on it.[80] She thanks him, and then the two have the following exchange, in which Edward makes a final attempt to influence how they will gather travel data:

Excerpt 7.8: Transcript of a debrief meeting in the travel RFP [MT 4, 41-57]
1. Edward: We will be talking.
2. Linda: Absolutely.
3. Edward: If you need some help with data…
4. Linda: … I absolutely need help.
5. Edward: I live in [name of nearby town].
6. Linda: Okay, I may take you up on it; I may take you up on that.
7. Shelly: [chuckles]
8. Edward: On the ra… Okay.
9. Linda: All right, great, thank you.
10. [Edward leaves, Carina resumes the former conversation]

The tone and conduct of this 15-second exchange are indicative of the Purchasing actors' unwillingness to allow much of the Professor's cooperation in the RFP process. This is evident in Linda's noncommittal responses to Edward's offer in lines 4 and 6 of the excerpt, in Shelly's chuckling in line 7 at Edward's mention of his home's nearby location, and finally in Edward's breaking off of his own last turn in line 8 (in partial overlap with Linda's turn in line 9).

Ever since this debrief meeting, there has been no mention of Edward's help with data gathering/analysis. His rights in the designing coalition thus appear to be curtailed in the interest of performing the agreed-upon course of action in accordance with Linda's

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[80] Presumably, Edward's documents contain the feedback on current University travel practices that he collected from his colleagues; he had read some of it out to the committee during the RFP meeting.

preferences. This disagreement-management strategy indeed surfaces in Linda's

reasoning about the survey's function later on during the debrief meeting:

Excerpt 7.9: Transcript of a debrief meeting in the travel RFP [MT 4, 391-436]
1. Linda: So I think we're probably got the stage set. I think it's a matter now of
2.   starting to corral these folks back into what are our goals and objectives.
3.   So we got to kind of be thoughtful about what we're going to put up on
4.   ClassWeb[81] next. Coming up, I don't disagree with the idea of a survey,
5.   but I want to keep it short, sweet, and simple.
6. Shelly: Yeah.
7. Carina: I know.
8. Linda: I don't want a twenty-page…
9. Shelly: Right, because nobody is going to do it.
10. Linda: Where that's probably an issue. Nobody will do it but the ones that'll do it
11.   just…
12. Shelly: Just complain.
13. Linda: Or just complain.
14. Shelly: Yeah, sure.
15. Carina: They will, yeah. From the other one, they were….
16. Linda: But we'll, we'll, we'll appease the side of the academic because I – I do
17.   understand his concern that the faculty members are not involved, but a
18.   committee with a faculty member will never go anywhere.
19. Shelly: Yeah.
20. Linda: And I hate to say that because we do work in an institution…
21. Shelly: Yeah.
22. Linda: But that committee gets any bigger, we're not going to be able to do much.
23. Shelly: No, exactly. It's big.
24. Linda: Because we're going to sit in a room, and we're going to constantly
25.   debate.
26. Shelly: Yes, it's big as it is.

The three Purchasing colleagues' joint reasoning in this exchange explicitly

establishes the relationship between the design of the survey instrument and the opposed

interests of academic and administrative staff at the University. In lines 1-5 Linda

formulates the next task as to forge the committee members' alignment with the

Purchasing staff's "goals and objectives." She mentions ClassWeb and the travel survey

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[81] ClassWeb is the name of an electronic class-management system that the University uses, which the Purchasing Department also uses for process coordination with for instance RFP committees as in this case.

as two main instruments for accomplishing this task. Her observation about the survey

indicates her pragmatic agreement with the overall activity of conducting one, but also

signals potential disagreement about its performative properties, given her wish "to keep

it short, sweet, and simple" (lines 4-5).

In lines 6-15 the three colleagues are establishing further arguments in support of

Linda's performative design claim about the survey details. The performative design

error to which this claim comes to contribute later on in the process might have been

predicted at the time of the meeting. Grounds for this can be found in Linda's further

pragmatic reasoning in lines 16-18. Here, she qualifies her participation in the survey

activity as a strategy to "appease the side of the academic" (i.e., Edward) with the aim to

increase his sense of involvement or faculty representation in the process. However, her

effort to curtail the rights that Edward has been trying to wield in the RFP appears

deliberate with her observation that an RFP committee with a faculty representative "will

never go anywhere" (line 18). In the remaining lines of the excerpt, Linda and Shelly

jointly qualify and justify the pragmatic design claim that faculty involvement should be

minimized in the RFP process. These justifications indirectly support the performative

design claim about designing only a simple travel survey, given their strategic use of this

instrument as a tool for shaping the commitments of the members in their designing

coalition.

'Appeasing the academic' with the reductive adaptation of Edward's survey idea

forms a case in point for the overall troubled relations among the members of the RFP

committee. It appears as a sign of insufficient involvement or engagement from

individual members, in the organizing activities that they agreed upon to follow after the

committee meeting. The actual executions of these activities fail to be effective,

seemingly as a consequence of an impoverished designing coalition. More than two

weeks after the committee meeting, Shelly sends the below email to the committee

members through their ClassWeb page, introducing them to the page and announcing the

upcoming travel survey:

> *Excerpt 7.10: ClassWeb message from Shelly to travel RFP committee on 4-29-2010*
> Thank you for attending the Kick Off Meeting on April 13.
> You will be receiving the Travel Survey and the minutes from the meeting early next
> week. Also, ClassWeb will be the method of communication for all Travel
> information.
> Thank you again for your participation.
> Shelly

After another week, on May 3rd, Shelly makes the finalized travel survey available

on ClassWeb and includes in her message to the committee the request to "[p]lease

complete and feel free to share with colleagues that would [*sic*] their voices to be heard

on this topic." Besides this distribution to the RFP committee, the online survey is also

made available with a link on the Purchasing Department's website. That it is not

distributed through any other means turns out to be a problem for some, as Linda's

interview observations about the survey suggest on May 17th: "She says that Chris has

already received some 'pushback' from faculty members, that they are not being included

in the survey. His answer was that the business managers should forward the survey to

the faculty in their departments" [FN 42, 178-180]. It could be questioned whether the

RFP committee members that are indeed business managers in academic units all

understood Shelly's ClassWeb announcement of the survey (above) to imply this

responsibility. Moreover, these business managers do not represent all the University's

academic units, so parts of the Jansen faculty were necessarily left out of the survey.

As part of her interview reflections on faculty members' complaints about being excluded, Linda laments, "faculty are such a weird breed" [FN 42, 182], and explains that it is never clear to her whether or not faculty want to be involved in purchasing decision making. Her explicit reservations with faculty involvement clearly resound in Linda's pragmatic reasoning about the unfolding RFP process, voiced in this same interview: "She says that based on the feedback she has received so far from faculty, she hopes they will not get much more" [183-184], and "she expects the survey to produce similar results as the earlier survey that they had already conducted. 'Otherwise I'm screwed,' she adds" [196-198]. This orientation towards the use of the survey reveals more concern with the institutional legitimacy that the instrument should warrant in the eyes of the RFP committee and the faculty, than with its problem-solving effectiveness given the need to gather reliable data about University travel. Note, however, that this does not simply turn the survey into an 'institutional myth' in the RFP process (cf. Meyer & Rowan, 1977): Linda's reasoning reveals that she anticipates potential objections that the survey results might produce against her preferred course of action (e.g., "complaints about the University's travel policy, which is not under the Purchasing Department's control" [185-186]), and these objections would be by no means mythological or surreal for her disagreement-management task.

The effort to circumvent serious potential disagreements about Linda's planned RFP activities is also evident in the official report of the survey results that Shelly makes available to the committee on the ClassWeb page. Take for instance the way in which responses to question 2 are presented:

Excerpt 7.11: From the Purchasing Department's report of the travel survey results
2. How many people in your department travel at least once on University business in an average year?
• Total of 78 responses
• Between 1 and 125 people travel at least once a year.

The very minimal statistics given here do not provide much useful insight into the University's travel needs, but it is representative of how the responses to all the survey's 16 questions are reported. Also the formulation of some of the questions appears ineffective for the information need that the survey is supposed to fulfill—for example, question 8 is a classic confirmatory question: "Would it be helpful if Jansen provided an inclusive site (similar to what you might see on Travelz or Globecity[82]) for booking travel?" This question again serves to cast legitimacy on the Purchasing staff's predetermined plans (and to anticipate obvious doubts regarding the propositional design issue that the question addresses).[83] At a minimum, it seems fair to claim that the survey and its results report do not meet the kind of scientific standards to which Edward alluded during the committee meeting when he emphasized the need for surveying a randomized sample, under the auspices of "someone *intelligent*" (Excerpt 7.7, line 20).

The most visible signs of this RFP's performative design error appear in the total lack of response from the committee members to Shelly's ClassWeb messages inviting their further participation. First, no action follows after her messages on May 11th and 13th, including the following request: "We are assembling a list of vendors to issue an RFP to and we're looking for your input on the vendors that you use. Once again, please refer to the 'Blogger' link to include all of the travel agencies and car services that you

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[82] These are widely recognized online travel brokers.
[83] Indeed, 71 out of the total of 79 respondents answered question 8 with "Yes."

work with."[84] And again much later, after Shelly posted the survey results to the committee's page on July 1st, no responses are received from committee members to suggest any interest in the survey or the RFP. In fact, Shelly's posting and announcing of the survey results is the last activity that has been observed in the case of the travel RFP. On July 21st, Linda says that she is "really behind on travel" [IT 10, 853], and intends to pick it up again soon. Chris echoes this intention in an interview on January 14th, 2011, of which the researcher writes down "that Linda and Carina will have to pick the 'side-tracked' travel RFP back up" [FN 57, 26-27].

Factors of the travel RFP's performative design error. The activities planned and agreed upon at the time of the travel RFP committee meeting in mid April thus did not meet the Purchasing managers' approval three and eight months later. The RFP activities were simply not carried through after the Purchasing staffs' initiating actions of their imagined sequences of action. This performative design error was especially apparent in the absence of the committee members' suggestions about travel vendors on the ClassWeb page, and in the travel survey's methodological flaws and the operational neglect of its findings report. The performative problems in the course of otherwise pragmatically unproblematic activities can be attributed to a number of factors rooted in the RFP's complexity of all three design issue types.

The most obvious problems giving rise to the design error appear at the performative surface of the Purchasing staffs' actions. For instance, it took Shelly a full two weeks after the RFP committee meeting to actually follow up on her action items and launch the ClassWeb page, on which she would still later share the meeting minutes and

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[84] The researcher was given online access to the ClassWeb page and observed that throughout the activities of this RFP, no contributions were made to its 'Blogger' tool, or to its chat room and forum tools.

finally the travel survey link. Similarly, once the travel survey's results were available to the Purchasing Department, about five weeks passed before they were actually shared with the committee on ClassWeb (see Table 4.1). In addition to these delays in performing the actions necessary given the agreed-upon activities, other factors harmed the designing coalition of the Purchasing staff and the committee members.

The explicit social division on the committee between its one faculty member and its administrative staff members appears to have hindered the formation of required wants, beliefs and commitments for the subsequent effective resolution of performative design issues. This is most apparent on the side of the Purchasing staff (Linda, Shelly and Carina), given their ironic motivation for launching the travel survey; to "appease the side of the academic" (Excerpt 7.9, line 16). As preoccupied as they were with managing the pragmatic design issue of maintaining an appearance of democratic or inclusive decision making in the RFP process, Linda and her colleagues developed a myopic focus on the survey instrument's legitimating function, thus ignoring obvious concerns about its effectiveness. Had they taken Edward's methodological expertise seriously as a committee resource, they might have known better how to interpret the survey results in order to actually address the RFP's propositional design issues regarding current and preferred travel practices. Such argumentative reasoning about the survey's problem-solving potential (its effectiveness) would also have strengthened the survey's pragmatic design claim of process legitimacy. Instead, once Shelly posted the survey results to the ClassWeb page, the only instruction to the committee members that she included for further action was: "The Travel Survey results have been uploaded to the Resources section for your review."

Any direct effects of the designing coalition's dividedness on the commitment sets of individual committee members have not been observed. However, the tension between Edward and administrative staff members was perceptibly obvious during the committee meeting, and Linda's responses to some of his discussion contributions were seen as decidedly unwelcoming. It is not unlikely that this public display of uncooperativeness on the side of Purchasing may have appeared as uninviting to the committee at large. And so the travel survey's ineffective design and adaptation could be taken as symbolic for the overall dysfunctional designing coalition of the RFP committee.

Finally, further contextual elements of the travel RFP harmed its pragmatic preconditions for the effective and legitimate performance of its activities, namely problems with the unavailability of required personnel. Neima, who had been managing the travel commodity up until the termination of the contract with travel management vendor UTM, went on sick leave in May 2010. This increased the work pressure for her colleagues who had to take over her commodities. Linda thus had to get involved in the management of a number of other RFPs that were more urgent than the travel RFP, as she explained in an interview; "there's just so much other work" [IT 10, 855-856]. With an RFP committee for travel that had been insufficiently included in orchestrating the RFP's activities, Linda's lack of managerial attention to the travel RFP contributed to the delayed action and later inaction from the side of Purchasing.

This case then serves as a paradigmatic instance of a performative design error. This type of process breakdown is distinct from the pragmatic design impasse in that it involves no kind of pragmatic ambiguity about the general courses of action that should be realized, or the activity types that should be instantiated. Instead, the breakdown

resulted from the performative details of how the agreed-upon activities were being

realized through actual action sequences. It may be clear that the performative problems

of the presented case emerged in a complex web of other design issues that contributed to

the breakdown. Indeed, propositional, performative, and pragmatic design issues cannot

exist in isolation of one another. However, the presented case is distinct from other

observed breakdowns that were problematic mostly for their pragmatic design

disagreements. The breakdown type discussed next is indeed defined by problems of this

kind.

Pragmatic Design Errors in Bidding and Negotiating: Two RFPs

The one breakdown observed in this study that was most troubling to its

participants is the bid protest in the campus bus RFP that ended in a lawsuit. The

protesting bidder personally sued Linda and Chris, but also the University, the winning

bidder, and other personally involved individuals. Besides emotionally taxing, this

breakdown became operationally disruptive when contract implementation activities

could not proceed as planned. Tracing the origins of this breakdown reveals that the RFP

activities followed a rationale and interaction sequence that did not fit the normative

expectations of the actors involved in the RFP. Indeed, the actualized activities followed

a design that is unconventional for the competitive bid process, as the bidders for the

contract were actively invited to suggest changes to the RFP requirements after their

official proposals had already been received. This deviation from the institutionalized

pattern was exactly what the losing bidder protested in the lawsuit; that the University

and the winning bidder were in fact guilty of collusion in the award of the multi-million-

dollar bus contract.

Table 7.4: A plot summary of the campus bus RFP

RFP launch	Central propositional design issue	Main players	Process breakdown	Project resolution
Early summer 2010: After 7 years the campus bus contract with University Transit is about to expire, motivating the launch of this new RFP.	Which vendor will provide the University campus bus service for the next 10-15 years?	-Linda Delgado as principle buyer; -University Transit as incumbent vendor; -Jansen's Public Safety Department as requesting party.	*Pragmatic design error:* The Purchasing Department negotiates pertinent RFP requirements / contract terms with the bidders, after their proposals have been received. University Transit claims this procedure to be unlawful.	The University awards the contract in October 2010 to Premier Bus, the only bidder competing with University Transit. The latter protests the contract award and then sues the University for collusion in December 2010.

This breakdown represents a paradigm case of the pragmatic design error type, as the trouble was located in the design of the overall activity in terms of its rationale and actualized interaction sequences. The specific actions of changing the RFP requirements in deliberation with the bidders appeared to be effective and legitimate as part of the activity type that so emerged among the bidders and Jansen's Purchasing staff. However, it was that very activity type that the losing bidder later claimed to be unacceptable, and its specific actions unlawful. Table 7.1 contrasts this type of breakdown with other types. Table 7.4 above summarizes the central elements of this case. The following subsection develops a reconstruction of the breakdown activities based on a lawsuit document and retrospective interviews with Linda and Chris. The second subsection develops a comparable analysis of this breakdown type, observed in the course of the office supplies RFP.

Pragmatic design error in the bidding of the campus bus contract

During an interview on January 14th, 2011, Purchasing Director Chris reports that the inevitable has happened in the ongoing bid protest in the campus bus RFP: "What I'm about ready to tell you, for me, it's my ultimate nightmare. And what happened since the protest letter, that was escalated to a full-fledged lawsuit against the University. And naming everybody and their brother, basically" [IT 15, 7-10]. He is referring to a lawsuit by University Transit, the incumbent vendor of Jansen's expansive campus bus system. In October 2010, this vendor saw its multi-million-dollar contract with the University go to its only competitor in the RFP, Premier Bus. A regular bid protest procedure followed, through which the vendor obtained additional information about the bid evaluations

through a PATA request.[85] Next, University Transit initiated a legal investigation and finally a lawsuit that got Linda and Chris personally involved.

University Transit's lawyers demanded and obtained the complete corpus of personal email exchanges between members of Jansen Purchasing and Premier Bus, on the basis of which they accused the University and their competitor of collusion in the competitive bidding process. According to the central allegation, Linda as the principle Buyer for this RFP deliberately amended the RFP requirements in secret deliberation with Premier Bus's account representative Tony Raggatio, rendering the RFP more favorable to his proposal. This would indeed be in violation with the University's and the State's regulations for competitive bidding. However, all three parties together (the two bidders and Jansen) appear to have had collaboratively initiated the actual activity that resulted in the actions objected to in the allegations. Thus, this breakdown involves an error of pragmatic design, regarding not the performative properties of the activity's execution (as in the travel RFP case), but the pragmatic design of its overall activity type.

University Transit's lawsuit comes as a dramatic happening to the Purchasing Department. Linda has "taken it hard" [FN 69, 17], Chris tells the researcher months later. Linda's emotional grievance is no surprise since she is still in the first year of her position as Associate Director when the lawsuit cites her personally for an offense serious enough to be sentenced to jail. In addition to this personal grievance, the lawsuit also poses considerable trouble for the ongoing contracting process. Chris explains that if University Transit manages to void their competitor's new contract through a court order, Premier Bus may somehow have to recall their deep investments for a fleet of brand new

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[85] PATA refers to the State's Public Affairs Transparency Act.

buses for the University. This could turn into an operational/legal disaster for Jansen, as

he further elaborates:

Excerpt 7.12: Transcript of an interview with Director Chris [IT 15, 110-116]
1. Now, what this lawsuit does, it sort of throws this possibly into a whole…it
2. just…I can't even put words to it. It really does disrupt the process. And you
3. don't know whether to tell the vendor who was awarded the contract, "Stop
4. everything you're doing, because if this doesn't go the way that we want it to go,
5. then we don't want to have to pay for whatever investments you've made up to
6. that point," because you could do that, and you can end up getting sued by both
7. parties now.

Thus, this breakdown potentially imposes a complete hold on the development of

the contracting process, with the additional risk that the newly contracted Premier Bus

might also undertake legal action against the University. So what happened in the course

of the RFP that led to this strenuous breakdown? Given the escalated character of the

explicit disagreement about the contracting process, this retrospective analysis can only

interrogate the opposing views and accounts of what happened.

University Transit's lawsuit account. To start with the official account of the

plaintiffs: University Transit's attorneys cite among others the following allegation in the

lawsuit:

Excerpt 7.13: From University Transit's lawsuit against Jansen University
In June - October 2010, and continuing through the date of this filing, Defendants
Jansen, Linda Delgado, Premier Bus and Antonio "Tony" Raggatio engaged in
numerous communications and conspired to develop and implement, and did
successfully develop and implement, a plan, scheme and program by which
Defendant Jansen changed, substantially modified, amended and, in places, deleted
material portions of the Bid Specification and other requirements under RFP #4687
Campus Bus System, resulting in a Bid review and evaluation process and Contract
award procedure that operate to award the subject multi-million dollar Contract to
Premier Bus without competition.

Thus University Transit casts legal doubt on the legitimacy of the University's

competitive bidding process, as executed in the case of the campus bus RFP. They use

this objection against the University's bid evaluations as argumentative grounds to make their ultimate demand in court: "Entering an Order declaring that any contract award to Premier Bus under RFP #4687 Campus Bus System is null and void and of no legal effect." Thus, they explicitly qualify their objection against Jansen's performative design of the bid evaluation process as reason to revoke the propositional design claim that the contract be awarded to their competitor. To corroborate the objection, the lawsuit cites Jansen University's own purchasing policies at length, and emphasizes the following clause about communication rules in the competitive bidding process, which indeed appear to have been violated:

Excerpt 7.14: From Jansen Purchasing policy, cited in University Transit's lawsuit
COMMUNICATION WITH BIDDERS
Individuals/departments shall not directly communicate with bidders when Purchasing has issued a request for proposal or quote. A challenge (bid protest) to the integrity of the University's bid process can occur when Requesters interact with suppliers during the competitive bidding process. If a communication to bidders is advisable or needed during the bid process, Purchasing will send a written statement to all bidders.

In light of these formal rules for the University's preferred activity type for the competitive bid process, the lawsuit outlines and quotes objectionable email exchanges between Linda, and Tony Raggatio of Premier Bus. These emails were dated during the bid evaluation stage when such direct communication is dispreferred (see Excerpt 7.14). Moreover, they contain explicit statements of intent from both parties to adjust the RFP requirements as well as the bidder's proposal, "so we can modify in a way that we get to where we both need to be" (Linda, in an email to Tony, as quoted in University Transit's lawsuit). The attorneys of the rejected vendor claim that these communications violated the University's own policies, as well as State law, and qualify them as "not just unfair

and improper in the contracting and procurement context, but [also as] unconscionable and unfair in the bidding and RFP arena."

University Transit's account of the Purchasing Department's problematic RFP actions constructs an explicit textual frame for the interpretation and judgment of Linda and Tony's conduct. The lawsuit presents the University's competitive bidding process as an unambiguously defined and formalized sequence of activities based on articulated moral principles (e.g., "fair, competitive, and equitable"). It establishes a documented formulation of the activity type for competitive bidding, to serve as a normative framework for the contested instantiation of this activity type. Such formal grounding in authoritative organizational texts including the University's policy statements answers to the legitimacy standards for a plaintiff's legal reconstruction of the accused misconducts. However, an ethnomethodological reconstruction of the breakdown should also consider the informal, interactional ways that normative frames are jointly constructed for the interpretation of meaning, action and coherence in ongoing activities (Jacobs, 2002). For this the analysis turns to interview accounts by Linda and Chris. They do not deny that the RFP requirements were amended after the bid evaluations had already started, but they suggest that these actions were part of an alternative activity type that emerged through the collaboration of all parties involved.

Linda and Chris's interview accounts. Chris's account of the process breakdown acknowledges the importance of organizational text and policy in the contracting process, but reveals that it is subject to parties' active interpretation as they jointly coordinate their activities. Such interactional construction of activity is subject to the oppositional character of the disagreement management in which text is only one source for the

interpretation of the activity type. This is evident in how Chris talks about a confusion

concerning the 'best and final offer' in the competitive bidding process:

Excerpt 7.15: Transcript of an interview with Director Chris [IT 15, 139-150]
1. Chris: (…) really what it does come down to is language, because in the bid[86]…
2.   It actually says that the University will, you know, bring folks in, do
3.   presentations, will negotiate an offer, you know, go through this what's
4.   called "best and final offer" scenario.
5. Res.: Yeah.
6. Chris: What they're contending is that, "You didn't offer that to us." Well, in the
7.   best and final scenario, you usually isolate who, ultimately, has got the
8.   best proposal, and then once you know who that is, that's when you start
9.   to go into the final negotiations.

Chris in this excerpt starts with describing important textual material that frames

the competitive bidding activity type; the 'language' of the RFP document. But then in

the second part of the excerpt (lines 6-9), he shows that University Transit and the

Purchasing Department held different interpretations of how that language defines their

RFP activities. According to Chris, the request for a 'best and final offer' is deliberately

given to only one bidder, in the interest of fair disagreement management: "You can't

play one vendor against the other until you finally get what you want" [156-157].

Without privileging one account or text over the other, this analysis confirms through

Chris's account that confusion and disagreement arose between University Transit and

Purchasing about the rules of the competitive bid activity type.

Linda's retrospective account of the origins of the breakdown yields further

insight into the emergence of alternative interpretations, and how an alternative activity

type for competitive bidding actually emerged as a joint construction. The denounced

amendment of the proposed contract is described in University Transit's lawsuit as "a bus

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[86] As is common among the staff members of the Purchasing Department, Chris uses the term 'bid' here to refer to the RFP document.

amortization provision that actually has the University buying back fifty (50) buses if the Contract is not extended at the end of the 5th and 10th year of the term." This provision would decrease risk to the vendor compared to what was stipulated in the original RFP draft, because it would prevent loss of capital in case the contract would not be extended after five and ten years. University Transit claims that Premier Bus was offered this option exclusively, harming fair competition.

However, it appears from Linda's account that the option of this clause arose as part of an adaptation of the regular competitive bidding activity—an adaptation that was, according to her, initiated at first by University Transit themselves. As Linda explains, "when we did the proposal, we required new buses and that they'd be changed out every ten years" [IT 14, 542-543]. This would be a costly demand for the vendors, which would limit their ability to propose competitive pricing in their bids. She recalls that when University Transit gave its vendor presentation, they suggested that alternatives to the ten-year requirement might enable them to provide more competitive pricing to the University. Upon learning this, Linda explains, "We'd gone back to both vendors and asked them to give us some creative proposals" [545-546]. She further accounts for these unconventional changes to the RFP as something that happened in collaboration with both vendors:

Excerpt 7.16: Transcript of an interview with Assoc. Director Linda [IT 14, 548-572]
1. I forget exactly what the supposition was that we went back to them with. But in
2. University Transit's response, they said, "Well, if you lessen the ten-year
3. requirement, and you allow us to operate the buses for longer, we could save you
4. X amount of dollars." Well, we went back to Premier Bus and said, "Okay. What
5. if we lifted this requirement, what could you do for us?" So, that we had a real
6. apples-to-apples comparison. Here, we kind of—I think we went down one path
7. with University Transit and they [Premier Bus] kind of proposed this other path.
8. And we were like, "Oh, great. Now what? We don't have an apples-to-apples."
9. Well, when we did that with Premier Bus, Premier Bus came in lower than with

10. what we're currently paying University Transit today. So, it was a really slam
11. dunk, they're biodiesel, they're doing things with [tablets] and [smartphones] and
12. technology that University Transit is just now testing. They already have installed
13. in the routes. They're going equip the buses with the automated voice
14. announcement system. So, there was a lot of wins with this vendor. So, again, I
15. don't know what University Transit's protesting. We've gone through the
16. evaluation. We did a pure apples-to-apples comparison. When we finally
17. negotiated a contract, the final contract looks a little bit different than the original
18. bid because Premier Bus proposed a five-year extension, an additional five-year
19. extension and dropped the price further. Then the Department [of Public Safety]
20. decided, "We'll take it. It makes sense."

