

**CONTRACT FOR SERVICES  
CITY OF BISBEE**

**MARKETING, BRAND AND WEBSITE SERVICES FOR THE CAMP NACO  
PROJECT/NACO HERITAGE ALLIANCE**

**THIS CONTRACT** is made this 4<sup>th</sup> day of April, 2023, by and between the City of Bisbee (hereinafter “the City”) and Mark Costa Design (hereinafter “the Contractor”). Contractor and City may hereinafter be referred to individually as a “Party” or collectively as the “Parties.”

**WHEREAS** the City is in need of certain services, as more particularly specified in the Notice of Solicitation designated as the “Marketing, Brand and Website Services” and as incorporated herein by reference; and

**WHEREAS** the Contractor has offered to perform the proposed work in accordance with the terms of this Contract;

**NOW, THEREFORE**, in consideration of the promises and covenants stated herein, **IT IS HEREBY AGREED THAT:**

1. The Contractor promises and agrees to perform the work and to provide the services as described in the “Notice of Solicitation” and the “Specifications, Scope of Work or Requirements,” each of which is incorporated herein by reference. This work shall be provided in a good and competent manner, and to the satisfaction of the City, or its designees. This work shall also be performed in a manner that is consistent with the “Standard Terms and Conditions, City of Bisbee Contract,” which are incorporated into this Contract by reference, and any special terms and conditions which may be attached to this Contract.
2. The Contractor further agrees to provide all of the services required by this Contract in a complete and acceptable form, as is customarily provided according to professional standards applicable to completion of this type of service work.
3. This Contract shall remain in effect for a period from April 4, 2023 through April 4, 2027 unless otherwise terminated as provided for herein.
4. The City will compensate the Contractor for its performance, and the Contractor agrees to accept as complete payment for such full performance, a sum not to exceed **\$22,500 for Pricing Matrix Activities – Marketing Analysis, Brand Identity, Website Development and Marketing Plan in year 1 plus annual maintenance cost estimated at \$3,000 for year 2, 3 and 4.** Additional marketing services requested in addition to the four main activities will be billed separately at **\$50/hr. through December 31, 2023.** Subsequent years will through 2027 will be billed at **\$50/hr. plus any cost-of-living increases.** The City shall have the right to reject all or any work or work product submitted under this Agreement which does not meet the required specifications. In the event of any such rejection, the Contractor agrees to promptly remedy any and all

deficiencies. No compensation shall be due for any rejected work until such deficiencies have been corrected, and corrected at the Contractor's sole cost.

5. Payment shall be made by the City to the Contractor on the basis of invoices detailing the work included within each billing period, exclusive of the payment of 25% due upon Project Activity start. The Contractor's billing period shall be on a monthly basis.
6. Termination. This Contract may be terminated by either Party upon 60 days written notice.
7. E-verify Requirements. To the extent applicable under Arizona Revised Statutes ("A.R.S.") § 41- 4401, Contractor and its subcontractors warrant compliance, and are contractually obligated to comply, with all federal immigration laws and regulations that relate to their employees and their compliance with the E-verify requirements under A.R.S. § 23-214(A) ("Immigration Warranty"). Contractor's or its subcontractor's failure to comply with Immigration Warranty shall be deemed a material breach of this Agreement and may subject Contractor to penalties up to and including termination of this Agreement at the sole discretion of the City. The City retains the legal right to inspect the papers of all the Contractor personnel who provide services under this Agreement to ensure that the Contractor or its subcontractors are complying with the Immigration Warranty. The Contractor agrees to assist the City in regard to any such inspections. The City may, at its sole discretion, conduct random verification of the employment records of the Contractor and any subcontractor to ensure compliance with the Immigration Warranty. The Contractor shall assist the City in regard to any random verification performed. Neither the Contractor nor any subcontractor will be deemed to have materially breached the Immigration Warranty if the Contractor or subcontractor establishes that it has complied with the employment verification provisions prescribed by Sections 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. § 23-214 (A).
8. Boycott of Israel. Pursuant to A.R.S. § 35-393.01, Contractor certifies that it is not engaged in a boycott of Israel as of the effective date of this Contract, and agrees for the duration of this Contract to not engage in a boycott of Israel.
9. Conflict of Interest. This Contract is subject to the Conflict of Interest provisions of A.R.S. § 38-511, as amended.
10. Funding: Any contract entered into by the City of Bisbee is subject to funding availability and the approval of such funding by the City Council. The Parties acknowledge and agree that this Contract is specifically for the purposes of carrying out the duties and obligations of the City in accordance with the Grant and is subject to the receipt and payment of grant funds from the Mellon Foundation for the Services performed by the Contractor. If the Grant source of funds is terminated or otherwise unavailable, the City shall have the right to terminate this Agreement.
11. All notices, invoices and payment shall be made in writing and may be given by personal delivery or by mail. The names and addresses of the designated recipients for such notices, invoices and payments are as follows:

TO CONTRACTOR:

