



AGENDA OF THE COMMON COUNCIL

THURSDAY, SEPTEMBER 24, 2020, 11:30 AM

This is a virtual meeting

Please see agenda item A for more details

A. Zoom Meeting Information.

- I. This item contains information and instructions for the Zoom virtual meeting.

B. Roll Call.

C. Pledge of Allegiance.

D. Approval of the Agenda.

E. Resolutions.

F. Committee of the Whole.

- I. To award contract 3277 "Presidential Election Voter Outreach Campaign" to KW2/HVS in the amount of \$150,000.
2. To approve the acceptance of a grant from the Center for Tech and Civic Life, "Wisconsin Safe Voting Plan" in the amount of \$522,200.

G. Referral of Petitions & Communications.

H. Adjournment.

- 1) **SUPPLEMENTAL INFORMATION:** The Video of this meeting, Agenda, Agenda Packet, and Minutes are available online at www.greenbaywi.gov/Meetings.
- 2) **ACCESSIBILITY:** Any person wishing to attend who requires special accommodation because of a disability, should contact the City Safety Manager at 920-448-3125 at least 48 hours before the scheduled meeting time so that arrangements can be made.

- 3) **QUORUM:** Please take notice that a majority or quorum of the Common Council will attend this committee meeting and will constitute a meeting of the Common Council for purposes of discussion and information gathering relative to this agenda.
- 4) **REPRESENTATION:** The party requesting the communication, or their representative, should be present at this meeting.

Virtual Meeting Instructions



Common Council—Special Meeting 2020-09-24

Zoom Meeting Information

Join Zoom Meeting

<https://us02web.zoom.us/j/88043902665>

Meeting ID: 880 4390 2665

Passcode: 865769

One tap mobile

+13017158592,,88043902665#,,,,,0#,,865769# US (Germantown)

+13126266799,,88043902665#,,,,,0#,,865769# US (Chicago)

Dial by your location

+1 301 715 8592 US (Germantown)

+1 312 626 6799 US (Chicago)

+1 929 205 6099 US (New York)

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

+1 669 900 6833 US (San Jose)

Meeting ID: 880 4390 2665

Passcode: 865769

Find your local number: <https://us02web.zoom.us/j/88043902665>

Additional Information

1. Wisconsin Open Meetings Law still applies
 - a. Persons interested in speaking to an item must give their name and address
 - b. Committee/Commission/Board members will still follow *Roberts Rules of Order*
2. All zoom meetings will have a password in the instructions. Please enter when prompted.
3. Please log into the Zoom meeting 10 minutes before the meeting starts to ensure proper technology is working.
 - a. If you are a Board Member, please log into [CivicClerk](#) with a computer, laptop, or tablet device.
4. Once you are in the meeting please mute yourselves.
 - a. You may unmute yourself when you are called upon to speak.
5. Waiting room
 - a. When you call in, all callers/participants will be placed in a “waiting room.”
 - b. Persons on the agenda will be admitted to the meeting, and then once the item is concluded, the host will permanently mute you from the meeting (you can still hear the meeting).
6. Using Zoom with a tablet or computer
 - a. Tablet—you will be asked to sign in. Download the app either with the Apple Store or the Play Store
 - b. Computer—you will be asked to sign in. You may download the app or click on the link to open Zoom in your browser.
7. Registering
 - a. The host may ask you to register for the meeting. A registration link will be sent to you along with the invite. You’ll receive another email confirming that you’re registered for the meeting.
 - b. If you’re using a phone, your registration will still be tied to an email.
8. Raising your hand
 - a. Committee members—you can either use CivicClerk and request to speak or you can “raise your hand” in the zoom meeting (you’d need to use a computer or tablet) to let the host know you’d like to speak. You can also un-mute yourselves and start speaking.
 - b. Persons on the agenda—you can “raise your hand” but you’d need to use a computer. You will be allowed to speak, per Wisconsin Open Meetings Rules, once the committee has “opened the floor for interested parties to speak.” Once the committee is finished with your agenda item, the host will mute you permanently, unless the committee opens the floor again.
9. What devices should I use?
 - a. Smart phone (please see more detailed instructions on page 3)
 - b. Land line
 - c. Tablet—well in advance of the meeting, please download the Zoom Meeting app before you join a meeting by using either the Apple Store or the Play Store. You will be asked to input your name, thus identifying you for the meeting. You’ll also be asked to verify your email.
 - d. Computer—well in advance of the meeting, please download the Zoom Meeting app, but you can also click on a link to open the Zoom Meeting in your browser. You will be asked to input your name, thus identifying you for the meeting.
 - e. For tablet and computer users—if you download the app you will be asked to verify your email.
10. Zoom etiquette
 - a. Muting yourselves when you’re not talking will prevent your background noise from interfering with others’ ability to listen to and participate in the meeting.
 - b. If you’re using a telephone, please identify yourself with your phone number and name before you speak. Zoom meeting hosts can see only your telephone number and will ask you to identify yourselves.
11. Closed session
 - a. Persons in the Zoom meeting will be put into a waiting room while the committee meets in Closed Session. Participants will be admitted back into the Zoom meeting once the committee reconvenes in Open Session.
 - b. Persons watching live on YouTube will see a gray screen with the City logo during closed session.
12. Persons interested in attending anonymously or listening to the meeting may call in by dialing *67 followed by the phone number above.

Calling into the Zoom meeting using a smartphone

1. Dial the phone number listed at the beginning of this document.
2. When prompted, enter the Meeting ID number followed by #
 - a. If you're using a smartphone, you can access the keypad by clicking "Keypad" on your screen



3. Once you are in the meeting, notify the meeting host that you are in and state your name.
4. If you do not need to talk, please make sure your phone is on **Mute**
 - a. If you're using a smartphone, look at your screen and click the Mute button



- b. If you're using a computer, you should see a Mute button in the Zoom application



City of Green Bay

CONTRACT FOR PURCHASE OF SERVICES

1. **PARTIES.**

This is a Contract between the City of Green Bay, Wisconsin, hereafter referred to as the "City" and KW2 hereafter referred to as "Contractor."

The Contractor is a: ☐ Corporation ☐ Limited Liability Company ☐ General Partnership ☐ LLP
☐ Sole Proprietor ☐ Unincorporated Association ☐ Other: _____.

2. **PURPOSE.**

The purpose of this Contract is as set forth in Section 3.

3. **SCOPE OF SERVICES AND SCHEDULE OF PAYMENTS.**

Contractor will perform the following services and be paid according to the following schedule(s) or attachment(s):

Per the specifications, terms and conditions of RFP 3277 and the Contractor's response (attached below) to RFP 3277.

Order of Precedence: In the event of a conflict between the terms of this Contract for Purchase of Services and the terms of any document attached or incorporated herein, the terms of this Contract for Purchase of Services along with City of Green Bay Standard Terms and Conditions, the City's requests for proposals/bids, the version of the Contractor's proposal/bid that was accepted by the City, and the City's Purchase Order (if any) shall control and supersede any such conflicting term.

4. **TERM AND EFFECTIVE DATE.**

This Contract shall become effective upon execution by the Mayor and the City Clerk (or the Purchasing Agent if so authorized) on behalf of the City of Green Bay, unless another effective date is specified in the Attachment(s) incorporated in Section 3. The effective date of this Contract shall be September 25, 2020. The term of this Contract shall be through November 4th, 2020.

5. **ENTIRE AGREEMENT.**

This Contract for Purchase of Services, including any and all attachments, exhibits and other documents referenced in Section 3 (hereafter, "Agreement" or "Contract") is the entire Agreement of the parties and supersedes any and all oral contracts and negotiations between the parties. If any document referenced in Section 3 includes a statement that expressly or implicitly disclaims the applicability of this Contract for Purchase of Services, or a statement that such other document is the "entire agreement," such statement shall be deemed rejected and shall not apply to this Contract.

6. **ASSIGNABILITY/SUBCONTRACTING.**

Contractor shall not assign or subcontract any interest or obligation under this Contract without the City's prior written approval. All of the services required hereunder will be performed by Contractor and employees of Contractor.

7. **DESIGNATED REPRESENTATIVE.**

- A. Contractor designates _____ as Contract Agent with primary responsibility for the performance of this Contract. In case this Contract Agent is replaced by another for any reason, the Contractor will designate another Contract Agent within seven (7) calendar days of the time the first terminates his or her employment or responsibility using the procedure set forth in Section 14, Notices.
- B. In the event of the death, disability, removal or resignation of the person designated above as the Contract agent, the City may accept another person as the Contract agent or may terminate this Agreement under Section 23, at its option.