Linda's account in this excerpt attests that the interactions with the bus vendors indeed deviated from the University's formal policy for the competitive bidding process (as cited in University Transit's lawsuit in Excerpt 7.14): Purchasing *did* communicate directly with the bidders, not only after the RFP had been issued, but also after the first proposals had been received, with the explicit aim to modify both the RFP and the proposals. This communication further violated another purchasing rule that was also noted as an issue in the case of the Campus Center RFP: "Potential vendors shall not base their proposal on verbal information from any employees of Jansen or otherwise."[87] Therefore, judged by Jansen's own rules for competitive bidding , University Transit's allegations appear at least partially correct, and the interactions of Linda's account thus point to possible errors of *performative* design: The targets of disagreement involve specific actions carried out in the context of an explicitly agreed-upon activity type.

However, Linda's account also includes contextual pragmatic reasoning that she followed regarding the course of action as it emerged in the interactions between the Purchasing Department, the (requesting) Public Safety Department, and the two bidders.

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[87] This rule was taken up in the Campus Center RFP document (see Chapter 5). It may be taken to apply as well for the campus bus RFP, or at least as a rule of which Jansen Purchasing staff is aware if it was not explicitly taken up in the RFP document for the campus bus RFP (this data is not available).

This pragmatic reasoning appears as the ongoing shared product of the interactions among the involved parties. In response to University Transit's suggestion that an alternative model for bus renewal would be more amenable to cost savings, they (Purchasing and the Public Safety Department) requested from both vendors to revise their proposals based on the relaxation of the ten-year requirement for the buses (lines 2-4 of the excerpt above). This belated adaptation was already in violation of the University's competitive bidding policy, but since it was not met with any resistance at that time, it prepared the way for an alternative kind of exchange to take place. The sequence of interactions that ensued was accompanied with a new logic or rationale, signaling the instantiation of a different activity type. Linda accounts for this sequence and rationale in lines 1-6 of the excerpt. The main goal became to arrive at an 'apples-to-apples comparison,' or to try to set similar conditions for both bidders to generate proposals that could be compared by the same requirements.

The newly emerged alternative activity type was not as well defined as the University's standard (and preferred) activity type for competitive bidding; no formal rules of the game had been laid down in writing. Yet, the players appear to have gone along with the new game as if they recognized it instantly, following what Mannheim (as cited in Garfinkel, 1967/1984) labeled as a "documentary method of interpretation," which "involves the search for '… an identical homologous pattern underlying a vast variety of totally different realizations of meaning'" (p. 78). No direct observational or recorded data is available of the interactions that Linda reports through which the bidding and purchasing parties achieved this new intersubjective understanding of the unfolding activity. However, Linda's rationally oriented account conjures up a picture of the

interacting parties' 'frame by frame' interpretation (Heritage, 1984) of one another's actions as "'the document[s] of,' as 'pointing to,' as 'standing on behalf of' a presupposed underlying pattern" (Garfinkel, 1967/1984, p. 78). This presupposed pattern, then, was being developed action by action, as the parties interpreted each subsequent action in light of that emerging pattern.[88]

Departure from the norm was signaled also in the new and accounted-for activity type, as Linda briefly hints in lines 6-8: "Oh, great. Now what? We don't have an apples-to-apples." Although she does not further elaborate on it, her mention of the deviation reconfirms the new rationale that had arisen in parallel with the unconventional sequence of interactions. It signals that what they were doing at the time was still intended to be accountable to some activity type, even if the University's formalized activity type appears to have been violated or even abandoned. Based on this new legitimacy standard, they evaluated the revised proposals and selected Premier Bus as the winner of the bid, for which Linda lists overriding arguments (lines 9-16).

In lines 16-20, Linda accounts for the outcome of this amended process in a way that confirms the analysis that pragmatic, performative, and propositional design issues provide the argumentative structure that enables the management of a complex disagreement space. The arguments about having to make an 'apples-to-apples' comparison' between the proposals supported the (implicit) pragmatic design claim about

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[88] This analysis finds further support in Heritage's (1984) elaboration on the documentary method of interpretation. He specifies that interactants can get no 'time out' (p. 100) from this normatively accountable procedure for the construction of intersubjectivity. Moreover, he discusses the special role of apparent deviations from a norm in this interpretative task. Heritage revisits Garfinkel's *breaching experiments*, which demonstrated that people's assumption of intersubjectivity in interaction is so deeply ingrained, that they will interpret deviations from an expected norm (e.g., Jansen's official policy for competitive bidding) as intelligible in light of some other reasoned and accountable sequence of events (e.g., the adapted activity that both Linda and the lawsuit describe).

the legitimacy of the emerging new activity type. This pragmatic resolution in turn justified performative design arguments about the legitimacy of the collaborative RFP- and proposal revisions that would otherwise be illegitimate in the University's conventional activity type for competitive bidding. And finally, the pragmatic and performative design claims together form the support for the eventual contract with Premier Bus, which Linda admits differs from the contract that was originally proposed and imagined in the RFP and the bidders' first proposals.

These argumentative interrelations between the different design issue types appeared as real to the Purchasing actors in this process. Linda recounts the explicit reasoning about the various issues by members of the requesting Department of Public Safety, which contributed to the emergence of the new activity type. She recalls that when University Transit proposed to drop the commitment to renew buses after ten years, the requesters responded by saying, "You know what? We really don't need it. If we really don't need it and we were to remove the requirement, what would both vendors bring to the table?" [IT 14, 781-783]. The ten-year requirement features as the subject of a propositional design issue here, being a specific clause that was proposed to be in the final contract. The supposition that they might resolve this issue in favor of removing the requirement from the RFP almost necessarily implied that it would alter the course of the bidding process. The question "what would both vendors bring to the table?" produced this implication of an altered line of action, warranted not only through further reasoning about alternative actions and possible outcomes, but also through the bidders' cooperative responses to the proposed RFP alterations.

Linda and Chris's accounts show a collaborative development of interactional rules for accomplishing certain higher-order goals. This interactional 'conventionalization' endowed the alternative activity for competitive bidding with an institutional quality, given the involved actors' tacit recognition of it as an activity type that they were together instantiating. Similarly, routines for conversational turn taking and face saving are interactional institutions that serve universal goals of conversation (Brown & Levinson, 1987; Schegloff, 2006). Such interactional rationality and its institutional adaptation have significant constitutive functions that remain unaccounted for in Taylor and Van Every's (2000) 'emergent organization.' The shared interactional and pragmatic reasoning of the co-designers in this episode actually generated the new institutional understanding of the alternative activity type. But this alternative appears to be institutional also in another way; it shows resemblance to an institutional pattern specified in the professional field of contracting.

The institutional reality of the alternative competitive bid activity. The negotiation of the RFP/contract terms that emerged as an alternative to the standard competitive bidding procedure appears to be more than only the contingent outcome of local departures from an organizational standard. The alternative activity that arose has in fact been typified in the professional field of supply chain management—it is an institutional reality. In his guidebook, *Successful RFPs in construction: Managing the request for proposal process*, construction executive Richard T. Fria conceptually distinguishes two different approaches to the RFP process, "the negotiated 'team' approach and the competitive-bid approach" (Fria, 2005, p. 8). In making his case for the former approach and describing its stages throughout the book, Fria argues that one of the advantages of

the negotiated approach is value-added participation of contractors (vendors). In this approach, "the proposed terms [of the contract] are subject to negotiation and refinement" (p. 97). Unlike the competitive-bid approach in which contract terms are established by a textual merging of the RFP document and the winning proposal, the negotiated approach prescribes active collaboration between the bidding and purchasing parties in order to define terms that are agreeable to both.

To Fria (2005), open negotiation of the contract terms is a matter of producing 'buy-in' for all parties involved, and the purchasing party should give this opportunity to more than one bidder at once, if possible. By opening negotiations with bidders whose proposals have been evaluated as viable, he holds, "the contractor[89] tends to assume ownership of the design and related costs" (p. 9), whereas the open-bid approach "provides no opportunity for value-added participation by the contractor during the design stage" (p. 9). Co-design results in more mutual commitment to the contract, according to Fria. But more importantly for the current analysis, such co-design appears very similar to what Jansen Purchasing did for the campus bus RFP, in collaboration with bidders University Transit and Premier Bus. This appears both from University Transit's lawsuit and from Chris and Linda's interview accounts of the contracting interactions.

Thus, the joint construction of the alternative RFP activity could be understood as following a more or less well-defined activity type, considering the reported reasoning about the emerged sequence of interactions, and given its institutional typifications in professional SCM literature. This conclusion by no means eases the personal grief or operational disruption that the lawsuit caused for both the accusing and the accused. It

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[89] Fria (2005) uses the term 'contractor' where this dissertation uses the terms 'bidder' or 'vendor.'

also should not be taken to imply the righteousness of either of the parties, or the legitimacy of their actions. There is no sufficient data available to find fault on behalf of either party, nor does such judgment in this legal issue have a place in the context of this study. Rather, this conclusion points out that the process breakdown constituted extended disagreement over the course of action that had been taken in this RFP. This course was an instantiation of an activity type that in retrospect appeared too contestable for at least one of the involved parties than is desirable for effective and legitimate disagreement management.

Implications about breakdowns related to pragmatic design. The breakdown thus constitutes a pragmatic design error; the process failure was due to inadequate management of the pragmatic design issue regarding what it is that the contracting actors should be doing together. It is distinct from the *performative* design error-type of breakdown, given that the problematic actions might actually be justified in the context of the activity type that was instantiated.

Note that this analysis passes no judgment regarding the effectiveness or legitimacy of either one approach to the RFP process that Fria (2005) typifies institutionally. Whether Jansen Purchasing should implement something like the negotiated approach or more of a competitive-bid approach is not a question that can be answered here. However, the case of this breakdown indicates that the combination of leveraged institutional and interactional tools—such as the University's purchasing policy and the open renegotiation of contract terms after bid reception and vendor presentations—did not succeed in generating agreement on the fundamental pragmatic

design issue regarding the appropriate procedure for resolving central issues of the contract's propositional design.[90]

The conclusion of this case has two important implications. One regarding the specific practice of contracting in this study: The case shows that the occurrence of a formal bid protest is not a process breakdown in contracting—the process only really broke down upon University Transit's filing of the lawsuit. The bid protest procedure, though dispreferred in the lived experience of the Purchasing staff, is an instrument designed for active disagreement management. It is a procedure for constructing and testing argumentative support for a proposed propositional design claim about the contract: which bidder should be the contracted vendor for the commodity? It also defines rights and commitments of all involved parties as it directs the disagreement towards effective and legitimate resolution of the contested propositional design issue. The occurrence of the lawsuit following the bid protest in this case helps define what a process breakdown entails, as it involved the explicit design to undo the proposed resolution of a contested propositional design issue. As an activity, the lawsuit thwarted propositional design work, which cannot be said of the procedural bid protest activity.

A second, more general implication concerns disagreement management conceptually, possibly extending beyond the practice of supply chain contracting: The case of the bus lawsuit emphasizes communication design practitioners' vested concern for the procedures of design issue resolution. The propositional design disagreement of this case escalated not just to a performative, but also to an explicitly pragmatic disagreement about activity types. The contracting actors' accountability practices

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[90] One might say that the Purchasing Department's espoused theory (of competitive bidding) does not match its theory-in-use (of contract negotiation), following Argyris and Schön's (1974) distinction.

responded to the need to retrospectively construct complex argumentative support

involving all three design issue types. Their awareness of this pragmatic link between

their local activities and the institution of public procurement at large was in fact so

explicitly evident that it generates the image of complex disagreement management as the

basic generative dynamic in the constitution of an institutional practice. This suggestion

will be explored next, through the analysis of overt interactional challenges against the

pragmatic design of ongoing activity in the live unfolding of an RFP process.

Pragmatic design error of the office supplies negotiations

On June 15th 2010, Casey Clay, Regional Vice-President at Paper Joe, is leaving

Jansen's Purchasing Department, where Linda Delgado just informed him of his loss of

the longstanding three-million-dollar office supplies contract with the University. Until

that day, almost a full year has passed since Paper Joe submitted its bid for contract

extension in response to the University's RFP for office supplies. Casey's suspense must

have been steadily increasing during the last two months, after his company's last visit to

Jansen Purchasing on April 5th. They were among the RFP's three 'finalists' that were

invited for vendor presentations that day at the Purchasing Department. After that visit,

time passed by without a word from the University, so Casey contacted Linda and her

boss Chris Kent repeatedly to ask for updates. He received a similar response each time;

they hope to have news for him soon. He even resorted to offering the University a half

million dollars as a bonus for awarding the contract to Paper Joe, but to no avail. Finally

Linda invited Casey to her office to discuss his bid, not adding that the news she would

have for him was going to be negative. She proposed this personal meeting not out of

protocol, but because they already knew each other from previous jobs in university

procurement, and because Paper Joe had been Jansen's main vendor of office supplies for years.

The meeting however, became a very uncomfortable turn in the RFP process, which can be reconstructed from Linda's account as the painful outcome of a pragmatic design error. Casey's grief was palpable at the meeting, for being excluded from contract negotiations with Jansen, and then being rejected almost a year after submitting a proposal. At the meeting, as soon as Linda told him that the contract award had gone to his competitor Bureau Supplies, he did not give her a chance to elaborate much on the decision rationale; "[H]e was very much, you know, 'Thank you very much,' and pretty much walked out the door. Didn't want to sit and do small talk, didn't shake hands, just left. So I was like, 'Okay'" [IT 9, 113-116], as Linda told the researcher in an interview the day after her meeting with Casey.[91]

From error to controversy. This incident was one of many bottlenecks in the process of reviewing and turning down Paper Joe's bid in the office supplies RFP. Besides the significance of losing a $3,000,000 contract, a number of factors contributed to the roughness of the business interactions between Jansen and Paper Joe. First, until the final procurement decision of this RFP, Paper Joe owned as much as eighty percent of the University's office supplies market, besides its two on-campus competitors Bureau Supplies and Hendrix Ltd. Second, Paper Joe had been doing uninterrupted business with Jansen for over twelve years with good relations. Until its official expiration one year before the initiation of this new RFP, Paper Joe's multi-year contract was being extended monthly, based entirely on good faith. Finally, two months after submitting their bid to

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[91] The researcher attempted, but did not obtain Casey Clay's informed consent for participation in this study; hence, no direct observational or recorded data of the meeting is available.

Jansen, Paper Joe won the first statewide office supplies contract for the State's public

agencies, symbolizing a seal of business viability that nevertheless did not receive

Jansen's recognition.[92]

Paper Joe's good reputation fortifies its status quo as the University's preferred

office supplies vendor at the outset of the RFP. It raises the general expectation that the

new contract is likely going to be awarded to the University's most popular incumbent

vendor again. As the RFP process develops, this expectation is reflected on all sides of

disagreement space. It fosters resistance to possible changes on the part of the

commodity's end users; complacency among Paper Joe's staff as they answer to the RFP;

and reluctance on the side of the Purchasing staff, who will have to manage the decision

making in this charged environment.

This section picks up the analysis of the office supplies RFP from Chapter 6, at a

point where the RFP's complexities are starting to pose real problems; when it has

become clear that the contract will not be awarded to Paper Joe, but more likely to its

competitor Bureau Supplies.[93] As shown in Chapter 6, the RFP planning meeting and the

RFP committee meeting already revolved around managing the pragmatic design issue of

the legitimacy of the proposal evaluation procedures and with it, the acceptability of the

top-three ranking of the bids in the eyes of the new committee members. Now that the

RFP evaluation stage is over and Linda has started contract negotiations with Bureau

Supplies, the pragmatic design issue of institutional legitimacy arises again as Casey

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[92] Paper Joe took this public vote of confidence as an opportunity to argue that Jansen University cease the RFP process and adopt their state contract. However, the appeal was not heard since Jansen is lawfully entitled to manage procurement independently of the state government.
    [93] Table 6.2 in Chapter 6 presents the plot summary of the office supplies RFP.

starts contesting the evaluation outcome—even if he can only fear that outcome in the absence of an official notification from the University.

The RFP process comes to revolve around a pragmatic design controversy with Casey Clay's repeated attempts to start contract negotiations with Chris and Linda. His offer of a signing bonus functions as a pragmatic design claim that challenges Purchasing's preferred activity type of continuing the secret and exclusive contract negotiations with Casey's competitor. This struggle about which activity type to instantiate points to the ulterior problem that the Purchasing Department is thus instantiating an activity type that is disagreeable to another party involved in the RFP. Indeed, as in the previously discussed case of the campus bus lawsuit, the breakdown in this case first concerns a pragmatic design *error*, before it turns into a *controversy* through overt challenges against the Purchasing Department's activity type.

The remainder of this section first focuses on the error of pragmatic design—the secret and exclusive contract negotiations with Bureau Supplies. The rationale for this disagreeable activity type is reconstructed from interview data, and contrasted with an alternative activity type that might have been preferred in this case—and was, at least by Casey at Paper Joe. It is then considered how Casey does not explicitly object to Purchasing's pragmatic design, but instead performs actions such as the bonus money offer, in order to knowingly obstruct the University's preferred activity type for disagreement management. The analysis points out that the pragmatic design error is both integral to and constitutive of disagreement management for contracting.

The pragmatic design error of exclusive contract negotiation. In the previous chapter it was seen how Linda successfully managed the disagreements of the office

supplies RFP by uniting the RFP committee in their decision to award the contract to

Bureau Supplies. For this vendor, nine months of uncertainty after submitting their

proposal thus come to an end when Linda brings them the good news on April 6th, the

day after the vendor presentations (Excerpt 6.7 reports on the vendor presentations

meeting). However, the prolonged uncertainty continues for the other bidders in the RFP,

as they receive no word of the committee's decision. The problem that this causes for

Paper Joe's account representative Casey clearly resounds in the email that he sends to

Linda on May 5th, a full month after the final vendor presentation:

> *Excerpt 7.17: An email from Paper Joe's VP Casey Clay to Associate Director Linda*
> Hello Linda:
> As always, hope things are going well for you.
> As a follow-up to my voice mail earlier today, we wanted to check and see if there's
> any update on your office supply RFP? We understand your evaluation criteria was
> not solely based on price and therefore we would be happy to provide any further
> information and/or clarification to help make your decision? Typically, in our
> business, long periods of silence is not a good sign that a decision is going your way.
> So naturally, we are anxious to hear any update you might be able to share.
> Thanks and hope to hear from you soon.
> Regards, Casey

On the same day that Linda receives this email, she has the second contract

negotiation meeting with the Bureau Supplies Sales Manager, so Paper Joe or other

bidders are likely not her priority. The next day she replies to Casey that she hopes to

have an update for him "in the next couple of weeks." In his response, Casey makes his

intentions slightly more explicit: "Again, let me know if we need to discuss anything

relative to our proposal." Yet more explicitly, within two weeks he makes his bonus offer

to the University in a letter addressed to Chris and Linda: Paper Joe is offering the

University $500,000 if it awards their bid with a contract extension. When after another

week he has not received any response from Jansen, Casey follows up on his offer with a

phone call to Linda. He tells her that he has heard through the grapevine about her
contract negotiations with Bureau Supplies. Linda's response to this is (as she later
reports to the researcher), "I can't disclose anything at this point, but no, a decision has
not been made" [IT 8, 205-206].

Why does Linda keep Casey so much in the dark throughout these interactions?
She tells the researcher that Paper Joe is "extremely anxious" [IT 8, 183], which she
attributes to the problem that "This has kind of been lingering now for a year" [186].
Thus she recognizes and understands Casey's increasingly desperate attempts to engage
her about his company's proposal, yet she responds to each attempt with equivocation.
Linda's deliberate rationale for this appears to be part of a disagreement management
strategy to keep the conclusion of the RFP evaluations secret to outsiders as long as she
has not finished contract negotiations with Bureau Supplies. So, in the interest of the
effective performative design of her preferred activity type in the contract negotiations,
Linda strives to preserve the confidentiality of the RFP committee's resolution about the
propositional design of the contract.

This strategy appears from the following interview account, in which Linda is
generally updating the researcher on recent developments of the office supplies RFP. Just
before the beginning of this excerpt she talks about Casey's telephone follow-up on his
offer of the signing bonus:

Excerpt 7.18: Transcript of an interview with Assoc. Director Linda [IT 8, 206-251]
1. Linda: We weren't – I don't think we were even halfway through [negotiating]
2.   the contract at that point. Um, but knowing full well I'm negotiating with
3.   Bureau Supplies…
4. Res.: Yes.
5. Linda: The problem I run into is if that negotiation had fallen through, had I told
6.   Casey Clay that I was in negotiations with Bureau Supplies, then that puts
7.   me in a worse situation if I had to go to him and say, "Well, now I have to

8.   open negotiations with you." So it was this really funny line to – to walk,
9.   which I haven't had to do before. I haven't had to remove an incumbent
10.   uh, supplier. So (…)
11.   [Researcher confirms with Linda that she means Paper Joe]
12. Linda: So, I reached out to him last night and asked him if he had some
13.   availability this week. Because then, he followed up with another email
14.   last week to tell me why they sent us an – a letter for half a million
15.   dollars…
16. Res.: Mm-hmm.
17. Linda: -and reminding me the cost of switching – switching vendors is X percent
18.   and, I'm like, okay they're desperate now, and I will tell him quite frankly
19.   when he's here, 'this would have been nice to have seen in August of last
20.   year.' And I'm going to bring their bid with me and I'm going to go
21.   through it with them and tell them exactly where the problems lie. What
22.   I'm doing is I'm backing myself up into a corner though. If for some
23.   reason, Bureau Supplies comes back and cannot sign that contract, I've
24.   got to close this bid. So I will not be able to renegotiate with the other two
25.   vendors at that point. We would have to re-bid it.
26. Res.: Yes.
27. Linda: But given the fact that we're already a year out?
28. Res.: Mm-hmm.
29. Linda: I'll re-bid it if I have to renegotiate with anybody at this point because the
30.   pricing is so out of whack.

In lines 1-3 of the excerpt, Linda points out the inconvenient timing of Casey's

bonus offer, and qualifies it as part of a deliberate strategy on his behalf, given that he

knows "full well" that she is in the midst of negotiating a contract with his competitor

Bureau Supplies. Then in lines 5-10 she explains the importance of keeping her

negotiations with Bureau Supplies secret to other bidders: She needs to have a viable

back-up candidate for when the current contract negotiations might fail, and she fears that

Casey's knowledge of such a failure would diminish her position in the possibly ensuing

negotiations with Paper Joe. In lines 21-22, Linda characterizes her eventual decision to

disclose the results of the RFP evaluation to Casey as 'backing herself up into a corner':

It might harm her negotiation position to the extent that she would have no or few back-

up bidders to resort to for alternative negotiations—as if she were exposing her cards to all players at the table while playing Bureau Supplies for the win.

In these circumstances Linda thus needs to keep it confidential how the propositional design issue has been resolved (if provisionally) regarding which vendor should get the contract, and this is important for the effective performative design (or instantiation) of her preferred activity type for the contract negotiations. Linda's unexpressed premise for her pragmatic design of this activity type is that she can or will only negotiate with one vendor at a time, and it is this exclusivity of the negotiations that Casey challenges with his signing bonus offer. The need for Linda to respond to this offer thus has implications for the management of design disagreements of all three issue types: which bidder appears to be winning the contract; whether or not this information may be disclosed; and whether or not the contract negotiations may take place with more than one bidder at once.

Given all this disagreement-management complexity it is not strange that Linda describes her interactions with Casey Clay as 'a funny line to walk' (line 8). Casey's offer is a shrewd one: Linda could accept nor reject the bonus offer without also accepting or rejecting Paper Joe's bid for the contract—and she should not do either as long as she wants to keep her unfinished negotiations with Bureau Supplies exclusive and effective. Casey's offer, then, imposes on Linda the interactional obligation to provide a type-relevant response (acceptance or rejection),[94] but the institutional procedure of the contract negotiation stage (or Linda's preferred activity type for this stage) has thus far

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[94] The type-relevant responses to Casey's bonus offer are determined by a conversational 'sequential implicativeness' regarding the turn type whose relevance is projected by a sequentially preceding turn/utterance (cf. Schegloff & Sacks, 1973).

constrained her responses to equivocating promises for more information 'soon.' This has been dissatisfying Casey for a while, given of course his competitive commitments in the RFP (he wants to hear a 'yes'), but also given the interaction order's conversational norm that Linda violated several times by not responding to his offer 'in kind' (she is not even giving him a 'no'). Finally however, as Linda announced earlier in the interview, "At this point, I have to bring them in. I can't – I can't wait until I have a signed contract because it – it's just isn't the right thing to do" [IT 8, 183-185].

Hence, as she explains in lines 16-19, Linda prepares to have a personal meeting with Casey in which she will give him the bad news of the RFP committee's negative evaluation of his proposal. With this move, Linda will effectively call out from the disagreement space the (virtual/implicit) pragmatic design standpoint that the ongoing contract negotiations with Bureau Supplies should remain confidential, and sacrifices it in order to address the competing performative design issue of how to acceptably reject Paper Joe's offer and proposal.

In lines 22-30, finally, Linda makes clear how destructive her meeting with Casey could become for the negotiation activities: She would have to terminate the ongoing RFP and launch a new one if Bureau Supplies does not sign the contract—both because of her supposedly diminished negotiation position, but also because of the outdated pricing in the (almost) year-old proposals (such as those by Paper Joe and Hendrix Ltd.). This pragmatic reasoning is key to Linda's equivocation or strategic ambiguity (Eisenberg, 1984) in the RFP process. But given the trouble that this strategy is giving her, and the grief that it is causing for Casey Clay and possibly other bidders, the normative question arises whether Linda's preferred activity type for the contract

negotiations is adequate for the disagreement management in this stage of the RFP.

Should she really limit the negotiation to one bidder only? And should she thus indeed

discipline the disagreement space to the degree of keeping the propositional design issues

of the RFP evaluation officially unresolved to the public?

An institutional alternative to exclusive contract negotiation. These normative

questions are similar to the ones asked in the case of the pragmatic design error of the

campus bus RFP. There, the question was which activity type would be preferable for the

bidding process; that of a negotiated contract or that of a competitive bid. As in that case,

an institutionally typified alternative to the officially 'espoused' (cf. Argyris & Schön,

1974) activity type can be considered here, following Fria's (2005) professional

guidebook for the RFP process. Stipulating the role of negotiations in his proposed

negotiated approach, his recommendation is clear (p. 97):

> Although there may be a clear frontrunner, this is not always the case, and the
> negotiation may be conducted with more than one contractor. Either way, the
> negotiation should *appear* to include more than one contractor in order to maintain
> the highest degree of competitive response.

Linda's preferred activity type of exclusive contract negotiations is thus one

alternative among what is institutionally possible. She is not alone in this preference,

however, as her boss Chris supports the same standpoint on this pragmatic design issue in

the context of the campus bus RFP:

Excerpt 7.19: Transcript of an interview with Director Chris [IT 15, 147-157]
1. Well, in the best and final scenario, you usually isolate who, ultimately, has got
2. the best proposal, and then once you know who that is, that's when you start to go
3. into the final negotiations. If you did this with two people that say—you can do
4. that forever. "So-and-so said that they were going to give it to us for this." "Oh,
5. by the way, so-and-so…" and then, you know can continue to play one of these
6. guys against each other until the end of time. And that's what we want to avoid,
7. because it's… plus it's not fair. You can't play one vendor against the other until
8. you finally get what you want.