Mark Costa  
Mark Costa Design  
7914 North Frontier Road  
McNeal, AZ 85617

TO CITY:  
City of Bisbee Finance  
Accounts Payable  
76 Erie Street  
Bisbee, AZ 85603

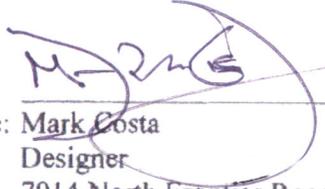
12. Drafting. The provisions of this Contract shall be deemed prepared or drafted by any one Party or its attorneys and shall not be construed more strongly against either Party.
13. Counterparts. This Contract may be executed in any number of counterparts, all such counterparts shall be deemed to constitute one and the same instrument, and each of said counterparts shall be deemed original hereof.
14. Nondiscrimination: Contractor shall not discriminate against any person on the basis of race, religion, color, age, sex, disability, or national origin in the performance of this Agreement, and shall comply with the terms and intent of Title VII of the Civil Rights Act of 1964, P.L. 88-354 (1964), and with the American with Disabilities Act of 1990. In addition, shall include similar requirements of subcontractors in any contracts entered into for performance of obligations under this Contract.
15. Incorporation of Laws: If there is any federal law or regulations that is applicable under the terms, conditions and obligations of the Grant, such laws or regulations shall be incorporated herein.
16. Choice of Law and Venue: This Contract shall be governed by the laws of the State of Arizona as to validity, interpretation and performance. Any judicial proceeding or other legal action relating to this Contract shall be filed in a court of competent jurisdiction in Cochise County, Arizona.

IN WITNESS WHEREOF, the duly authorized representatives of the parties have executed this Contractor as indicated below:

**APPROVED:**  
CITY OF BISBEE

By   
Stephen J. Pauken, City Manager

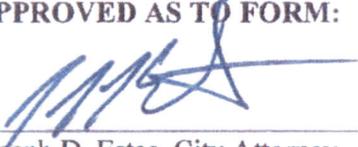
**APPROVED:**  
CONTRACTOR

By   
Name: Mark Costa  
Title: Designer  
7914 North Frontier Road  
McNeal, AZ 85617

**ATTEST:**

  
Ashlee Coronado, City Clerk

**APPROVED AS TO FORM:**

  
Joseph D. Estes, City Attorney  
Gust Rosenfeld, P.L.C

**March 21, 2023**

**Proposal for Marketing, Brand and Website Services for  
the Naco Heritage Alliance and the Camp Naco Project  
Duration - March 26, 2023 - March 26, 2024**

Thank you for considering Mark Costa Design for this project, one which is important to not only the future of tourism in and around the Naco/Bisbee area, but also the successful revitalization of the historic Camp Naco site. It is my pleasure to provide the following proposal to the City and the Naco Heritage Alliance (NHA).



**About Mark Costa:**

Raised in a sign making family, typography and layout were of particular interest to me. In college I began my graphic design career with an internship at a local print shop. After relocating to Savannah, GA. I worked for regional ad agency Emmett-Drew and national recruitment advertising agency Bayard. A few years later the opportunity to design books led me to Ithaca, NY and PenWorks Publishers. Throughout my career I have worked with independent clients to develop their brand identity and establish a visual marketing language with consistent communications.

A career pivot to the non-profit world in 2015 helped me gain experience with the unique challenges of fundraising, event coordination, marketing, web design and social media marketing. I integrated multiple facets of non-profit operations, including marketing the organizations mission and offerings, whether that be for sustainable entrepreneurship, arts and education, or vital healthcare. I look forward to the opportunity to continue my work with the Camp Naco Project.

**Client list Central New York region (Select visual examples in Appendix)**

- |                            |                               |
|----------------------------|-------------------------------|
| August Moon Spa            | Hospicare and Palliative Care |
| Ithacacash                 | Services*                     |
| La Tourelle Resort         | Finger Lakes Cheese Alliance* |
| PenWorks Publishers*       | Trumansburg Conservatory of   |
| PMI inc.*                  | Fine Arts*                    |
| Victoria Romanoff Fine Art | *staff designer-employee      |

**References**

- George Cook - TCFA Board President - [REDACTED]
- Kathy Leach - Chief Marketing Officer, Bond, Schoeneck & King [REDACTED]
- Nancy Zahler - Ulysses Town Supervisor (Ret) [REDACTED]

**Mark Costa**



**Mark Costa Design**

## **Outline of project goals:**

### **Overview**

Camp Naco is a cornerstone of the history of the Naco/Bisbee region, and represents an opportunity to not only preserve the existing structures, stories and history, but also to expand the facility to offer opportunities for the public to engage with history and the arts.

### **Marketing Analysis**

To better understand how Camp Naco is perceived in the minds of visitors & non-visitors we will need to document the current profile of Camp Naco visitors and supporters. By identifying key population segments to target for marketing campaigns, we can realize opportunities for increased visitation to and utility of Camp Naco.

### **Brand Identity**

Using the findings from the Marketing Analysis, we will review the current Camp Naco identity and its historical references, both social and military. By examining current advertising and public promotion of similar historical tourism destinations, we can better position the Camp Naco project and its image in the public eye. We will also identify key architectural and historical design elements to use in branding, and use those to develop a consistent visual identity for the project.