8. **PROSECUTION AND PROGRESS.**

- A. Services under this Agreement shall commence upon written order from the City to the Contractor, which order will constitute authorization to proceed; unless another date for commencement is specified elsewhere in this Contract including documents incorporated in Section 3.
- B. The Contractor shall complete the services under this Agreement within the time for completion specified in Section 3 and Section 4, the Scope of Services, including any amendments. The Contractor's services are completed when the City notifies the Contractor in writing that the services are complete and are acceptable. The time for completion shall not be extended because of any delay attributable to the Contractor, but it may be extended by the City in the event of a delay attributable to the City, or in the event of unavoidable delay caused by war, insurrection, natural disaster, or other unexpected event beyond the control of the Contractor. If at any time the Contractor believes that the time for completion of the work should be extended because of unavoidable delay caused by an unexpected event, or because of a delay attributable to the City, the Contractor shall notify the City as soon as possible, but not later than seven (7) calendar days after such an event. Such notice shall include any justification for an extension of time and shall identify the amount of time claimed to be necessary to complete the work.
- C. Services by the Contractor shall proceed continuously and expeditiously through completion of each phase of the work.
- D. Progress reports documenting the extent of completed services shall be prepared by the Contractor and submitted to the City with each invoice under Section 22 of this Agreement, and at such other times as the City may specify, unless another procedure is specified in Section 3.
- E. The Contractor shall notify the City in writing when the Contractor has determined that the services under this Agreement have been completed. When the City determines that the services are complete and are acceptable, the City will provide written notification to the Contractor, acknowledging formal acceptance of the completed services.

9. **AMENDMENT.**

This Contract shall be binding on the parties hereto, their respective heirs, devisees, and successors, and cannot be varied or waived by any oral representations or promise of any agent or other person of the parties hereto. Any other change in any provision of this Contract may only be made by a written amendment, signed by the duly authorized agent or agents who executed this Contract.

10. **EXTRA SERVICES.**

The City may request the Contractor to perform extra services or decreased services, according to the procedure set forth in Section 22(b). Extra services or decreased services means services which are not different in kind or nature from the services called for in the Scope of Services, Section 3, but which may increase or decrease the quantity and kind of labor or materials or expense of performing the services. Extra services may not increase the total Contract price, as set forth in Section 21, unless the Contract is amended as provided in Section 9 above.

11. **NO WAIVER.**

No failure to exercise, and no delay in exercising, any right, power or remedy hereunder on the part of the City or Contractor shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy. No express waiver shall affect any event or default other than the event or default specified in such waiver, and any such waiver, to be effective, must be in writing and shall be operative only for the time and to the extent expressly provided by the City or Contractor therein. A waiver of any covenant, term or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition.

12. **NONDISCRIMINATION.**

During the term of this Contract, the parties, and the employees, representatives, agents and or volunteers thereof, shall not discriminate against any person based on race, color, creed, religion, sex, national origin, age, ancestry, disability, sexual orientation, gender identity, gender non-conformity, gender expression, transgender status, pregnancy, or marital or parental status.

13. **SEVERABILITY.**

It is mutually agreed that in case any provision of this Contract is determined by any court of law to be unconstitutional, illegal or unenforceable, it is the intention of the parties that all other provisions of this Contract remain in full force and effect.

14. **NOTICES.**

All notices to be given under the terms of this Contract shall be in writing and signed by the person serving the notice and shall be sent registered or certified mail, return receipt requested, postage prepaid, or hand delivered to the addresses of the parties listed below:

FOR THE CITY:

Procurement Manager, Purchasing Department

100 North Jefferson St. Room 101

Green Bay, WI 54301

FOR THE CONTRACTOR:

15. **STATUS OF CONTRACTOR/INDEPENDENT/TAX FILING.**

The parties hereto agree that the Contractor, its officers, agents, and employees, in the performance of this agreement shall act in the capacity of an independent contractor and not as an officer, employee, or agent of the City. The Contractor agrees to take such steps as may be necessary to ensure that each subcontractor of the Contractor will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of the City.

Contractor shall provide a valid IRS W9 form to the Purchasing Department, prior to payment. The Contractor is informed that as an independent Contractor, s/he may have a responsibility to make estimated tax returns, file tax returns, and pay income taxes and make social security payments on the amounts received under this Contract and that no amounts will be withheld from payments made to this Contractor for these purposes and that payment of taxes and making social security payments are solely the responsibility and obligation of the Contractor. The Contractor is further informed that s/he may be subject to civil and/or criminal penalties if s/he fails to properly report income and pay taxes and social security taxes on the amount received under this Contract.

16. **GOODWILL.**

Any and all goodwill arising out of this Contract inures solely to the benefit of the City; Contractor waives all claims to benefit of such goodwill.

17. **THIRD PARTY RIGHTS.**

This Contract is intended to be solely between the parties hereto. No part of this Contract shall be construed to add, supplement, amend, abridge or repeal existing rights, benefits or privileges of any third party or parties, including but not limited to employees of either of the parties.

18. **AUDIT AND RETAINING OF DOCUMENTS.**

The Contractor agrees to provide all reports requested by the City including, but not limited to, financial statements and reports, reports and accounting of services rendered, and any other reports or documents requested. Financial and service reports shall be provided according to a schedule (when applicable) to be included in this Contract. Any other reports or documents shall be provided within five (5) working days after the Contractor receives the City's written requests, unless the parties agree in writing on a longer period. Payroll records and any other documents relating to the performance of services under the terms of this Contract shall be retained by the Contractor for a period of three (3) years after completion of all work under this Contract, in order to be available for audit by the City or its designee.

19. **CHOICE OF LAW AND COMPLIANCE.**

This Contract shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of Wisconsin. The parties agree, for any claim or suit or other dispute relating to this Contract that cannot be mutually resolved, the venue shall be Brown County Circuit Court or the United States District Court for the Eastern District of Wisconsin.

The Contractor shall give all notices and shall at all times comply with and observe all federal and state laws, local laws, ordinances, and regulations which are in effect during the period of this Contract and which in any manner affect the work or its conduct. The City reserves the right to cancel this Contract if the Contractor fails to follow the requirements of s. 77.66, Wis. Stats., and related statutes regarding certification for collection of sales and use tax. The City also reserves the right to cancel this Contract with any state or federally debarred contractor or a contractor that is presently identified on the list of parties excluded from federal procurement and non-procurement contracts.

Contractor shall be required to demonstrate valid possession of appropriate required licenses and will keep them in effect for the term of this Contract. The Contractor shall also be required, when appropriate to obtain the necessary building permits prior to performing work on City facilities.

20. **CONFLICT OF INTEREST.**

- A. The Contractor warrants that it and its agents and employees have no public or private interest, and will not acquire directly or indirectly any such interest, which would conflict in any manner with the performance of the services under this Agreement.
- B. The Contractor shall not employ or Contract with any person currently employed by the City for any services included under the provisions of this Agreement.

21. **COMPENSATION.**

It is expressly understood and agreed that in no event will the total compensation under this Contract exceed \$_____.

22. **BASIS FOR PAYMENT.**

A. **GENERAL.**

- (1) The City will pay the Contractor for the completed and accepted services rendered under this Contract on the basis and at the Contract price set forth in Section 21 of this Contract. The City will pay the Contractor for completed and approved "extra services", if any, if such "extra services" are authorized according to the procedure established in this section. The rate of payment for "extra services" shall be the rate established in this Contract. Such payment shall be full compensation for services rendered and for all labor, material, supplies, equipment and incidentals necessary to complete the services.
- (2) The Contractor shall submit itemized invoices, on the form or format approved by the City and as may be further specified in Section 3 of this Contract. The City will pay the Contractor in accordance with the schedule, if any, set forth in Section 3. The final invoice, if applicable, shall be submitted to the City within three months of completion of services under this Agreement.
- (3) Payment shall not be construed as City acceptance of unsatisfactory or defective services or improper materials.
- (4) Final payment of any balance due to the Contractor will be made upon acceptance by the City of the services under the Agreement and upon receipt by the City of documents required to be returned or to be furnished by the Contractor under this Agreement.
- (5) The City has the equitable right to set off against any sum due and payable to the Contractor under this Agreement, any amount the City determines the Contractor owes the City, whether arising under this Agreement or under any other Agreement or otherwise.
- (6) Compensation in excess of the total Contract price will not be allowed unless authorized by an amendment under Section 9, AMENDMENT.
- (7) The City will not compensate for unsatisfactory performance by the Contractor.