The different preferences between the two institutionally available activity types may be attributable to the fact that Jansen Purchasing operates in a field of semi-public procurement, whereas Fria's (2005) guidebook for RFPs in the construction area does not deal with the constraints of public procurement (and thus may be taken to concern private contexts especially).[95] However, the point of this analysis is that an alternative to the University's preferred activity type for contract negotiation appears not only institutionally available,[96] but was also implied quite forcefully through Casey Clay's actions after the undisclosed RFP evaluations. His countermoves against Linda's equivocating messages evidenced the pragmatic design disagreement regarding what it is that the University and the bidders should be doing. This lack of consensus about pragmatic design was shown to be troubling to both Linda and Casey, as well as potentially disruptive for the contracting process.

Pragmatic design disagreement and CCO. In comparison with the pragmatic design error in the case of the campus bus lawsuit, this case is much less explicit. Casey's attempts to open contract negotiations with Linda are interactional challenges to the ongoing activity with which he disagrees; they function as implicit objections against Jansen's pragmatic design of exclusive contract negotiations. In the campus bus RFP case, these challenges were very explicit, as they were officially spelled out by the rejected bidder's attorneys. So in the current case, the propositional design disagreement

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[95] Jansen University is not subject to the same State laws governing public procurement as other public agencies. However, the University is subject to regular State audits, which during the period of this study produced the explicit recommendation that Jansen follow State law in its procurement practices.

[96] As in the campus bus RFP's pragmatic design error, this analysis refrains from evaluating which activity type would have been preferable from the analyst's point of view. The issue has been the subject of extensive debate in the field of supply chain management, focusing on how the approaches of competitive bidding and negotiation in RFPs may lead to effective supplier selection and limit corruption in (public) procurement (e.g., Bajari, McMillan, & Tadelis, 2009; Fria, 2005; Goldberg, 1977; Søreide, 2002).

regarding the (projected/feared) procurement decision escalated to an explicit performative design disagreement, and only implicitly to a pragmatic design issue about activity types.

Another difference of this case contributes to the view of the constitutive potential of disagreement management. The interaction of the challenged activity type is still ongoing at the time that Casey starts the pragmatic design disagreement, in contrast to the retrospective disagreement in the campus bus case. This circumstance invites a form of reflection-in-action (Schön, 1983), and moves Linda to adapt the process to the arisen challenges as she resolves to officially notify Casey of the rejection of his company's bid. The occurrence of this adaptation adds to the insight that disagreement management is seminal to the constitution of institutional practice. Although not recognized by the Montreal School of CCO, normative reasoning is part and parcel of this constitutive phenomenon. This can be seen in the current case of the pragmatic design error of the office supplies RFP, but was also seen in the previous one of the campus bas RFP: Pragmatic rationality guided the informal emergence of the alternative activity type of RFP negotiation.

The constitutive function of pragmatic design disagreement becomes yet more apparent when the pragmatic design error of the office supplies RFP evolves into a pragmatic design *controversy*. This happens when the disparity between Linda and Casey's respective approaches comes to full fruition during their troubled meeting on June 5th.

Pragmatic Design Controversies: Competing Activity Types

In the three different types of process breakdowns discussed so far, a common characteristic is that the contracting process gets obstructed or delayed in proceeding towards the effective and legitimate resolution of an RFP's key propositional design issue(s). It may be useful here to briefly review the variations among them, before introducing the fourth type of process breakdown. In the three analyzed breakdown types, the management of the RFPs' disagreement spaces was seen to falter on issues of performative or pragmatic design. In the travel RFP's *pragmatic design impasse*, no pragmatic design claims regarding possible activity types were being defended or opposed consistently (Carina and Debbie lacked the expertise to decide on what needed to be done to launch the RFP). That same RFP's *performative design error* later on showed that also when a designing coalition does agree on which activity types to instantiate, this can be done ineffectively (the RFP committee did agree on its planned courses of action, but then failed to execute them due to a lack of initiative and/or participation). Finally, the *pragmatic design errors* of the campus bus RFP and the office supplies RFP displayed instantiations of activity types with which not all involved co-designers agreed (respectively, the instantiation of a competitive-bid approach versus a negotiated approach towards contracting; and contract negotiations with only one bidder versus with multiple bidders simultaneously).

The breakdown type to be discussed next, the *pragmatic design controversy*, is similar to the *impasse* variant in its difficulty for actors to arrive at an agreed-upon activity type to be instantiated. However, this difficulty for the *controversy* variant is due to deep or intractable disagreement among actors, thus mirroring the *impasse's* lack of

clear standpoints on the pragmatic design issue of possible activity types. It also differs from the two *error*-type breakdowns (of performative or pragmatic design), given that a *controversy* is characterized by irresolution (at least temporarily) regarding which activity type to instantiate, whereas the *error* breakdowns concern cases of *resolution* that turn out to be problematic in one way or another (performative or pragmatic).

What the pragmatic design controversy does share in common with the pragmatic design error is the contestation between actors regarding possible activity types. As this contestation may be enacted at different occasions (or, as Giddens [1984] might say, in different *locales*) with different actors present to participate in the disagreement, the degree of (ir)resolution about an activity's pragmatic design may vary from one encounter to another. And so it is possible that the pragmatic design disagreement at one point gets resolved authoritatively or unilaterally through the discursive or spatial exclusion of dissenting actors (the *error* variant), while at another occasion that same disagreement appears to strand in *controversy* due to dissenters' active involvement. This sequential occurrence of the different types of pragmatic design breakdowns is precisely what happened in the course of the office supplies RFP: While Casey Clay at Paper Joe at first could only minimally signal dissatisfaction with his exclusion from the contract negotiations, once Linda invited him to her office for a face-to-face meeting, he actually acquired a voice to actively oppose the University's exclusive contract negotiation activities.

This section first analyzes Linda's interview report of that meeting, and then compares it with observational data of a similar type of process breakdown in the context of the bike share RFP. The two cases illustrate how a pragmatic design controversy may

appear disruptive for the contracting process, while its autocorrection function also fundamentally defines the interactional constitution of the disagreement-management practice.

Pragmatic design controversy of the office supplies bid rejection

The day after the meeting between Linda and Casey (and Dara) took place, Linda accounts her views of it to the researcher.[97] Linda's intent for the meeting had been to convey and justify the rejection of Paper Joe's bid to Casey, which she announced in lines 16-19 of the above Excerpt 7.18. However, short of Linda's concern with the performative design issue of how to sympathetically break the bad news to Casey, she describes a meeting that came to revolve around a more fundamental pragmatic design issue instead. From her accounts, it appears that Casey tried to use the meeting to start negotiations about Paper Joe's proposal, thus challenging the activity type of Linda's preference. The meeting interaction became problematic, as neither party appeared to have yielded to the other's pragmatic design claims for the activity, performed indirectly through their conflicting moves and countermoves.

Casey's threat. The following excerpt shows the beginning of the interview, in which Linda tells the researcher about her main concerns—Casey's dispreferred response to the bid rejection, and the further consequences that it might have for the business that Bureau Supplies is soon to start at the University. Before the recording starts, the researcher asks Linda to tell him about her meeting with Casey.

Excerpt 7.20: Transcript of an interview with Associate Director Linda [IT 9, 1-26]
1. Linda: I know Casey for a couple—many years working with him at Office
2.   Express, uh, but he was um, definitely not happy regarding—he's a very

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[97] The researcher attempted, but did not obtain Casey Clay's informed consent for participation in this study; hence, no direct observational or recorded data of the meeting is available.

3.   mellow man, mellow- mellow-mannered, but he's clearly not happy.
4. Res.: Mm-hmm.
5. Linda: Um, tried to– His main focus was trying to understand the decision-
6.   making process. And in the spirit of partnership, you know I told him
7.   some the different – some of the things that put Bureau Supplies ahead of
8.   Paper Joe. I was very frank, you know, "You guys weren't even in the
9.   second– in second position. It's not like you were close or anything of that
10.   nature. You were a distant third." You know, told him price that was
11.   important and that their pricing was relatively high. And you know, his
12.   comment was basically that "We're going to continue to try to do business
13.   with Jansen," which is in office– in office supplies speak is usually that
14.   "We're going to try to undercut your supplier." So I let it go, because I
15.   figured I'll give him a day to cool off, but I will word his– I will word the
16.   letter that will go out to Paper Joe in a very direct manner. Because if I do
17.   find out that they're bad-mouthing Bureau Supplies, I will uh, I will ban
18.   them from campus. I won't put up with that. You can leave on good terms
19.   and great partnership in good twelve years, we'll see you again in five.
20.   You want to try to ruin my program, you won't be on campus. So I didn't
21.   get into it with him because I was somewhat taken aback by that reaction
22.   from him.

Lines 1-3 show Linda prefacing her judgment of Casey's behavior. They had done business together in their former jobs at previous employers; Casey at another office supplies vendor, Linda at the purchasing department of another university. The preface establishes that she values her ongoing professional relationship with Casey, and implies that she attributes his dispreferred behavior at the meeting not to his character but to the circumstances of the RFP and the bid rejection. After all, she describes him as a very 'mellow-mannered man.' However, her interpretation that Casey was trying to understand the committee's decision making (lines 5-6), is perhaps overly charitable considering her further accounts of how he took the rejection. Casey's (paraphrased) comment that he is "going to continue to try to do business with Jansen" (line 12) did not respond in kind to Linda's efforts to justify the bid rejection (lines 6-11). It did not engage Linda's arguments about the RFP's evaluation criteria—to the contrary, Linda interprets it as a threat of sorts. 'Undercutting your supplier' (line 14) means for a non-

contracted supplier to individually approach select University departments for

transactions at prices below the contracted pricing of the preferred supplier. Such actions

by Paper Joe would undermine the efforts by Purchasing and Bureau Supplies to establish

maximum University-wide contract compliance. According to Linda's account in lines

14-22, she did not acknowledge Casey's supposed threat during the meeting, but she does

plan to formulate the official letter of rejection in a way that discourages Paper Joe from

undercutting Bureau Supplies.

This account, then, shows an uncooperative Casey who did not fall in step with

the meeting activity type that Linda tried to initiate when she started justifying the choice

for Bureau Supplies over Paper Joe. The threat that he performed in response was not in

line with Linda's normative expectations of how one ought to react to an opponent's

argumentation in support of a disappointing decision. Casey's dispreferred response had

immediate consequences for Linda's management of the evolving disagreement space. It

produced a new performative design issue for Linda, demanding some countermove to

prevent Paper Joe from undercutting the Bureau Supplies contract. In her reflection on

the meeting interaction, Linda takes this new issue seriously as she muses on how she

will formulate the official rejection letter.[98]

Linda and Casey's creative struggle. Note that this planned move of the rejection

letter fits with Linda's preferred activity type of rejecting Paper Joe's contract to ensure

successful implementation and compliance for Bureau Supplies's upcoming contract.

Likewise, Linda's countermoves during the actual meeting that she reports next followed

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[98] Linda's concern that Paper Joe might indeed try to spoil Bureau Supplies's operations appears grounded in her prior experiences (that she recounted as an anecdote during another interview) with fiercely competing office supplies vendors that would furtively inspect their competitors' stalling delivery trucks on campus in order to learn about their pricing from the packaging slips left in the trucks.

her design of 'letting Casey down easy.' The following excerpt makes this clear, as Linda

further develops her account of the competing activity types in this pragmatic design

controversy. After the episode of Excerpt 7.20, Linda emphasizes her surprise about

Casey's threat, and then returns to how she continued to try to justify the bid rejection to

him:

Excerpt 7.21: Transcript of an interview with Assoc. Director Linda [IT 9, 49-191]
1. Linda: But the decision was the committee's, it wasn't Purchasing's... I was very
2.   up front with him and said, "You know, your service has been good. You
3.   know, there were complaints it wasn't like the committee sat here bad
4.   mouthing you but the end of the day when they evaluated your website,
5.   Bureau Supplies's website, your pricing, Bureau Supplies's pricing, you
6.   know, they picked Bureau Supplies." Then I told them [the committee]
7.   from a professional standpoint I probably wouldn't even have reviewed
8.   because to me it [Paper Joe's proposal] was not responsive; it was pretty
9.   much put together like somebody who've been here for twelve years and
10.   assumed they would get the account.
11. Res.: What did he say about that?
12. Linda: He really didn't react to that which surprised me. I was expecting him to
13.   be more engaged in that feedback so that's why I knew he was pretty
14.   much just tuned out. Once he heard the word, "No, we're going with
15.   Bureau Supplies," that was it he wanted to know... And I told him you
16.   know they could PATA request [appeal on the state's Public Affairs
17.   Transparency Act] the bids so they know, it's public knowledge so he's
18.   free to pull them and look at the pricing and see the differences, and how
19.   the other companies had responded to the bid. But I could just tell he was
20.   very -and then he was very focused on, "Well we sent you that letter for
21.   five-hundred thousand dollars. And from a financial perspective, doesn't
22.   that make more sense?" I said, "Casey, that was too late. You should have
23.   either you know, given it to us up front or had your presentation been
24.   slicker it may have been you guys at the table, and if that was your best
25.   and final at that time, great, but, you know, I can't take it into
26.   consideration when I'm already in the midst of the negotiations." So you
27.   know, and I had poignantly asked the committee during our committee
28.   meeting, and I didn't tell Casey this, but at our meeting I had asked the
29.   committee "do you want me to go back to the top three and ask for best
30.   and final?" And the committee said, "No." Because once I do that, my
31.   negotiation powers are strapped, so once he'd give me it, I can't say, "Oh,
32.   well take this price down a little bit more," or "take that price down a little
33.   bit more." The committee said, "No, go to Bureau Supplies first."
34. [a colleague enters Linda's office to briefly discuss something about another RFP;
35. the interruption lasts just under a minute]

36. Linda: So like I said, I was somewhat taken aback by his reaction, cause he was
37. very much, you know, "Thank you very much," and pretty much walked
38. out the door. Didn't want to sit and do small talk, didn't shake hands, just
39. left. So I was like, "Okay."
40. Res.: Okay, but that was after he said "I'm going to try and continue doing
41. business with Jansen."
42. Linda: Oh yeah.
43. Res.: And what does it tell you that he was so curt?
44. Linda: Yeah, he was curt. He was very- I don't think he got from it what he- what
45. I don't understand is like I wasn't quite sure what he was expecting to get
46. out of it because he didn't come open-minded. So when I said you know
47. the bid was not to me was not responsive, he didn't ask, "Why, show me."
48. What just kind what I expected him to do. You know I said, "You know, it
49. wasn't pulled together very well," and I gave very general statements but
50. he didn't dive in to, "Oh, really? Let me take a look," or, "What was about
51. the presentation that just seems so cookie cutter, that didn't impress
52. people?" So when by Public Transparency- by the Public Affairs
53. Transparency Act we don't have to disclose our evaluation criteria. So the
54. fact that I even sat down and told him was to me a good business practice,
55. eehm, just because he is, they're the incumbent. So I thought they were
56. entitled to understand why they didn't win. I didn't *have* to explain it. All
57. that I had to do was send them a letter. So I was little surprised- granted, I
58. think he knew what was coming, he'd already heard the rumor so he's
59. coming in on the defensive. So, I can get that to a degree. I was just a little
60. bit more surprised that he wasn't more interested and he kind
61. of kept harping on "the financial, the financial" and I said, "Well that's
62. part of it, it's not all of it."
63. Res.: Do you think he was actually trying to explore a final chance by referring
64. to the financial side?
65. Linda: Yeah, I think he wanted to understand, here you know, we gave him—
66. Quite frankly, it's a nice chunk of change. Half a million dollars to re-sign,
67. and the University that's in financial crisis? Sure. You know, you'd be
68. stupid not to sign that.
69. [Linda explains why the bonus offer was irrelevant given important nonfinancial
70. proposal evaluation criteria on which the bid was lacking in the evaluations]
71. Linda: I think Casey's great, but granted, this is a three-million-dollar account
72. they just lost. I would expect them to be upset. But quite frankly be upset
73. at yourself and figure out, then come in here and figure out why you didn't
74. win it as opposed to- I don't know. I just didn't feel- I didn't feel like he
75. was receptive to the comments that were coming back. And it could have
76. been- it could have been just my perception as well.
77. Res.: But he had insisted on that meeting, right? You, I thought, in an email you
78. suggested that, "we might call on the phone." You say yourself that you
79. could have sent a letter as well.
80. Linda: He wasn't so much- he wanted to- his thing was he wanted to meet before
81. so that we could do a negotiation. That's what he really wanted to come in

82.	and meet about. And I was more wanting to meet him face to face to tell
83.	them, "No," because I thought it was- in my opinion it was the right thing
84.	to do (…)

Following this episode, Linda continues to explain why to her, having a face-to-face

meeting with Casey was the right thing to do, instead of just sending him a rejection

letter. She ends her explanation with, "I have nothing to hide because it was all done

correctly" [IT 9, 206-207]. The interview then turns to what might happen next now that

Paper Joe's proposal has officially been rejected. The analysis for now will focus on how

the controversy between Linda's and Casey's preferred meeting activity types arose

based Linda's account.

The account starts with Linda describing in the first ten lines of the excerpt how

she explained to Casey "from a professional standpoint" why his company's proposal

was rejected.[99] In lines 12-14 Linda reports the absence of an expected response from

Casey to her bid rejection: "I was expecting him to be more engaged in that feedback." In

lines 15-19 she reports that she even explained to him what an expected response might

have entailed: Invoking the State's Public Affairs Transparency Act to issue a formal

request for the information that motivated the committee's decision to award Bureau

Supplies' bid instead of Paper Joe's. Linda continues to point out what was surprising

about Casey's behavior in lines 19-22: His attempt to negotiate the proposal with her by

restating his earlier offer of a signing bonus. Lines 22-26 show Linda's account of her

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[99] Linda's interview account shows signs of a social desirability bias: She is likely not only relaying how she justified the committee's decision to Casey, but also addressing the researcher to justify her own actions in the evaluation process as professional and neutral. Instead of treating this as a methodological limitation to an analysis of what 'really' happened, Linda's self-justifying account is recognized here as an opportunity to learn about the native accountability standards in Jansen contracting. The following chapter further addresses this implication.

response to Casey, with which she refused his offer and pointed out that it was formally unwarranted given the advanced stage of the RFP process.

The disparity between the activity types that they each assume for the meeting appears throughout Linda's account. Whereas Linda endeavored to make Casey accept the evaluation outcome and to present her own actions as reasonable, Casey's actions (as Linda describes them) were rather designed to have Linda enter into a negotiation with him about the proposal and contract. Linda describes the various ways that Casey resisted her view (an implicit pragmatic design claim) that the meeting is meant for her to help Casey understand and accept the bid rejection. For instance, in lines 46-52 she lists possible communicative responses that might have been expected of Casey; e.g., asking about the committee's reasons for the bid rejection, instead of emphasizing to Linda the financial incentives for awarding Paper Joe (lines 59-70).

Besides the concrete disparity between the expected and actual actions, Linda's account also indicates a more general lack of alignment between her and Casey. She indeed appears quite 'taken aback' by his seeming unfriendliness, in the face of her own personal generosity in inviting him in to talk. In lines 52-57, Linda explains how she went above and beyond what she was legally required to do in this situation. She could have just sent him the requisite rejection letter and not tell him anything about the details of the bid evaluations. Linda's additional effort in meeting face-to-face with Casey was her way of showing appreciation of the successful 12-year partnership that was coming to an end between Paper Joe and the University. However, despite this friendly gesture and their personal relationship from previous business transactions, Linda says that Casey "pretty much walked out the door. Didn't want to sit and do small talk, didn't shake

hands, just left" (lines 36-39). This flouting even of Linda's minimal expectations of the meeting's informal dimension underscores Casey's general uncooperativeness with Linda's preferred activity type. It was already surprising to Linda that Casey did not ask for more information or feedback when she formally notified him of the bid rejection, but his refusal to exchange pleasantries further marked his deviant behavior in the institutional context.

Whereas in lines 71-76 Linda presents herself towards the researcher to be understanding of Casey's emotions and acknowledges her own subjectivity in the situation, she also clearly disapproves of Casey's unprofessional response. Lines 77-84 show that Linda indeed understands his behavior as part of his undue attempt to start negotiations with her. The pragmatic design controversy of this case thus found expression in a *creative struggle* between conflicting activity types (Aakhus & Laureij, 2012), which functioned as the fundamental animating dynamic of the meeting and the RFP process.

The controversy: Negotiation versus cooling the mark out. Although Linda's self-justifying account is limited to how she judges Casey's meeting behavior, the analysis does not need to be constrained by this limitation. The two actors' disapproval of one another's conduct was mutual. Casey's disapproval of Linda's actions was evident not only in his refusal to act politely towards her, but also in light of the activity type that he appears to have assumed or claimed during the meeting. His actions, as Linda accounted them, were in accordance with the norms of negotiation in the institutional context of supply chain contracting. Since his initial bid for the contract was not accepted, he increased the financial incentive for the University's Purchasing Department, and

normatively expected from Linda a counter bid in return. Casey thus followed and assumed the interactional pattern that Jacobs and Aakhus (2002) describe as bargaining: He initiated an exchange of offers and concessions, which based on the principle of mutual acceptability should lead to a contract that maximizes gain and minimizes cost for both parties involved. Since Linda explicitly refused to participate in this normative sequential pattern, Casey had reason to judge her behavior as unacceptable given the circumstance.

Linda's preferred activity however could perhaps best be described by what Goffman (1952) identifies as 'cooling the mark out.' In a scenario where a person has become the 'mark' or victim of rejection, a scam, or a criminal scheme, it is in the interest of those responsible for the mark's unhappy fate that he or she gets 'cooled out' and take his or her loss without causing public upheaval. The inflictors of grief thus provide a 'cooler': a person who attempts "to define the situation for the mark in a way that makes it easy for him to accept the inevitable and quietly go home" (p. 452). Just as Goffman applies this conmen's vocabulary to noncriminal practices such as firing employees in hierarchical organizations, in the present case Linda is seen as having enacted the role of Casey's 'cooler,' as he had become the 'mark' of the University's bid rejection. Linda followed the norms for cooling out as Goffman describes them: She took time to meet with Casey, informed him that he had lost his status as the successful manager of a lucrative and longstanding business account, awaited his emotional response, and then helped him regain a new sense of value by starting a dialogue about the circumstances of his rejection.

Both activity types thus had different higher order goals, but they also aimed to shape the interaction in ways to generate different communicational affordances for the attainment of those opposing goals. The 'cooling out' activity type as such appears to be a further specification of Jacobs and Aakhus's (2002) therapeutic discussion model for divorce mediation arguments. The two types share in common the targeted optimal solution that "disputants recognize and accept each other's [differing] point of view" (p. 196). However, Linda's cooling out efforts imply a greater power imbalance in the source of the conflict. Beyond "[f]ailures of mutual respect and mutual understanding" (p. 186), the social inequality between a con and his/her victim is presumably more problematic than that between divorcing spouses. This further explains why Casey did not reciprocate the performative designs of "self disclosure, explanations, and definitions" (p. 186) that Linda indeed aimed to realize, in resemblance with Jacobs and Aakhus's therapeutic approach. But what is more, neither of the two actors' preferred activity types were actually instantiated throughout the course of the meeting.

The creative struggle between Linda's and Casey's disparate activity types appears to have consumed all of their meeting interaction. This all-encompassing pragmatic design controversy establishes the fundamental importance of activity types in institutional interaction. They are the means for solving the puzzles of meaning, action and coherence, and controlling these means thus affords more effective management of the disagreement. All three design issue types were involved in the two actors' rhetorical uses of interactional and institutional tools available to them at the meeting. However, as suggested earlier, it is the pragmatic design issue type that not only resulted in the breakdown, but also realized the constitutive potential of disagreement management: The

pragmatic rationale that made up the contested grounds also links the meeting to the contracting process at large.

Indeed, the meeting became an opportunity for the preceding disagreement over negotiations with only one bidder versus with multiple bidders, to be enacted through a temporary struggle between opposing meeting activity types. As such, the meeting may be seen as a 'garbage can' (Cohen et al., 1972) in which Casey and Linda tried to dispose of their respective interactional solutions to the RFP's institutional problems. However, these solutions were not merely contextual oddities but the creative attempts to influence the ongoing expansions of the design arguments about contracting. Furthermore, the solutions themselves became objects of further communication design, as the activity types that they proposed had to be negotiated between their dissenting co-designers. It is the meeting opportunity that transformed the pragmatic design error of the exclusive contract negotiations into a pragmatic design controversy: It afforded Casey a voice for his active resistance of Jansen's preferred activity type through his attempts at inclusion as a second bidder in the contract negotiations.

As also implied in Cohen et al.'s (1972) garbage can model of decision making, a meeting may feature different kinds of encounters at the same time. In Linda and Casey's meeting, different kinds may have been competing, but neither won out over the other in the controversy. The following case shows through direct observational data how a pragmatic design controversy could come to be so defining of a meeting's interactions, to the degree that the resulting interaction is no 'pure' instantiation of any one of the competing activity types.

Pragmatic design controversy of the bike share RFP evaluation meeting

The pragmatic design controversy of this case was observed during the final

proposal evaluations meeting of the bike share RFP. Just as the one of Linda and Casey's

bid rejection meeting, this controversy is about possible activity types that are available

as alternatives that may be instantiated at the meeting. In this case, however, the

participants in the meta discussion are in clear agreement about the overall task that they

need to accomplish together: Reaching a conclusive decision about which of the bidders

for this RFP should be invited next for contract negotiations. However, they come to

disagree about two different formats for the orchestration of their joint decision making.

Their explicit pragmatic design disagreement actually concludes with a novel design

adaptation that observes both the legitimacy and effectiveness of the evaluation

procedure. It thus varies substantially from the previous case of Linda and Casey's

meeting, which ended inconclusively to the dissatisfaction of both.