### **Website**

Working with the Planning Consultant and NHA members, we can identify similar website projects in the tourism and historical space. After creating a list of desired text and visual elements, we can determine essential organizational activities (onboarding, donations, blog, e-commerce, etc.) for implementation in site. Establishing third party software to integrate into website is also critical during the preliminary phase. The resulting website with desired functionality, meeting branding standards, can then be built and launched. Costs for third party licensing, subscriptions or other recurring costs are not included in this proposal.

### **Marketing Plan**

Developing a marketing plan consistent with the above findings to establish the brand and services is also a primary goal, with additional recommendations for marketing campaigns to promote programming and facilities usage/rental (Year 1 and beyond).

## **Process:**

### **Marketing Analysis - 6-8 weeks**

#### **Discovery**

- 1) Secure current electronic and physical mailing lists from NHA.
- 2) Gain admin access to Friends of Camp Naco social media pages, analyze follower data and trends, related pages.
- 3) Survey current visitors and supporters to determine interest in proposed activities.
- 4) Contact tourism based groups in Cochise County / State of Arizona and secure census data to gain current demographic and consumer data.
- 5) Catalog marketing activity of Bisbee Visitor Center, including print and online; assess for reach and effectiveness to prioritize future use.

#### **Completion**

- 1) Identify military, historical, architectural and special interest groups aligned with Camp Naco project.
- 2) Create profiles of current and potential potential visitors, market segmentation.
- 3) Identify potential marketing partners in the military / historic preservation / archaeological spaces.
- 4) Conduct SWOT research.
- 5) Generate marketing analysis using above data.

### **Brand Identity - 6-8 weeks**

#### **Discovery**

- 1) Conduct brainstorming, group meetings and interviews with NHA, major stakeholders and current supporters to refine the group vision into a cohesive graphic identity & organizational brand.

#### **Completion**

- 1) Development - Drawing from representative historical and architectural influences, as well as the collective vision of the future of the project, create the visual identity of the Camp Naco project. 2 logo options will be presented, refined to one version with 2 rounds of revisions. Additional revisions may delay the process and will be billed at an additional \$50/hr.
- 2) Standards - Document design requirements for multiple use case scenarios including print advertising, press releases and communications, online advertising, website and social media placement.

## **Process (continued)**

### **Website - Average Development Time - 10-12 Weeks to follow Brand Identity**

The NHA/Camp Naco currently has no website. Client requires a responsive website for both mobile and desktop environments. Site will be built without custom code. Using an integrated development and hosting platform (Duda.co) the proposed website will employ Amazon AWS for secure and reliable hosting. Targeted keywords will be used for search engines. An E-commerce page with payment processing will be created, and a donations portal will be implemented with a third party solution that has verified Duda.co integration.

#### **Preliminary - 2 Weeks**

Once branding is complete, Camp Naco/NHA/City provides initial text and required content: Identify required pages and outline basic structure of site, purchase domain (campnaco.org) and hosting through duda.co. Research and select third party integrations for processing donations, donor relationship management (DRM), payment processing, etc.

#### **Layout and Design - 3-4 Weeks**

Complete initial designs, colors and graphics for page templates, review with stakeholders. Two revisions to the initial design are included before development begins, if necessary. Additional revisions may delay the process and will be billed at an additional \$50/hr.

#### **Site Development - 3-4 Weeks**

Build pages using approved templates, implement donor relationship management (DRM) integration, format website content; test third party integrations, present final site.

#### **Review and Go Live - 2 Weeks**

Once site is review and content finalized; sign off on final site is received, launch the site. Maintenance is provided for the duration of the contract.

### **Please note the following website details:**

- Work described will be applied to campnaco.org and does not cover the existing historical site <https://camp-naco-agic.hub.arcgis.com/> or the City of Bisbee Camp Naco page <https://www.bisbeeaz.gov/2473/CAMP-NACO>.
- No membership integration or members only areas.
- No event ticketing.
- No event calendar integration.
- Website will include the necessary tags, structure and markup to meet basic (Level A) ADA requirements. Third party accessibility services (RE: AccessiBe) costs are not included in this proposal.
- No integrated newsletter - a third party solution should be used, either integrated with donor relationship management (DRM) or as a standalone solution (RE: Mailerlite, Mailchimp, Constant Contact).
- Website is assumed to be 10 total pages or fewer, additional pages will incur Additional Marketing Services rate of \$50/hr and may extend the project timeline.

## **Process (continued):**

### **Marketing Plan - 6-8 weeks to follow Marketing Analysis and preliminary website stage**

#### **Discovery**

- 1) Identify opportunities to establish new Camp Naco brand and detail restoration phases in the public eye, consistent with YR1 budget.
- 2) Identify potential organization sponsorships, collaborations, marketing activities and advertising placement to promote brand and future activities.