B. **SERVICE ORDERS, EXTRA SERVICE, OR DECREASED SERVICE.**

- (1) Written orders regarding the services, including extra services or decreased services, will be given by the City, using the procedure set forth in Section 14, NOTICES.
- (2) The City may, by written order, request extra services or decreased services, as defined in Section 10 of this Contract. Unless the Contractor believes the extra services entitle it to extra compensation or additional time, the Contractor shall proceed to furnish the necessary labor, materials, and professional services to complete the services within the time limits specified in the Scope of Services, Section 3 of this Agreement, including any amendments under Section 9 of this Agreement.
- (3) If in the Contractor's opinion the order for extra service would entitle it to extra compensation or extra time, or both, the Contractor shall not proceed to carry out the extra service, but shall notify the City, pursuant to Section 9 of this Agreement. The notification shall include the justification for the claim for extra compensation or extra time, or both, and the amount of additional fee or time requested.
- (4) The City shall review the Contractor's submittal and respond in writing, either authorizing the Contractor to perform the extra service, or refusing to authorize it. The Contractor shall not receive additional compensation or time unless the extra compensation is authorized by the City in writing.

23. **CANCELATION/TERMINATION.**

- A. The City reserves the right to cancel any contract in whole or in part without penalty due to non-appropriation of funds.
- B. The City may terminate this Contract for any reason, including convenience upon prior written notification to Contractor. Termination for convenience by City will entitle Contractor to payment for only those goods or services delivered, received and accepted and not subsequently rejected by the City.
- C. In the event the Contractor shall default in any of the covenants, agreements, commitments, or conditions and any such default shall continue un-remedied for a period of ten (10) days after written notice to the Bidder, the City may, at its option and in addition to all other rights and remedies which it may have, terminate the Contract and all rights of the Bidder under the Contract.
- D. Failure to maintain the required certificates of insurance, permits, licenses and bonds will be cause for Contract termination. If the Contractor fails to maintain and keep in force the insurance, if required, the City shall have the right to cancel or terminate the Contract without notice.

24. **INDEMNIFICATION.**

Contractor hereby agrees to indemnify, defend and hold harmless the City of Green Bay, its elected and appointed officials, officers, employees, agents, representatives and volunteers, and each of them, from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, attorneys' fees, costs and expenses of whatsoever kind or nature in any manner directly or indirectly caused, occasioned, or contributed to in whole or in part or claimed to be caused, occasioned, or contributed to in whole or in part, by reason of any act, omission, fault, or negligence, whether active or passive, of Contractor or of anyone acting under its direction or control or on its behalf, even if liability is also sought to be imposed on City of Green Bay, its elected and appointed officials, officers, employees, agents, representatives and volunteers. The obligation to indemnify, defend and hold harmless the City of Green Bay, its elected and appointed officials, officers, employees, agents, representatives and volunteers, and each of them, shall be applicable unless liability results from the sole negligence of the City of Green Bay, its elected and appointed officials, officers, employees, agents, representatives and volunteers. Contractor shall reimburse the City of Green Bay, its elected and appointed officials, officers, employees, agent or authorized representatives or volunteers for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. In the event that Contractor employs other persons, firms, corporations or entities (sub-contractor) as part of the work covered by this Agreement, it shall be Contractor's responsibility to require and confirm that each sub-contractor enters into an Indemnity Agreement in favor of the City of Green Bay, its elected and appointed officials, officers, employees, agents, representatives and volunteers, which is identical to this Indemnity Agreement. This indemnity provision shall survive the termination or expiration of this Agreement.

25. **LIMITATION OF LIABILITY**

City will not be liable for any loss of use, interruption of business, lost profits, or any indirect, special, incidental, or consequential damages of any kind regardless of the form of action whether in contract, tort (including negligence), strict product liability, or otherwise, even if it has been advised of the possibility of such damages. In no event shall City's aggregate liability under this agreement exceed the fees paid to Contractor hereunder

26. **INSURANCE.**

It is hereby agreed and understood that the insurance required by the City of Green Bay is primary coverage and that any insurance or self insurance maintained by the City of Green Bay, its officers, council members, agents, employees or authorized volunteers will not contribute to a loss. This insurance shall be written for not less than any limit of liability specified herein, or required by law, whichever is greater, notwithstanding that the policy may have lower limits applying elsewhere in the policy. All applicable insurance and endorsements shall be in full force and evidenced prior to commencing work and remain in force until the entire job is completed or the length of time that is specified in the contract.

1. PROFESSIONAL LIABILITY (Errors and Omissions)

- A. Minimum Limits
 - (a) \$1,000,000 each claim/\$3,000,000 annual aggregate
 - (b) Any deductible not to exceed \$25,000 each claim
- B. Must continue coverage for 3 years after final payment for service/job

2. GENERAL LIABILITY COVERAGE

- A. Commercial General Liability
 - (a) \$1,000,000 general aggregate
 - (b) \$1,000,000 products - completed operations aggregate
 - (c) \$1,000,000 personal injury and advertising injury
 - (d) \$1,000,000 each occurrence limit
- B. Claims made form of coverage is not acceptable.
- C. Insurance must include:
 - (a) Premises and Operations Liability
 - (b) Blanket Contractual Liability including coverage for the joint negligence of the City of Green Bay, its officers, council members, agents, employees, authorized volunteers and the named insured
 - (c) Personal Injury
 - (d) Explosion, collapse and underground coverage
 - (e) Products/Completed Operations
 - (f) Independent Contractors

3. BUSINESS AUTOMOBILE COVERAGE

- A. Minimum Limits - \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage each accident
- B. Must cover liability for "Any Auto" - including Owned, Non-Owned and Hired Automobile Liability

4. WORKERS COMPENSATION AND EMPLOYERS LIABILITY

- A. Must carry coverage for Statutory Workers Compensation and Employers Liability minimum limit of:
\$100,000 Each Accident; \$500,000 Disease Policy Limit; \$100,000 Disease - Each Employee

5. ADDITIONAL PROVISIONS

- * **Additional Insured** – On the General Liability Coverage, the City of Green Bay, and its officers, council members, agents, employees, and authorized volunteers shall be “Additional Insureds.”
- * **Endorsement** -The Additional Insured and Workers Compensation Subrogation Waiver policy endorsements must accompany the Certificate of Insurance.
- * **Waiver of Workers Compensation Subrogation** - The workers' compensation policy is to be endorsed with a waiver of subrogation. The insurance company, in its endorsement, agrees to waive all rights of subrogation against the City, its officers, officials, employees and volunteers for losses paid under the terms of the policy that arises from the work performed by the named insured for or on behalf of the City of Green Bay.
- * **Notice** - City of Green Bay requires written notice of cancellation.
- * **Acceptability of Insurers** - No insurance required hereunder shall be carried with an insurer not authorized to do business in Wisconsin. The City reserves the right to disapprove any insurance company. A minimum AM Best Rating of A-VII is required.

Proof of Insurance, Approval. The Contractor shall provide the City with certificate(s) of insurance showing the type, amount, effective dates, and expiration dates of required policies prior to commencing work under this Contract. Contractor shall provide the certificate(s) to the City's representative upon execution of the Contract, or sooner, for approval by the City Risk Manager. If any of the policies required above expire while this Contract is still in effect, Contractor shall provide renewal certificate(s) to the City for approval. Certificate Holder language should be listed as follows:

City of Green Bay
ATTN: Purchasing Department, Room 101
100 North Jefferson St.
Green Bay, WI 54303

The Contractor shall provide copies of additional insured endorsements or insurance policies, if requested by the City Risk Manager. The Contractor and/or Insurer shall give the City thirty (30) days advance written notice of cancellation, non-renewal or material changes to any of the above-required policies during the term of this Contract.

27. **CONFIDENTIAL INFORMATION**

Each party (on its behalf and on behalf of its subcontractors, employees or representatives, or agents of any kind) agrees to hold and treat all confidential information of the other party, including, but not limited to, trade secrets, sales figures, employee and customer information and any other information that the receiving party reasonably should know is confidential (“**Confidential Information**”) as confidential and protect the Confidential Information with the same degree of care as each party uses to protect its own Confidential Information of like nature.

Confidential Information does not include any information that (i) falls under Wisconsin Public Records Law (see section 28) at the time of the disclosure or thereafter is lawfully obtained from publically available sources generally known by the public (other than as a result of a disclosure by the receiving party or its representatives); (iii) is available to the receiving party on a non-confidential basis from a source that is not and was not bound by a confidentiality agreement with respect to the Confidential Information; or (iv) has been independently acquired or developed by the receiving party without violating its obligations under this Agreement or under any federal or state law.

28. **OPEN RECORDS**

Both parties understand that the City is bound by the Wisconsin Public Records Law, and as such, responses and contracts are subject to and conditioned on the provisions of the law. Contractor acknowledges that it is obligated to assist the City in retaining and producing records that are subject to Wisconsin Public Records Law, and that the failure to do so shall constitute a material breach of the Contract, and that the Contractor must defend and hold the City harmless from liability under that law. Except as otherwise authorized, those records shall be maintained for a period of seven (7) years after receipt of final payment under the Contract.

