Who did your bid drawings?

A while ago we received what we thought was a reasonably straightforward RFP for design services for a small natural history museum in the Midwest. In addition to the usual boilerplate, it required the return of signed forms entitled “Non Collusion Affidavit” and “Business Relationship Affidavit”. Legal mumbo-jumbo aside, these forms are supposed to ensure that you (the vendor) won’t try to bribe them or that any previous business relationship you had in the past will surely, surely not affect the present business at hand.

We were getting ready to fill it out, include our samples and send it along when we noticed that you could also request a “Narrative Walkthrough”, “Schematic Graphics of the Gallery”, and “Contact Info”. Great. Any information is helpful, so we downloaded the materials. The few pages of the narrative were simple enough, and “Contact Info” was just that. However, the “Schematic Graphics of the Gallery” consisted of two very elaborate, full-color concept drawings of the space. Most interesting, though, was the fact that the name of the (very well-known) design office that had produced the drawings was still pasted in the corner of each of them—complete with the little © copyright device.

So we called the purchasing agent-in-charge. Again, in a remarkable display of candor (after a bit of embarrassed hemming and hawing), Mary (not her real name) did admit that, yes, it was a bit odd and that “others had asked about this”. I asked what she thought our next move should be since it was fairly apparent that they intended to re-hire their previous consultant, and why did they go through the motions of issuing the RFP in the first place. Mary then said that these kinds of questions could only be answered by the director. He was out for a few days, but they would probably issue an addendum... or something... when he returned. We sent an email to confirm our discussion. Here is their response. Well... there was no response—at least not from the Director. However, they did issue an addendum with a reply of sorts: “Question [from a prospective vendor]: Will the design firm that created the schematic design drawings be bidding on the Design Development Phase? Answer: We do not know—- they have been given the opportunity.” Yes. And I’ve got a bridge you may be interested in buying. This also happened in another New England state where the purchasing agent indicated that it was “very likely” that they would use the design firm “down the block”, but that their regulations required that they put the work out to bid every year. Again, admiring the candor, we are saving all these documents. They are available to any interested parties.

Didn’t you get the Addendum?

Today we unwrapped another RFP. This time from the State of Connecticut. In addition to a Mandatory Pre-Bid Meeting (gluttons for punishment that we are, we’ll be going—if only as a research project for this article), the 33-page document contains some of the most extravagant boilerplate legalese yet, including such gems as “Gift Certification”, “Campaign Contribution Certification”, “Certification By Agency Official or Employee Authorized to Execute Contracts” (a particular favorite, since the title is almost as long as the thing you’re supposed to sign), and “Consulting Agreement Affidavit”.
"...the purchasing agent indicated that it was “very likely” that they would use the design firm “down the block”, but that their regulations required that they put the work out to bid every year."

In many RFPs there is a word or phrase that screams, “We’ve already selected someone”. It is usually under “Requirements”. Sure enough, there it was: “Related Experience: “... Demonstrated experience with intercollegiate athletic displays at other institutions of higher education is expected.” Is that narrow enough? As usual, we find this kind of chicanery particularly ironic since the State of Connecticut—and, to be fair, most offerors—go on and on about the absolute necessity of affirming vendors’ dedication to the concept and legalities of Affirmative Action and other similar bureaucratic folderol.

Apparently, all will be revealed at the “Mandatory Pre-Bid Meeting”.

Well, that was fun. We appeared at the appointed place and hour. It was a small, but nice, waiting area in a new university administration building. Conference room to the right, staff offices to the left. There was one other prospective vendor there when we arrived, and four others drifted in to wait to be ushered into the conference room at 10 a.m. Six prospective bidders altogether to attend the “Mandatory Pre-Bid Meeting”. Mandatory.

Ten o’clock came and went, as did 10.30 and 10.45. Finally, a university employee asked if we were “being helped”. This prompted a bright young bidder to say, “Well, no”. She then disappeared into the office space with the nice lady. She emerged a few minutes later to grab her copy of the RFP. (We could picture the scene in the office: “A meeting? What meeting? Well, where’s the bid number.”). A few minutes later, another university employee (not the purchasing officer) came out to inform us that the meeting was cancelled, and we could all leave. Which we all did.

When we returned to the office, there was an email waiting to inform us bidders that an addendum was issued—the night before. In the addendum was (oh, by the way) a note that the meeting was cancelled. What’s amusing about the whole thing is the image of the pre-selected contractor cooling his/her heels with the rest of us. Unless they were informed by the university ahead of time not to show up. Hmm. Not so amusing after all.

I kept slipping the deadline for this piece because these things just keep coming in. They are so wonderful in their awfulness that I want to wait to see how things turn out. For the above project, all the prospective bidders got a registered letter from the Purchasing Manager apologizing for “...the lack of timely communication distributed by...” They actually did “re-bid” this, but the (very extended) due date is a deadline-buster, so we’ll just have to wait on that one. It’s going to be really interesting, though, to see the reaction of their purchasing-agent-in-charge when all the poor suckers from the original go-round (and here we include ourselves) line up to re-submit.