#### **Completion**

- 1) Document proposed future programming, events, rental and sales activities.
- 2) Develop a two year Marketing Plan (through March 2025) to target identified markets and to encourage tourism from selected geographic areas using print, web, search engine (PPC), paid social media and email/newsletter advertising.

### **Additional Marketing Services**

Using the marketing plan and brand identity as a guide and in conjunction with NHA, City and Camp Naco employees:

- 1) Design, create and implement web-based and print advertisement and promotional materials for marketing activities, awareness campaigns, programming, services and sales.
- 2) Create and deploy targeted paid social media campaigns consistent with marketing plan.
- 3) Develop methods to grow the Camp Naco electronic mailing list (in person and online).
- 4) Development of Camp Naco electronic newsletter to be distributed at regular intervals (ideally monthly).

Additional marketing services are in addition to the four main activities and will be billed separately at \$50/hr, on the first of each month for the duration of the contract.

## Pricing Matrix

Activity	Timeframe	Price
Marketing Analysis	6-8 weeks	\$6000
Brand Identity	6-8 weeks	\$5500
Website Development	10-12 weeks	\$8500
Marketing Plan	6-8 weeks	\$2500
<b>TOTAL</b>		<b>\$22500</b>

Website hosting, maintenance and e-commerce integration services (for up to 100 items) are covered by this agreement through the contract duration. After March 26, 2024, yearly cost is estimated at \$3000, payable on March 26 of the beginning of each year of service. Costs will be reviewed in February for price adjustments for the upcoming period of service.

NOTE: The above schedule does not include 3rd party licensing, subscriptions or other recurring costs. Only website hosting, maintenance and e-commerce integration services using Duda.co for the contract duration are included.

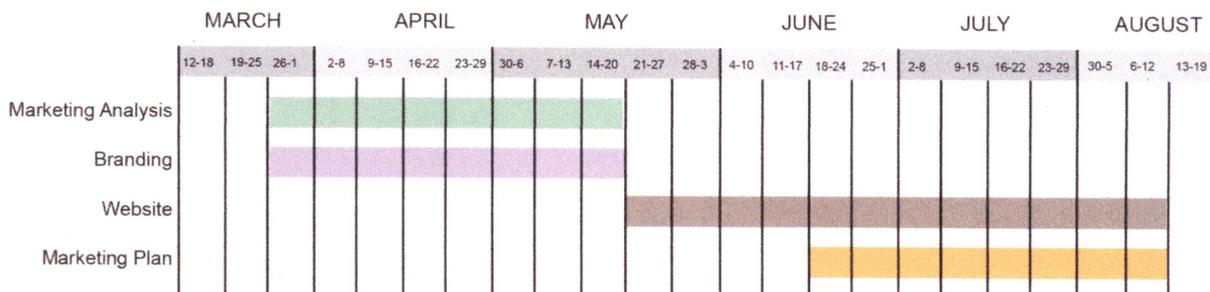
## Payment

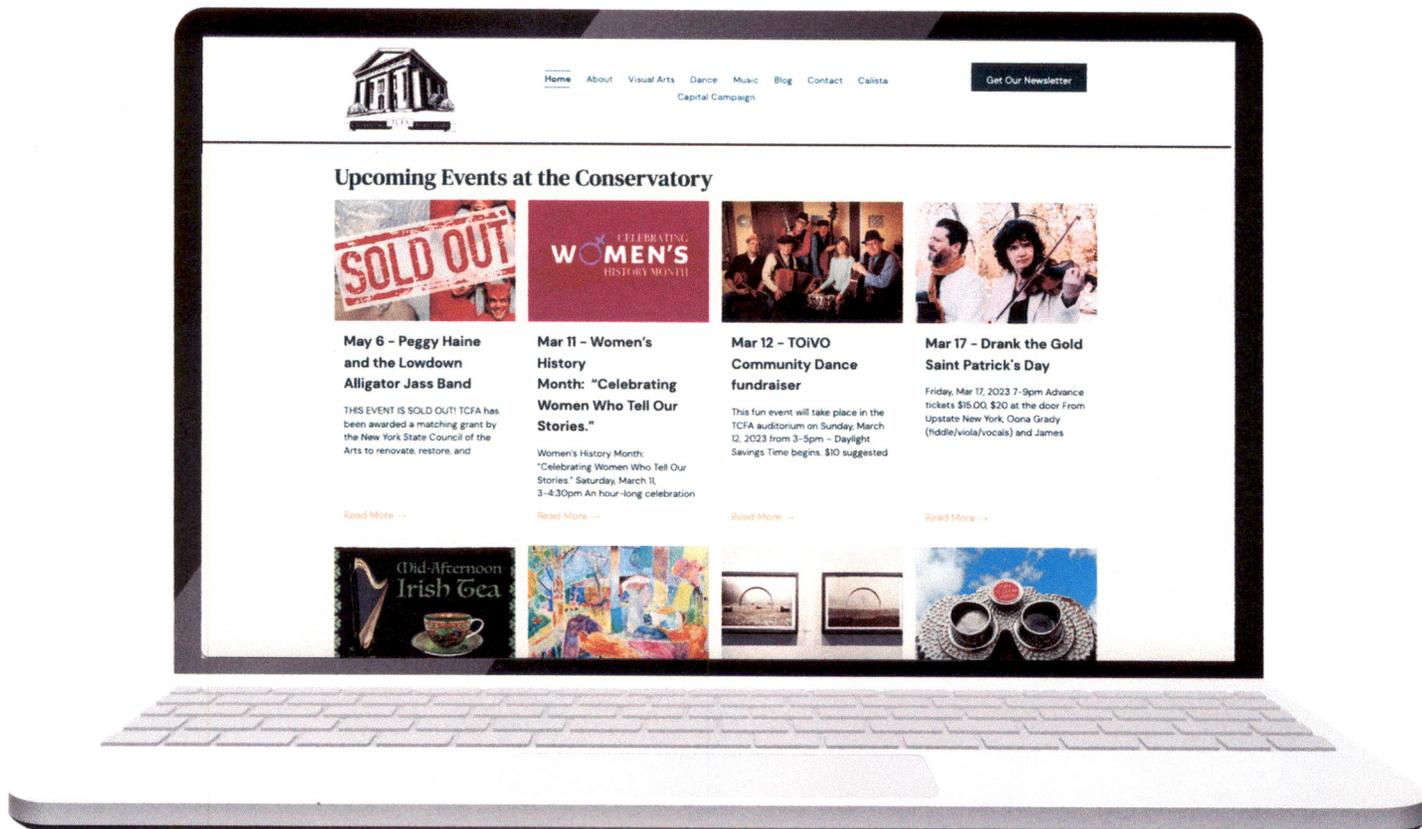
Payment for each of the four above activities will be billed in three parts, 25% due upon project activity start, 35% upon completion of discovery or preliminary phase for each activity, and the remaining 40% due for each activity when complete and approved in writing by the client. Payment to be made to: Mark Costa, 7914 N. Frontier Rd. McNeal AZ 85617