29. **OWNERSHIP OF CONTRACT PRODUCT.**

All of the work product, including, but not limited to, documents, materials, files, reports, data, including magnetic tapes, disks of computer-aided designs or other electronically stored data or information (the “Documents”), which the Contractor prepares pursuant to the terms and conditions of this Contract are the sole property of the City. The Contractor will not publish any such materials or use them for any research or publication, other than as expressly required or permitted by this Contract, without the prior written permission of the City. The grant or denial of such permission shall be at the City's sole discretion.

The Contractor intends that the copyright to the Documents shall be owned by City, whether as author (as a Work Made For Hire), or by assignment from Contractor to City. The parties expressly agree that the Documents shall be considered a Work Made For Hire as defined by Title 17, United States Code, Section 101(2).

As further consideration for the City entering into this Contract, the Contractor hereby assigns to City all of the Contractor's rights, title, interest and ownership in the Documents, including the right to procure the copyright therein and the right to secure any renewals, reissues and extensions of any such copyright in any foreign country. The City shall be entitled to the sole and exclusive benefit of the Documents, including the copyright thereto, and whenever required by the City, the Contractor shall at no additional compensation, execute all documents of assignment of the full and exclusive benefit and copyright thereof to the City. Any subcontractors and other independent Contractors who prepare portions of the Documents shall be required by the Contractor to execute an assignment of ownership in favor of the City before commencing work.

30. **FORCE MAJEURE.**

Neither party shall be in default by reason of any failure in performance of this contract in accordance with reasonable control and without fault or negligence on their part. Such causes may include, but are not restricted to, acts of nature or the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight

embargoes and unusually severe weather, but in every case the failure to perform such must be beyond the reasonable control and without the fault or negligence of the party.

31. **AUTHORITY.**

Contractor represents that it has the authority to enter into this Contract. If the Contractor is not an individual, the person signing on behalf of the Contractor represents and warrants that he or she has been duly authorized to bind the Contractor and sign this Contract on the Contractor's behalf.

32. **COUNTERPARTS, ELECTRONIC DELIVERY.**

This Contract may be signed in counterparts, each of which shall be taken together as a whole to comprise a single document. Signatures on this Contract may be exchanged between the parties by facsimile, electronic scanned copy (.pdf) or similar technology and shall be as valid as original. Executed copies or counterparts of this Contract may be delivered by facsimile or email and upon receipt will be deemed original and binding upon the parties hereto, whether or not a hard copy is also delivered. Copies of this Contract, fully executed, shall be as valid as an original.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties hereto have set their hands at Green Bay, Wisconsin.

CONTRACTOR:

(Type or Print Name of Contracting Entity)

By: _____
(Signature)

(Print Name and Title of Person Signing)

Date: _____

**CITY OF GREEN BAY, WISCONSIN
a municipal corporation:**

By: _____
Eric Genrich, Mayor

Date: _____

Approved:

By: _____
(Signature)

(Print Name and Title of Person Signing)

Date: _____

By: _____
(Signature)

(Print Name and Title of Person Signing)

Date: _____



Election Voter Outreach Campaign City of Green Bay Request for Proposal #3277



KW2Madison.com

2010 Eastwood Drive
Madison, WI 53704

608.232.2300



HVS Advertising Marketing

2021 S. Webster Ave.
Green Bay, WI 54301

920.430.5131

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SECTION 1

Agency Background

Thank you for your RFP regarding this very important topic. We understand the importance of Wisconsin citizens knowing what they need to do in order to have their ballot submitted in a timely and accurate way. It's also important that we communicate to all Green Bay's eligible voters that they have options and that they must act now to contribute to a successful general election. KW2 and HVS are proud to partner on this project.

About KW2

Every day since 1986, we have worked in public information and education. From our first client, Wisconsin Department of Transportation (WisDOT), for whom we were promoting safe driving practices, to one of our current clients (DHS) for whom we're communicating the benefits of a smoke-free environment, we know how to talk to the citizens of Wisconsin, and how to bring about change.

After 34 years, this full-service agency brings experience and capabilities that are exactly what public information and behavior change efforts require. We provide expert research, strategy, creative communications, media, digital communications, and public relations for our clients all under one roof. Our decades of public information and education strategies are effective because we are experts at matching our clients' objectives with what their audience truly values. We're proud of the impact we have had on the citizens of Wisconsin, and we would be honored to work on this project for The City of Green Bay.

KW2 is located in Madison, Wisconsin, and is a full-service marketing and communications firm, specializing in producing work that is strategic, creative, and effective. Our core team of 25 members delivers digital marketing and media services, web development, creative design, brand strategy and earned media. We have roughly 35 clients and our client mix is varied, but tends to fall into four major categories: public sector behavior change marketing, education, health, and business services. Because of our public sector work, we must follow strict codes of accountability and transparency, as we partner with clients to raise awareness, change behavior and help the citizens of Wisconsin lead better lives.

About HVS

HVS Advertising Marketing is a Green Bay based advertising and public affairs firm. The HVS team are experienced communicators who thoroughly understand and continue to shape the Midwest media landscape.

Flexible, adaptable and responsive describe the experienced team at HVS. Serving clients in the Midwest and Canada, HVS Advertising Marketing is a proven, integrated communications agency dedicated to the marketing success of their clients.

HVS's expertise is in media planning and buying, as well as public relations and public involvement. The HVS team assists its clients in defining their target audience and determining the most effective and efficient way to reach them, with reports that are reader-friendly and transparent. The staff at HVS is experienced in public outreach initiatives such as organizing news conferences and satellite media tours, as well as implementing stakeholder involvement programs for corporate or multi-modal transportation, planning, development and construction projects.

KW2-HVS Partnership

In 2008, HVS entered into a strategic partnership with agency KW2. Owned by Jennifer Savino and Andy Wallman, KW2 was awarded the contract for public outreach on the WisDOT Highway 41 Project. As the lead agency, KW2 worked with WisDOT staff to create the logo and branding for this mega-project, as well as the project website, brochures, TV ad campaigns, social media management and assorted other elements. HVS was brought in as a subcontractor to assist with public involvement and public relations outreach as well as copywriting and design for a project newsletter and project brief sheets. HVS is actively working on elements for the early stages of a new I-41 Project.

Together, HVS and KW2 specialize in work that is original, creative and effective. They know how to develop communication tools that not only create an emotive connection to our clients' brand stories, but also work to support their business or organizational objectives. HVS brings Green Bay expertise to the table and will be responsible for media planning, media outreach and execution. KW2 brings extensive voter information and education experience and will be responsible for planning, content and design, digital media planning and buying. Both agencies work seamlessly together and will provide one key client contact. KW2 will be the contract lead, with HVS as a subcontracting partner.

Similar Project Experience

Since we opened our doors in 1986, we have developed work similar to what you're requesting. Not only is 70 percent of our current work public information and education, but we have worked with over 120 non-profits over the years in our program called Goodstock. We have created campaigns and marketing materials that are similar to some of the issues you address in this RFP. We know how to move quickly, to pivot to changes in the conversation, and to be flexible as a communication partner.

KW2 competed in and won a competitive bid process in August 2019 for the Wisconsin Election Commission (WEC) to develop an information and education campaign regarding election security. After the COVID impact on the spring election, this work now includes voter information on absentee voting in person and by mail, plus information regarding polling place safety. All of the campaign assets, as well as content vetted by the WEC legal team would be made available to expedite timing to market.

KW2 developed voter outreach materials including:

- Six informational videos regarding the absentee voting process
- 25–30 social media posts
- Six web banners directing voters to deeper content and instruction
- Media fact sheets, Op-Ed pieces, media pitches and articles
- Updated content for Myvote.wi.gov
- Updated content for elections.wi.gov

KW2 also developed the “Bring it to the Ballot” voter ID campaign between 2012–2014 that is still being utilized today. Our approach to all election material is to make communication clear, concise, easy to read and understand, and can be utilized across election cycles.

KW2 also designed the Myvote.wi.gov website (The Elections Commission runs the current website) and provides updated voter information and revised copy/design based on usability testing.

HVS assisted with the design of communications vehicles to members in advance of the 2016 general election for the Wisconsin Education Association Council (WEAC)-Region 3. The voting kit at the heart of the campaign included:

- An information sheet regarding the dos and don'ts of working on the election
- Commitment cards
- Talking points about the candidates
- Posters, postcard and palm cards with information regarding early voting
- Non-candidate voting reminder table tents for teacher lounges
- Get Out The Vote (GOTV) activities and event

HVS also provided design services for the 2018 mid-term elections for the Champions of Green Bay Public Schools. Champions of Green Bay Public Schools is the parent/community organization created to support, promote and facilitate information to the community regarding the Green Bay Area Public Schools. One aspect of Champions is community support for the Green Bay Area Public School District (GBAPS) referendum activities. Champions is the community outreach arm for the last three successful GBAPS referenda. HVS assisted Champions in the following ways:

- Worked with the Champions team on their strategic media/outreach plan for the past three GBAPS referendums
- Created the logo and website
- Created all graphic materials: posters, flyers, materials in multiple languages (Spanish, Hmong), window signs, billboards, and all handouts
- Created, produced and placed radio media
- Created, produced and placed digital media
- Helped develop and implement media outreach plan

Your KW2/HVS Team



Jennifer Savino

Title: Vice President/Co-Owner

Role on team: Planning, account supervising, message planning.