An important distinguishing feature of the bike share RFP is that its acting buyer

has no prior experience with the management of a full RFP project. Lena Courier as the

Department's Green Purchasing Manager is mostly responsible for evaluating the

environmental sustainability of vendor proposals, and for the development and reporting

of 'green initiatives' at Jansen University. Moreover, this RFP was launched by a relative

outsider: The Jansen Energy Institute offered the Purchasing Department $80,000 of seed

funding for a program that makes communal bikes available for sharing on campus. The

University did not yet have such a program, and it is not immediately clear at first which

specific departments might be suitable for its development and hosting. This additional

complexity compared to the better-defined Campus Center and office supplies RFPs, but

also Lena's inexperience as a principle buyer, produce for this RFP similar startup

challenges as in the travel RFP case. However, Lena avoids the pragmatic design impasse

of the early travel RFP thanks to her greater professional experience than Carina's (the

initial travel RFP Buyer), and to the more continuous assistance and support that she

receives from Chris, as a member of the management staff at Purchasing (which was

much harder to get for Carina as a Junior Purchasing Assistant). Nevertheless, the

exploratory nature of this RFP project shows throughout its developments, such as during

the final RFP evaluation meeting of this breakdown case. Table 7.5 below gives an

overview of the bike share RFP; see also Table 4.1 for a detailed timeline of the RFP's

key developments.[100]

Going by the numbers versus voting. The final bid evaluation takes place on

March 3rd 2011, among eight committee members who have been assessing proposals

from six different bicycle vendors. The case describes how the committee runs into a

problem over whether to 'go by the numbers' resulting from an extensive proposal

assessment procedure, or to take a vote among the committee members to determine the

winning proposal. The choice the committee thus faces about how to choose among

alternative bidders presents an issue of pragmatic design. The committee members'

considerations and disagreements concern the effectiveness and legitimacy of the activity

type they are to instantiate, given the demands of their local interactional circumstance,

as well as those of the University's contracting process.

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[100] An abridged version of the following analysis was published in Aakhus and Laureij (2012).

Table 7.5: A plot summary of the bike share RFP

RFP launch	Central propositional design issue	Main players	Process breakdown	Project resolution
In October 2010, Jansen Energy Institute offers the Purchasing Department $80,000 of seed funding to develop a bike share program on the Jansen campus.	What should a bike share program on the Jansen campus look like, and which bike vendor could provide it?	-Lena Courier as acting buyer; -Chris Kent as formal buyer; -Simon and Roland as RFP committee members.	*Pragmatic design controversy:* Creative struggle during the final evaluation meeting, between Lena and Chris's preferred activity type *and Chris's preferred activity type of numerical bid evaluations*, and Simon and Roland's preferred activity type of *voting*. It results in an adaptation of the numerical bid evaluation activity.	The committee evaluates Sergio Bicycles's proposal as best; a contract is signed on March 23 2011. After much discussion, the Department of Transportation accepts in May 2011 to host the new campus bike share program.

The choice about how to choose arose between the evaluation committee's initial and final evaluation meetings. The RFP committee reduced the original six proposals to a top three during the first proposal evaluation meeting two-and-a-half weeks before. They also decided that the top three vendors would each be invited to send in two of their bikes for "test rides" by members of the committee. At the final evaluation meeting the committee members were to determine the winning bid, based on a further comparison of the proposals, products, and references of the top three vendors: Bike Mechanic, Sergio Bicycles, and Durable Wheels. After the initial meeting but prior to the final meeting, the committee chair, Lena, gave the committee members the option to revise their previous numerical evaluations of pre-specified criteria, to facilitate further evaluation of the top three proposals using an additional criterion about the outcomes of test rides. The inclusion of the new criterion meant that the final three proposals would be evaluated with different assessment methods than the three that had already been rejected, which forms a challenge to equitability of the competitive bidding process.[101]

The test ride results unanimously pointed to Sergio's Bicycles as the best bikes, but the earlier proposal evaluations singled out Bike Mechanic's proposal as the number one. At the final evaluation meeting the committee had to account for the use of the test ride results in a way that, as Lena described it during an interview, would stand the test of an external audit of the Purchasing Department's bidding process. There were eight participants in the final evaluation meeting, including Lena as the chair, a University Professor, an Assistant Buyer in the Purchasing Department, a representative from the Jansen Energy Institute (JEI) that provided seed funding for the bicycle-sharing program,

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[101] Table 4.1 in Chapter 4 reflects related difficulties in the RFP evaluation stage, given this RFP's larger number of interactions in this stage compared to the other stages in the process.

a University General Counsel Associate, Chris (the Director of Purchasing, who

participated as a non-voting member), and the researcher as a participant observer

(invited by Lena to participate on the RFP committee).[102]

Excerpt 7.22: Field note of the bike share RFP final evaluation mtng [FN 66, 58-104]
1.   Lena invites the meeting participants to make changes to the numbers on their
2.   individual evaluation spreadsheets, in order to add their test ride experience as a
3.   formal criterion. She adds that they do not need to change anything if they are
4.   "still comfortable" with their previous ratings for each vendor. Simon (a
5.   University professor serving on the committee because of his enthusiasm for
6.   biking) asks how the decision about the contract award will be made; whether this
7.   will be by vote of the committee members, or if the numbers are "sacrosanct."
8.   The Director Chris explains that they have done it both ways in the past, and that
9.   this time they will go by the numbers. Simon replies that in that case they should
10. indeed change the numbers (in a previous email to Lena he had expressed his
11. dislike of the numerical evaluation tool).
12.   Lena clarifies that Durable Wheels (the vendor whose proposal finished
13. third) "will challenge us" if their bid gets rejected. Chris adds to this that recently
14. they have had no RFP that was not challenged. This comment is met by laughter
15. from Lena and Simon, and Chris adds that he is "tired of getting sued." Simon
16. asks whether they can change *any* of the numbers on the evaluation sheet, to
17. which Lena replies yes, but only for the top three vendors. She explains that if
18. everyone changes their numbers during this meeting, and they aggregate the
19. changed numbers, they should then be able to make a decision about the bid
20. award. She specifies that in Randy's absence (another member of the RFP
21. committee) the opinions of seven out of eight will yield a fair judgment.
22.   As Monika (an Assistant Buyer in the Purchasing Department) walks
23. around the table to hand everyone prints of their own previously completed
24. evaluation sheets, Barbara (a representative of JEI, the funding institute) clarifies
25. whether they can indeed change *any* number, not just the one for the first criterion
26. that Chris and Lena had amended to include the test ride results. Lena replies that
27. although they are discussing evaluation criteria 1 and 3, they are allowed to
28. change the score on any criterion during this meeting (Chris concurs). While each
29. member is reviewing their own evaluation scores, Simon asks whether they will
30. be able to negotiate the contract details with the vendor that they will select as the
31. winner of the bid, which Chris confirms.
32.   Then Roland (General Counsel Associate and bike enthusiast) asks by
33. speakerphone if they can also change the relative weights of the evaluation
34. criteria, used to calculate aggregate scores per vendor proposal. Lena replies no,
35. they can only change their own numerical evaluations, not the weights. To this,

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[102] The researcher had received informed consent to observe all meeting participants, but not to audio-record the interactions of each of them. Hence, this analysis is based on the researcher's field notes of his (participant) observations during the meeting.

36. Roland elaborates on the greater importance of the riding experience compared to
37. the other criteria. He says that if students tried out the bikes and they didn't like
38. them, they simply would not use them and the program might fail. Therefore, he
39. says, the criterion that includes the riding experience should weigh more than the
40. current 30% into the total evaluation.
41.   As he is explaining this, Lena makes a face that feigns suffering. She then
42. jokingly asks if she is being recorded, possibly suggesting that she might say
43. something out of line for the bidding procedure. Simon gets out his phone and
44. proposes to text Randy to ask his input in the decision. Lena replies that she has
45. already talked to Randy, and knows where he is "leaning," but that she needs the
46. actual numbers. Roland then reads out his new evaluation numbers—Monika
47. writes them down—he adds, "It came out the way I wanted," referring to the
48. relative ranking of the top three vendors, resulting from the spreadsheet's
49. aggregation of his updated criteria ratings per vendor.

This episode illustrates a quite explicit case of pragmatic design controversy, as

the meeting participants deliberate about possible decision-making formats in light of

their consequences for managing other related design disagreements of the RFP. This is

particularly evident in lines 4-11 where Simon asks about how the decision will be made,

lines 12-31 where the committee discusses the external implications involved in changing

their numerical assessments, and in lines 32-49 where Roland suggests that the weights of

the evaluation criteria be adjusted. Each of these phases of the episode shows the

participants developing and managing actual and potential disagreements as they work

out the relationship between how they interact and the effectiveness and legitimacy of the

activity type they construct. Note the linkages between the three design issue types that

are constructed throughout these considerations.

The three phases of the episode above reveal resistance to the type of activity

indexed by the numerical evaluation tool. This "going by the numbers" activity type is

the Purchasing Department's preferred format (see Chris lines 7-9) and it is indexed by

the spreadsheet used to calculate the committee's ratings. The resistance expressed in the

episode, and its management, call out what Purchasing's preferred activity type and its

possible voting alternative each imply about how communication works and ought to work in managing the multiple demands of this setting. The 'creative struggle' over these two types is played out using the materiality afforded by the meeting's interactional and institutional constraints. These come to serve as the objects of the participants' pragmatic design disagreement that is visibly troubling to Lena and Chris as the stewards of the process.

First, the activity type of going by the numbers means that participants' contributions to the evaluation decision will be in the form of numerical assessments on different criteria and that the outcome of the activity will be based on an aggregation and calculation of those performative design actions. Simon's requesting a clarification from Chris about whether the committee will vote or go by the numbers hints at resistance to the given activity type and suggests a way to work around its perceived constraints (lines 4-11). In seeking this clarification, Simon casts doubt on the pragmatic design issue whether the method of the activity type is genuinely effective in accomplishing the evaluation—that is, would it solve the problem of getting a true representation of the committee's overall assessment and ranking of the vendors?

Voting (lines 6-7) is put forward as an alternative activity type in this creative struggle over activity. Short of engaging in an alternative activity, the suggestion is to change the numbers (lines 9-11). The committee thus manipulates the performance of their performative designs (i.e., contributing numbers) so that the going-by-the-numbers activity produces the same outcome that the voting activity type would likely produce. Here it is evident that the performative design claims implied by the speech acts are modified to compensate for the limited argumentative support that the institutionally

constrained pragmatic design claims offer in terms of the effectiveness of the decision-making activity. All this happens of course in light of the anticipated outcomes for the propositional design issue regarding which proposal to award.

Second, the activity type that will be instantiated during this meeting has meaning beyond the immediate setting that is consequential for the immediate circumstance. Lena and Chris (lines 12-15) point to the likelihood that the decision rendered by the committee will be challenged by a losing vendor in the bid process. The implication of this, which is taken up in lines 15-31, is that the committee needs to use numerical assessments to counteract the likelihood of the evaluation decision being challenged. The ensuing conversation focuses on the details about how to take a turn in the going-by-the-numbers activity, and which are the allowable moves (i.e., assessments) to make on the allowable topics (i.e., criteria). In this way they resist and embrace the afforded performative design actions so that their joint pragmatic design realizes the preferred transcendent potential of the meeting's activity type in the larger RFP process.

Third, the going-by-the-numbers activity type is defined by the relative weight of each criterion in the formula for calculating a winning bid. In contrast to discussing and then voting, where the relationship among assessments and criteria would likely remain implicit in the discussion, the going-by-the-numbers activity makes these explicit and also highly constrains the possibility for open-ended discussion. Roland makes a case for why he wants to change the numerical weights of the evaluation criteria (lines 32-43), but this proposal is rejected by Lena. Here the pragmatic design controversy is also evident in the considerations of the performative design claims that can and cannot be supported

within the constraints of the activity type, and the desirability of the propositional design claims that this construction might warrant.

The committee finally resolves the controversy by constructing an outcome-oriented adaptation of the going-by-the-numbers activity type, as Simon already suggests in the first phase of the episode, and Roland realizes in lines 46-49: "It came out the way I wanted." This performative design resolution is effective in terms of the preferred propositional design claim that it supports (with Sergio Bikes on top), and legitimate in terms of the decision-making instrument that warrants it. Short of a process breakdown, it appears then that the controversy actually facilitated the committee's disagreement management. Through sequences of moves and countermoves, the designing coalition managed the disagreement and breakdown in an autocorrecting fashion. It raises the suggestion that design controversies may be beneficial or even necessary for the contracting process to succeed.

Breakdowns Reconsidered

This study thus suggests that *the possibility of a breakdown* in an organizational process drives the interactional construction of its legitimacy and effectiveness. The pragmatic design controversy of the bike share RFP illustrated how a creative struggle over possible activity types can contribute to an activity's intersubjective acceptability. It fostered the committee members' consensual participation in the evaluation activity in a way that clearly defined the rules of the game, thus ensuring its contracting legitimacy as well as effectiveness. The breakdown's disruptive element of course resided in the threatened resolution of the propositional design issue of which bike vendor to award

with the contract, but ultimately the expressed doubts about the procedural validity of that resolution fortified the pragmatic warrant for the final evaluation outcome.

A similar legitimizing effect can now be recognized in the pragmatic design controversy of Linda and Casey's meeting in the office supplies RFP. Even though they evidently disagreed over which meeting activity type to instantiate, the occasion of their creative struggle served to address an earlier procedural flaw in the RFP; that the Purchasing Department's exclusive contract negotiations completely shut out other qualified actors from co-designing the process. Linda and Casey's disagreement was not the most optimal solution to this problem, but it did serve some repair function by affording Casey a voice in the stifling contracting discussion.

This repair function of doubt and confrontation regarding crucial design issues in the contracting process in fact enjoys the native recognition of the purchasing actors of this study. Their disagreement-management strategies are not simply about guarding the (propositional) disagreement outcomes that their organizational factions prefer. The case of the evaluation meeting in the bike share RFP shows ample concern among its participants, about at least the *appearance* of procedural legitimacy. Linda's invitation for Casey to come in and talk about his rejected bid shows a similar concern, even if Casey's response did not seem to honor Linda's sympathy and personal care. But the point here is that both breakdowns revealed pragmatic strategies favoring the externalization of possible opposition against the Purchasing Department's own argumentative cases.

This is not to say that the contracting process emulates a sort of a Popperian ideal of objective knowledge construction through systematic refutation (Popper, 1963/2002).

Instead, the practice of disagreement management is a rhetorical one, which recognizes the need for procedural validity to warrant actions and decisions that in the end will enjoy the subjective appreciation of only a selection of all participants in the process. This section further develops this validating function of breakdown-related interactions. Further developments in the office supplies RFP indeed reveal invitations for active refutation of previously posited design claims, with the rhetorical purpose of consolidating the Purchasing Department's preferred disagreement expansions. Linda and Chris's accounts of the University's formal bid protest procedure reflect their appreciation of the different design issue types and the normative roles they play in the formalized repair of external objections against procurement decisions.

The office supplies bid protest as a disagreement-management activity type

Linda deliberately steers her disagreement with Casey towards escalation in the form of a bid protest. This formal procedure affords her more control over the disagreement, even if it enables her opponent to fortify his standpoints with formal institutional authority. Once it appeared to Linda during the bid rejection meeting that Casey would not let her 'cool him out' about the rejection of his proposal, she considered other directions in which their design disagreement could expand next. During the interview the day after their troublesome meeting she describes the options that are institutionally available to Casey to further contest the University's procurement decision. The first option she describes is for Paper Joe to submit a PATA request for documents supporting the evaluation outcome, such as the winning bid of their competitor Bureau Supplies. The then sequentially following option is a formal bid protest procedure. Her normative expectations for this course of action point to an

institutional activity type that will ultimately help her regain control over the

disagreement:

> *Excerpt 7.23: Transcript of an interview with Assoc. Director Linda [IT 9, 246-247]*
> 1. And then the second option is to protest the results of the bid. So they would then
> 2. have to—I don't know, I actually don't know if we have a set procedure in place
> 3. for bid protests outside of the state so that and that they would be basically
> 4. formally questioning our judgment. This one is so open ended. Usually you have
> 5. a bid protest when you have—usually somebody—the low bidder isn't chosen
> 6. and that was more of an RFQ, so there wasn't wig-wiggle room, and somebody
> 7. for whatever reason didn't follow their own procedures, or there's something
> 8. wrong with the bid process. Now could they come in here and say, "well it took a
> 9. year and there were multiple presentations with multiple people, and…." Yeah
> 10. they could try to argue that. Would they have—fair to say that they probably have
> 11. a decent argument. But based on everything I saw, the committee made the right
> 12. choice.

Her early prediction of the bid protest—which Paper Joe indeed ends up

submitting almost seven weeks later—reveals Linda's orientation towards the option as a

valid tool for the rejected bidder's disagreement management. This prospects two

important points to be developed next. First, Linda recognizes the bid protest as an

institutional instrument or procedure, even if she is unsure whether her new employer

(Jansen) actually has a "set procedure" for this activity (lines 2-3). Second, this

institutional activity type generates normative expectations about the substance of the

protest; that it should target the procedures or process of the RFP (lines 6-10). She does

contrast the office supplies RFP with an RFQ[103] to point out that it is difficult to predict

exactly what Paper Joe's official protest might entail (lines 4-7). But her example in lines

8-10 follows the typical RFQ protest that claims that "there's something wrong with the

bid process." It suggests that Paper Joe's formalized objection should call out

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[103] In a request for quote, or an RFQ, the contract automatically is awarded to the bidder with the lowest price. This is in contrast with RFPs, which typically include more, and more complex proposal evaluation criteria.

performative or pragmatic design issues from the disagreement space (as opposed to issues of propositional design). The Purchasing actors indeed presume this rule as they make their preparations for the upcoming bid protest, ultimately enabling them to win the design dispute.

A few weeks after the bid rejection, Paper Joe indeed 'PATA requests' Bureau Supplies's winning bid and eventual contract, and then inquires about the University's formal bid protest procedure. While awaiting receipt of Paper Joe's formal 'letter of inquiry,' both Linda and Chris express their skepticism about this pending bid protest during interviews. Their evidently normative attitudes towards the vendor's upcoming move signal the inferential function of the activity type in how they understand the bid protest procedure. Chris tells the researcher that Paper Joe will have to carefully document their protest with quotes from official documents and from correspondences with the University. Linda says that since they have requested to see only the winning bid and contract, "they don't know *why* we selected who we selected" [IT 10, 506], and therefore she is "not sure what they can protest other than maybe the timeframe in trying to say that there may have been some kind of collusion going on because it took eight months to get this process – almost a full year to get this pro- process wrapped up" [511-514]. Her skepticism shows: "I roll my eyes. I am like, 'I don't know what you could possibly protest,' and Shelly's been working on getting the file together so that we are ready for whatever the protest is. We'll see" [525-528].

Linda's reference to Administrative Assistant Shelly's preparations implies an understanding of the upcoming protest letter as a move that is part of a coherent sequence of specified, responsive actions: She and her colleagues are getting ready to provide an

adequate response to Paper Joe's letter. The actors may be drawing from University policy and from their own professional experience with similar situations, as they tacitly (re)construct the activity type for the bid protest procedure. Ostensibly, it tailors their normative expectations towards issues of performative and pragmatic design in the RFP's disagreement space.

Chris and Linda are concerned with whether the protest will be supported with the proper documentation of procurement *policies* and University *correspondences*, and whether it will raise objections against *procedural* details of the bid evaluation such as collusion or delayed timeframes. So, they believe that Paper Joe can only launch an acceptable protest if it takes issue with *how* the University constructed arguments in reaching its procurement decision; not with *what* those arguments actually entailed. Their focus is thus on the inferential and justificatory functions of the University's activity type for bid evaluations or how these were carried out, rather than on the propositional contents of the arguments constructed in the evaluations. It reveals a rather explicit preoccupation with the distinctions between different possible types of design arguments and issues. This further evidence for the three design issues typology gathers ground when it appears that Paper Joe's protest letter does not in fact object to issues of the bid process's performative or pragmatic design, but instead contests especially the supposed details of contract proposals that the University received for the RFP.

Enforcing the bid-protest activity type

Against the normative backdrop of the tacit activity type for bid protests, the University receives Paper Joe's letter of inquiry on July 23rd. Linda collaborates with an attorney in the University's Legal Counsel Department to prepare an adequate response.

As she describes these preparations and the response letter during an interview, Linda

explains to the researcher what she considers as weak in Paper Joe's protest. Her

interpretations are consistent with the bid-protest activity type that she and Chris appear

to assume for this procedure, but what is more, this activity type also affords the

formulation of a conclusive response that will resolve the disagreement in favor of the

Purchasing Department's procurement decision:

Excerpt 7.24: Transcript of an interview with Assoc. Director Linda [IT 14, 67-91]
1. Linda: So, they had issue with the non-core pricing and the ceiling that was in the
2. [winning] proposal. So, remember when Bureau Supplies first did their
3. proposal, they've provided a ceiling, as far as—I think 65% off. They
4. [Paper Joe] believed that we could get better pricing from them, although
5. their bid did not show that. So they weren't—they didn't cite specifics in
6. their bid that would indicate, "Well we offered you lower pricing than
7. this." They just said very anecdotally, "We could do a better job."
8. Res.: So anecdotally, you mean just on a couple of items, but not…
9. Linda: No. They didn't put any specifics in here.
10. Res.: Oh, not even that.
11. Linda: No. They just argued that they didn't think it was a good model for the
12. University to follow, what Bureau Supplies proposed, but not indicating,
13. "Well, our model gives you better pricing." They never went that far.
14. Res.: And they had perused Bureau Supplies' bid.
15. Linda: Yes. They did PATA—they did transparency request that and had it. Then
16. they questioned the University's ability—well, not our ability but,
17. basically, our criteria for evaluation and they had some concern that the
18. committee did not see the full package for Paper Joe. So, those were really
19. their main targeted items that they talked through.

Linda's description in lines 1-4 indicate that Paper Joe's bid protest primarily

addressed the propositional design issue of which vendor had a better proposal. The letter

analyzed the pricing of the winning bid and put forward the claim that Paper Joe could

provide better pricing. However, Linda indicates that something was wrong with this

claim; in lines 4-13 she explains that the letter did not state evidence for it. Chris said in

another interview that the letter actually *did* provide evidence for this claim, but that it

was based on historical data from past office supplies transactions with the University, not on the proposed pricing in their actual bid.

But regardless of the existence and status of the evidence in the protest, what is pertinent in the way that Linda describes the University's response to this part of the protest is that it suggests that Paper Joe's 'pricing claim' was rejected without actually engaging it: "On the pricing issue, obviously, our response was, 'Thank you for your opinion, but we have our own opinion about what's best for the University'" [IT 14, 93-95]. Linda probably exaggerates the tone of the University's response in how she paraphrases it, but the point is that in her account to the researcher she qualifies Paper Joe's claim as an "opinion," which she later in the interview contrasts with the "facts" that she had expected to see in the protest letter. So, she does not take the claim itself seriously, simply because it so clearly contradicts the hard fact that Paper Joe's proposed pricing was on the whole higher than that of Bureau Supplies. This fact appears indisputable to her; indeed, it concerns a part of the disagreement space whose pursuit the bid-protest procedure does not afford.

Going back to Excerpt 7.24 above, in lines 15-19 Linda mentions two more of Paper Joe's bid protest claims, and these claims actually did address qualified design issues of the evaluation; the validity of the University's evaluation criteria, and the fact that the RFP committee members did not get to see the vendors' entire proposal packages. These are procedural issues that directly speak to *how* the University produced arguments for the negative evaluation, as opposed to *what* these arguments assert. These issues need to be contended with more seriously in the bid-protest activity type, as indeed

appears from how the University's response letter parried one of these objections,

according to Linda:

Excerpt 7.25: Transcript of an interview with Assoc. Director Linda [IT 14, 95-125]
1. Linda: On the evaluation process, we followed the standard evaluation process.
2. They didn't point to any one specific thing other than the fact that the
3. committee did not receive a full copy. The committee did receive the full
4. copy of the response. Did they receive a binder of the response? No, but
5. they received a copy, plus they received a summary. So, part of what we
6. tell all the bidders is presentation isn't evaluated. So, we don't evaluate
7. you based on how pretty your presentation is; it's the content within the
8. presentation. So, I don't know what they were concerned about, as to
9. whether or not they got a copy of the binder or an electronic copy of the
10. bid, but everybody was provided it. The committee, at my first meeting, I
11. told them—because I did not make copies. I did not re-copy the bid for
12. everybody. I provided them a point-by-point comparison between all of
13. the bidders, and narrowed down bidders, and told them anybody, "You
14. want a copy? Just let me know and I'll e-mail it to you," which is standard
15. practice and standard protocol for a committee that size. Now, when I'm
16. working with one or two individuals in a department, yes, they usually get
17. a copy of the bid. But something that long and lengthy—Dara had
18. originally provided the committee the bids and it confused them
19. completely.
20. Res.: And she had provided them in binders or also digital copies?
21. Linda: I think she provided them in digital copies. So, we basically responded
22. That they were given the opportunity to have the bids, but there was no
23. real, valid reason for the protest. We didn't not follow any standard
24. purchasing protocols.

In lines 1-3 Linda singles out Paper Joe's claim that the committee members did

not receive a full copy of their proposal, against which she then argues in lines 3-18.

However, her justifications of the process in these lines are directed towards the

researcher, whereas only in lines 20-23 she reports (part of) the University's actual

response to Paper Joe's challenge. In her account to the researcher, she appears more

concerned with justifying her own actions than with relaying the University's official

actions in response to Paper Joe. Doubts regarding these individual actions surface in her

talk, as she markedly changes her account within one turn. While in lines 3 and 4 she

simply states, "The committee did receive the full copy of the response," in line 9 she already changes her formulation to "everybody was provided it." Then in line 13 she turns around on that qualified claim and says that she told the committee members, "You want a copy? Just let me know and I'll e-mail it to you." Arguably, this action could still be described as 'providing' the committee the full copy, but it certainly does not mean that they (all) 'received' it.

Linda's changing accounts of how she did or did not share the proposals with the committee show her critically reflecting on a crucial aspect of the evaluation process that the bid protest challenged, which could possibly have failed a more thorough test of its institutional validity. The strong assertiveness of her repeated claims that she followed a "standard" process, protocol, or practice for the bid evaluation (lines 1, 14, and 23-24) stands in stark contrast with the ambiguity of her accounts to the researcher. It is possible that Linda's evident difficulty in justifying her own actions are due to the interpretation that Paper Joe's claim concerns an actual performative design issue, rendering it fair game to be challenged in an official bid protest. It is the activity type for this procedure that qualifies the design issue about legitimate procedures as a more serious one to contend with than the pricing issue. Considering that Linda could afford to dismiss that propositional design claim as a mere 'opinion' but struggled perceptibly with the performative design claim, the tacit distinction between these types of design claims appears as real to her, and as pertinent to the rules of the bid-protest activity type.

In the end, it was this constraint of the bid-protest activity type—that effective protests should object only to performative or pragmatic design issues—that enabled Linda to win the dispute. Indeed, she suggests: "The response was easy because there

wasn't much to respond to" [IT 14, 465-466]. As she indicates in lines 21-23 above, the University's 'actual' response to Paper Joe's one potentially valid objection was that the committee members "were given the opportunity to have the bids." This was the only rebuttal they needed to put forward given the bidder's weak protest. However, from Linda's fickle account to the researcher it is clear that the University's official account is not the end of the story. The performative design issue that Paper Joe challenged has come to exist in a web of other design issues potentially questioning how the evaluation process was carried out.