By the book?
Another favorite is the blamed-for-their-lack-of-information RFP. We looked at one recently where they want a book written, edited (including photo research), designed, published, and marketed by one outfit. I don't know who they have targeted to do this. I can’t think of anyone who could put that package together if they tried (Abrams [the other, richer one], Taschen?). We shared it with some organizations who may be able to meet most of those requirements, but they were
“How, then, did the designer-client relationship (d)evolve from a handshake, to a Letter of Agreement, to a contract, to... this.”

scratching their heads because it’s grounds for disqualification if you subcontract any small part of the project. However, the offeror left themselves a loophole. This is an email Q&A between a bidder and the offeror:

“1) Question: If we do not print our own projects, does this, in your mind, make us ineligible to present a proposal?
Answer: Not necessarily. The ‘Contract Assignment’ section of the RFP (page 6) states that no part of the contract may be sublet ‘without prior written consent of the Vice President for Advancement’. That consent may be given if the prospective vendor is chosen as a finalist and then demonstrates that the proposed printer meets satisfactory quality standards (a sample book, or books, from a previous project and a complete list of pre-press, press and bindery equipment would be a minimum requirement for possible consent).”

Huh? In other words, “you can’t unless we say you can. And we’ve already chosen who can”. Reading this particular RFP is a bracing and edifying exercise in the power of Orwellian non-speak. One thousand years in the future, Hermes Conrad, the Jamaican bureaucrat on “Futurama” would be proud.

In the same category, another institution is also looking for cost proposal for a book including, again, writing, editing, design, printing, project management, etc. In addition, “The successful consultant will be expected to coordinate the development of historic design guidelines with the consultant team developing the zoning and subdivision and land development ordinances in order to ensure compatibility and uniformity.” Whew.

So we must be developers, preservation experts, and (I suppose) lawyers. Fair enough, but the interesting part is they didn’t provide any specifications for the book: size, number of pages, number and kinds of illustrations or photos. Or anything at all that we can take to a printer for pricing—other than looking at them and saying “Want book!”.

When we asked for some more information, we were directed to this clause from the RFP:

“Description:
This Request for Proposal (RFP) provides interested contractors with sufficient information to enable them to prepare and submit proposals for consideration...to satisfy a need for historic preservation services to prepare a...Historic District Design Guidelines booklet and printing service for a specified quantity of the booklet.”

No. No it does not. And the reply requires nine copies. Institutions do not like to be reminded of their shortcomings. Henceforth, we will wait for others to ask those hard, embarrassing questions.

Design it, Price it, and Submit it. For free.
A final entry (and one that we’ll probably respond to, just for je ne se quais) asks for design and pricing for alumni recognition. The document is pretty straightforward, and they sent some decent JPG files of the location— with no measurements on anything. Nor is there any indication of how many alums are to be recognized. Or a target budget. Finally, this put us on the cusp of non-response because we think it’s terrible for the profession to fulfill these kinds of requests (did I mention je ne se
quasi?): "Vendor should provide an artistic rendering of the proposed design."

Aha. All is now clear. Design it, price it, and submit it. For free.

The more I think about this, the less I feel like responding. Here’s a free suggestion: Why not ask for credentials, make a preliminary selection of 2-4 vendors, and (here’s the shockingly radical part) pay them a small honorarium to develop a design. I don’t think that would take too much of the polish off the apple of our rough-and-tumble free-market enterprise system.

But the main problem with design-for-free is getting rejected for the actual paying project, then seeing your ideas reproduced, quite literally, in the final exhibit. In a similar instance we wrote a draft RFP for an erstwhile client... who then hired someone else.

Given the nature and structure of the present RFP process, is it too much to ask that the documents be honest and straightforward? We don’t think it is too much to ask that they be clear and simple. It is laughable and unprofessional that these anecdotes are the rule and not the exception. Obviously, legal requirements are driving the spew of boilerplate, and we know that you want to work with the Director’s nephew. But the Scope of Work should be clear to the minimum extent that what you want is defined.

A Modest Proposal
We favor changing the rules so that the RFQ (Request for Qualifications) is the preliminary filter. It is relatively easier, and less open to challenge, for an offeror to winnow candidates based on submitted qualifications. After all, the judgment is always subjective, and you’re either qualified or not. The RFQ process is much easier (and, in real terms, less costly) for vendors too—just send your details or website info and wait for a reply. Prospective clients will get a better RFP response because designers will give their best effort if they know the competition is not fraudulent, that they are not competing against every design office on the planet, and if they are getting paid.

In the interest of fairness, we should note that we spoke with a purchasing representative from the GSA—a federal agency. She was very nice, and we had a long conversation that centered around the idea that they (a billion-dollar federal bureaucracy) were being taken to the cleaners by the design office that put together and issued (!) the RFP. Apparently they (the designers) charged the Feds way too much for this service. This RFP, by the way, consisted of over 50 pages (way over, if memory serves) of very dense boilerplate and some illegible thrice photocopied drawings. The actual scope of work was on an accompanying CD. We originally called to express our delighted wonderment at this particular document, and the conversational ball got rolling. Now we have some inkling of how Bob Woodward works.

In doing research for this article, we came to wonder where these monsters came from. We tried to find a history of RFPs—without success (if anyone wants to pay for a Lexus-Nexus search, we will do the work). How, then, did the designer-client relationship (d)evolve from a handshake, to a Letter of Agreement, to a contract, to... this. We suggest stepping back and starting over. Our experience with the GSA lady, and others (who in the great...
"Given the nature and structure of the present RFP process, is it too much to ask that the documents be honest and straightforward?"

(continued from page 89)

Tradition of investigative journalism, wish to remain anonymous) indicates that the RFP process is ripe for dialog between institutions and designers that will, one hopes, lead to a new type of selection process that is rational, fair and equitable. ☐