Experience: Jennifer supervises KW2 Account Services employees and works closely with the account team to oversee all initiatives. She also contributes deep research, strategic messaging, and providing clients with a solid foundation to communicate powerful and effective communications. Jennifer was involved in both the Bring it to the Ballot campaign and the recent Voter Information and Education campaign developed by WEC.



Sam Hutchison/HVS

Title: Agency Partner, Creative and PR Director

Role on team: Strategic Planning | Public Relations

Experience: Sam grew up in broadcasting, studied journalism and learned to write on deadline in the newspaper business. He is responsible for day-to-day operations of HVS with Doug Hutchison, and handles strategic planning and public relations initiatives for select clients, including the Wisconsin Department of Transportation I-41 Project, the LPGA/Symetra Tour Event at Sweetgrass and the All-Canada Show.



Doug Hutchison/HVS

Title: Agency Partner, CFO, Media Manager

Role on team: Broadcast Media Planner-Buyer

Experience: Doug knows the Green Bay media landscape well and has years of experience planning and placing media in this and other markets for local and regional clients. An organized planner and skilled negotiator, Doug is an excellent advocate for the clients he represents, including Gandrud Auto Group, the Island Resort & Casino, Sweetgrass Golf Club, Sage Run Golf Club, Pine Mountain Resort and the Four Seasons Island Resort.

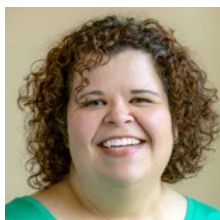


Isabel Brinker/KW2

Title: Associate Account Manager

Role on team: Support on day-to-day account management

Experience: Isabel works on a variety of higher education and private sector clients, handling day-to-day project management and ensuring things run on time and on budget. Some of her clients include First Choice Dental, Wisconsin Public Television and various UW-Madison colleges and departments.



Elizabeth Jones/KW2

Title: Associate Creative Director & Copywriter

Role on team: Lead writer, creative director

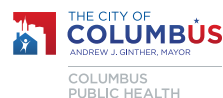
Experience: Creative team management, brand stewardship, concept, content, and asset development. She works on public information and education campaigns every day and brings rare strategic and creative strengths to everything she touches. She is the lead writer on WEC and has spent the past 6 months developing voter information.



SECTION 2

Examples of Voter Outreach Campaigns

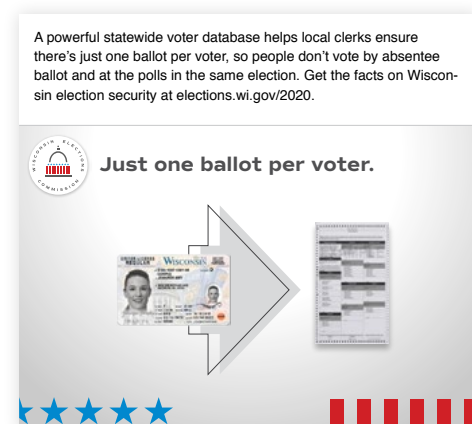
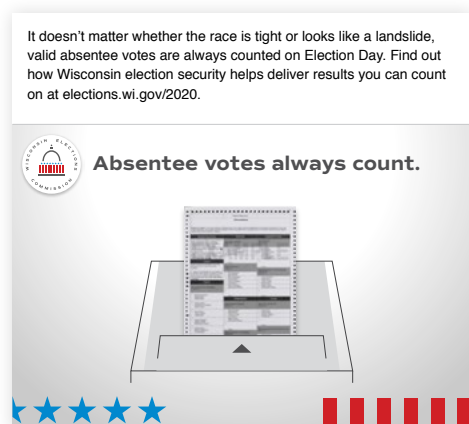
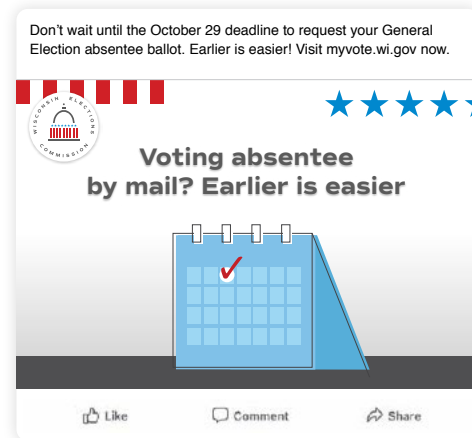
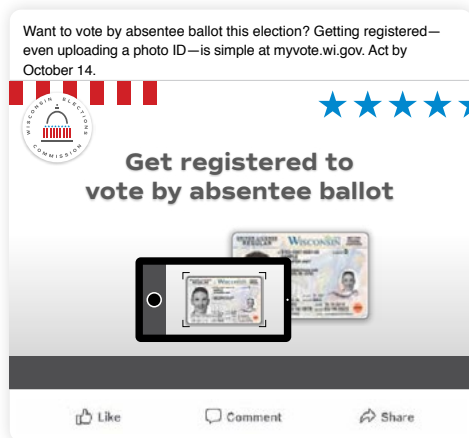
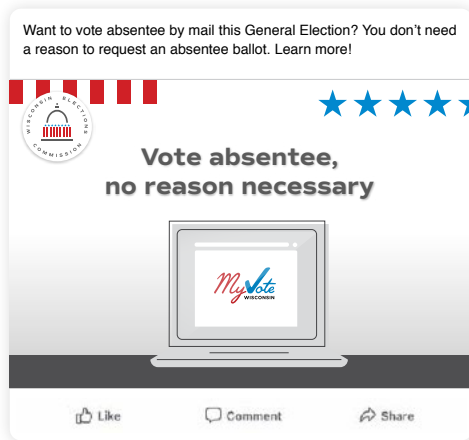
Our proven approach to public information and education marketing has shaped more than 100 government and public health campaigns and improved the lives of millions. Here is a sampling of some of our current and past clients:



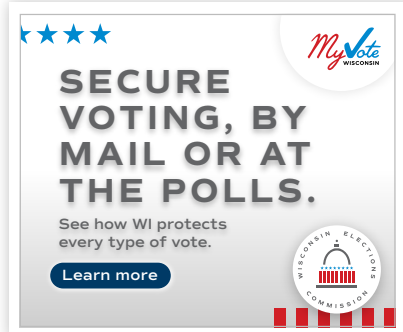
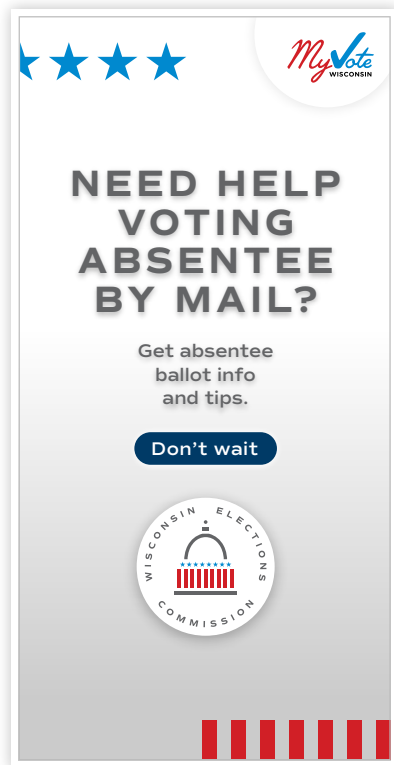
KW2 has developed voter information and education materials since 2012. The following shows work for WEC, which will be shown to clerks across the state on Sept. 11.

Wisconsin Election Commission Voter Information and Education Campaign Examples

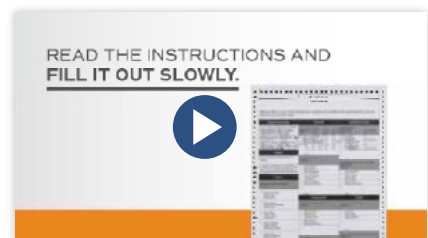
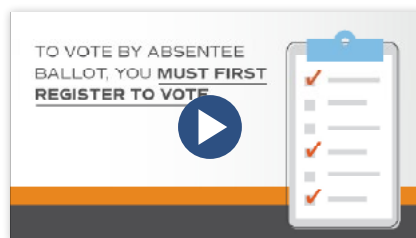
Social Posts



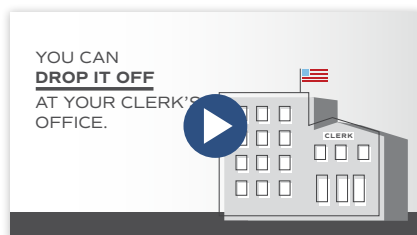
Website Banners



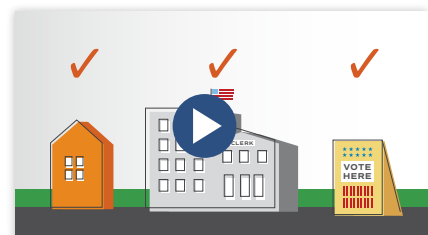
Videos



<https://tinyurl.com/fillingitout>



<https://tinyurl.com/countingthem>



Bring it to The Ballot

Print Ad

WISCONSIN DRIVER LICENSE

SPEAK UP. BUT FIRST, SAY CHEESE.