Later on in the interview Linda acknowledges that Paper Joe did have the opportunity to develop their critique of the University's process more thoroughly. They could have extended the bid protest procedure by claiming (as Linda paraphrases), "Well, we think there was a problem because the committee changed hands and did they get a fair evaluation?" [IT 14, 479-480]. According to Linda, the protest did not sufficiently develop such an objection. She explicitly frames this opportunity that the activity type provided Paper Joe as a matter of ensuring process legitimacy: "To me, that's what a protest is there for, to keep the integrity of the process clean. And sometimes, things do happen" [471-473]. This legitimating function of the bid protest operated in tandem with the activity type's constraint on the possible design issues that may and may not be challenged. They facilitated Linda's authoritative disciplining of the disagreement space, which in the end helped her to successfully defend the University's propositional design claim that had all along been the central target of the entire RFP process—the procurement decision to award the new office supplies contract to Bureau Supplies.

Constitutivity by repair. The case serves as an illustration of the constitutive function that (potential) breakdowns have in the process of managing contracting disagreements. The activity type of the formal bid-protest procedure is a feature of Jansen University's designing system for contracting. Instantiating it amounts to the active elicitation of argumentative opposition against the University's own contracting operations. It also disciplines such disagreement by constraining what counts as allowable turns, sequences, and topics. Specifically, it was seen that it constrains contracting disputes to be about pragmatic and/or performative design issue types only. The types of disagreement that the instrument thus invites have the potential to devolve into process breakdowns such as performative or pragmatic design errors, or pragmatic design controversies. This qualifies the bid-protest procedure as one of the Purchasing Department's instruments for maneuvering the contracting process towards and away from possible breakdowns.

Just as the pragmatic design controversy is a type of breakdown that may be conducive to disagreement expansions required for continued contracting activity (as shown in the cases of the office supplies bid rejection meeting and the bike share RFP evaluation meeting), the bid-protest activity type is an institutional tool that systematically affords quite fundamental disagreement about the University's purchasing practices in ways that enable further communicational design of the contracting process. Although Linda was seen to individually employ the bid protest to incite such preferred disagreement, it is a feature of the designing system that affords this activity type. That is to say, the design of this disagreement-management function extends beyond Linda's individual intent, and thus beyond the particular case analyzed here. Yet, the case

illustrates how the organizational design realizes a rational adaptation of the unfolding disagreement for institutional purposes.

Conclusion

Breakdowns were observed in Jansen University's contracting process whenever a course of action failed to proceed effectively and legitimately towards the resolution of its central propositional design issue. Although this definition is thus focused on the propositional outcome of the process, breakdowns occur in contracting actors' performative and pragmatic design interactions. Process breakdowns are problems with resolving arguments about how communication ought to work in the production and maintenance of contracts. The distinctions between the three design issue types of contracting, combined with the different ways that they may disrupt the process, form the discriminatory principles for the different types of observed breakdowns. Table 7.1 presents an overview of these different types and their observed instantiations.

The *pragmatic design impasse* involves the inability to consistently defend or oppose pragmatic design issues. Thus, no consensus can be established among contracting actors about which activity type to instantiate or how to justify a possible course of action. It draws attention to the importance of having a pragmatic rationale for the performance of contracting actions; without it, process inertia may result and no procurement decisions can be made. However, a clear activity rationale may not be sufficient on its own, as the *performative design error* attests. This type of breakdown occurs when contracting actors have agreed on an activity type to instantiate collaboratively, yet fail to effectively or legitimately perform its constituent contracting actions. This may be due to underlying problems with a weakened designing coalition,

counterproductive commitment sets, or pragmatic/material/technological shortcomings of the designing system.

A *pragmatic design error* may occur when significant co-designers of a contracting project do not agree with the activity type that is being or has been instantiated. The course of action may be dispreferred to the dissenting actors given their individual/organizational commitments regarding the projected outcomes of the procedure, and/or its legitimacy or effectiveness. It may result in a weakened designing coalition and deliberate attempts to disrupt, sabotage, or revoke the performances of contracting actions and their outcomes. Finally, breakdowns of the *pragmatic design controversy* type were observed, in which disagreement about pragmatic activity design consumed or took over the ongoing interaction. In such breakdowns, two (or possibly more) disparate activity types are being advocated; this may happen implicitly through performances of their respective constituent design actions, or through explicit argumentation about pragmatic design, or both. Such controversies impede the actual instantiation of one of the activity types, obstructing effective and legitimate decision making regarding performative and propositional design issues.

Although these abstract definitions make the different breakdown types appear mutually exclusive, in practice they could become mutually constitutive. For example, the pragmatic design error of exclusive contracting negotiations in the office supplies RFP resulted in the pragmatic design controversy at Linda and Casey's bid rejection meeting, as the event afforded Casey to make his dissenting voice heard. This aspect of the typology is an effect of the emic normativity in this approach to breakdowns, and of its process orientation that accounts for development and change over time. The approach

thus differs from the 'etic' normativity of ideal accounts of interaction, such as in argumentation theory (e.g., Van Eemeren & Grootendorst, 2004).

The emic approach reveals important insights about the constitutive functions of disagreement management for contracting practice. First, communication design is inevitable in contracting. Also in cases of process breakdown, the designing system continues shaping the ongoing interaction, as Schön and Rein (1994) also suggest about policy design controversies. Each of the breakdowns discussed in this chapter produced some outcome for continued contracting interaction, regardless of whether that outcome was preferred or intended by any of the parties involved.

Second, process breakdowns may acquire an autocorrection function due to the inevitability of design. The products and byproducts of design efforts get taken up in the ongoing interaction, joining the pool of interactional design objects. The "'repair and prepare' mechanism" (Jacobs & Jackson, 1989, p. 158) of argument in the disagreement-management process orients to (potential) breakdowns as opportunities for further argument expansion. In the travel RFP, this mechanism led to Neima's involvement to break the pragmatic design impasse. In the office supplies RFP, the designing system adapted to the contestations of the pragmatic design of the process, first through Linda's decision to hear Casey Clay's objections, and later by the application of the formal bid protest procedure to settle the pragmatic design controversy.

Third, arguments in a disagreement-management practice are not necessarily resolution-oriented, affording continuing disagreement expansion. Approaches that emphasize the need for reflection in and on discursive practices endorse this view (e.g., Craig & Tracy, 1995; Schön & Rein, 1994; Tracy & Mirivel, 2009). In the pragmatic

design controversy of the bike share RFP evaluation meeting disagreement about the outcomes and methods of decision making escalated to a more complex pragmatic design disagreement. As with other design disagreements that autocorrected the involved breakdowns, this escalation ultimately resulted in restoration of the decision-making process, even if certain design actions actually promoted additional disagreement instead of directly defending preferred resolutions.

Fourth, the overt and covert struggles over possible activity types establish the negotiated nature of preference structures in a disagreement space. Pragmatic design disagreements interactionally define which courses of action are preferred by (with increasing variability) the institution, organizations, departments, and individuals. The pragmatic design errors and controversies analyzed in this chapter illustrate that standards for pragmatic relevance (Jacobs & Jackson, 1992) in contracting are outcomes of ongoing negotiations and may become subject to protracted disagreement. The case of the campus bus lawsuit was especially striking as it showed that the locally emergent activity type of the 'negotiated-bid approach' convincingly resisted the University's own formal procedure of the 'competitive-bid approach' (cf. Fria, 2005). What may be considered institutionally legitimate is thus subject to constant revision. The same holds for what counts as organizationally effective, as appeared from the bike share evaluation meeting.

Finally, the breakdowns emphasize the defining influence of pragmatic design issues in the constitution of contracting. The only discussed breakdown that did not directly implicate disagreement about pragmatic design was the performative design error of the travel RFP. However, the lack of committee response to drive the agreed-upon RFP activities could be attributed to a weakened designing coalition and to insufficient

human resources at the Purchasing Department to initiate new action. Another performative design error listed in Table 7.1 (involving the CopyOne contract) was actually repaired through interventions in the project's pragmatic design: replacements of the vendor's dysfunctional account representatives. As in the pragma-dialectical approach to argumentation (Van Eemeren & Grootendorst, 2004), failures in a predefined framework of action such as argumentative fallacies, may be attributed to 'higher-order conditions' such as actors' individual commitments or a discussion's social circumstances.

Again, reasoning about pragmatic conditions surfaces as the key animating force for the ongoing argumentative construction of contracting. The observed breakdowns point out that if contracting actors do not operate with a clear consensus about what it is that they are doing and why, the process may stall, lose effectiveness or legitimacy, or encounter resistance. The awareness of activity types as revealed in actors' pragmatic reasoning about their argumentative conduct link their local interactions to the contracting process at large. Schön and Rein (1994) identify the problem of 'double designing,' recognizing that actions that shape the object of design also have effects for the designing coalition and system. Contracting actors' deliberate strategies for influencing the designing coalition renders this pragmatic dimension of contracting part of the interactionally constitutive objects of design.

Chapter 8: Institutionalization through Disagreement Management:

Conclusions and Implications for Design and Contracting

This dissertation reports on an ethnographic case study of procurement contracting at Jansen University as orchestrated by its Purchasing Department. Jansen University is a pseudonym for a large public university in the northeast of the United States. Its practices for procuring required goods and services need to be equitable in the eye of the public, and commercially strategic from a competitive-market point of view. Jansen's Purchasing Department responds to these institutional challenges through its contracting process, which produces and maintains purchasing contracts and their associated supply relationships. The process emerged in this study as a concerted effort for the communication design of contracting disagreements arising in its course. This reconstruction of Jansen contracting as an institution for disagreement management helps understand how it addresses and resolves its practical communication challenges and problems, and how this practice could be augmented. It also advances theorizing in the design stance toward communication specifically, and more generally in the areas of institutional theory, the communicative constitution of organization (CCO), and supply chain management (SCM).

Given these practical and theoretical commitments, the study was designed to answer the main research question (RQ), *how does the contracting process of supply chain management shape interaction into functional forms of communication that address problems and challenges in the pursuit of a supply chain's technical and social goals?* Six cases of contracting at Jansen University were studied following a process-oriented adaptation of design methodology (Aakhus & Jackson, 2005), utilizing

techniques of analytic ethnography (Snow et al., 2003) combined with ethnomethodological reasoning.

The following section expounds the disagreement-management account that this study developed as an answer to the main RQ, through theoretically informed analytic discussions of the fieldwork data. The second section of this chapter discusses the account's theoretical implications for the design stance toward communication, CCO and institutional theories, and argumentation theory. The third section presents the practical implications for Jansen Purchasing and SCM in general. Finally, the study's limitations are discussed in light of its conclusions.

Jansen University Contracting: A Disagreement Management Practice

This study's fieldwork started out with the empirical question, *how does Jansen University's current contracting process produce purchasing contracts, and how does the process implicate supply chain relations and operations?* (RQ 1a).[104] With an interest in advancing a communication design stance toward organizing, this question was specified to *the interactional constituents* of Jansen University's contracting process: *what are they, and how do they relate to one another?* (RQ 1b). In the effort to answer these questions as well as the critical design questions about *how contracting actors frame and manage typical challenges of their work* (RQ 2a), and *how they frame and attempt to repair breakdowns of the contracting process* (RQ 2b), the interest emerged in *how the process's interactional constituents are disciplined to form the institution of contracting*.

Chronological explorations of unfolding contracting cases (Chapters 4-7) developed the answer that, in short, the contracting process emerges and becomes

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[104] See Table 3.1 in Chapter 3 for the empirical research questions of this study.

institutionalized through concerted interactional management of complex disagreements about contracting outcomes and procedures that need to be initiated, orchestrated, and finally resolved in ways that ensure the legitimacy and effectiveness of contracts and contracting. A concise summary now follows of how this disagreement-management account was developed, and how it complements alternative theoretical accounts.

Process canonicity reconceived

An abstracted narrative of Jansen's contracting process showed how contracting ideally proceeds from the Purchasing actors' point of view. It was based on observations of separately unfolding contracting cases and on native accounts about the process in general, derived from interviews and (policy) documents. The reconstruction established a default or 'canonical' version of the process; a simplified birds-eye view of how its stages and distinct interactions are supposed to follow one another in predetermined sequences. Relative to this canonical process, the observed variations among four different comprehensive contracting cases introduced a simple empirical problem: *How does the contracting process emerge in some ways that establish its canonicity, and in some other ways that clearly deviate from the native canon?*

Approaches to process coherence and variation. This problem of process coherence and variation implies a common concept of normativity, which Van Eemeren (2010a) describes as based on *regularity of observations*. However, although normativity clearly structures the contracting process over time, it does not only do so at the surface of recurring interaction formats and patterns. Rather, contracting norms and standards drive the process construction from within, based on means-end reasoning underlying its surface features. The normativity of the process is *internal* (Van Eemeren), produced

through negotiation and contestation among its participants. Additionally, contracting

actors' efforts to define this normativity can be evaluated relative to *external* norms (Van

Eemeren) of argumentation and communication design. The canon is thus defined not

only by regularities and variations of for instance the four comprehensively observed

cases of contracting (Table 4.1 in Chapter 4), but more so by internally and externally

normative dynamics of pragmatic reasoning, argumentation, and disagreement

management.

This disagreement-management account complements other approaches toward

organizing and institutions. Theory in SCM follows a *sociology of error* (Heritage, 1984)

in labeling deviations from optimal procurement practices as simply irrational (e.g.,

Simchi-Levi et al., 2008; Tsay et al., 1999). The reasoning is based on the technical and

logistical functions of supply chains and purchasing contracts, but it does not quite

consider how these functions and their norms are established socially and interactionally.

The old institutionalist approaches in economics and sociology do reason how

widespread organizational structures and operations emerge from the social and symbolic

realms of organizing. Classic statements of institutionalism (e.g., Meyer & Rowan, 1977;

DiMaggio & Powell, 1983) offer insightful alternative explanations to the functionalism

of SCM, and would suggest that contracting procedures and techniques mostly serve to

signal legitimacy in the face of institutional habits, norms, and authorities. However, such

explanations do not identify the interactional constituents of organizational processes, nor

do they adequately account for variation among local instantiations of institutional

patterns and rules.

The disagreement-management account. The contracting actors of this study do treat their work procedures and techniques as both functional tools for supply chain management and guarantors of institutional legitimacy. But what is striking to see is that they reason strategically about these generic properties, relative to what is possible and preferred in the ongoing interactions. This type of pragmatic reasoning also undergirds the *institutionalization* of contracting. The basic interactional constituents of the process are the commitments to which actors (individual and organizational) may hold each other accountable following the normative operations of the interaction order (Goffman, 1983; Rawls, 1987). Contracting actors jointly strive towards the production and maintenance of agreed-upon sets of complex individual and organizational commitments regarding supply relations and operations. They develop purchasing contracts to formally specify these commitment sets, but these joint efforts implicate other types of commitments— regarding the 'production process' of creating contracts. Arguments and argumentation procedures then arise as the primary interactional tools for the generation and contestation of commitments, which contracting actors adapt for the institutional purposes of their practice.

This insight casts a different light on Weick's (1989) view of individual commitments as the rational building blocks of organizational structure—it traces these building blocks in interactional sequences that pragmatically generate commitments. Although the issues and disagreements that come up in the contracting process are derived from an institutional stock of standard issues, they enter the interactions of contracting actors in the same ways that everyday argumentation produces and develops potential and actual disagreements. Through rule-bound exchanges of speech acts, actors

pose and imply standpoints and commitments whose subsequent acceptance or contestation is sequentially accomplished through structural conversational expansions (Jackson & Jacobs, 1980, 1981). The so-generated opportunities for argument make out a *disagreement space* of commitments (reconstructible into propositions) that interactants regard as agreed-upon unless 'called out' for disagreement (Van Eemeren et al., 1993).

Contracting is thus understood as a form of communication design work that takes disagreement spaces and their structural expansions as its interactional objects of design. Besides the analytical merit that this understanding has for reconstructing the contracting process, it also finds traction in native conceptions of how contracting works. Contracting actors employ a kind of *documentary method of interpretation* (Garfinkel, 1967/1984) in establishing the construction and reconstruction of their projects' disagreement spaces in terms of what commitments are agreeable and disagreeable, and what courses of action are possible and impossible; preferred and dispreferred. This interactional construction of their institutional reality proceeds through considerations of how available contracting procedures and activities produce and support specific outcomes, and how processes and outcomes could become relatively objectionable.

For instance, for the joint resolution of the Campus Center RFP's[105] main issues the involved actors were carefully observing that the claims and arguments they were constructing were not only *information-relevant* to what counts as plausible input and output materials of the RFP procedures, but especially that the arguments were *pragmatically relevant* to what is considered procedurally valid as argument construction

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[105] The Campus Center RFP is one of the six cases of contracting sampled in this study, and one of the four whose chronological developments were observed comprehensively during this study's fieldwork (see Table 4.1 in Chapter 4).

for contracting (cf. Jacobs & Jackson, 1992). Derrick Helm and Andrew Bandel and their Jansen colleagues would as such anticipate possible doubts or objections that their commitments and activities might meet in the course of the Campus Center RFP, e.g.: *How did they know that a Mexican food concept might be successful in the NorthWest Campus Center? How could potential bidders for the RFP be expected to put forward a proposal that fits the requirements and limitations of the food court's premises?* Or, crucially: *Why did they consult some candidate suppliers on the adequacy of their food concept and pending proposal, but not others?* Respectively, these (reconstructed) potential rebuttals against their contracting actions were anticipated through the use of the survey instrument about the food court visitors' preferences; the organization of the pre-proposal conference at the NW Campus Center for interested bidders; and the carefully performed declination/acceptance of the offer by two bidders at the pre-proposal conference, for Derrick and Andrew to see photographs of their restaurant as they run it elsewhere.

Rationality of CCO and interaction patterns. The disagreement-management account thus reconstructs how contracting actors generate and observe relevance structures for arguments about the acceptability of their procurement activities and decisions. This effort to manage actual and potential contracting disagreements drives the unfolding of the contracting process over time and space. It also accounts for normative rationality in a way that addresses limitations of related theories of organizational communication.

The Montreal School theory of the communicative constitution of organizing (CCO) importantly restores the central role of communication in what Giddens (1984)

theorizes as structuration (Taylor et al., 2001). It comprehensively lays out the natural linguistic and pragmatic affordances that provide *a priori* structures for organizing. However, it goes too far in incorporating the constitutive rules of social/institutional realities into language as "the mother of all institutions" (Taylor & Van Every, 2000, p. 27). Not only does this overemphasize the influence of material or *textual* aspects of communication to the neglect of interactional or *conversational* aspects, it also diminishes the role of rationality in organizational communication. Organization does not emerge simply because language happens to be used; it emerges because of concerted efforts to change the shape and course of the ongoing interaction so as "to make communication possible that was once [or, is otherwise] difficult, impossible or unimagined" (Aakhus, 2007a, p. 112).

The language-action perspective (LAP) presents a pragmatic processural account of organizational communication by conceiving of organizations as networks of conversations. It usefully models common organizational conversations as networks of functional speech act types whose successful sequential performance ensures for instance standard business transactions (e.g., Winograd's [1987] *conversation for action*). A disagreement-management account importantly adds to this view by explaining *why* and *how* patterned sequences of interactions emerge: as rational design responses to higher-order goals of institutional interest. It looks beyond the surface features of an activity's structural units to the strategic rationales and adaptations of ordinary interaction (cf. Jacobs & Jackson, 1989).

Communication-design rationality

Rationality enters this communication design work in two ways. First, as the interactional rationality with which interactants 'naturally' solve the ongoing puzzles of meaning, action, and coherence in communication (Jacobs, 2002). The rules for turn-taking, interpretation of speech acts, preservation of selves, individual accountability, argumentative burden of proof, conversational repair, inferential commitments, activity types—all these rational features of the interaction order naturally structure all human communication (cf. Aakhus & Jackson, 2005). More interactional constituents could likely be added to this list. For instance, the Montreal School integrates A-B-X structures, construction grammar, and linguistic modality in its conversation-text cycle (Taylor & Van Every, 2000), further adding to the endogenous rationality of the interaction order.

But communication-design rationality is complete only with its second, strategic component that pragmatically and systemically adapts the natural rationality of everyday interactions for exogenous, institutional purposes (cf. Drew & Heritage, 1992). The *pragmatic* aspect consists of the means-end reasoning underlying practitioners' efforts to manipulate interactional forms and routines in order to craft preferred outcomes in terms of decisions, organizational and individual commitments, or other social states of affairs (for instance, the inventors of Science Court in Aakhus's [1999] study tried to produce new public policy by having academic experts and policy makers agree on policy controversies through carefully orchestrated discussion procedures). The *systemic* aspect of communication-design rationality derives from the institutionalization of such pragmatic reasoning, in the form of procedures, instruments, and techniques that become (tacitly) recognizable to practitioners as activity types (for instance, the technological

design of groupware technology in Aakhus's [2002] study served to warrant the justifiability of deliberators' decision-making activities).

Pragmatic and systemic adaptation of ordinary argument. The contracting actors of this study were seen in this light to strategically adapt the expanding disagreement spaces of contracting. A central challenge in these adaptations was to meet the practice's multiple demands of institutional legitimacy and organizational effectiveness. The basic features of the contracting process's systemic adaptation of ordinary argument consist of (a) the participation of more than two arguers in the contracting disagreements; (b) the inclusion of more, and more complex pragmatic commitments associated with these multiple actors; and (c) the textual/material formalization of these commitment sets in documents and other technological instruments to distribute them throughout the expanding networks of contracting conversations. The pragmatic rationality (or means-end reasoning) of these systemic adaptations is revealed in their local instantiations and actors' native reflections upon them.

For instance, of fundamental significance is Associate Director Derrick Helm's reflection on the invariability of standard questions to be answered in RFP processes, and the local variability of formal procedures to address these questions (Excerpt 4.1). It confirms the distinction between information relevance and pragmatic relevance of contracting arguments (respectively, their input/output relevance, and their procedural relevance). Moreover, the pragmatic rationality regarding the relationship between procedure and outcome is explicit in Derrick's later strategic reflection about the numerical evaluation tool for vendor proposals: "'Sometimes the numbers lie,' for instance when the weighted scores produce a certain outcome and he feels like, 'That's

not who we thought should be winning the bid'" (field note of Excerpt 4.4). These reflections reveal the need to maneuver between the *institutional legitimacy* that a procedure or instrument imparts on a procurement decision (monitored by for instance external State Auditors) and the *organizational effectiveness* of how that procedure or instrument helps justify a locally preferred outcome (amplified by heightened competitive interests given the financial crisis of the time).

Indeed, this kind of maneuvering occurred extensively in all observed cases of Jansen University's contracting process. It explains why the electrical engineer Greg readily appraised photographs of a vendor's restaurant at the pre-proposal conference for the Campus Center RFP, even though the vendor representatives were really hoping for proposal evaluators Derrick and Andrew to see their pictures (Excerpt 5.7). It explains why Associate Director Linda Delgado elaborately plotted together with her colleagues in the office supplies RFP how they would prepare the members of the RFP committee at an upcoming committee meeting, in a way that would get them to accept the predetermined three finalists in the competitive bidding procedure (Excerpts 6.2 & 6.3). It also explains why the members of the bike share RFP committee extensively negotiated the rules of the final bid evaluation with the use of the numerical evaluation tool—finally adapting the procedure to ensure an outcome that was favored by the majority among them (Excerpt 7.22). In each of these cases there was a design intervention that targeted a pragmatic alteration of the live ongoing interaction (and/or a future activity), including its pre-existing institutional tools (i.e., meeting type, organizational committee, evaluation instrument), so as to render the contracting procedure and its outcomes not just institutionally legitimate, but also organizationally effective (or individually preferred).

Three design issue types and process breakdowns of contracting

This analysis would be problematic if it took definitions of institutional legitimacy and organizational effectiveness for granted. Such normative constructs are in this analysis not reified as objective realities of the contracting process, but accounted for as subject to negotiation and contestation just as any other contracting disagreement. The disagreement spaces of the observed contracting cases included claims and contentions about the foundational norms of contracting. Through communication-design efforts, instruments, and reflections, these arguments invoked hierarchical sets of issues interlinking not only contracting procedures and outcomes, but also rationales supporting the acceptability of institutionally adapted activities. The canonicity of the contracting process can as such be defined in terms of these *design issues* and their argumentative relations as constructed through disagreement management. The design issues and their interrelationships also facilitate analysis and normative evaluation of breakdowns of an organizational process.

The three design issues typology. Contracting actors' explicit rationales for the strategic design of contracting interactions were found to follow one generic issue structure that functions to ratify the reasonableness of their disagreement management. In this structure, propositional design claims about current or proposed supply chain relationships and operations are supported by performative design claims about the actions that generate the propositional design claims. Justifying the reasonableness of this argumentative relationship, pragmatic design claims are developed about the contracting activities and their social and pragmatic preconditions producing the performative design actions.

For instance, in the office supplies RFP, Linda and her colleagues Dara and Neima elaborately planned how to orchestrate the decision making of the RFP committee so that (a) the committee members would select one of the preselected top-three proposals as the winning proposal; (b) the decision making would follow carefully orchestrated procedures; and (c) the evaluation outcome would be unanimous, or at least all possible objections would be explicitly voiced and heard (see Excerpt 6.7 and the preceding analysis). This tripartite interest in the details of the decision-making activities reveals a concern for the argumentative interrelations between (a) *what* the propositional design claims about the proposal evaluation outcome should state; (b) *how* these outcome claims should be supported by performative design claims implicit in the institutionally ratified actions for proposal evaluation; and (c) *whether* the justificatory potential of these actions would be warranted by pragmatic design claims about evaluation procedures that secured not only the institutional legitimacy of the evaluation outcomes, but also the organizational effectiveness of forging a sound designing coalition of committee members committed to promoting the new office supplies contract during its implementation.

Although the three design issues typology is an analytical reconstruction, it finds native significance in the communication-design rationality of contracting actors and procedures. It matches observed and inferred pragmatic reasoning about commitments, decisions, actions, procedures, interactions, and activities, in the systemic construction of contracting. The organizational process thus emerges as an institutional adaptation of the "'repair and prepare' mechanism" (Jacobs & Jackson, 1989, p. 158) of ordinary

interaction, specified for contracting disagreements and their standards for institutional legitimacy and organizational effectiveness.

The three design issues typology introduces *etic* norms to the analysis, derived from normative ideals in argumentation theory and the design stance toward communication. This facilitates normative evaluation and diagnosis of the design practice, addressing this study's evaluative research question 3a: *How effective is Jansen University's contracting process in meeting the interactional and institutional demands of supply chain management?*[106] In order to formulate an answer to this question as part of the practical implications below, the concept of process breakdowns first requires explanation.

Types of process breakdowns in contracting. The analysis of process breakdowns in terms of complications in the management of the three design issue types reveals the central importance of *activity types* (Levinson, 1979) in contracting. Four distinct types of process breakdowns were identified relative to the degree that contracting actors (a) recognized; (b) adequately carried out; (c) adequately selected; and (d) (dis)agreed upon activity types for the management of contracting disagreements. The four related breakdown types are as follows: In a *pragmatic design impasse*, actors do not sufficiently develop claims or objections about the pragmatic design of contracting activity, frustrating further disagreement expansion due to insufficient recognition of an activity type. In a *performative design error*, an activity type has been ostentatiously agreed upon by a designing coalition, but its specific instantiation violates an emically normative standard for that activity. A *pragmatic design error* occurs when an activity type is being

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[106] See Table 3.1 in Chapter 3 for the empirical research questions of this study.

instantiated that turns out to be objectionable to an important co-designer of the contracting activity. Finally, in a *pragmatic design controversy*, the pragmatic design disagreement over which activity type to instantiate becomes protracted so that it consumes the interaction without producing (at first) a clear, institutionally recognized form. Each of these breakdown types obstructs preferred expansions of the contracting disagreement due to problems with the interactional design of activities for disagreement management.