## Additional Marketing Services Pricing

Additional Marketing services will be billed at a rate of \$50/hour on a monthly basis, billed on the first of each month for the duration of the contract.

## Timeline (Estimated)





## Trumansburg Conservatory of Fine Arts

Custom site designed using the [Duda.co](https://duda.co) platform. Integration of existing content pulled from the previous WordPress site along with legacy content and images. The new site features built-in third party forms for onboarding and donation mechanisms, as well as individual event blog entries, all available across multiple pages. Social media links and a feedback form are also utilized.

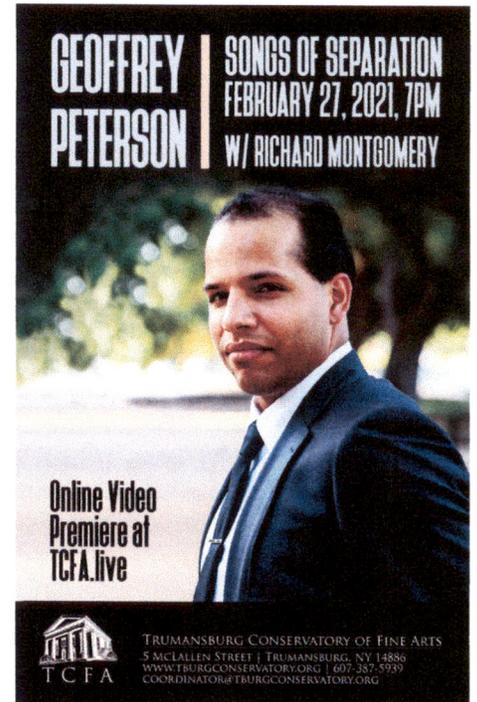
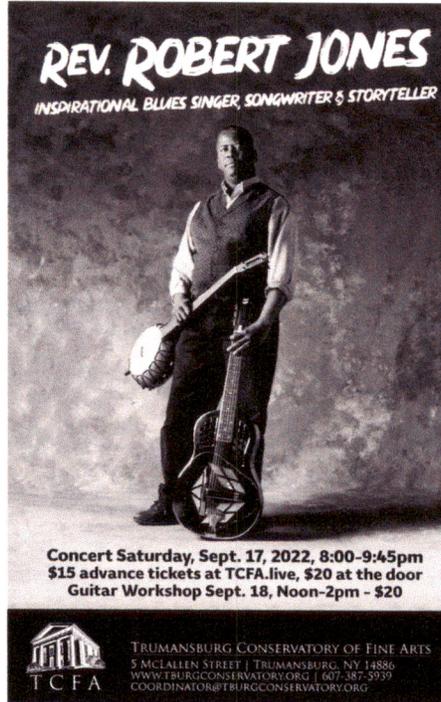
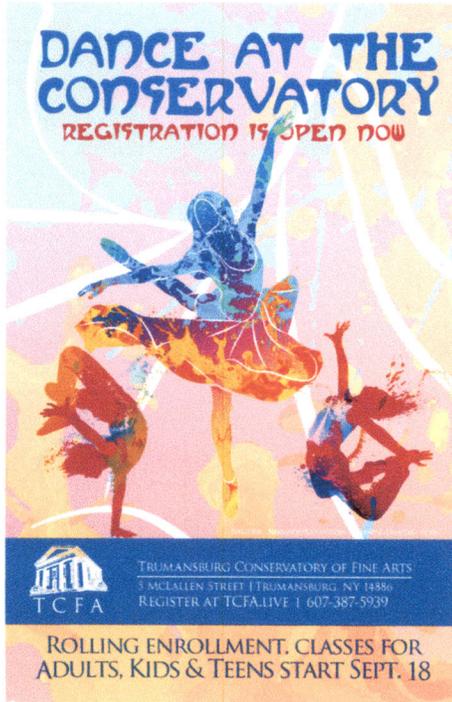
In 2018 the organization underwent a brand assessment. Using an organization retreat, stakeholders and the TCFA board collaborated to refine the visuals and communications to realign more closely with the mission statement. Local artist Chris Wolff drew the image of the building which I rendered for the new logo.

