Negotiation Strategy for Jean Stokes

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Introduction

Jean Stokes, the Regional Director of Services for NISH, must facilitate a contract negotiation involving Stonybrook, a cleaning-service vendor, and the building manager. The discussion is not limited to price. It also covers project duration, working hours, frequency of cleaning, recycling support, inspection arrangements, and responsibility for snow removal during a suspension of ordinary work. These issues are connected: a longer service window or additional inspection can increase labor costs, while clearer responsibilities can reduce uncertainty and future disputes. An effective strategy must therefore distinguish between essential requirements and desirable improvements, calculate the cost of concessions, and search for trades that create value for all parties. The objective is not to defeat the vendor but to reach a durable agreement that protects service quality, keeps spending within an acceptable range, and gives each participant a clear understanding of performance expectations. This analysis develops Jean's negotiation plan from preparation through final agreement.

Jean Stokes's Mandate and Negotiating Role

Jean enters the meeting as both a representative of NISH's interests and a facilitator responsible for maintaining a constructive process. Those roles require balance. She must advocate firmly for the organization's priorities while ensuring that the vendor and building manager can explain operational constraints. Her authority is strongest when she treats the negotiation as a joint problem rather than a contest of demands. Fisher, Ury, and Patton (2011) describe principled negotiation as separating people from the problem, focusing on interests rather than positions, generating options for mutual gain, and using objective criteria. Applied here, Jean should avoid framing Stonybrook as an opponent that must simply accept lower compensation. She should instead identify the reasons behind each position: budget limits, staffing patterns, safety obligations, occupant needs, and the vendor's need for a commercially workable contract. A respectful process will also improve the quality of information on which the final package depends.

Priority Architecture: What Must Be Protected

The original planning document ranks price as the highest priority and sets an annual target of $200,000, with $210,000 identified as the last acceptable solution. Jean should treat this range as a boundary rather than immediately revealing the maximum. The project duration is also important: the expected period is thirty-eight weeks, while thirty-nine weeks is the last acceptable solution and forty weeks is the outer proposal. Monitoring ranks near the top because inadequate inspection could allow declining performance to continue unnoticed. The existing noon-to-6:00 p.m. shift, daily cleaning of all areas, additional recycling bins, and defined snow-removal obligations are further requirements. Before meeting, Jean should convert these items into a written priority map that separates non-negotiable outcomes, negotiable methods, and low-cost preferences. This prevents an attractive concession on a minor issue from obscuring a harmful compromise on price, service quality, or responsibility.

Interests Beneath the Stated Positions

Positions describe what parties say they want; interests explain why they want it. NISH's price position likely reflects an approved budget and accountability for public or organizational funds. The vendor may seek $240,000 because of labor, supplies, insurance, evening premiums, transport, or uncertainty about the scope. The building manager may prefer a 6:00 p.m.-to-midnight shift to reduce disruption while occupants are present, whereas the vendor may prefer the noon-to-6:00 p.m. schedule because staff and supervision are already organized around it. Cleaning high-traffic areas twice daily may reflect hygiene and appearance concerns rather than a need to duplicate every task. Recycling bins may be desired because the current system lacks convenient collection points. Snow removal raises liability, equipment, and staffing questions. By asking diagnostic questions about these interests, Jean can identify solutions that meet the underlying need without necessarily accepting the most expensive version of every request.

Establishing Objective Criteria and a BATNA

Jean should prepare objective standards before bargaining. Useful criteria include the current contract price, documented labor hours, prevailing local wage rates, supply expenses, historical inspection reports, occupancy patterns, cleaning-industry productivity estimates, and the cost of comparable vendors. These data make it possible to evaluate whether $200,000 is realistic and whether requested service additions justify a higher figure. She must also clarify NISH's best alternative to a negotiated agreement, or BATNA. The alternative might be extending the current arrangement temporarily, seeking competitive bids, reducing the scope, or using another qualified provider. The vendor's alternatives may include deploying the crew elsewhere or declining a low-margin contract. A BATNA should not be used as a threat; it provides a rational comparison for proposed settlements (Fisher et al., 2011). Jean should accept a package only if it is better than the organization's feasible alternative after transition costs and service risks are considered.

Building the Negotiation Agenda

The sequence of discussion can influence the outcome. Jean should begin with shared goals: reliable cleaning, safe facilities, predictable costs, environmental responsibility, and a workable schedule. She should then confirm the scope and factual assumptions before negotiating money. Discussing price too early could produce a false agreement based on different understandings of hours and tasks. A suitable agenda would address service locations and standards, frequency, shift timing, monitoring, recycling, snow responsibilities, duration, and finally the integrated financial package. Jean can explain that no single item is final until the complete package is agreed. This protects against giving concessions one by one without receiving equivalent value. It also allows conditional proposals such as, “If the building manager requires evening service, then we need to identify an offsetting reduction or a revised price supported by the added labor cost.”