Now you need an acceptable photo ID to vote in Wisconsin. Most people already have one. If you don't, head to the Division of Motor Vehicles for a free Wisconsin state ID. Just bring proof of name and date of birth, Wisconsin residency, US citizenship and proof of identity. Get your free ID today, and remember to bring it when you vote.

BRING IT TO THE BALLOT

For DMV locations and a list of documents you can use, BRINGIT.WISCONSIN.GOV | [1.866.VOTE.WIS](tel:1866VOTEWIS)

Sponsored by the Wisconsin Elections Commission

Poster

BEFORE YOU PICK A CANDIDATE, PICK A CARD.

Now you need to show an acceptable photo ID—like a Wisconsin driver license, military ID, or free Wisconsin state ID card—before casting a ballot in the next election. There are other forms of ID you can use. Pick yours, and remember to bring it when you vote.

BRING IT TO THE BALLOT

To find out if your ID will work at the polls, BRINGIT.WISCONSIN.GOV | [1.866.VOTE.WIS](tel:1866VOTEWIS)

Sponsored by the Wisconsin Elections Commission

Online Ads

BRING IT TO THE BALLOT

How do I get a free state ID card?

REMIND YOUR FRIENDS TO BRING THE RIGHT ID TO VOTE.

[Find out more. >](#)

BRING IT TO THE BALLOT

Wisconsin Elections Commission

REMIND YOUR FRIENDS TO BRING THE RIGHT ID TO VOTE.

[Find out more. >](#)

BRING IT TO THE BALLOT

Wisconsin Elections Commission

How do I get a free state ID card?

[Find out more. >](#)

BRING IT TO THE BALLOT

Wisconsin Elections Commission

Palm Card

WISCONSIN DRIVER LICENSE

SPEAK UP. BUT FIRST, SAY CHEESE.

Most people already have the photo ID they need to vote in the next election. If you don't, get a Wisconsin state ID card for free at your nearest Division of Motor Vehicles. You just need a few papers, like a certified birth certificate, Social Security card and a utility bill. There are several different documents you can use. So get your free ID today and remember to bring it when you vote.

BRING IT TO THE BALLOT

For DMV locations and a complete list of documents, BRINGIT.WISCONSIN.GOV | [1.866.VOTE.WIS](tel:1866VOTEWIS)

Sponsored by the Wisconsin Elections Commission

Bus King

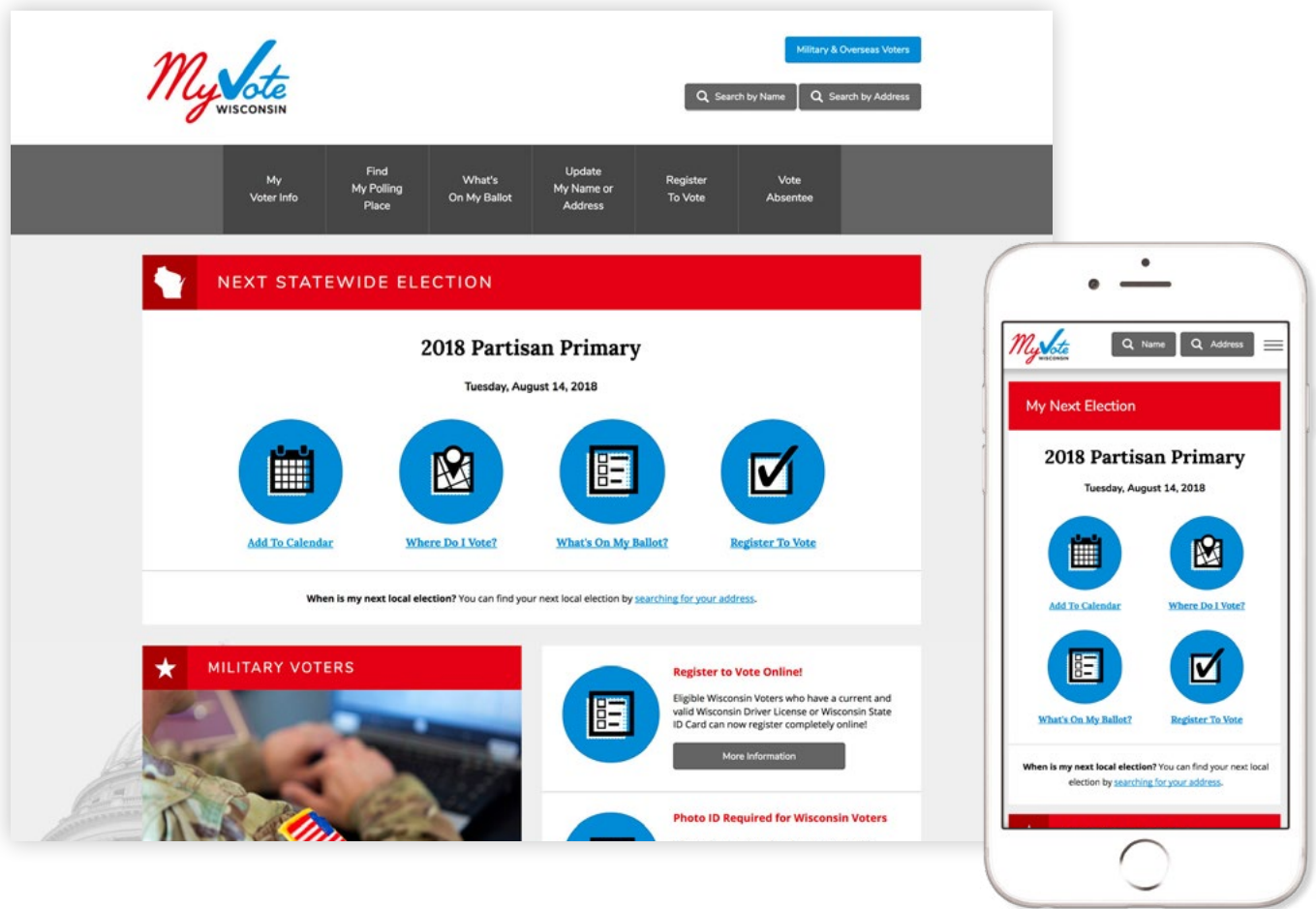
YOUR ID. YOUR VOTE.

BRINGIT.WISCONSIN.GOV | 1.866.VOTE.WIS

To get text alerts about the election, text **"MKE Vote"** to **468311**

BRING IT TO THE BALLOT

Sponsored by the Wisconsin Elections Commission and Milwaukee County Election Commission





SECTION 3

Our Approach

Various studies have shown that people need to see a message six to seven times in a variety of ways before they are moved into action. Different age groups receive information in different ways. To move the various citizen groups to action, KW2-HVS propose to access a unique mix of media formats to reach the target audience(s) and deliver the message multiple times to get as many eligible voters as possible with correct information to the voting process this election and to access their ballot correctly on or before Nov. 3, 2020, in the safest and most efficient manner.

In our planning process, we will make recommendations to all of these items and provide multiple budget levels. We do know we'll be competing with election media supply, so media cost would be higher than other times of the year. We are accustomed to working with all budget levels, and making the most effective and efficient buys possible. We show options of budget levels, and results from those budget levels, so that we can work with the funds allocated and everyone is aware of what that budget level delivers.

We will follow the format presented in the RFP:

Task 1—Kickoff meeting

Task 2—Formulate a voter outreach program

Task 3—Enact the outreach program

Task 4—Wrap up and evaluate

Recommendations

The following are preliminary recommendations. These may change once we have a client kickoff meeting to solidify the goals, strategy, audience and desired timing. We envision creating new material, however, we do have access to the WEC voter campaign information that has content already vetted by the WEC team, which will help in getting information to voters more quickly.

Direct Mail

Direct mail provides a tangible, viewable communication piece that voters can refer to repeatedly for the information necessary for them to participate in the voting process. These pieces can be used to redirect people who like to use online services to websites but it will also deliver information to voters uncomfortable with electronic media. The audience of eligible and registered voters is defined, and it makes sense to reach out to each of them directly via mail.