# MARK COSTA DESIGN

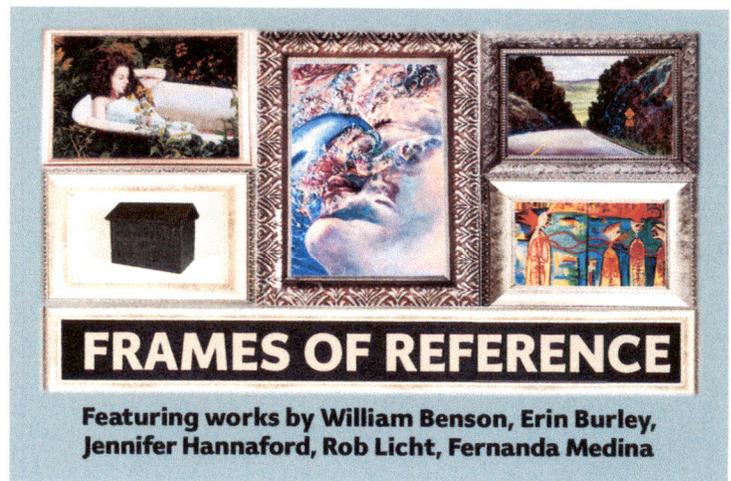
GRAPHIC DESIGN, BRAND IDENTITY, MARKETING & WEBSITE DESIGN

## Trumansburg Conservatory of Fine Arts

Throughout the year, I provide posters, web graphics and printed advertising for the organization's many events, workshops and classes.



### Event Posters



### Collateral Material



## Finger Lakes Cheese Alliance

Website developed using Wordpress platform. Projects included redesigning the logo for the organizations signature event, the Finger Lakes Cheese Festival, and new imagery to design the site. Monthly featured articles and a social media feeds were integrated as well as information about vendors and featured partners.

**The Finger Lakes Cheese Alliance** is an organization of cheese makers in the Finger Lakes region of New York.

Our mission is to promote the benefits of local artisan cheese production. Alliance member farms make many unique and tasty varieties of cow & goat milk cheese, including mozzarella, cheddar, washed rinds, chèvre, blues, fresh curds, and Italian cheeses! Most of the creameries sell their products through local wineries, boutiques, restaurants, farmer's markets, and online.

For a list of farms with stores that are open to the public, and a complete list of our member farms and their products, please visit us at:

[WWW.FLXCHEESE.COM](http://WWW.FLXCHEESE.COM)

Each year the Finger Lakes Cheese Alliance sponsors food pairings, seminars, and our biggest event, The Annual Finger Lakes Cheese Festival. This one-day event showcases cheeses produced by Finger Lakes Cheese Alliance members as well as other local artisan-produced products.

The festival features live music all day and delicious food to appeal to any palate. Wine, beer and hard cider vendors from across the Finger Lakes region will be providing samples throughout the day. Seminars will be presented showing the art of pairing cheese with different beverages as well as a "Cooking with Cheese" demo.

