



## ADDENDUM #1

**To:** All Companies Interested in Submitting a Proposal  
**From:** Diane Rodenkirk, Purchasing Agent  
**Proposal:** Collective Bargaining Negotiator Services, Dated: August 7, 2009  
**Subject:** Addendum #1 (2 pages)  
**Date:** August 17, 2009

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Please note the following specification changes/additions/clarifications relative to the above Request for Bid.

- 1) **Question:** Does the City require the lead negotiator to have a J.D.? What about having passed the Iowa bar exam?  
**Answer:** No to both questions
- 2) **Question:** We know there are 6 unions that cover the City's 8 bargaining agreements. What unions represent City employees? What are the expiration dates for the contracts covered by this study (by union).  
**Answer:** Teamsters Local 238, AFSCME Local 620, Communication Workers of America Local 7101, Amalgamated Trans Union Local 638, Cedar Rapids Association of Firefighters, Local 11, International Association of Firefighters Local 2607. All contracts expire on June 30, 2010.
- 3) **Question:** The City estimates 120 hours/yr. Would the City prefer a flat-fee arrangement or hourly rates, or some combination thereof?  
**Answer:** The City will evaluate all pricing structures. We have no preference.
- 4) **Question:** What has been the historical tone to negotiations (contentious, amicable, other)?  
**Answer:** The tone depends on the union. We have worked over the last 3 years to create cooperative, open relationships with the unions.
- 5) **Question:** Have any of the unions recently gone to interest arbitration?  
**Answer:** No, the last 2 rounds of negotiation have been settled without arbitration or fact finding.
- 6) **Question:** We understand the City will not pay any expenses other than the Consultant's hourly rate. We are assuming this to mean that travel costs must be included in the hourly rate or fixed fee. Is this correct?  
**Answer:** No. The City agrees to reimburse the CONTRACTOR for air travel, not to exceed the coach class rate over the term of this agreement. Air travel must be documented by airline flight itinerary and an airline receipt per trip is required for each individual that travels via air to Cedar Rapids. The receipts shall include the following information; airline name, unit and total price, date purchased, date used, traveler's name, origin city and destination city and be

submitted for payment approval within sixty (60) days from the date the expense was incurred. The frequency of air travel will be negotiated prior to the execution of an agreement.

If CONTRACTOR wishes to submit mileage for auto travel instead of air travel, it may not exceed the current IRS allowable mileage rate. As of January 1, 2009, this rate is \$0.55/mile. Auto travel must be documented in the method that the City requires. The frequency of auto travel will be negotiated prior to the execution of an agreement.

All other expenses shall be included in the hourly rates that are proposed.

- 7) **Question:** Is the City going to provide office space for the consultant?  
**Answer:** Office space will not be provided by the City.
- 8) **Question:** In the case where the Consultant is required to spend more than 120 hours/yr on this engagement, will the City consider compensating these services on an hourly rate basis?  
**Answer:** Yes. Contractor shall include hourly rates for this service in its proposal.
- 9) **Question:** Is it anticipated the City's HR staff will be available to assist in the preparation of negotiation material or is it assumed the Consultant will be solely responsible for developing exhibit/negotiation materials etc.?  
**Answer:** HR staff will assist in preparation of materials.
- 10) **Question:** In section 4.0, it states that the City has 6 unions and 8 contracts. However, in 4.2 the calculation for estimated hours reflects only 6 unions/contracts. Should this actually be 8 contracts for the calculation in 4.2.4, resulting in 160 hours?  
**Answer:** Since three contracts are with the same union, generally the negotiation is quicker for the 2nd two than the first. Therefore, the estimated hours were determined based on 6 unions.
- 11) **Question:** In section 4.2, the estimated hours are based on "sessions". It is our understanding that the terminology "sessions" refers to actual negotiating sessions and does not include mediation, fact-finding, and/or interest arbitration? Is our understanding correct?  
**Answer:** Sessions includes mediation but does not include fact-finding or interest arbitration. If those are needed, we would expect to pay an hourly rate for those services. Contractor shall include hourly rates for these services in its proposal.

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All addenda that you receive shall become a part of the contract documents and shall be acknowledged and dated on the bottom of the Signature Page (page 10). The deadline for sealed proposals is Friday, August 28, 2009 at 2:30 pm CDT at the Office of the City Clerk.