Timing may make this problematic or impossible. We have a short window in which to create the direct mailer and have it approved, and the mail fulfillment providers as well as USPS will be inundated with a deluge of election campaign mail pieces. That said, we have included two postcard mailings in the plan, knowing that one or both of the mailings could be scrubbed if we run out of time.

The first postcard would be delivered to eligible voters (assuming we are able to access this list) who are not already registered to vote (approximately 19,000 as of this writing), arriving in homes by Monday, Oct. 12. It would alert voters to the deadline date of Oct. 14 as the last day to register to vote by mail. It would also have other voting information and available resources for help.

The second postcard would be delivered to all eligible voters a week later (Monday, Oct. 19). This is just before the 20th, which is the first day municipal clerks can offer in-person absentee voting in their office or satellite location. This piece would be more targeted to the locations for voting and the specifics of contacting those offices.

Public Relations

The public relations efforts are a key component of our campaign. HVS has a longstanding working relationship with the media outlets in Green Bay, and we know local news organizations are committed to covering the lead-up to the election and Election Day itself. We will facilitate the flow of accurate information from the city of Green Bay as well as other trusted partners and Wisconsin election officials. These relationships will be used to create the best possible media partnerships for the *Wisconsin Safe Voting Plan* to deliver accurate, timely and important information to the voters of Green Bay. We would begin immediately upon contract signing to research and write copy and talking points.

Media outreach would begin around Oct. 1, when we invite local news organizations to a kickoff press event, on or around Oct. 7. The press event will allow us to call attention to the outreach that the *Wisconsin Safe Voting Plan* grant has enabled, and afford the opportunity to explain to local media outlets what is planned and how they can benefit from the information provided.

Copy and talking points would be built around a “Countdown to a Safe Election Day,” with specific copy and talking points for each day. This could be the basis of the social media and digital creative, as well as material for the daily coverage of election activities. For example, we may call out Oct. 12 as 22 days out from the election, which also marks Indigenous Peoples Day. Perhaps we would highlight what the Oneida Nation has planned for the election (some tribal members live within Green Bay city limits). Or it may be Oct. 14, which is 20 days out from the election, and the last chance to register to vote by mail. We will have something specific for every day from when the campaign starts until Election Day.

We will look for and take advantage of opportunities to have an election spokesperson in the media delivering the message. HVS’s campaign staff will create, pitch and coordinate these media activities.

Digital Media

With our truncated timeline, the immediacy of social media and digital advertising will be a key channel for us to deliver the campaign messages. Once we have budget parameters from our planning section, we will provide detailed digital media recommendations. We also recommend utilizing “owned” social media spaces from the Clerk’s office and the Mayor’s office, if available. We will create assets that can be used for owned and paid media.

Initially we are recommending placing ads in the following channels, budget dependent:

Social media ads

- Facebook (in-feed ads)
- Instagram (story ads)
- Pinterest (promoted pins)

Local news online display

Streaming audio

Social ads perform best when telling a story and providing relevant information to the intended audience. The ads are in a format that the audience viewing them is highly familiar with and tends to engage with. Recall of ads on Facebook and Instagram is higher than other platforms, and millennial audiences are among the most highly engaged audience segments on Pinterest.

Online display adds cost-efficient reach and broad appeal awareness. Online display ads are highly cost-efficient, and with local news and voting content we will be able to reach a majority of eligible voters. News programming display ads will align with highly relevant and engaging content to encourage voters to learn more when they are already in that mindset.

KW2 recommends purchasing streaming audio ads on podcasts and music content via top streaming audio publishers. Streaming audio ads function as a digital alternative to supplement more costly terrestrial radio ads. Streaming audio use is most prevalent among younger adult audiences, and older millennials (30+) over index for podcast listenership. Spotify, Pandora and iHeart streaming audio platforms reach more than 90 percent of millennials nationwide. Although engagement with ads is not expected, the streaming audio audience is highly tuned-in to the content they are listening to.

Radio Advertising

Radio advertising will also be an important channel to deliver key messages about voting in Green Bay. Additionally, radio spots will be created using local personalities/community leaders encouraging people to act quickly to make their vote count seamlessly. This is an effective means to reach diverse communities within Green Bay with high credibility. Although it is part of the PR campaign, there will be opportunities for *Wisconsin Safe Voting Plan* spokespeople to be interviewed on radio stations throughout the campaign.

We suggest a campaign that starts on Oct. 5 and runs through Nov. 3. We would create 30/60-second radio ads that would run on the radio stations with the highest 18+ audience totals in the Green Bay Metro area. The message would change at key milestone dates during the campaign:

- October 14: Last chance to register to vote by mail.
- October 15–November 1—During this closed registration period, voters must register to vote in their municipal clerk’s office or at a satellite voting location run by their municipal clerk.
- October 20: First day municipal clerks can offer in-person absentee voting in their office or satellite location.
- Prior to November 3—Know your polling location.

All radio ads would drive home the message informing people to how to safely vote while providing guidance on where they can get their detailed questions answered.

Radio stations we propose to include in this campaign are:

Call letter	Frequency	Format
WIXX	FM 101.1	Contemporary Hits
WNCY	FM 100.3 (Y-100)	Country
WAPL	FM 105.7 (Rockin' Apple)	Rock
WTAQ	AM 1360 / FM 97.5	News/Talk/Info
WKSZ	FM 95.9 (KISS-FM)	Contemporary Hits
WOGB	FM 103.1	Classic Hits
WQLH	FM 98.5 (Star 98)	Hot Adult Contemporary

Outdoor (billboard) Advertising

We like the immediacy of outdoor billboards, and the creative flexibility and shorter production times with electronic billboards. This would be dependent on budget and availability of inventory.

Posters

Printed posters would show the voting locations and the deadlines for all of the safe voting options. These posters would be available throughout the city. These posters would also be available electronically for the Public Library system and other companies and corporations to post in their businesses and put on their websites and company Facebook pages. HVS would work with the Green Bay Chamber of Commerce to contact all of the businesses and neighborhood organizations for distribution of these materials. Printed posters would also be created for all of the public and private high school buildings and colleges in the Green Bay metro area along with a plan for distribution of information regarding voter registration for 18-year-old students. HVS would work with voter registration groups on these opportunities.

Timing

We are basing our timing on key election dates (posted by WEC); however, we will do everything in our power to develop work quickly so that voters can act as soon as possible. We want to build our media timing with these key election dates in mind. We will work out a confirmed timing strategy with the Green Bay Clerk's office.

September 17—Deadline for Wisconsin's city, village and town clerks to mail absentee ballots for November 3 to registered voters with requests on file.

October 5—Tentative advertising start date.

October 7—Tentative date for campaign kickoff press event.

October 14—Last chance to register to vote by mail or online.

October 15–November 1—During this closed registration period, voters must register to vote in their municipal clerk's office or at a satellite voting location run by their municipal clerk.

October 20—First day municipal clerks can offer in-person absentee voting in their office or satellite location.

October 27—Practical deadline for voters to return their mail absentee ballots to their clerk's office. USPS recommends allowing 1 week for a ballot to be delivered to a clerk's office. After this date, voters are recommended to find other options for returning their absentee ballots (i.e. deliver to clerk's office, secure drop box if provided, or bringing it to assigned polling place/central absentee counting location by 8pm on Election Day). We are recommending 2–3 weeks prior preferred.

October 29—Legal deadline for most voters to request an absentee ballot by mail (regular and permanent overseas voters). Officials say it's unrealistic for any voter to wait this late to request an absentee ballot and expect to receive it in time to return by Election Day.

October 30—Deadline to request absentee ballot by mail for those indefinitely confined.

October 30—Final day to register to vote at your municipal clerk's office.

November 1—Last day clerks can offer in-person absentee voting in their office/satellite location. Most clerks only offer absentee voting in their office until Friday, Oct. 30. Office hours vary.

November 3—Election Day. Voters returning an absentee ballot to their assigned polling place/absentee central counting location must get it there by 8 pm.

Evaluation

We value data collection because it allows us to learn in nearly real time how a campaign is performing, and it gives us the tools we need to prove efficacy and efficiency to our clients. We understand the importance of data when it comes to state and federal taxpayers' dollars and state funding.

We know from the RFP that data gathering is important, but we will also work with your team to determine measurable factors, like social media mentions and activity and general qualitative feedback from local election workers.