As presented in Table 7.1, a total of seven observations were made of these breakdown types. This low total frequency, and the small number of observed instantiations per breakdown type (one or two) renders the typification of the breakdowns empirically tentative. However, each observed case is grounded in detailed empirical observations and theoretical conceptualization based in the three design issues typology. They may be understood as 'paradigm cases' (Flyvbjerg, 2006) of their respective breakdown types, of which more instantiations may be found through continued analysis.

One case in point here is the performative design error of the CopyOne contract (Table 7.1). Although its detailed analysis is not included in this dissertation, its identification establishes an important variation of the type of breakdown. The case of the CopyOne contract deviates from this study's other contracting cases because its observations were made while the supply relationship with this vendor of copy machines had already been operational for many years. The observed contracting interactions were thus not part of an RFP process, but were designed to *maintain* an existing purchasing contract and its ongoing supply operations. This variation from the six other observed

breakdowns strengthens the generalizability of both the identification of four different process breakdowns, and its underlying three design issues typology.

The greatest difference with this case is the target or design object of its propositional design issues. Where in the RFP cases these basic issues mostly concerned *prospective* states of affairs in the future supply relationship (and the texts describing these in for instance RFP documents and purchasing contracts), in the CopyOne case propositional design issues were raised about the *ongoing* supply operations between the vendor and the University. The three design issues typology still fits in the analysis of this case. The problems that arose with the supply relationship were related to deficient ordering and invoicing practices for CopyOne's products and services. The involved Jansen and CopyOne employees could not resolve these issues due to their mutual unpreparedness to engage in the (recognized) activity types required for issue repair. This outspoken unwillingness can be reconstructed as pragmatic design objections against performative design claims about the required actions. The final repair of this performative design error was pragmatic in kind: CopyOne tried out several replacements for its account representatives until it found one who functioned well in relation with the University and the Purchasing Department. Thus they established the pragmatic commitment sets required to perform the actions for the resolution of disagreements about ordering and invoicing.

Further empirical study of how the three design issue types function in other institutional practices would likely identify both similar and other breakdown types based on the principles of disagreement management. The objects of design (or the subjects of propositional design issues) vary substantially between different types of communication

design work, as already indicated by the slight variation between the case of the

CopyOne contract and the RFP cases of this study. Such variations could shed new light

on how higher-order objectives such as institutional/organizational goals relate to

activity, and how activity in turn relates to the interactions of the practice. However, the

current findings from the institutional practice of university procurement contracting are

sufficient to suggest a number of theoretical implications.

Theoretical Implications of Contracting as Disagreement Management

The disagreement-management account of contracting specifies *argumentation-*

theoretically how an organizational process may evolve around 'solutions looking for

problems' according to Cohen et al.'s (1972) garbage can model of organizational choice.

The apparent irony of pre-existing instruments, procedures, or techniques that are waiting

for a reason to be used or implemented, tells one half of the story of disagreement

management for contracting. Indeed, specific meeting types, protocols or tools for

proposal evaluations, templates for RFP documents, etcetera, were seen to function as

standardized lines of argument that anticipate common doubts or rebuttals against

procurement decisions (cf. Jackson, 1986). This aspect of contracting also informs the

institutionalist skeptic who sees these formal tools as 'institutional myths' (Meyer &

Rowan, 1977). However, the other half of the disagreement-management story is that the

instruments, techniques, and procedures of contracting were developed as design-rational

pragmatic adaptations to locally occurring disagreement expansions.

This insight about communication-design rationality as composed of both

systemic and pragmatic aspects is central to the current advancement of the design stance

toward communication. It comes with implications for the design stance, theories about

institutions and the communicative constitution of organizing, and theory about institutional argumentation.

Implications for design normativity

One central goal of this dissertation is to further develop the normative dimension of the design stance toward communication. The analysis of process breakdowns informs this development, given the focus on what it means to say from a communication-design point of view that something was done 'wrong,' and how to say this. This subsection addresses that need. It revisits the analysis of the process breakdowns in order to draw further implications for the design stance in the area of supply chain contracting. This results in a new understanding of the contracting process as organized around the need to balance institutionally ratified means for solving contracting problems and organizationally derived strategies for achieving locally preferred outcomes. It also prepares the ground to answer RQs 3a and 3b about the normative appraisal and eventual augmentation or re-design of the contracting process at Jansen, and of contracting procedures for the field of SCM as a whole (to be discussed in the section 'Practical Implications').

Autocorrections of the designing system. Some of the process breakdowns of Chapter 7 actually draw attention to *positive* displays of systemic communication design. As an institutional adaptation of the "'repair and prepare' mechanism" (Jacobs & Jackson, 1989, p. 158) of ordinary interaction, the collective action of the contracting process functions to actively detect and draw out possible objections that any of its participants or third-party stakeholders could raise by calling out disagreeable commitments or standpoints from the developing disagreement space. Some process

breakdowns ensuing from this mechanism should be understood as a positive feature of the designing system, rather than as a failure (necessarily) of individual or organizational doing. In these cases, the breakdowns had to happen in order to trigger appropriate interventions in the unfolding process. The analytical recognition of such cases has normative implications for studying the practice of contracting, but it is also important for practitioners to recognize this necessary variant of process breakdowns.

Several of the observed process breakdowns in this study served to autocorrect the contracting process, as part of the systemic rationality of Jansen Purchasing. A prime example is the pragmatic design impasse of the travel RFP that inspired Carina to ask her boss Chris for the professional expertise that was available (e.g., from her senior colleague Neima) but not utilized (see Table 7.3 and the accompanying analyses). The designing system operated appropriately here to resolve the pragmatic design issue of professional expertise that was hindering the performance of required performative design actions (such as drafting the RFP document) as well as the resolution of many other pragmatic design issues (e.g., those that Carina and Debbie had identified during their survey interpretation meeting). Carina acted on the problematic interrelations between the different design issue types when she asked for the assistance of her boss and senior colleague. The case illustrates how systemic rationality functions to detect potential flaws in the argument construction for optimal contracting, following the logic of the three design issues typology. Table 8.1 presents two more observed process breakdowns of the autocorrection type, contrasted with four observed process breakdowns that were actual design flaws, to be discussed in the second part of this subsection.

Table 8.1: Process breakdowns as systemic autocorrections versus design flaws

Systemic autocorrections (definition and cases)	Design flaws (definition and cases)
Systemic detections of potential doubt in the unfolding disagreement; its expansion is corrected through local pragmatic reasoning	*Failures of the designing system to balance systemic and pragmatic rationality in locally adapting a contested activity type*
Pragmatic design impasse of early RFP planning in the travel RFP (Carina, Debbie, Neima, Chris)	Performative design error of advanced RFP planning in the travel RFP (Linda, Shelly, RFP committee members)
Performative design error of CopyOne contract operations (Buyer Erin & CopyOne account reps)	Pragmatic design error of campus bus RFP: Amending RFP criteria; bid protest; lawsuit (Linda, University Transit, Premier Bus)
Pragmatic design controversy of the bike share RFP final evaluation meeting: Creative struggle over numerical evaluation versus voting (Lena, Chris, RFP comm. members)	Pragmatic design error of office supplies RFP: Exclusive contract negotiations with Bureau Supplies (Linda, Casey at Paper Joe)
	Pragmatic design controversy of office supplies RFP: Linda and Casey's protracted disagreement over the activity type of their proposal rejection meeting

The autocorrections observed in the contracting process further inform the concept of a *designing system*, and how it functions and ought to function. More than Schön and Rein's (1994) understanding of this concept as "a coalition of actors, individual or institutional" (p. 168) that function together as the co-designers of their shared product;[107] the designing system is understood here as the institution 'at large.' This could be the University's own contracting practice or the wider institution of public procurement. It is not defined by group membership of actors or organizations, but, following North (1990), as the 'rules of the game' as conceived and reconceived in its local organizational instantiations, including its institutional artifacts—recognized techniques, instruments, and procedures. Following its institutionalized systemic rationality, the designing system produces the artificiality (Simon, 1996) of a practice through the construction of standard solutions to recurring problems. The active detection of possible problems and their autocorrection through process breakdowns are crucial properties of that rationality.

As an analogy of Jackson's (1989) view of scientific method as argument, the methods and procedures of an institutional field ideally get better and more refined over time in raising objections and finding solutions to its disciplinary problems. Like the methods of scientific inquiry, the institutional artifacts of contracting emerge as "standard but substitutable lines of argument" (Jackson, 1986, p. 131). The autocorrections

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[107] Schön and Rein's (1994) definition of a designing system comes closest to what this dissertation understands as a designing *coalition*. Although Schön and Rein equate it with designing *system*, a *coalition* is understood here as a boundaried collection of actors that function as a group for as long as their joint design contributions to the institutional process are required (e.g., the RFP evaluation stage). The integrity of a designing coalition presents a potential pragmatic design issue for any institutional project. All actions of a project (e.g., an RFP) contribute both to the performative design of its process, and to the pragmatic design of its coalition, as Linda was seen to take into account in the planning of RFP committee meetings for the office supplies RFP. Schön and Rein refer to this as the problem of "double designing" (p. 168).

observed at Jansen Purchasing, but also its less problematic uses of contracting instruments and procedures, materially or pragmatically substitute lines of argument about common design disagreements of contracting. As the institution of contracting advances over time, its artifacts may develop into *black box arguments*: standard arguments that have become so institutionalized in a discourse that their use may pass unquestioned (Jackson, 2008). Advantageous observations of such black box arguments in Jansen contracting included for instance the uses of RFP documents as formal invitations to vendors to contribute to the requested commodity's disagreement space; the uses of 'reference checks' in the bike share and office supplies RFPs as assessments of bidders' reputations in the supply chain; or the uses of the bid protest procedure as formalized rebuttals by the rejected bidders in the office supplies and campus bus RFPs.

However, black box arguments may become disadvantageous to their practice when ineffective ways of identifying problems and reasoning about problems become sedimented. As may also be familiar from the uses of highly institutionalized scientific methods,[108] this can lead to process breakdowns of the institutional practice. For Jansen contracting, the use of the visitor survey in the Campus Center RFP posed an example. Its application produced so many suggested vendors for the new food concept, that the attempt to honor as many as possible delayed the RFP process and aggravated the Purchasing staff. The survey's systemic rationality functioned fine in that it aggregated and formalized the individual commitments of the commodity's end users, but its consequences were not appreciated in common by all involved co-designers of the RFP. A friction arose between the artifacts' institutional lines of reasoning and organizational

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[108] The use of standard *p*-values for statistical significance in quantitative (communication) research is one social scientific example (C. R. Scott, 2007).

actors' locally adaptive lines of reasoning. Similar frictions in other cases resulted in process breakdowns. The actual design flaws analyzed among these breakdowns inform the grounds for more normative judgments of the contracting process's designs for communication (cf. Aakhus, 1999, 2001).

Design flaws of the designing system. Besides the autocorrections, other process breakdowns were observed in which the designing system simply failed to anticipate potential objections against unfolding disagreement expansions, and these instances do involve failures from a communication design perspective. The two pragmatic design errors of Chapter 7—of the campus bus and office supplies RFPs—present clear examples, both of which involved objectionable procedures for contract negotiation. Their flaws involved diminished flexibility of the designing system to allow for pragmatic design adaptation given obvious objections against the organizational effectiveness of its procedures. A brief reconsideration of each case reveals these design flaws.

In the office supplies RFP, the policy of restricting negotiations to only one bidder conflicted with the incumbent vendor Paper Joe's need to learn how its proposal was evaluated. The bidder's status as the University's main office supplies vendor and the unusually long time that had passed since proposal submission amplified the pragmatic design issue of the exclusive contract negotiations. In this case, the designing system was not flexible enough to allow a local adaptation to extenuating circumstances. Pragmatic reasoning about the proposals' outdated pricing and the positive supply relations between the University and its three incumbent vendors could have warranted the inclusion of all these top-three vendors in the contract negotiations (in the form of a 'best and final' for

instance), or a complete 're-bid' of the RFP. The involved Purchasing actors debated both options, but the pragmatic rationality of tailoring the procedure to local circumstances lost out against the systemic rationality of the designing system that globally monitors process legitimacy through University policy. The error finally resulted in Linda's compromising the integrity of the exclusive contract negotiations with the winning vendor, when she openly rejected the incumbent's bid before a final contract was negotiated.

In the pragmatic design error of the campus bus RFP, the designing system at first did permit more flexibility when the Purchasing actors and the only two bidders jointly altered the RFP requirements during the competitive bid procedure. Pragmatic reasoning about this local instantiation of the process convincingly adapted the rules of the game, resulting in a new activity type that had buyer and vendors co-design the formal contractual conditions. This new activity type may have been less competitive than what official University policy prescribes, but its negotiated co-design would generate a more acceptable end product to both Jansen and whichever vendor would become its main supplier (cf. Fria, 2005). However, the adaptation turned into a pragmatic design error when the finally rejected bidder appealed to the University's formal activity type of competitive bidding, and claimed in a lawsuit that its rules had been violated.

In this latter pragmatic design error, the designing system's formal dimension—laid down in the University's purchasing policies—was retrospectively reinterpreted in the plaintiff's account as most defining of the activity type for competitive bidding. The rejected bidder used this aspect of systemic rationality to construct a pragmatic design argument with the aim to undo the activity type that it had at first helped to adapt to the

local instantiation. Had the course of that pragmatic adaptation been documented better with authoritative pragmatic design claims, perhaps the bidder's objections could have been countered effectively before it escalated to a legal dispute. In the former case of the office supplies RFP, locally adaptive pragmatic reasoning was also curtailed by systemic rationality, but before it actually resulted in an adaptation of the formal activity type for contract negotiation. In both cases, an attempt to improve organizational effectiveness (i.e., negotiating a better contract for the University) was systemically constrained in the interest of institutional legitimacy.[109]

Note that these two process breakdowns were both instances of the pragmatic design error type; an activity type had been instantiated that was disagreeable to relevant stakeholders of the practice. It may not be surprising that the one breakdown type involving deep disagreement about the most fundamentally defining, pragmatic design issue type was found to instantiate 'hard' design flaws in both of its only two observations. If no agreement exists regarding the very form of interactivity that is nevertheless authoritatively instantiated, then resistance against that pragmatic design is likely to follow. However, a possibly more serious problem with these cases was also considered: the fact that positive efforts to alter the local process instantiations found constraint in the systemic rationality of the designing system's standard lines of argument. This second concern suggests a criterion for identifying design flaws: *The inflexibility of a designing system to tailor its organizational instantiations to local*

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[109] The performative design error of the travel RFP is another example of a breakdown that the designing system did not autocorrect. After the RFP committee members did not respond to repeated invitations to contribute to the RFP planning and formulation, the process got 'side-tracked.' An underlying problem appeared to be that the Purchasing Department was understaffed at that time due to a staff member's leave of absence. This is a pragmatic design issue about the social circumstances of an RFP: In Cohen et al.'s (1972) terms, the organization had an insufficient "*stream of energy from participants*" (p. 3) to process the garbage that had to be processed to keep the RFP moving.

commitments that advocate a pragmatic design adaptation considered to be more acceptable by its direct participants.

　　Balancing problem-solving validity and intersubjective validity. Such a criterion for the identification of design flaws could be formulated more generally in terms of what Van Eemeren et al. (1993) describe as an interactional procedure's 'problem-solving validity' and its 'intersubjective validity' (in their case, of an ideal model for an argumentative discussion). They specify that "[p]roblem-solving validity has to do with the efficacy of a procedure for serving its purpose" (p. 14). "Intersubjective validity has to do with the conformity between the model's [or procedure's] components and the values, standards, and objectives actual arguers find acceptable" (p. 14). For Jansen's contracting process, then, its problem-solving validity is concerned with whether its procedures "procure all goods and services on a fair, competitive, and equitable basis, without undue delay, and in accordance with the university's purchasing policy" (as defined in the Purchasing Department's official policies, and quoted in the lawsuit by University Transit). Its intersubjective validity is concerned with whether the actually involved contracting actors together agree with the instantiated procedures.[110]

　　It appears, then, that in the above two cases of pragmatic design errors, the intersubjective validity of the competitive bid procedure was compromised in favor of its formally defined problem-solving validity. The degree to which both forms of validity are in balance defines the success of the designing system. In the pragmatic design error of the exclusive office supplies negotiations, intersubjective validity was clearly lacking,

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[110] The problem-solving validity of the contracting process is only partially defined by its formal policy, but in the breakdown case of the campus bus RFP the policy clause played an authoritative role because the lawsuit explicitly enacted it as a rule of the designing system.

while the system's problem-solving validity was ensured. In the case of the campus bus

lawsuit, it appeared as if the problem-solving validity was still ensured with the newly

adapted activity type for negotiated RFP formulation, although clearly the lawsuit

contested that. The case thus shows that at least the intersubjective validity was

diminished.

A flaw of the designing system thus occurs when a local instantiation of an

institutional practice fails to maintain the balance between problem-solving validity and

intersubjective validity. Furthermore, the four design flaws listed in Table 8.1 suggest

that standards of institutional legitimacy define problem-solving validity, while

considerations of organizational effectiveness constrain intersubjective validity. Both

validity types are subject to disagreement and negotiation, and they are also partially co-

defining of one another.[111]

The co-designers of Jansen contracting engage in joint pragmatic reasoning about

the means and ends of their practice, facilitating responsiveness to organizational

contingencies. This pragmatic component of communication-design rationality enables

local adaptations of institutional procedures through reflection-in-action (Schön, 1983)

and plausible reasoning through conversational argument (Walton, 1992). However, its

systemic component constrains this flexibility with the more stable procedures,

techniques, and instruments institutionalized through former pragmatic innovations. Just

as the natural constraints of the interaction order, these institutional constraints are part of

the material that the contracting actors use to design the activities of their practice, and to

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[111] Here, the current treatment of problem-solving validity and intersubjective validity departs
from the pragma-dialectical treatment, which keeps the two validity types strictly separate to preserve the
ideal normativity of its model of argumentative discussions (Van Eemeren & Grootendorst, 2004). This
dissertation does not share that meta-theoretical commitment.

listen to the feedback or "back talk" (Schön & Rein, 1994, p. 167) of their emerging designs.

In the two pragmatic design errors revisited here, the systemic rationality of the contracting process was too constraining in the imposition of institutionally 'problem-valid' procedures, stifling or challenging possible alternative activities that may have been more intersubjectively preferred. The friction between institutional legitimacy and organizational effectiveness also functions as a generative dynamic, with positive results in the autocorrection cases. The creative struggle of the pragmatic design controversy in the bike share RFP presents a paradigmatic example of successful 'listening to back talk' of design activity (Excerpt 7.22). Explicit debate arose about the multiple constraints on the evaluation activity that finally resulted in the novel innovation of an activity type that found a balance between problem-solving validity (usage of the institutionally imposed numerical evaluation tool) and intersubjective validity (adaptation of the instrument's numerical values to realize the collectively preferred evaluation outcome).

The need to balance of problem-solving validity and intersubjective validity is at the heart of communication-design rationality: The pragmatic rationality of local means-ends reasoning produces and is constrained by the systemic rationality of institutionalized design adaptations of naturally occurring interaction. As was seen here, this balance between both validity types also counts as a soundness criterion for communication-design rationality. The development of this normative dimension of the design stance toward communication is grounded in the three design issues typology, which distinguishes different types of process breakdowns. This typology has further implications for the design stance, to be discussed next.

Implications of the three design issues typology of contracting

The three design issues typology is the analytical product of this study's finding that Jansen contracting actors construct hierarchical issue structures for the management of disagreements and commitment sets across multiple discussions and discussants. The typology was reconstructed from disagreement-management interactions, instruments and procedures that enable actors to engage in various distributed argumentative discussions simultaneously. It surfaced throughout the analyses as the main organizing principle for disagreement management, relative to which also the observed process breakdowns could be categorized. An important theoretical implication of the typology is that it establishes a hierarchical account of disagreement management that nevertheless maintains a 'flatland view' of organizational communication. First however, a potential criticism regarding its Toulminian origins needs to be addressed.

Avoiding Toulminian infinite regress. The three design issues typology advances the pragmatic concept of disagreement space in an institutional direction by proposing a hierarchical structure for commitments and virtual standpoints relative to their interlocking functions for disagreement design. For this, it adapts Toulmin's (1958/2003) model of argumentation based on the finding that contracting actors derive arguments from the contracting institution and its activity types to justify how their action performances support decision outcomes. The three functionally different argument types featuring in this strategy are parallel to Toulmin's warrant, grounds, and claim. However, the use of this model exposes the analysis to the criticism that it results in an *infinite regress* of further possible backings or justifications of grounds and warrants without ever establishing normatively conclusive support (Van Eemeren et al., 1996). The model

indeed does not specify when such conclusive support might be reached, which may be a problem for abstract models of argumentation. However this does not appear as a problem for the actual practice of Jansen contracting.

Activity types of Jansen contracting are the source and subject of pragmatic design claims that serve the function of 'warrant' in a hierarchical design issues structure. What may be problematic here is that their hierarchical status does not endow the claims with the power of conclusive support, as was attested by the pragmatic design controversies of the office supplies bid rejection meeting and the bike share RFP evaluation meeting. Indeed, this issue structure might erode into infinite regress: Different activity types could be ordered according to hierarchical relationships of further overriding argumentative support; e.g., the common use of the numerical evaluation tool for proposal evaluations finds support in the rules of the competitive bid process, which in turn find support in the contracting process 'at large.'[112] The potential problem is that the contracting process 'at large' would be an arbitrary stopping point, because it in turn could be questioned for its legitimacy or justificatory potential.

However, such infinite regress appears to be avoided in contracting disagreements because activity types and their legitimacy standards are always locally constructed in the ongoing interaction. The issue structure is not 'out there' for contracting actors to reach to in their appeals. Granted, a contracting disagreement may escalate to the point that pragmatic design claims do not get accepted, but that will likely lead to additional pragmatic design claims appealing to other activity types (such as when the rejected bus

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[112] Such hierarchical order would be analogous to Schön and Rein's (1994) layered view of action frames that guide policy disagreements at the policy, institutional, and meta-cultural levels. Their view of action frames will be addressed shortly.

vendor University Transit filed a lawsuit after an unsuccessful appeal through Jansen

University's bid protest procedure), or adaptations of them (such as when the participants

of the bike share RFP evaluation meeting converged toward an application of the

numerical evaluation tool that better represented their majority preference). These

situated contingencies render the occurrence of infinite regress (or an arbitrary stopping

point) unlikely. The Toulmin adaptation shows how contracting actors reason about

argument as an object of design; not how an external critical judge would normatively

evaluate it (cf. Van Eemeren et al., 1996).[113]

  The three design issues typology captures such reasoning about argument, and

how it integrates distinct design concerns. The typology covers some of the guidelines

that Aakhus (1999) formulates based on the case study of science court: It helps "*[a]ttend

to the substance of the dispute*" (p. 34); the argumentative tie between propositional and

performative design issues observes how disagreement procedures fit disagreement

substance. The typology's further ties between these design issue types and those of

pragmatic design also attend "*to multiple goals, constraints, and outcomes* (…) *to the

social context* (…) *to collective rationality* (…) [and] *to the linkages of communication

activities*" (p. 34). These meta-considerations of discourse design are incorporated into

the conduct and analysis of unfolding interactions and systemic designs, by including

pragmatic design issues in the regular disagreement space of contracting. Seeing

pragmatic, social, and material aspects of the practice as the subjects of widespread meta-

communication makes them part of analyses that focus on local sequences of events. It

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[113] Aakhus's (1999) study of *science court* shows how practitioners similarly tried to establish an authoritative institution or activity type for the definitive resolution of factual issues in policy disagreements. The attempt was abandoned because the idea of conclusive factual evidence contradicted the kind of 'plausible reasoning' (Walton, 1992) that the science court's discussion model required.

thus avoids the micro-macro distinction that structuration-inspired CCO approaches have been trying to let go.

Argumentative hierarchy in a flatland. The three design issues typology preserves a 'flatland' view (Taylor & Every, 2000) of organizational communication, while it also identifies hierarchical elements in organizational process. The flatland view means seeing communication as unfolding on one level plane of interactions spread out across time and space. The current account was also inspired by related approaches in design (Schön & Rein, 1994), practical theory (Craig & Tracy, 1995), and argumentation (Van Eemeren & Grootendorst, 2004). Each of these puts forward variations of three-part hierarchies that bear resemblances with the three design issues typology. However, the typology differs from them all by not invoking separate analytical layers, levels, or orders in the practical activity's lived experience. The alternative flatland approach to interactional hierarchies casts a new perspective on these theories, with implications for further theory development.

Schön and Rein's (1994) theory of policy design distinguishes three layers of design complexity that explain how the professional development of public policy proceeds through disputes and disagreements. They particularly focus on 'policy controversies' which are intractable disagreements about policy that are "immune to resolution by appeal to the facts" (p. 4). Instead, the authors write, such controversies may be resolved by *frame reflection*; reflection on the abstracted action frames through which policy designers understand and construct their work. It draws a clear parallel with this study's treatment of activity types and their contestations in pragmatic design controversies. Although there are also important differences, further parallels could be

found between Schön and Rein's design layers and this dissertation's propositional, performative, and pragmatic design issue types. At the first layer of design, a single designer interacts with an evolving design object (a policy); at the second layer, the design task becomes socially distributed and therefore both communicative and political; at the third layer, conflicting action frames complicate policy designers' engagement and understanding of their design practice (Schön & Rein).

Schön and Rein's (1994) theory and this dissertation's account thus both contribute to a design view of institutions. However, their respective three-part hierarchical structures for design differ fundamentally where all three design issue types are communicative and argumentative, whereas in Schön and Rein's theory of policy design only gains a communicative and polemic quality from its second layer up. Conceptualizing the three design layers as existing independently of communication compels the authors to separately introduce the concept of *reflection*. This is how the authors explain policy professionals' (desired) understandings of the linkages between the three layers; through reflection. It thus is a solution to the self-created problem of separating design work up into three conceptual layers that otherwise cannot be observed in interaction.

The design issues typology avoids such a contrivance because the communicative flatland perspective renders reflection intrinsic to its logic. The three issue types exist by virtue of reflection, as it is already implied in their meta-communicative character. The issue hierarchy systematically explains how contracting actors reflect on their practice's communicative actions and activities to manage their distributed disagreements as they experience them in interaction. By starting with the critically reflective meta-

communications that constitute a practice, no normative communication rationales need to be added from an external vantage point, as Schön and Rein (1994) do with their imperative of frame reflection.