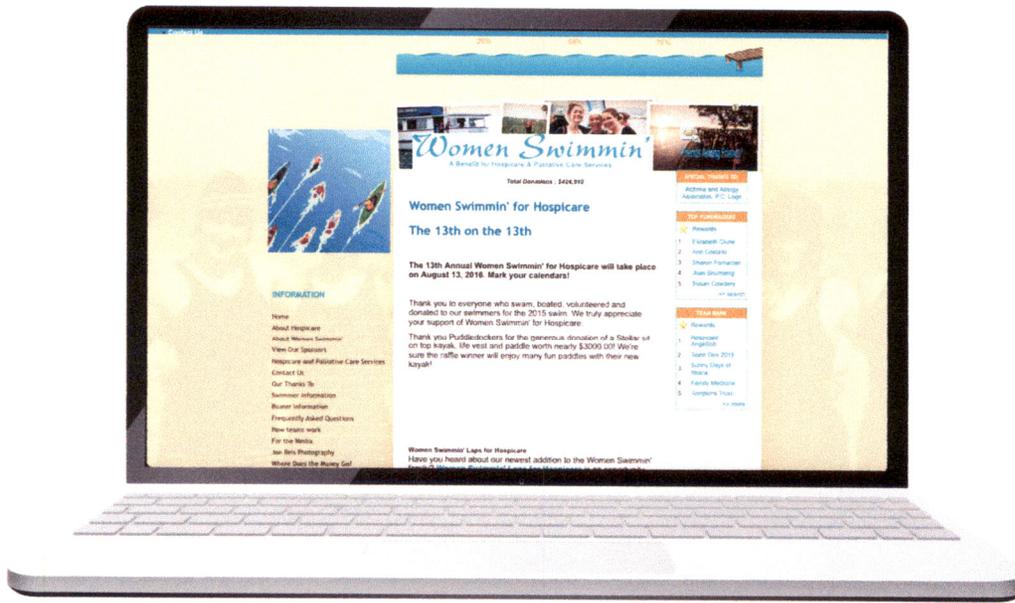
This is a family event that includes tours of the host farm, hay rides, and children's events, and is held each year on the 4<sup>th</sup> Saturday of July at:

Sunset View Creamery  
 4970 County Road 14  
 Odessa, NY 14869

Find us on Facebook or visit us at  
[WWW.FLXCHEESE.COM](http://WWW.FLXCHEESE.COM)

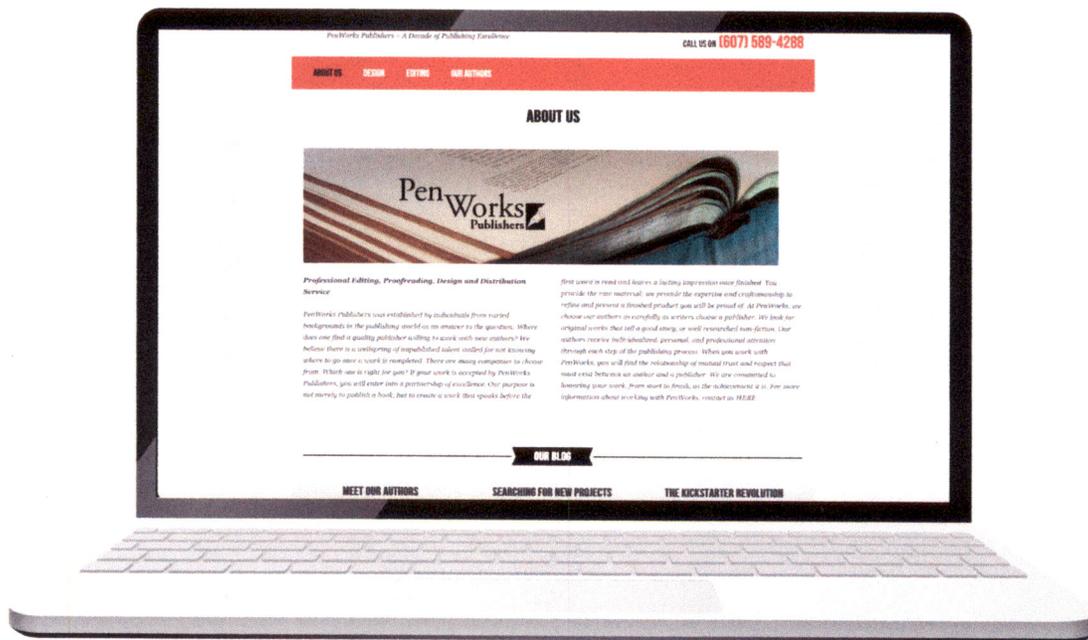


Collateral material and t-shirt design



## Hospicare and Palliative Care

While event coordinator for the organization's signature fundraising event, Women Swimmin', I edited and maintained the website, which was built on the Kintera / Raiser's Edge platform from Blackbaud. Working with Blackbaud I added custom coding to create a fundraising thermometer and updated the images, sponsor graphics and fundraising teams each year. The platform featured online event registration and fundraising tools for the participants.