To supplement the quantitative data, KW2 anticipates gathering the following data for this effort:

- Website visits, pages visited and time on-site for all relevant websites managed. We will work with your team to determine what goals are relevant in terms of website behavior.
- Banner ad clicks, with specific data tracking the source (the website), specific creative elements and impressions earned. We will use industry benchmarks to determine KPIs.
- Paid search click-through rate and CPIs
- Online video impressions, full-video views and clicks (if video is utilized)
- Online radio impressions and clicks
- Social media follower changes over time, likes, comments, shares (re-tweets, etc.) and reach/impressions for both paid and unpaid efforts
- Impressions, clicks and rankings for any paid search efforts
- Number of community organizations reached and level of communication through each group
- Earned media placements, in terms of impressions and message
- Intended audience reach, frequency, impressions
- Social media monitoring reports

In addition, KW2/HVS will provide insights and recommendations whenever such data reports are requested. Our team's greatest value is in the insight we put into our data reports, and the positive change that can come from learning from past data. We see the measurement of any campaign as an ongoing process; we measure, adjust, measure and adjust in order to provide the most effective tactics to reach our intended audiences.



SECTION 4

Required Paperwork

Presidential Election Voter Outreach Campaign RFP #3277

RFP Issued August 25th, 2020. Vendor Responses Due September 11th, 2020

Key Scoring Areas	Possible Points	KW2/HVS Advertising	National CineMedia
Organizational Capabilities	30	30	5
Staff Qualifications	25	23	5
Proposal Requirements	15	13	1
References	10	10	10
Price	20	20	19.99
Total score:	100	96	40.99

2020-09-24 CTCL supporting doc

From: Tiana Epps-Johnson [<mailto:tiana@techandcivicliflife.org>]

Sent: Monday, September 14, 2020 6:02 PM

To: Kris Teske <Kris.Teske@greenbaywi.gov>

Cc: Whitney May <whitney@techandcivicliflife.org>; Dennis Granados <dennis@techandcivicliflife.org>

Subject: Supplementary request approved - CTCL COVID-19 Response Grant

Dear Kris,

I'm delighted to share that the Center for Tech and Civic Life has approved a supplementary grant to support Green Bay's Safe Voting Plan at the full amount requested: \$522,200.

Dennis, cc'd, will follow up with a draft grant agreement for your review.

All the best,
Tiana

On Wed, Sep 9, 2020 at 10:48 AM JotForm <noreply@jotform.com> wrote:



CTCL COVID-19 Response Grant Application

Who is completing
this grant
application?

Kris Teske

What is your title?

Green Bay City Clerk

Please select the
state and office (or
official) you are
applying on behalf
of.

Wisconsin ; Municipal Clerk

What type of
jurisdiction are you
submitting an
application on behalf
of?

City

City Name

Green Bay

I certify that I am
permitted to submit

Yes

this grant request on behalf of the jurisdiction listed above.

Your initials kt

Today's Date 09-09-2020

What number can we reach you at during business hours? (920) 448-3014

Office Mailing Address Street Address: 100 N. Jefferson St., Room 106
City: Green Bay
State / Province: WI
Postal / Zip Code: 54301

What is the email address you use for work? kris.teske@greenbaywi.gov

Share a link to an official government page that contains your bio or lists you in a staff directory <https://greenbaywi.gov/196/Clerk>

How many active registered voters does your jurisdiction have as of September 1, 2020? 53423

Approximately how many full time staff (or equivalent) do you have on your team? 5

What is your jurisdiction's total budget allocated to elections this fiscal year as of September 1, 2020? 329818.00

Please upload a copy of your current [Budget Website-Under Administration.docx](#)

elections budget	
Please upload a W-9 for your jurisdiction	2020-SIGNED-W-9.pdf
For which public purposes will your jurisdiction use grant funds?	Polling place rental and cleaning expenses for early voting or Election Day Temporary staffing
Will acceptance of this grant require a vote of approval by your local legislature, council, or board?	No
Title of Individual Signatory or Name of Signatory Body	Mayor
Name of Individual Signatory (if applicable)	Eric Genrich
How did you hear about this grant opportunity?	Center for Tech and Civic Life (CTCL)

You can [edit this submission](#) and [view all your submissions](#) easily.

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Tiana Epps-Johnson | Founder & Executive Director, [Center for Tech and Civic Life](#)
| tiana@techandciviclelife.org | she/her

To: Center for Tech and Civic Life

From: [Name of Elections Director or Relevant Official]

Date: [Insert date submitted]

City of Green Bay Safe Voting Plan

Overview

City of Green Bay faces significant challenges in executing the November 3, 2020 general election.

Specifically, City of Green Bay faced long lines in April. Many polling locations backed out and only 19 of the 280 poll workers agreed to work.

For the general election, the number of **total registered voters is expected to be between 53,000 and 58,000** casting ballots split between the two modes of voting. This document offers an assessment of resources needed for City of Green Bay to safely and thoroughly prepare for the general election.

A preliminary budget overview estimate on top of what is already available to the City is as follows:

Absentee Ballot Assembly and Processing Equipment-3 Envelope Openers	\$13,000
Early Voting Sites and Ballot Drop-off Options \$35,000 Staff – Absentee Ballot Collection and Outreach	\$35,000
In-person Voting at Polling Places on Election Day- Signs for the tables-\$3,000 50 Voting Booths-\$10,000 46 Locking supply carriers-\$9,200 46 Laptops and printers for the polling location \$216,000 4 Hand Carts \$1,000	\$239,200
Secure Dropboxes and related needs	0
46 EZ carts (to lock election supplies & electronic equipment the night before at the polling locations) \$115,000 2 Lift Trucks (City doesn't have lift trucks to be able to have EZ carts-setup crew lift all supplies and equipment now) \$120,000	\$235,000
Total	\$522,200



Needs Assessment & Costs

The following sections outline initial details of the operation and costs associated with each of the aforementioned categories.

Absentee Ballot Assembly and Processing Equipment

For the November elections, we anticipate absentee-by-mail turnout to be somewhere around 30,000. Automation will be critical to efficiently and accurately manage ballot envelopes and ballots in weeks leading up to Election Day and in the canvassing process afterwards. To that end, the following is needed:

- **Personnel:** We currently have 50 hired to tabulate absentee-by-mail ballots. Due to the number of ballots we anticipate receiving for the November general election, we will need to hire an additional 8 for drop box collection, 2 Voter Navigators, and more to answer phones.
- **Outreach Materials:** To promote absentee by mail and early voting ahead of the November election by sending Voter Navigators and local groups to promote absentee voting and registrations drives.
- **Processing Equipment:** To process absentee by mail ballot, we request \$13,000 for envelope openers.

	<u>Total cost</u>	<u>Units</u>	<u>Unit costs</u>
Personnel	\$35,000	#	\$#
Outreach materials	\$	#	\$#
Equipment-3 Env. Openers	\$13,000	#	\$#
Total	\$48,000		

Early Voting Sites and Ballot Drop-off Options

City of Green Bay plans to have 1 full-time early voting location, 1 outreach location (registration drive location-run by a local group), and 0 mobile voting precincts for November.

These must be sufficiently staffed with 3+ for the registration drive to limit worker turnover, handle a surge in voters before polls open, and manage sites in a pandemic environment. **It will cost \$20,000.**

Secure Dropboxes

In the primary, we had 1 secure dropbox installed. Installing an additional **5 secure dropboxes, 6 in total** will help ensure that voters have some opportunity to return their ballots if it may be too late to send via USPS. In addition to equipment costs and cameras, 8 staff will be needed to pick up deposited ballots and monitor drop-off boxes. **For a cost of \$15,000.**

In-person Voting at Polling Places on Election Day

City of Green Bay is committed to working to secure many fully-staffed polling places on election day. For the primary, we lost 31 of Election Day polling locations of 31 planned locations but secured 2 high school gyms. In the General, we are committed to securing **16 in person polling locations on Election Day.**

In order to staff these locations, the city will hire 0 to handle recruitment and retention of poll workers, which are key to a smooth, in-person operation. This includes paying a NA on election day.

Additionally, the city will buy (see below) for polling locations at a **total cost of \$474,200.**

	<u>Total cost</u>	<u>Units</u>	<u>Unit costs</u>
Worker Hazard Pay	\$#	#	\$#
Poll Worker PPE	\$#	#	\$#
Personnel Costs	\$#	#	\$#
Signs for the tables- \$3,000 50 Voting Booths-\$10,000 46 Locking supply carriers- \$9,200 46 Laptops and printers for the polling location \$216,000 4 Hand Carts \$1,000 46 EZ carts (For security to lock election supplies & electronic equipment the night before at the polling locations) \$115,000 2 Lift Trucks (City doesn't have lift trucks to be able	\$474,200	#	\$#

to have EZ carts-setup crew lift all supplies and equipment currently) \$120,000			
Total	\$474,200		

Conclusion

The investments outlined above will allow City of Green Bay to reduce the risk of exposure to coronavirus for voters, election staff and poll workers; identify best practices; innovate to efficiently and effectively educate our residents about how to exercise their right to vote; be intentional and strategic in reaching our historically disenfranchised residents and communities; and, above all, ensure the right to vote in a diversity of communities throughout the county. Thank you for the opportunity to submit this request.