Craig and Tracy's (1995) grounded practical theory (GPT) is not explicitly concerned with the design of a practice, but reconstructs it in terms of how its techniques and procedures address practice contingencies that are considered problematic relative to *situated ideals*. The shared interest in the reasoned constitution of a practical activity informs the current disagreement-management account. Craig and Tracy also develop three hierarchical levels for the reconstruction of a practice; the technical, problem, and philosophical levels. It is instrumental in generating a system-level overview of how a practice indeed appears to be structured by native rationales about its recurring problems and how these ought to be addressed by developing communicative strategies.

However, here again, the analytical distinction of three hierarchical levels of reasoning does not appear to match how *practitioners* construct their practice. The analysis instead mostly serves an etic understanding of how the practice emerges, as much as it integrates emic norms: "theoretical reconstruction of a practice may best begin at the problem level and proceed from there both 'downward' toward specific communicative techniques as well as 'upward' toward philosophical normative principles adumbrated by the situated ideals of practitioners" (Craig & Tracy, 1995, p. 264). By comparison, the design issues typology has the benefit that whether one proceeds 'upward' or 'downward' among the hierarchically reconstructed issues, the analyst will always find more (meta-)communication to observe—precisely because these are analytical moves that practitioners themselves also demonstrably make in the interactional details and reflections of their practice.

Finally, the flatland perspective of the design issues also affords 'real-time' reconstruction of how an argumentative practice comes to be affected by, and has a constitutive influence on, its socio-psychological context. This account finds inspiration in the pragma-dialectical view of a discussion's 'higher-order conditions' (Van Eemeren & Grootendorst, 2004), but it also adapts it to conceive of the three 'orders' as intrinsic to the discourse. Taking the normative rules for an ideal critical discussion as the first-order conditions for reasonable dispute resolution; Van Eemeren and Grootendorst (2004) conceive of second-order conditions in discussants' "'internal' mental states" (p. 36), such as the willingness and ability to comprehend and exchange arguments; and of third-order conditions in "'external' circumstances in which the argumentation takes place" (p. 36); such as the relational or societal context. The key of the design issues typology is that such contextual conditions are located internally to the discourse, where they feature as the subjects of explicit or implicit arguments *about* interactants' individual/organizational commitment sets, constraints of institutional procedures, preferred and dispreferred courses of action and final states of affairs, etcetera. The design issue types do not order these socio-psychological aspects *a priorily*, but describe how interactants accomplish such reasoned hierarchical ordering themselves.

The flatland perspective facilitates reconstruction of how interactants jointly construct interactional hierarchy in the time-space continuum of their own lived experience, preserving theoretical elegance and parsimony by resisting the tendency to invoke different layers of social reality. Taylor and Van Every (2000) also achieve this with their conversation-text cycle, as it alternately identifies features of the live-unfolding interaction (conversation) and features of material and pragmatic constraint (text) as

hierarchically overriding one another in their ongoing cycle of mutual reproduction. As the cycle rolls along the flatland, text and conversation thus constantly exchange the dominant hierarchical position. The three design issues typology does not adopt that metaphor, but it embraces the same ethnomethodological commitment to the level, frame-by-frame experience of human interaction. Interactants themselves create hierarchy argumentatively, in the same level continuum structuring the time and space of their practice.

Implications for the normative constitution of organizing

This study informs the normative dimension also of theories about the communicative constitution of organizing (CCO). It suggests that the three design issue types serve as the constitutive mechanism for the normative construction of process and organization. CCO happens because of the possibility and need to choose between courses of action that appear to practitioners as alternatives. The involved pragmatic reasoning and the institutionalization of interactional materials shape the practice through the unfolding of (potential) disagreements. In this respect, the disagreement-management account of CCO makes a unique contribution compared to McPhee and Zaug's (2009) more functionalist version, as well as to the Montreal School's more interpretivist version.

An implication in McPhee and Zaug's (2009) account of the four constitutive communication flows is that natively normative aspects are part of the constitutivity, but they do not develop this implication. For instance, one of the flows they propose involves the *organizational self-structuring* communications of an organization, which they contend to be deliberate and formal. They contrast the intentionality of such

communications with the Montreal School's claimed "natural tendency" (p. 35) of communication to produce organization: "organizations are the objects not merely of reflexive attention but of reflexive control and design" (p. 35). Although their critique of the 'natural tendency' in the Montreal School account has merit, McPhee and Zaug's opposing implication that organizational structure is shaped through direct managerial control and design slights the interpretive turn in organizational communication research (Putnam, 1983).

The Montreal School's textual normativity. The 'natural' components of human communication that Jim Taylor and his colleagues so elegantly expound are important interactional materials that both facilitate and resist institutional adaptation in the constitution of organizing. However, the 'natural tendency' of CCO in the Montreal School account does underplay instrumental efforts to shape communication and organizing into preferred or functional forms. Their account overemphasizes the deterministic influence of *a priori* language structures in pre-patterning social relationships and activity. What they appear to miss is that interactional materials also include nonlinguistic pragmatic devices, and how these as well as the linguistic devices can be adapted, deliberately or not, as tools for communication design.

A straightforward example from this study to support this critique is presented in Linda's utterance, "I wanna make the committee think they're deciding" [FN 28, 142-143]. The Associate Director of Purchasing voiced this strategy during an interview about the office supplies RFP, echoing how she had before talked about the desired roles of the RFP committee members during the planning meeting with her colleagues (Excerpt 7.4). An analysis of this utterance following Taylor and Van Every's (2010) empirical

extension of their work would likely focus on how its linguistic form effects a "shift from *inter*-active to *trans*-active: from one conversation, inside, to one that is linked to others, outside" (p. 103). They describe this shift as a function of organizational actors' use of pronouns: "'*They*' are not physically present in this arena of talk, … but in other imagined future encounters that are evoked textually" (p. 103). Indeed, they contend that this linguistic establishment of the 'transactive' constitutes the imagined time and space as well as its actors and their projected doings.

Taylor and Van Every's (2010) analysis of the pronouns specifies how language generates social units according to their theory of *coorientation* (2000). Applying this theory to Linda's utterance, her language use casts her and the RFP committee in a relationship with one another and with the shared object of their decision making for RFP evaluation. As such, it adapts the construction grammar of the basic A-B-X structure that Taylor and Van Every (2000) hold to be linguistically underlying all human relationships. The shift from interactive to transactive as established by the pronoun "they" enables imagining the specified components of this structure in a future time and place. But besides the mere proposition that there might be such a time and place, Linda's utterance is explicitly normative with regards to her wanting the committee to take on the specified attitude towards the decision-making task. Taylor and Van Every (2000) do account for such native normativity with the concept of *modality*, or the speaker's orientation towards the propositions and responsibilities as expressed in an utterance. They distinguish epistemic and deontic modality: "epistemic modality is about what is or was or will be, deontic modality about what should, or could, or may be, and who is responsible to see that it is" (p. 129).

The Montreal School analysis of Linda's utterance, then, ascribes the 'normative constitution' of the imagined future activity to the deontic modality of the way it adapts the A-B-X structure. Whereas the analysis elegantly reconstructs how linguistic utterances shape basic interactional materials into an organizational form, Taylor and Van Every (2000, 2010) only recognize this adaptation as an accomplishment of language, and not of the instrumental effort to meet a contextual goal. This is problematic because it underplays the notion that talk, and specifically disagreement management emerges to 'prepare and repair' interactional trouble of the ongoing practical activity (Jacobs & Jackson, 1989). The Montreal School account, then, lacks the same element that also the old institutionalism and the language-action approach lack: A notion of pragmatic rationality in strategic organizational instantiations of institution,[114] or the strategies for *why* institutional elements are being adapted into their emergent ways, shapes, and forms.

Pragmatically normative constitution of organizing. The intrinsically polemic character of supply chain contracting as observed in this study presented a good opportunity to see how institutional process becomes instantiated through disagreement management. Linda's utterance, "I wanna make the committee think they're deciding" [FN 28, 142-143] voices a strategy that is seminal to the communicative constitution of the contracting process. Moreover, it is a property not just of Linda's individual rationality, but more so of the systemic rationality of the designing system for Jansen contracting. That is what enables her pragmatic adaptation of modality, pronouns and construction grammar to the web of conversations spreading out in time and space.

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[114] Recall that Taylor and Van Every (2000) understand language as "the mother of all institutions, the universal support system of every domain of activity" (p. 27).

Situated reasoning about pragmatic design drives the constitution of the contracting process. The institutional point of local interactions is *to design the process of designing* the contracting conversation for action (CfA). This is only possible by shifting the interactional object of design between different communicative events, in the past, present, and future, and in the differing *locales* where these interactions may take place. The pragmatic dimension of disagreement management thus serves as the link that strategically patterns distributed activity—but that produces byproducts and process breakdowns as well. The normativity driving this CCO design resides in the generic argumentative interrelations between propositional, performative, and pragmatic design issue types that pattern the process's issue structures.

Central in this disagreement-management practice are activity types, which following Levinson (1967), pragmatically constrain the kinds of allowable contributions to the unfolding interaction. The available interactional material thus consists of more than the linguistic structures of the Montreal School account of CCO. As an example, reconsider the episode of the post-meeting exchange at the pre-proposal conference for the Campus Center RFP (Excerpt 6.7). When the Jansen engineer Greg looked over the vendors' pictures of their restaurant and expressed his appreciation of them, he produced a conditionally relevant and conversationally preferred response to their offer to see the pictures. His performance enabled RFP evaluators Derrick and Andrew to withhold a relevant response (e.g., a dispreferred declination of the offer) and withdraw from an encounter that was potentially incriminating relative to the institutional rules of fair and unbiased competitive bidding.

The pragmatic reasoning behind these actions was very implicit, and the involved material circumstances and nonverbal behaviors were significant to the normative frame of the activity type for how bidders and buyers are to interact at a pre-proposal conference. These are all key features that would elude an analysis based on the linguistic, non-normative theory by Taylor and Van Every (2000). The materiality and (nonverbal) actions at the episode formed the pragmatic instruments of disagreement management that enabled linking the variously involved and invoked interactional objects of design—particularly, (a) the potential evidence that the pictures could offer in support of propositional design claims about the desirability of the vendors' food concept; (b) the immediate interactional circumstance in which a conditionally relevant response had to be performed, whose performative design could potentially invite objections; (c) the live unfolding activity of the pre-proposal conference whose pragmatic design constrains informal/private exchanges between a vendor and a Jansen employee about the RFP or a proposal; and (d) the encompassing contracting process whose pragmatic design claims should warrant the support of its constituent activities and interactions for propositional design claims about the relative desirability of vendors' (pending) proposals.

A Montreal School analysis might have pointed to the deontic modality of Andrew's question, "can we accept pictures now?" for normativity, but this would overlook the numerous and complex normative implications of the nonlinguistic actions of the episode and all its implicitly invoked objects of design. The focus on activity types of the current disagreement-management perspective thus better incorporates interactional elements into the CCO account, which the Montreal School would relegate to the transient conversational form juxtaposing its transcending textual dimension.

Implications for the interactional design of institutions

Chapter 2 defined a communication-design view of institution as, *an activity type's 'rules of the game' as conceived and adapted through design interventions for shaping ongoing interaction into functional communication formats* (Table 2.1). It involves an adaptation of North's (1990) economic-institutional view that allows one to understand institution as 'activity.' The rules of the game—the institution—make organization possible in local instantiations. The definition also includes Drew and Heritage's (1992) pragmatic view that "particular institutions are enacted and lived through as accountable patterns of meaning, inference, and action" (p. 5). Levinson's (1979) concept of activity type then bundles these interactional patterns into one normative construct that can be enacted and understood in locally unfolding interactions, as well as across distributed events and practices. The findings of this study of contracting practice confirm these definitional aspects, and add the concepts of disagreement space and disagreement management to further conceptualize *how* institutions are constituted over time.

Disagreement space and disagreement management in communication design. The main contribution to CCO theorizing that the design stance toward communication makes through this study is that, although the immediate object of design is interaction and process, the work of communication design generates social structures and materials in the process of shaping the design object. The concepts of disagreement space and disagreement management capture this 'double designing' problematic (Schön & Rein, 1994) quite well. A disagreement space arises through the pragmatic commitments produced in the exchanged performances of speech acts, and this naturally generates the

need to keep track of and account for them. The commitments thus become objects or materials to be managed, but so do the interactional routines and techniques devised in the natural accounting game. A social structure gets drawn up that orders elements (roles, identities, relationships) in support of the interactional structure. All this could happen by way of a mind experiment for the sole purpose of sustaining the ongoing interaction, and maintaining the interaction order with its reflexive needs for facework and the distribution of natural interactional resources. However, it is also the case that interaction arises to coordinate purposeful activity (Jacobs & Jackson, 1983; Levinson, 1979), and this specifies how the games of accounting, facework, and speech exchange are to be played.

This design adaptation of unfolding interaction for 'extra-interactional' purposes introduces the need to manage the already ongoing management of commitments through 'natural' interactional routines and techniques. These natural materials of the interaction order (Goffman, 1983) thus become the design objects of orchestrated communication design work, and get institutionalized as procedures and instruments along the way. While the generative interest of design may be the shaping of a certain disagreement space with preferred commitments and zones of agreement (a 'shared reality'), interactional artifacts are built up and adopted to meet that goal, leaving a wake of social and technological materials. The roles, relationships, procedures, rules, instruments, conventions, stories, symbols, organizations, traditions, rituals, etcetera, that thus come into being are *institutional* because of how they were conceived to purposefully shape and regulate interaction. They may be recognized as part of 'an' *institution* because they are understood to contribute to the playing of the same (sort of) game. But the institution

as such is the ongoing adaptation of interaction, or the rules by which that game is played—rendering social elements such as organizations and organizational fields necessary byproducts of institutionalization.

Disagreement management is already a natural fact of communication design work given its implicit manifestations in the coordination of mutual commitments and in conversational techniques for avoiding interactional trouble (Jackson & Jacobs, 1980, 1981). However, the institutionalization of supply chain contracting specifically targets these natural disagreement-management routines to design the right kinds of disagreements that need to be had in order to play the right kind of game. Although this ethnomethodological notion of 'institution as activity' conceptually departs from the sociological notion of 'institution as field,' the disagreement-management perspective draws insights from both. The 'institution as field' and its legitimacy standards get defined, monitored, and enforced by the socially recognized and self-identifying field of organizational actors, stakeholders, associations, and other players of the institutional game. And the 'institution as activity' incorporates that field by defining its social constituents relative to how they contribute to the construction of specialized forms of disagreement management.

In this rendition of the design stance toward communication, the notions of disagreement space and disagreement management are centralized as the processural objects of design (cf. Aakhus, 2013), but also as the generative dynamic for the rational constitution of organizing and institutionalization. Its validity and utility conceivably extend to other institutional practices, also to ones in which the notion and potential of disagreement is not as explicitly central as it is in procurement contracting; the need to

prepare for and repair interactional trouble is naturally embedded in the general domain of discourse.

Implications for institutional adaptations of argumentation theory

The rules of Jansen University's contracting game are adaptations of the routines of everyday argument, as the Purchasing Director also implied when describing the aim to organize the process through targeted disagreements. As much as this adaptation is a practical analytical endeavor for the participants of this study, it also required a theorizing exercise of the analyst, drawing from pragmatic approaches to argumentation (Van Eemeren & Grootendorst, 2004; Jackson & Jacobs, 1980, 1981; Jacobs & Jackson, 1989, 1992). The contracting process's institutional adaptations of everyday argument include most generally, (a) multiple discussion partners beyond the dyadic, conversational scenario; (b) more, and more complex discussant commitments; and (c) textualization of interactions for the recording of complex commitment sets and their transcendence through space and time. Besides the findings that are relevant to the disagreement-management view of contracting, these analytical adaptations have general implications for the theories of argument from which the institutional ground rules were derived.

Jackson and Jacobs (1980, 1981) already view argument as a functional adaptation of more general rules for communication (e.g., turn-taking), rendering argument an interactional institution that is open for further institutional specification. However, the fact that they adopt the dyadic scenario with only two speakers appears to be a function of the theory of communication on which they base their adaptation (CA's turn-taking system; Sacks, Schegloff, & Jefferson, 1974), and possibly also of communication theories in general that have traditionally been focused in their core on a

sender and a receiver, a speaker and a hearer, etcetera. In emphasizing the collaborative nature of conversational argument, Jacobs and Jackson (1992, 2006; Jackson & Jacobs, 1981) explicitly make the case that argument expansions are achievements of two interlocutors. The related but more normative pragma-dialectical approach to argumentation likewise systematically identifies a protagonist and an antagonist in its analyses of argumentative discussions (Van Eemeren & Grootendorst, 2004), following a tradition of dyadic argumentation models that can be traced back to the ancient origins of rhetoric and dialectic (Van Eemeren, Grootendorst, & Snoeck-Henkemans, 1996).

The problem of the dyadic conversation paradigm. Are these theories right in assuming as their paradigm the argumentative situation of two interlocutors arguing face-to-face? Judging from the divorce-mediation settings that constitute much of Jacobs and Jackson's corpus of data on arguments, this is not an obvious assumption to make. Dialectical approaches take this theoretical constraint even further by modeling an argumentative discussion through explicit ascriptions of opposing standpoints and arguments to the two interlocutors of the ideal situation (Van Eemeren et al., 1996). And if that second discussant is not actually there, the dialectician will theoretically impute that role into the discussion in the guise of a philosophically derived 'critical judge' of the protagonist's argumentative monologue (Van Eemeren & Grootendorst, 2004).

What might be the consequences for analysis and further theory building, of rudimentarily constraining the (possible) presence of other discussion participants in the past, present, or in an imagined future? In this study, analytical adaptation to the multiparty argument of the contracting process involved seeing the disagreement as a collective construction of the designing system. Although the concept of disagreement

space also originates in a dyadic approach to argument (Jackson & Jacobs, 1980; Jackson, 1992), it can be easily adapted to multiparty settings (Aakhus, 2013). The dialectical concept of critically testing expressed and implied standpoints is still important (cf. Van Eemeren & Grootendorst, 2004), but this need not be restricted to a situation with a privileged protagonist and an (imaginary) antagonist. All participants to an institutionalized argument share a collective responsibility for not just their own but also each other's contributions to the disagreement space.[115] The problem is then that the idealized context of a two-party conversation places the analytical focus on claims, commitments, and rebuttals as properties of *personalized* utterances instead.

As for the more pronounced textual aspect of the contracting institution, this study's pragmatic approaches to argumentation do provide basic tools for its analytic incorporation. For instance, Jacobs and Aakhus (2002) recognize the native models for rational discussion that are tacit in the discursive interventions of professional mediators. They so draw attention to the material/pragmatic features of the discussion that tailor argument relative to higher-order goals. Likewise, the pragma-dialectical starting points of a critical discussion include shared 'substantive' and 'procedural' commitments in the "zone of agreement" (Van Eemeren & Grootendorst, 2004, p. 60), which, as the yet uncontested part of the disagreement space, cover the complex commitment sets of institutionalized argument. This makes it possible to see how the clauses of a contract or an organizational policy serve a similar function as the rules and propositions that make out a disagreement space: they are silently assumed to be in effect until called out as

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[115] This insight parallels that of Hutchins's (1995) *distributed cognition* in organizational communication, which is understood as a type of tacit knowledge that gets produced and reproduced in concerted action by the collective, and which no individual actor can possess fully.

objectionable (as in the early termination of UTM's travel management contract) or violated (as in the campus bus law suit).

However, it is this theoretically provided-for textual dimension of contracting that also enables, in practice, the extension of commitments and disagreements over time, distributed across multiple conversations with a multitude of changing participants. And that is the institutional specification that meets the most constraint in argumentation theory. Proponents of the pragma-dialectical approach make rather contrived adjustments to their analyses of multi-party discussion in order to preserve the dyadic core of their theory. With the following defense Agnès van Rees (2003) gives a striking example:

> [P]ragmadialecticians recognize fully well that, in actual discussions, different participants may propound different standpoints that do not stand in a relation of direct opposition to each other. However, in order to be in a better position to evaluate how each of these standpoints fares, *in the analysis* the discussion of these standpoints is viewed as a number of subdiscussions between protagonists and antagonist [*sic*] with regard to each standpoint. (p. 461-462)

This attempt to analyze a group discussion *as if* it were a group of one-on-one discussions flags the disciplinary predilection to regard 'special' forms of communication as somehow an adaptation of the 'pure' form of dyadic, face-to-face conversation.[116] Such theoretical constraint complicates adaptation of the interactional ground rules of the game to the multiparty stakes and commitments of a practical activity. This is problematic because it is the practical activity that gives rise to actual argumentation (Jacobs & Jackson, 1989).

Noninstitutionalized interaction? The interactional-institutional approach of this dissertation moves towards a possible solution of these theoretical problems by positing

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[116] This tendency has also been critiqued in the field of computer-mediated communication (Baym, 2006; Schudson, 1978).

that there exists no such thing as 'noninstitutionalized interaction.' Every form of interaction is already institutionalized to some degree, otherwise they could not be recognized as a 'form.' This is more than a definitional issue: everyday interactional routines function as institutions given their widely acknowledged functionality in solving commonly encountered problems in social interaction (e.g., formatting a request politely; Brown & Levinson, 1987). The institutional adaptation of such interactional routines for contracting or another practical activity should thus be seen as a further extension of the everyday institutionalization in which interactants are already engaged.[117]

The overall implication for argumentation theory is that it could be more sensitive to the ground rules of the game as derived from (and 'naturally' institutionalized in) the interaction order, and to acknowledge that these rules are not specified to dyadic, unmediated situations. To do this, argumentation must be treated as a joint accomplishment of communication design (cf. Aakhus, 2007a; Aakhus & Jackson, 2005). Rittel and Webber (1973) do this by seeing argument as a practice for dealing with *wicked problems* in social policy. The pragmatic approaches to argumentation adapted in this dissertation could be developed into new directions to avoid the dyadic speaker-hearer distinction. This dissertation does that through a reinterpretation of Goffman's (1967/2005) concern for interactants' *public* displays of behavior. Seeing uses of argument as primarily public and thus a shared accomplishment serves this dissertation's interest in demands for effectiveness and legitimacy of a practice. Continuing this development in other areas of institutional argument could lead to specifications of the

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[117] Note that this interpretation also questions the widespread convention in the field of *language and social interaction* (including this dissertation) to use the term 'ordinary conversation' to refer to the everyday conversational exchanges that CA's turn-taking system targets as the conversational paradigm. This is another disciplinary constraint that will require new theory building.

three design issues typology for the disagreement-management activities of other institutional practices.

Limitations: Testing for Accuracy, Precision, Breadth, and Utility

The findings and implications of this study are as credible as its lines of methodological argument are sound (cf. Jackson, 1986; 1989). Although reliability and validity are the traditional criteria of methodological rigor for social scientific research, the standardized questions that they evoke may not be relevant for every study. Indeed, these criteria have been designed in context of the more dominant tradition of quantitative methods for social research, which renders them ill-adapted for a test of the current qualitative study's methodological soundness. As alternatives, Becker (2001) formulates the following methodological standards for qualitative social research: *accuracy*, whether claims are based on close observations (of the research participant's point of view) as opposed to remote indicators; *precision*, whether descriptions of the phenomenon are close to its nature, in the sense that originally unanticipated matters are also taken up in the analysis; and *breadth*, whether the question under study is being investigated in terms of a wide range of issues that may somehow be related. A fourth standard can be added here that is of special significance to practical theory in general, and to communication-design research in particular: the *utility* of the study's findings for its target practice.

All four standards have been implicitly or explicitly argued throughout this dissertation; they are acknowledged as important sources of possible objections against the claims of this study. The methods chapter and the four analytical chapters argue for the accuracy of claims by outlining the closeness of observations through the diversely

applied ethnographic and ethnomethodological methods. Precision appears from the wide range of matters that are taken up throughout the analyses; the analytical chapters were written with the deliberate intention to preserve the rich complexity and sometimes the contradictions of Jansen contracting. The criterion of breadth is arguably contingent on the diversity of perspectives included in the study's sample of voices or cases. This study pursued such diversity through the contrastive sampling of the six contracting cases, each of which had distinguishing characteristics and thus provided a different view of the contracting process. However, breadth could possibly have been ensured more in this study's methodology.

This study's sampling of research participants/informants may have limited the diversity of voices in ways that could question the ultimate theoretical claims of this dissertation. The fieldwork started out with a managerial bias caused by the point of entry through the Director of Jansen's Purchasing Department. Although the researcher managed to establish sufficient rapport with most members of the Department, including its lower-ranking assistants, the researcher's presence in the field would always be understood in relation to the Purchasing Director who had invited him. This managerial bias is also reflected in the sample of in-depth interviews, the majority of which were conducted with members of the Department's managing staff (the Purchasing Director Chris, the Associate Directors Derrick and Linda, and Green Purchasing Manager Lena).

Perhaps this managerial bias was necessary for this study, given the concerted interest in communication-design rationales; these are simply more explicitly elaborated by those who are most concerned with the development and justification of such rationales. The researcher did include voices of lower-ranking staff members through

interviews with Buyers (Junior and Senior) and Administrative/Purchasing Assistants, as well as through observations of and recording of meetings in which these staff members would participate. Typically, however, the voices of those overseeing contracting projects would speak the loudest among all of those participating. This power dynamic became part of the observations of many meetings among practitioners with mixed ranks. It is in such episodes that the voices of non-managerial members of the practice were represented in this study. The pre-proposal conference of the Campus Center RFP, the RFP planning meetings of the office supplies RFP, and the early meetings of the travel RFP (with Carina and Debbie's pragmatic design impasse) all show how lower-ranked practitioners engage in communication design work. These observations and others like it provide a counterbalance for the managerial bias that is otherwise most noticeable in the in-depth interviews.

The breadth of perspectives in this study was further limited by the fact that most voices that informed the empirical observations came from within the Jansen Purchasing Department. Actors from outside the Department were not always as willing to participate in the study upon the researcher's request, and this may have resulted in a one-sided view of the contracting process, predominantly defined by a professional procurement point of view. Besides the participation of non-Purchasing actors in observed/recorded meetings, the researcher did include the interview voices of two relative outsiders: The account representative of Bureau Supplies was interviewed about the office supplies RFP, and Jansen's Director of Transportation was interviewed about the bike share RFP. However, these interviews turned to be mostly useful for the confirmation of facts about events as they were observed/reported through other means;

they did not provide any information that altered the major insights regarding the two involved contracting cases, and so these voices appear to be of limited significance.

Regardless of how credibly its central claims can be supported, the most decisive test of any practical theory is that of utility. This criterion is especially important for the design stance toward communication, for its commitment to practice and augmentation of practice (Aakhus & Jackson, 2005). As argued in the previous section, the worth of this study's findings should appear from its contribution to the metadiscourse of supply chain contracting. A fleeting comparison with the discourse of SCM literature as discussed in this dissertation points out that it has dramatically enriched the understanding of contracting communication with empirical complexity and theoretical insight. Whether this improved metadiscourse could actually support the practical augmentation of contracting practice remains a question to be investigated through future research (see below).