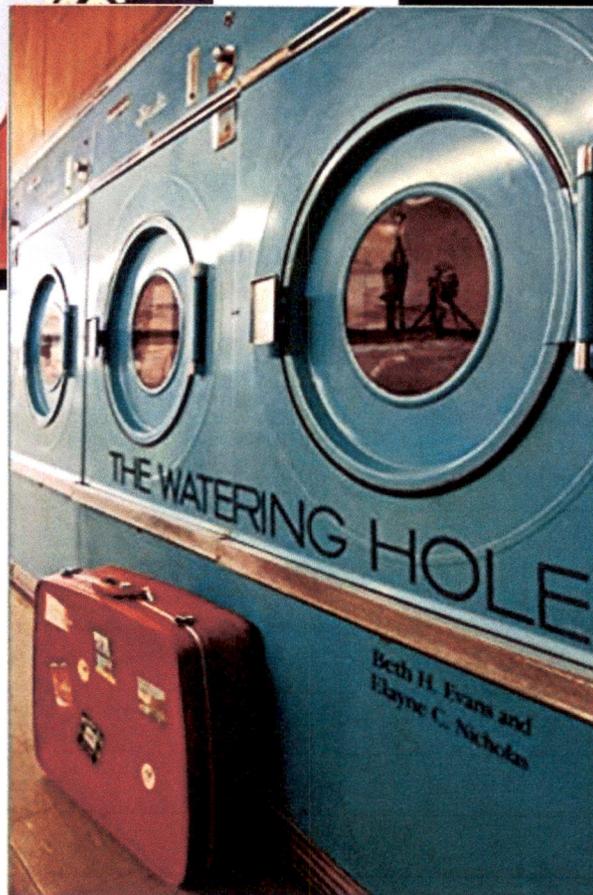
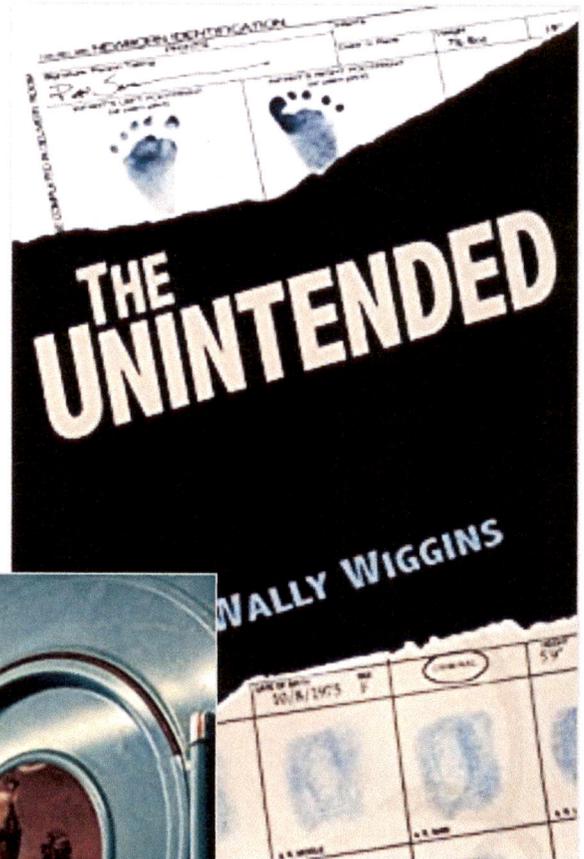
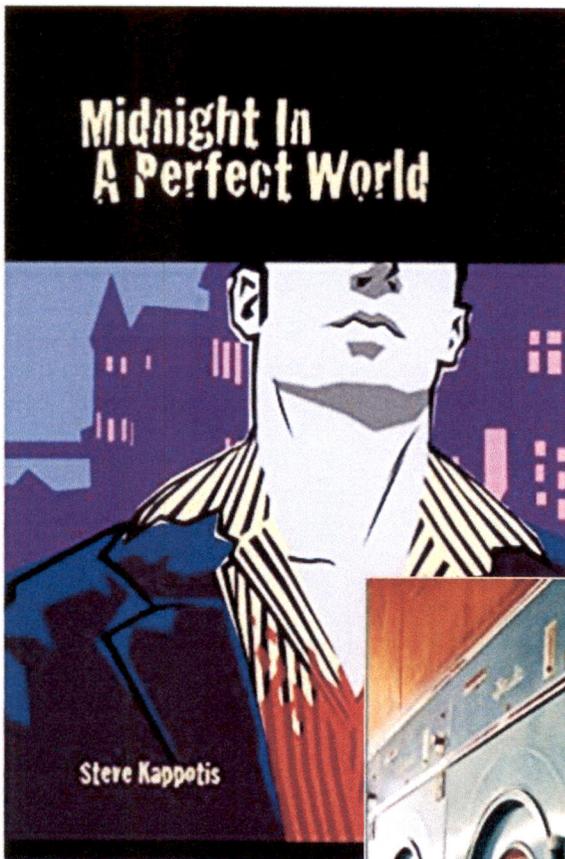


## PenWorks Publishers

Created the organization logo using feedback from the organizations brand analysis, website was built using Wordpress. Included links for books available through retail channels.

## PenWorks Publishers

Book designs for various clients, including collaborations with national artists and illustrators, as well as my own photography and artwork.



**OFFER**

**TO THE CITY OF BISBEE:**

The undersigned hereby offers and agrees to furnish the materials and/or services requested in compliance with all of the terms, conditions, specifications, and other descriptions of the work associated with this proposal. The Contractor certifies that he or she has read, understands and will fully and faithfully comply with this Contract, its attachments and any referenced documents. The Contractor also certifies that the prices offered were independently developed without consultation with any of the other bids or potential bidders.

  
\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

3/21/2023

Printed Name and Title      Mark Costa - Owner

Company Name                 Mark Costa Design

Address                         7914 N. Frontier Rd

City, State and Zip Code     McNeal, Arizona 85617

Telephone Number(s)        607-229-3911

Company's Fax Number       607-229-3911

Email Address                 design@markcosta.com