**Vehicle Advertising Wrap Process**

1. Letter of request is submitted by the Agency on agency letter head to the respective Regional Manager for review. Regional Manager (RM) reviews the request for accuracy and forwards acceptable requests to ALDOT (see example 1, page 2)

Along with Request for Proposal (RFP) solicitation (see example 2, page 3)

1. ALDOT reviews and will approve or deny the request and RFP. ALDOT will generate and distribute approval or denial letters through RM to the agency (see example 3, page 4)
2. RFP must be publicly advertised, the RFP must be publicized 2 times publicly over two weeks – local newspaper, public website, website, county agency or social media are all acceptable (keep records/ screenshots of where and when published, you can use “snip it” to document electronic advertising)
3. Transit Section submits approved RFP to ALDOT DBE Section. Transit Section must approve advertisers final drawing of advertisement
4. Companies submit Proposals
5. Agency reviews and chooses Proposal
6. Enter into agreement with Company (must show how everyone has an opportunity to advertise, an example would be website link on ALDOT agency website)
7. Agency submits agreement with selected advertising vendor to the Transit Section. Transit Section send agreement to ALDOT Legal for review and approval. (see example 4, pages 5, 6 &7)
8. Transit Section issues agreement approval letter to agency, with signed contract.

Page 2 - Letter of Request

Page 3 - RFP example

Page 4 – Example of approval letter

Pages 5, 6 & 7 - Agreement example





 

Advertising Space Lease Agreement

This Agreement is entered into this 22nd day of January, 2020 by and between the following: Infinity Concepts (hereinafter called “Company”), 12414 Cherokee Trail, Northport, AL and West Alabama Public Transportation (hereinafter singularly as “PARTY” and collectively as “PARTIES”).

The undersigned PARTIES hereby agree as follows:

 SECTION 1‐ Purpose and Term

1.1 Purpose: COMPANY is entering into the AGREEMENT with PARTY for the purpose of selling advertising to be placed on exterior of vehicles operated by PARTY.

1.2 Term: This AGREEMENT shall not commence before being fully executed by the authorized officers of the PARTIES and approval is issued by ALDOT. This AGREEMENT shall end 3 years from date approved by ALDOT, with options to renew if both PARTIES agree to extend the period of performance, using a supplemental agreement.

1.3 COMPANY is able to secure advertisers to rent the advertising space and will coordinate sales, production, placement, removal, billing and collections for said advertisements in exchange for seventy percent (70%) of the advertising space revenue.

1.4 PARTIES entering into this AGREEMENT according to the terms and conditions as stated here within.

SECTION 2 - Advertising Program

2.1 Program description: COMPANY agrees to solicit and sell advertising on behalf of the PARTY for placement on its vehicles.

2.2 Approval of Advertising: PARTY has the authority to reject any and all advertising deemed to be in conflict with the interest of the State, PARTY or public. Infinity Concepts shall not accept advertisements to be displayed or maintained on vehicles operated by PARTY, if the advertisement or information contained in the advertisements:

 1. Is false, misleading, deceptive, disrespectful, fraudulent, or libelous;

2. Contains material or language that is obscene, profane, vulgar, offensive, or reasonably determined not to be in good taste.

 3. Promotes unlawful or illegal goods, services, or activities;

 4. Promotes the sale or use of products designed for use in connection with sexual or illegal activity;

 5. Depicts or glamorizes violent or antisocial behavior, or sexual conduct;

 6. Resembles a traffic control device;

 7. Declares or implies an endorsement by the state

 8. Is religious, political, issues-related, controversial in nature, or not age appropriate.

2.2a COMPANY shall provide PARTY with proposed art proof upon request.

2.3 Responsibilities of COMPANY: In addition to the obligations and responsibilities set forth elsewhere in this AGREEMENT, COMPANY shall, among other things, develop sales materials, prospect for and sell advertising for placement on West Alabama Public Transportation, provide advertisers with proof of placements within two weeks of placement. PARTY is not responsible for any production costs, removal costs or other costs related to the Advertisement Space other than the time and gas that is required to deliver vehicles to and from wrapping facility.

2.4 Other Responsibilities of COMPANY: In addition to the obligations and responsibilities set forth elsewhere in this AGREEMENT, COMPANY shall be responsible for the scheduling, physical installation, and removal of all advertising on the vehicles.

2.5 PARTIES acknowledge preventative maintenance activities and/or vehicle damage from accidents may render vehicles inoperable at times.

2.6 Loss of service due to strike, lockout, fire, flood, riot or other causes beyond the control of the PARTY shall not constitute a breach of this AGREEMENT, but in the event of a loss of service as noted herein, COMPANY may request a time extension of the term of service not to exceed the time the vehicle was deemed inoperable.

SECTION 3 ‐ Financials

3.1 Compensation: COMPANY agrees to perform its obligations herein stated as payment from profit share, broken down as follows:

3-year agreement - 30% To West Alabama Public Transportation. If all PARTIES agree, the original AGREEMENT can be renewed for successive like terms and conditions of the original AGREEMENT not to exceed a total of five (5) years, unless COMPANY or PARTY gives written cancelation notification thirty (30) days prior to end of initial AGREEMENT.

COMPANY agrees to compensate PARTY their thirty percent of the price billed and received for the advertisement. COMPANY will invoice the advertiser monthly, work collections and shall remit to PARTY its compensation within 30 days of receipt of payment.

3.2 Reports: COMPANY will provide monthly reports that include the identifying name of the advertiser, and the compensation paid to PARTY.

3.2 Price changes: The initial price and subsequent modifications of price for advertising shall be determined by COMPANY.

SECTION 4 ‐ Confidentiality

4.1 Confidential: Any and all information related to this AGREEMENT shall be Confidential and shall not be disclosed to a nonparty to this AGREEMENT except as otherwise required by law. If either PARTY desires to disclose confidential information to a nonparty, the written consent of the other PARTY shall be required.

IN WITNESS WHEREOF, this AGREEMENT has been duly executed and delivered by the PARTIES as of the date first written above.

Infinity Concepts West Alabama Public Transportation

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Jennifer Young

ALDOT does not endorse individual vendors, companies, products or services. Therefore, any reference to any vendor, product or services by trade name, trademark, or manufacturer or otherwise does not constitute or imply the endorsement, recommendation or approval of ALDOT.

By entering into this AGREEMENT, the PARTIES are not an agent of ALDOT, its officers, employees, agents or assigns.  The PARTIES are independent entities from ALDOT, and nothing in this AGREEMENT creates an agency relationship between the “PARTIES.”

Reviewed by:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Bradley B. Lindsey, P.E.

State Local Transportation Engineer

Alabama Department of Transportation