Package Design Across the Seven Issues

Jean should develop several packages rather than arguing over one proposal. A budget-protective package could retain the noon-to-6:00 p.m. shift, clean all areas daily, add targeted second cleaning only in documented high-traffic zones, maintain current inspections with a digital exception-reporting system, provide a limited number of recycling bins, and assign snow removal through a separate contingency arrangement. This package should aim near $200,000. A service-enhancement package could adopt the evening shift, increase inspections, expand recycling responsibilities, and include twice-daily attention to high-traffic areas, but it would require the vendor to justify costs and remain within the $210,000 reservation point. A third package could preserve the lower price while extending duration from thirty-eight to thirty-nine weeks or adjusting noncritical supply specifications. Multiple equivalent simultaneous offers help reveal preferences because the other party’s response shows which combination it values most (Thompson, 2020).

Issue-Specific Bargaining Moves

On duration, Jean should state the thirty-eight-week objective and consider thirty-nine weeks only in exchange for value elsewhere; forty weeks should not be accepted merely for convenience. On shift timing, she should request occupancy and disruption evidence from the building manager and labor-cost evidence from the vendor. A split shift or delayed start in selected areas may solve the problem more cheaply than moving all work to midnight. On frequency, task-based specifications are preferable to vague promises: restrooms, entrances, and other high-contact spaces can receive a second pass while low-traffic areas remain on a daily schedule. For recycling, Jean should calculate bin purchase, servicing, and contamination-management costs before assigning responsibility. Monitoring can combine scheduled inspections with complaint data and corrective-action deadlines. Snow removal must identify trigger conditions, areas covered, equipment, insurance, response time, and whether compensation is included or activated only after an event.

Communication and Concession Discipline

Jean’s tone should be courteous, direct, and educational. She should ask open questions, summarize answers, test assumptions, and distinguish disagreement from disrespect. When making a concession, she should explain its value and require reciprocity. For example, moving from $200,000 toward $210,000 should be conditional on measurable improvements such as evening coverage, enhanced inspections, or clearly defined snow service; it should not be offered simply because the vendor repeats a higher demand. Concessions should become smaller as the negotiation approaches the reservation point, signaling that flexibility is narrowing. Jean should avoid unsupported ultimatums, personal criticism, and accidental commitments. She should also use brief caucuses if technical costing or authority needs clarification. Lewicki, Barry, and Saunders (2021) emphasize that trust grows when negotiators communicate accurately and follow consistent procedures, yet trust should be supported by verification rather than replacing it.

Turning Agreement into an Operable Contract

A successful meeting is incomplete unless the terms can be implemented and measured. The final document should define the contract period, locations, task frequencies, shift hours, annual price, invoicing, supplies, recycling obligations, inspection standards, complaint handling, corrective-action deadlines, snow-removal triggers, insurance, reporting, and procedures for changing the scope. Performance measures should be observable and proportionate. Instead of requiring only “satisfactory cleaning,” the agreement can specify inspection criteria, response times, recurring-problem escalation, and periodic review meetings. Jean should read back the complete package before signatures and confirm that all representatives possess authority to commit. A thirty- or sixty-day implementation review would allow the parties to correct practical problems without reopening the whole bargain. This converts a win-win aspiration into a governance system that supports accountability and cooperation.

Recommended Settlement Range

The preferred settlement is a thirty-eight-week agreement close to $200,000 that preserves daily cleaning, targets additional attention to high-traffic spaces, maintains a feasible shift, improves monitoring through efficient reporting, and clearly allocates recycling and snow responsibilities. Jean may move toward thirty-nine weeks or as high as $210,000 only when the package delivers documented operational value that NISH could not obtain at the lower level. She should not accept the $240,000 maximum proposal without evidence that the revised scope and market costs make it superior to available alternatives. The strongest outcome may not give every party its opening demand, but it should meet core interests: NISH controls cost and quality, the building manager receives reliable service with minimal disruption, and Stonybrook gains a clear scope and economically sustainable contract.

Conclusion

Jean Stokes's negotiation strategy should combine firm preparation with collaborative problem solving. Her central task is to protect the annual price, service quality, duration, and accountability requirements while using schedule, frequency, monitoring methods, recycling support, and contingency duties as variables that can be traded intelligently. Objective evidence, a clear BATNA, multiple packages, conditional concessions, and precise contract language will reduce the risk of an agreement based on misunderstanding. Most importantly, Jean should define success as a durable arrangement rather than a temporary victory. A settlement within the $200,000-to-$210,000 range can be justified when it assigns responsibilities clearly and creates measurable value for all parties. Through principled communication and disciplined package bargaining, she can facilitate the constructive, educational, and courteous dialogue envisioned in the original plan.

References

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