As a final note regarding limitations: in addition to the four standards of methodological soundness of qualitative, practice-oriented research discussed here, the standard of representation is significant for the final reports of qualitative studies. As such, Richardson (1994) laments the poor quality of representational writing in qualitative research, complaining that much of it is "self-absorbed" and "boring" (p. 517). As with the studies that he critiques, the current study almost exclusively relied on the verbal representation of data, and this may indeed have made it a tedious one to read. This limitation will be of particular interest when pursuing a true test of its utility and communicating the study's findings with its participants. The metadiscourse will have to be rewritten in a more accessible style before it can be embraced by contracting

practitioners. As for this dissertation, however, the elaborate analyses of contracting cases and episodes were written up in ways that were hopefully sufficiently lucid for the reader to be encouraged to continue reading. Wherever this was not the case however, perhaps the dramas of the contracting actors' disagreement management efforts provided the reader with ample fascination.

Directions for future work. This study has laid the groundwork for much research to come, and has created the potential for the augmentation of contracting practices. The most obvious direction for future research into contracting practices is that it should focus on the development and exchange of design claims about the practice. Given the observed structuring effects of the three design issue types of this study's practice, future studies could more directly focus on identifying such issues and investigating how they constitute the practice. Such a focus could effectively help trace the 'trouble' of a practice, and provide pointers for how to better deal with it. Note that given such a focus on the three design issue types, a future study's methodology could be much more streamlined than that of the current study. Not as much exploratory work would need to be done anymore through open-ended ethnographic observations and interviews, as these can be planned and carried out in direct relation to questions about design issues and claims.

Given this dissertation's fundamental findings about the disagreement management of contracting, a future study could explore the theory related to the three design issues typology more in relation to the literature of SCM. The theoretical ties with this field are relatively underdeveloped in this dissertation, and a more thorough exploration of them could better inform further empirical work and guide possible

interventions in a contracting practice. Such a more integrated analytical perspective on the dominant issues, claims, and controversies of the disagreement management of supply chain contracting would thus facilitate more targeted practice augmentation. Next follows an initial exploration of what such augmentation could involve, based on the findings of the current study.

Practical Implications and Recommendations

As a variant of practical theory (Barge & Craig, 2009), this study aims to contribute to the augmentation of its target practice. Its central contributions as such are of the *practical metadiscourse* kind (Craig, 1999), in their potential to generate and improve professional reflective discourse about the practice of public procurement contracting. Research questions 3a and 3b specifically address this practical, evaluative dimension of the dissertation:[118]

Research question 3a: *How effective is Jansen University's contracting process in meeting the interactional and institutional demands of supply chain management?*

Research question 3b: *How could Jansen University's contracting process be redesigned to render it more sensitive to the interactional dimension of supply chain management?*

Although both questions are formulated specifically for Jansen University's contracting process, in addressing them this study has generated a metadiscourse that is conceivably pertinent too, to the wider institution of contracting for public procurement. The assumption underlying this theoretical generalization is of course that the interactional and institutional dimensions of Jansen's procurement practice are

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[118] See Table 3.1 in Chapter 3 for the empirical research questions of this study.

characteristic for those of SCM in public contexts elsewhere. However, also for the Jansen Purchasing Department in particular, this dissertation has practical implications primarily in metadiscursive terms.

Evaluating the practical theory of contracting communication

What the design issues typology and the breakdowns say. RQ 3a can be answered tentatively based on the three design issues typology that was derived from observations of Jansen's own contracting practice, and on the related identification of process breakdowns. On one hand, the derivation of the design issues typology from the discourse and practice of everyday contracting activity at Jansen suggests that the contracting process is—at least to some extent—conceptually sound when evaluated for its communication-design rationality. On the other hand, the identification of process breakdowns based on this same design issues typology indicates that the process does not always follow its own communication-design-rational standards—especially given the *design flaws* that were distinguished in the theoretical implications above. Arguments can be made for both sides.

A degree of Jansen contracting's 'communication-design soundness' can be inferred from the three design issues typology for several reasons. First, the typology distinctly links interactional and institutional elements of the practice with the argumentatively normative relations between a contracting action's proposition, its interactional performance, and its pragmatic preconditions and activity context. The fact that the native significance of these critical metadiscursive reflections could be derived from the practitioners' everyday discourse suggests their systemic awareness of the need for a communication-design rationality in contracting. Second, the typology was

identified consistently across multiple cases of contracting, also in those cases where the metadiscourse was only tacitly present. For instance, this was the case in the Campus Center RFP, with the carefully orchestrated declination of the vendors' offer to look at pictures of their restaurant (Excerpt 5.7, and revisited in Chapter 6). Third, the typology loosely resembles the principles of the Toulmin model of argumentation, which is widely recognized for its general utility in reconstructing argumentative reasoning.

However, even if the analytical derivation of the three design issues typology attests for the communication-design rationality of Jansen contracting, breakdowns occurred in the management of contracting disagreements according to that very typology. Some breakdowns served to detect and repair (potential) problems in the ongoing contracting process, as Table 8.1 indicates. In the cases of these autocorrections, the temporary complications in advancing towards the resolution of standing propositional design issues focused the disagreement expansions on exactly these complications, so that these could be resolved and the standing issues addressed. The design flaws, however, point to serious problems in keeping a sound balance between the contracting process's institutionally constrained problem-solving validity, and its organizationally or locally constrained intersubjective validity. These breakdown cases suggest that the systemic rationality of Jansen contracting is at times too rigid to allow pragmatic adaptations for locally preferred procedures (e.g., the pragmatic design error of the office supplies RFP). And in cases that the designing system does permit them, those pragmatic adaptations risk receiving insufficient institutional ratification to ensure their formal legitimacy (e.g., the pragmatic design error of the campus bus RFP).

The discussions of the breakdown cases facilitated further conceptualization of this underlying tension between legitimacy and effectiveness, which appears as defining for Jansen's contracting process. The detailed interactional analyses of the breakdowns, and their conceptual grounding in the three design issues typology resulted in a thorough understanding of how they came to be and how they may typify other breakdowns of the same process, and of similar processes elsewhere. These insights contribute to the metadiscursive recommendations formulated next for Jansen Purchasing and for public SCM in general. They support the utility of the three design issues typology as an instrument for the diagnosis of a designing system for public procurement contracting. It could be used to evaluate cases of a given contracting process more systematically, including more cases than the six of this study, in order to ensure stronger quantitative generalizability to the designing system as a whole. Such use of the instrument could support a more definitive judgment of a given practice's 'communication-design soundness' (RQ 3a), and the associated formulation of more concrete recommendations for the re-design of that practice (RQ 3b).

Augmenting the metadiscourse of SCM contracting. Central to this dissertation's reconceptualization of contracting for supply chain management is the process's "'repair and prepare' mechanism" (Jacobs & Jackson, 1989, p. 158) for dealing with institutionally specified occurrences of 'interactional trouble' (Jackson & Jacobs, 1980). Its potential augmentation of SCM metadiscourse should be apparent from the contrast with Goldberg's (1977) conceptualization, that "[c]ompetitive bidding is seen to be a heterogeneous class of devices for transmitting information between organizations" (p. 250). Chapter 2 presented this quote by Goldberg as an example of the information-

transmission assumptions about communication in SCM literature. In the same vein, a renowned textbook for MBA students in SCM emphasizes the crucial need for open information sharing among supply chain parties, to 'globally optimize' the supply chain (Simchi-Levi et al., 2008). Transparency is indeed an important value for business communication, which is increasingly called for too, in media and politics. However, an emphasis on information transparency to reduce uncertainty in contracting can backfire if it remains the most centrally emphasized feature of supply chain communication.

The professional and conceptual concern with supply chain communication as a means for reducing uncertainty and increasing transparency indicates that contracting is not understood as a practice that is *interactional* in its constitution. It frustrates contracting practitioners' agencies in pragmatically adapting a supply chain's designs for communication to local circumstances. The innovative shaping of contracting activity actually *depends* on a degree of uncertainty about which course of action is to be preferred. The pragmatic design controversy of the bike share RFP evaluation meeting stands as a paradigmatic example of this (Excerpt 7.22): The RFP committee members were led into a creative struggle over which activity type to instantiate—'going by the numbers,' which would mostly satisfy institutional legitimacy, or 'voting,' which would mostly satisfy organizational effectiveness. The drawbacks that each course of action represented created the uncertainty about how to design their ongoing meeting interaction. But this inspired a meta-discussion that would eventually lead a pragmatic way out of the controversy with the improvised adaptation of the one novel activity type that would both solve the problem and find the approval of all co-designers.

Weick (1989) emphasizes this need for improvisation in organizing, as he reflects

back on his original theory (1979, originally published in 1969). Citing himself, he

(1989) qualifies the role of textual 'maps' in organizing, seeing them mostly as the

necessary constraints for improvisation to take place:

> "The map animates managers, and the fact of animation, not the map itself is
> what imposes order on the situation.
> Thus, trappings of rationality such as strategic plans are important largely as
> binding mechanisms. They hold events together long enough and tight enough in
> people's heads so that they do something in the belief that their action will be
> influential. The importance of presumptions, expectations, justifications, and
> commitments is that they span the breaks in a loosely coupled system and encourage
> confident interactions that tighten settings. The conditions of order and tightness in
> organizations exist as much in the mind as they do in the field of action" (Weick,
> 1985, pp. 127-128). (p. 244, emphasis removed)

What Weick says here about 'maps' and 'trappings of rationality' is also true for

the institutional artifacts of Jansen contracting. They should serve to only temporarily

bind contracting interactions through a provisional specification of "presumptions,

expectations, justifications, and commitments." Using trappings of rationality to fix these

interactional materials more permanently would only result in a tightening of Weber's

'iron cage' of bureaucracy. Yet, that is exactly what is at risk when contracting

practitioners are instructed to be most concerned with transparency of information in their

communicative actions. So, instead of trying to specify all possible contingencies of an

RFP process or a supply relationship in advance with formal procedural or contractual

terms (producing endless lists of bylaws), a contracting process should be organized

around the need to interactionally manage local disagreements.

Formalized action formats should be practically understood to be open for

improvisation, following Weick's (1989) reflection on enactment. Such an understanding

is conditional for adequate design-pragmatic adaptation to ensure organizational

effectiveness without being too much constrained by institutional legitimacy. The most concrete recommendation for the re-design of Jansen contracting can as such be derived from the design flaw of the pragmatic design error of the campus bus RFP. As discussed in the previous section, the adaptation of the RFP formulation activity to include joint collaboration with the RFP's candidate bidders appeared to result in a more acceptable alternative to the institutionally specified default activity. However, this pragmatic adaptation led to the lawsuit precisely because it deviated from the formal activity type that permits no alterations to the RFP criteria once the RFP document has been distributed. It is possible that the mutually beneficial negotiation of RFP/contract terms would have been accepted in this case if Jansen's Purchasing staff had carefully documented how that pragmatic adaptation had come about. This would have observed both the intersubjective validity and the problem-solving validity of the procedure, given the legitimizing evidence of consensual activity re-design.

As long as flexible adaptations as the one suggested here—and as exemplified in the pragmatic design controversy of the bike share RFP evaluation meeting—are restricted by the designing system, the pragmatic aspect of communication-design rationality will be constrained too much by its systemic rationality. This requires refocusing the design attention from text to conversation in the practical theory of contracting communication. However, this intervention might be thwarted in more general assumptions of what kind of 'game' the institution of supply chain contracting is or should be.

The recommendation for contracting systems to balance institutional problem-solving validity and local/organizational intersubjective validity is parallel to calls in

SCM literature for how to create a supply chain that is both *resilient* and *agile*. Such calls are characteristically accompanied with a call for more collaboration and information transparency among supply chain parties (e.g., Christopher & Peck, 2004). The problem with this tendency is its underlying assumptions about the role of communication in contracting. If the 'game' of SCM remains to be understood in terms of 'game theory,' with adversarial parties motivated largely by drives for maximum individual gain, then the focus on the competitive value of information and the moralizing calls for information transparency and increased collaboration will continue to limit the professional understanding of contracting communication. If, on the other hand, the game metaphor will be opened up to mean institutional activity types more generally (Levinson, 1979; North, 1990), then the more design-rational functions of communication will stand a better chance to be acknowledged and realized in practice.

Practical recommendations for Jansen University's Purchasing Department. In order to adequately address RQ 3b and give practical recommendations for the re-design of Jansen University's contracting process, the communication-design rationality as developed in this study has to be combined with specifically observed problems. A general goal is to help purchasing professionals and their practice become more design-oriented. The analyses in this dissertation point out that Jansen's purchasing practice already is focused on the interactional design and management of disagreement, but such a design focus could be fostered even more. The breakdown cases of Chapter 7 show where some bottlenecks exist in Jansen Purchasing's current practice. As also the actual 'design flaws' revisited in this concluding chapter point out, the central challenge of an RFP project is to maintain a balance between its procedures' formal problem-solving

validity, and its more informal intersubjective validity. This abstract goal might be achieved through the following concrete guidelines.

Jansen's Associate Director of Purchasing, Linda Delgado once instructed her colleagues in the travel RFP to treat the agreed RFP timeline as a "living document" (Excerpt 7.5). The same understanding should apply to written RFP rules and procedures in general, in order to render the purchasing process more flexible and to increase its intersubjective validity in situations that institutional legitimacy standards become overly restrictive. So, purchasing professionals working on an RFP should at all times ask themselves the general question: *How can RFP activities be carried out so that they are both legitimate and effective?* This question acknowledges that (a) RFPs consist out of activities, and (b) although formal rules and procedures should be taken into account for institutional legitimacy, they need to be applied/adopted in a way that also ensures the organizational effectiveness of the circumstantial activities.

In order to foster a design orientation among purchasing professionals, the pragmatic design issues of their interactions will need to become more explicit. It is this type of design issue that most fundamentally defines the disagreement management of purchasing. They can be highlighted in key texts of the purchasing practice, such as RFP documents, policy statements, and the departmental webpage. Practitioners could define these themselves in terms of 'interactional focus points of purchasing,' and formulate them as questions as well as assertions. Possible questions that could be formulated are (numbered here only for reference):

1. How do an RFP's activities contribute to fostering collective goodwill among committee members and in the wider organizational community?

2. Which sources of knowledge and expertise should be consulted relative to an RFP's questions and activities, and how?

3. What are the possible and preferred modes of decision making for bid evaluation?

4. What counts as acceptable evidence of equitable RFP formulation/bid evaluation?

5. Should this RFP invite input from bidders in an open negotiation of RFP requirements?

6. Should this RFP allow for tentative/provisional negotiation of a contract with more than one bidder at once?

Even more important than the specific examples listed here, is to acknowledge such questions as standing concerns that need not necessarily get resolved definitively for all RFP projects, or even for one specific RFP, for the entire duration of its course. The point is that active discussion of these interactional focus points should be allowed and sometimes encouraged to promote design flexibility in how RFP procedures are carried out. So, the first focus point on this list should help remind purchasing practitioners that their activities will always affect how much end-user support emerging supply contracts and relations will receive once established. Because this concern may appear only secondary to other purposes (e.g., evaluating bids for their technical RFP compliance), asking this question should help observe the intersubjective validity of the evaluation procedure and outcome. This could be easily overlooked if an RFP manager were simply to aggregate RFP committee members' anonymous numerical evaluations of received

bids, thus disregarding potential disagreements in the committee and the wider organizational community.[119]

The second question on the list above, regarding the sources of knowledge and expertise that need to be consulted for an RFP, is one of which RFP managers should remain aware, even in the advanced stages of an RFP project. Members of an RFP committee are selected based on their individual expertise regarding the commodity in question. However, the performative design error of the travel RFP illustrated that it may become difficult to continue observing this original design rationale once the committee members convene and get caught up in their interpersonal relationships.[120] Similarly, the same RFP's earlier pragmatic design impasse showed Carina and Debbie not knowing how to plan further RFP activities because they would not consult the expertise of their senior colleague Neima. Also here, social relations got in the way of conducting effective communication design work,[121] but this could have been repaired if the interactional focus point about expertise had been explicitly raised as part of the disagreement management.

Questions 3 and 4 may appear redundant, as decision-making procedures and acceptable evidence types for bid evaluations are typical features of the practice that are subject to strict institutional demands: they are monitored by State auditors, competing bidders, and local newspapers. But this heightened focus on institutional legitimacy

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[119] A good example of how to care for an RFP's 'designing coalition' while also conducting an institutionally legitimate proposal evaluation can be found in Excerpt 6.7, in which Linda explains how she actively avoided the use of a 'majority-rule' approach to decision making in the office supplies RFP, because she did not want any committee member to feel excluded.

[120] See Excerpts 7.6 and 7.7 and the associated analyses: Edward the statistician attempted to contribute his expertise to the issue of gathering and analyzing survey data for the RFP, but Linda and her Purchasing colleagues would not take his contributions seriously (e.g., Excerpt 7.8).

[121] Carina told the researcher that she did not want to ask her colleague Neima for assistance, because, as she said, "I don't want to step on her toes" [FN 5, 60].

actually resulted in much pragmatic design disagreement and discussion in the RFPs observed in this study. Although institutional decision-making techniques are clearly known and available to Jansen's purchasing actors, debate would typically arise about how they should be employed and how they might serve the University's procurement goals. The pragmatic design controversy of the bike share RFP evaluation meeting points out that such debate could actually improve the balance of problem-solving and intersubjective validity. Moreover, such meta-discussion could help avoid uncertainty about what should be produced as evidence in cases of bid protests. There are no unequivocal prescriptions of decision-making procedures and evidence types in the form of formal rules that can be followed every time. Therefore, deciding about them should be a regular activity as part of the bid evaluations of every RFP.

Questions 5 and 6 are directly related to the pragmatic design errors of the campus bus RFP and the office supplies RFP, respectively. In the former design flaw, the ongoing competitive bidding activity was improvisationally adapted to allow bidders to negotiate the terms of the RFP after it had officially been issued. This design adaptation occurred in response to the unfolding disagreement expansions at the time, with the apparent consensus of the only two bidders and Jansen Purchasing. Moreover, Fria (2005) actually recommends this professional practice of "the negotiated 'team' approach" (p. 8) towards RFP formulation, which he argues leads to a stronger supply partnership. However, the circumstantial adaptation was against the University's formal rules for competitive bidding, which gave the losing bidder a strong argument in its bid protest and ensuing lawsuit against the University. Jansen University is therefore advised to reconsider its formal policy for competitive bidding, and to allow for variation between RFPs, as to

whether their terms and requirements may be subject to negotiation with bidders or not.[122]

Finally, question 6 is inspired by the problematic meeting that Associate Director Linda Delgado had with Casey Clay, the VP of the rejected office supplies vendor Paper Joe. The meeting stranded in a creative struggle between the two, in which Linda tried to 'cool Casey out' about the bid rejection, and Casey tried to enter into contract negotiation with Linda by offering a half million dollars in signing bonus. But this might have been avoided if Linda had not had the need to keep her contract negotiations with the winning bidder a secret to Casey. If she had either informed him of the bid rejection earlier on, or given him a chance to negotiate his bid as a runner-up in the bid competition, the deep disagreement about activity types could have been avoided, along with all the personal grief and the questionable bonus money offer. So here again, the recommendation is to decide per individual RFP how many bidders will be included in the contract negotiations, which requires meta-discussion about the merits of different possible activity types given the local circumstances.

Possible difficulties in adopting these practical recommendations. The above recommendations for Jansen Purchasing have the general goal of rendering the purchasing process more resilient. That is, they are aimed simultaneously at making the formal rules and procedures of purchasing more flexible and installing new rules that should have enduring effects in making the purchasing process stronger through policy intervention. The focus on communication design and disagreement management is new

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[122] The pragmatic design issue number 4, about the type of acceptable evidence for bid evaluation, also applies to the case of the campus bus RFP lawsuit: had Jansen Purchasing documented the joint activity adaptation with the bidders with the aim to gather evidence for procedural fairness, they might have been able to avoid the lawsuit.

as such, and may introduce some unorthodoxy in the institutional context of supply chain management.

For example, some common features of organizational communication that are typically regarded as dispreferred, will now have to be embraced and even strategically employed for disagreement-management purposes.[123] During formal meetings, for example, meta-discussion about how to conduct the activities on the agenda (e.g., proposal evaluation) can be perceived as cumbersome because it lengthens the meeting time. However, such meta-discussion may result in a more preferred activity format than the one that was to be followed at first (as in the proposal evaluation meeting of the bike share RFP). Similarly, practitioners will need to accept retrospective rationalization as an interactional fact of human decision making. Even if it goes against native models, this fact cannot be eradicated completely, but instead could be employed to build strategic flexibility into organizational procedures.

Allowing open discussion regarding foundational rules of the game is of course controversial: if certain rules were formulated to ensure legitimacy and fairness, then would deliberate situational adaptation of such rules not result in illegitimate and unfair activities? The answer is of course, yes, it might. But the instruction to adapt rules and procedures for local considerations of legitimacy and effectiveness is based in the empirical reality and rationality of communication design work. Procedures, policies, and technologies cannot be followed in any other way than through interactional adaptation. To plan and conduct a policy intervention in line with existing strategic adaptations in the

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[123] Schwartzman's (1989) descriptive view of 'the meeting' underscores this recommendation.

context of institutional disagreement management is to embrace the rules of the game and to participate in the ongoing activities that define the game.

Proposing to 'bend' formal institutional rules will likely invite resistance and opposition from other institutional members. Potential trouble can be avoided, however, if included in such a proposal is the open question of what will render an organizational activity both institutionally legitimate *and* organizationally effective. As such, the usual normative standards and demands of a practice will not simply be dismissed, but rather included in the disagreement expansions and weighted against the normative concerns that arise locally.

One concrete objection that this study's participants are likely to voice against a more pronounced strategic design attitude towards their purchasing procedures, is that it would elicit more bid protests from rejected bidders (possible deviations from the formal rules would give rejected bidders strong arguments in protesting the Department's procurement decisions). While this may be true, purchasing practitioners need not actually be afraid of bid protests, given their positive argumentative function. Numerous expressions of apprehension about a possible bid protest were voiced by various study participants, typically accompanied by the expressed effort to avoid them. Instead, the bid protest procedure should be used more strategically as an integral tool of the University's disagreement management strategy. It should actually be made easier for buyers to employ this tool even before a rejected bidder makes use of it: it could help to systematically document evidence of process legitimacy that may be required in a bid

protest and PATA request.[124] Additionally, the procedure should have a low threshold for

rejected bidders. They should clearly be instructed that bid protests should address the

procedural/interactional elements of the bid evaluations: that the protest procedure should

focus not on which proposal is better, but on how it was decided that the winning bid is

better. This would show the openness that the PATA act prescribes, and encourage active

discussion about the norms of purchasing, and the rules of the SCM game.

Inter-organizational learning and supply chain sustainability. When

implemented, the above guidelines for fostering a design attitude among the members of

the Purchasing Department could have positive effects for both Jansen University, and

for the collective supply chain practices connecting the organization with the larger inter-

organizational network. First, the proposed explicit meta-discussions would help Jansen

Purchasing achieve its strategic goals through the circumstantial adaptations of

purchasing procedures. Second, involving in these meta-discussions other stakeholders of

the University's practice will reinforce inter-organizational learning through enhanced

normative-reflective meta-discourse.

As a *practical metadiscourse* kind (Craig, 1999), a design attitude could thus

directly and lastingly improve a practice. When institutional actors across collaborating

organizations actively engage in the pragmatic design disagreements of their work, the

creation and sharing of expert knowledge expands beyond Schön's (1983) *reflective*

practitioner to the reflective organization and the reflective practice. Practitioners should

thus spell out the interactional focus points of their practice in terms of questions and

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[124] A PATA request is a request for specific information based on the state's Public Affairs
Transparency Act.

claims about the fundamental sources of support for their interactions.[125] This

recommendation applies for the supply chain practitioners at Jansen University and its

stakeholders, but could essentially benefit any institutional practice given that it will

necessarily have to be carried through the mechanics of human interaction.

Thus, crucial reconceptualization will need to take place in the practical theory of

contracting communication, but this can go hand-in-hand with the more direct

interventions in Jansen's contracting practice proposed here. Professional calls for a new

conceptual understanding of SCM that fosters collaboration between supply chain

partners more than competition are increasingly being heard (e.g., Bansal, 2011).

However, values of collaboration, sustainability, and corporate social responsibility will

be more likely to make it into the supply chain if they are supported by a practical theory

of contracting as a communicative practice of disagreement management by design.

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[125] Tompkins, Tompkins and Cheney (1989) make a similar point about an organization's *decisional premises*, which they say can be found in organizational texts. The difference here is the communication-design focus on how such premises surface in the course of activities, and the exploitation of such argumentative meta-communication for the purpose of redesigning the course of a practice.

Appendix: Semi-Structured Interview Protocols with Sample Questions

Protocol for interviews with members of the Jansen University community that are involved in a contracting project:

How long have you been at Jansen University?

   Which positions have you held during your employment here?

Can you describe to me in what way you are generally involved in the creation of new purchasing contracts at Jansen University? (please elaborate)

Can you recount any projects in which you were involved that stand out to you?

   What was remarkable about them?

   Would you say that these projects were dealt with in a typical way?

   What was atypical about them? How so?

What do you think of the [insert project name] so far?

   Is there anything that stood out to you?

   What did you think of XYZ [specific observed project developments]

   What are the next steps in the process?

   What are the interests of your department in this project?

Were there any problems that arose in the course of this project?

   What did you and others do in order to address these problems?

   What do you think of how you and others dealt with these problems?

   Would you now do anything differently?

What are some important changes that you have seen during your time at Jansen?

   What do you think of these developments?

   Why do you think they happened?

Can you think of any other developments on which you wish to comment?

Protocol for an interview with a vendor to the University (adapted for other vendors):

Please describe your company's business.

What is your role in carrying out your company's business?

Have you previously held other positions/roles in your company? If so, which?

Please describe how your company acquires new business.

What is your role in this process?

How is this process typically carried out?

(What are the usual stages in this process?)

What do you think of this process?

Please think of an experience related to the acquisition process that in any way stands out to you among your other experiences.

Can you describe this experience to me?

What makes it stand out among your other experiences?

What makes it similar to other experiences?

What went well in this event?

What did not go so well?

What aspects of the acquisition process would you identify as difficult or problematic?

Please explain what makes these aspects problematic.

How do you or others usually deal with these problematic aspects?

What do you think of this practice of dealing with problems/difficulties?

What could be improved about this practice?

How do you think such improvements could be brought about?

Can you give examples?

You are currently involved in implementation meetings for a new multi-year contract with one of your clients. Can you describe the larger process of which these meetings are a part?

How has this process developed so far?

In what ways is this a typical process?

In what ways is it atypical?

What has been going well so far in the process?

What was good about that?

What has been going less well?

What happened when it did not go so well?

What happened after that?

Is there a way to avoid the things that did not go so well, for next time?

What would have to be done to do so? (to avoid those things?)

Can you describe the next stage(s) in this process?

How might your involvement in the process change through further developments?

How does this particular project compare to other similar projects?

What other experiences, views, or insights would you like to share with me related to our conversation today?

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