***COAST GUARD***

***CONCESSION CONTRACT***

**U. S. Coast Guard Base XXXXXXXXXXX, through its agent Base XXXXXXX Morale, Well-Being, & Recreation (MWR)**  hereby grants to ,hereafter referred to as **“Concessionaire”**, a nonexclusive, revocable Agreement subject to the terms and conditions stated herein and the continuing good faith performance by the **concessionaire** to operate a concession for the sale of food and beverages at the location(s) stated in this Agreement.

In consideration of the foregoing, the **Concessionaire** hereby covenants and agrees as follows:

1. **IDENTITY OF CONCESSIONAIRE**

Business Name: \_\_\_\_\_\_

Address: \_\_\_\_\_\_

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

Authorized Representative:

Telephone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. **LOCATION**

The Concessionaire shall operate a mobile concession at the following location(s) to provide services.

During the term of this Agreement, the location shall be used by the concessionaire solely for the purpose of operating the above identified concession pursuant to the terms of this Agreement. This Agreement may not be subcontracted, assigned sold or otherwise transferred without prior written consent of CGES.

1. **TERM OF AGREEMENT**

a. This Agreement will commence on and shall expire unless sooner revoked in accordance with the terms and conditions of this Agreement.

b. This Agreement may be renewed for up to 3 additional years. Renewals for each additional year will be by mutual agreement in writing, by the parties hereto, subject to the written approval of **CG Base XXXXXX (MWR).**

1. **PAYMENT FOR CONCESSION** The concessionaire shall pay to the **CG Base XXXXXX (MWR)** a percentage of the net sales/revenue as follows:

a. \_\_\_\_\_% of each dollar sale within the confines of **CG Base XXXXXX (MWR).**

b. The Concessionaire shall reimburse for any refunds to **CG Base XXXXXX (MWR).**

 due to failure to provide product or make proper change.

c. A check will be mailed to:

**Commanding Officer**

**USCG BASE XXXXXXXXXXXXX**

**Attn: MWR Officer**

**ADDRESS XXXXXXXXXXXXXX**

1. **CUSTOMER SATISFACTION POLICY**

The Concessionaire agrees to provide customer satisfaction guaranteed or money refunded. Any patron complaints shall be resolved by the agreements between the patron and the Concessionaire. **CG Base XXXXXX (MWR)** will adjudicate any matters not mutually agreed upon, and his/her decision shall be binding on the Concessionaire.

1. **COLLECTION OF SALES RECEIPTS**

All Sales receipts shall be collected from by the Concessionaire, subject to such internal control procedures as required and mutually agreed to by the parties.

1. **CONCESSION EQUIPMENT**
2. The concessionaire shall furnish, at its own cost and expense, all necessary concession equipment, furniture, signs, fixtures and uniforms.
3. The concessionaire shall maintain, at his/her own expense, all electrical appliances used by the concessionaire. All equipment and the serving area shall be kept in a clean, attractive and sanitary condition to the satisfaction of **CG Base XXXXXX (MWR) and Medical Officer.**
4. **PCI COMPLIANCE**
5. The Payment Card Industry (PCI) Data Security Standard (DSS) is a common set of data security requirements designed to protect cardholder data or sensitive authentication data and compliance is required of members, merchants, and service providers that store, process, or transmit cardholder data or sensitive authentication data, to include all payment channels (including “brick and mortar” retail, mail/telephone order, and e-commerce) and all “system components”. “System Components” is defined as any network component, server, or application included in, or connected to, the cardholder data environment; including, but not limited to, firewalls, switches, routers, wireless access points, network appliances, and other security appliances; server types to include but not limited to (web, database, authentication, Domain Name Server (DNS), mail, proxy, and Network Time Protocol (NTP); and, all purchased and custom applications, including internal and external (Internet) applications.
6. The Payment Application Data Security Standard (PA-DSS), formerly known as Payment Application Best Practices (PABP), is the PCI Council-managed program to help software vendors and others develop secure payment applications that do not store prohibited data, such as full magnetic stripe, CVV2 or PIN data, and ensure their payment applications support compliance with the PCI DSS. Payment applications that are sold, distributed or licensed to third parties are subject to the PA-DSS requirements.
7. Accordingly, if the Concessionaire, any subconcessionaire, and/or any other third party involved with this Contract provides software and/or professional services for any application which stores, processes, or handles any cardholder data and/or sensitive authentication data at any time, the Concessionaire shall adhere to the then current versions of the PCI-DSS , as applicable. Both are available at [www.pcisecuritystandards.org](http://www.pcisecuritystandards.org). In addition beginning 1 October 2015, if not European Pay MasterCard Visa (EMV) compliant, liability for fraudulent claims, associated with payment card transactions, shifts from the payment card brands such as MasterCard and Visa, to the merchant that accepted the fraudulent credit card. Therefore, the Concessionaire must be EMV compliant prior to engaging into this agreement.

d. **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** shall indemnify, defend and hold harmless the United States Coast Guard and the United States Coast Guard **Base XXXXXX (MWR)** from and against any claim, liability, damage or expense, including attorney's fees, that incur relating to, arising out of or existing from credit card transactions on the installation of **CG Base XXXXXXXX.**

1. **CONCESSIONAIRE’S EMPLOYEES OR AGENTS**.

The Concessionaire shall pay the compensation and expenses of its employees or agents engaged in providing food and beverage services onboard **CG Base XXXXXXX**. Such employees or agents of the Concessionaire, while on the military installation, shall be subject to the control of **CG Base XXXXXX (MWR)**  but under no circumstances shall such persons be deemed to be employees or agents of **CG Base XXXXXX (MWR).** When on the military installation, the said employees or agents of the Concessionaire shall at all times conduct themselves in an orderly and proper manner. In the event **CG Base XXXXXX (MWR)** shall have any objection to the presence of any employee of the Concessionaire on the military installation, such person/s shall be removed by the Concessionaire promptly upon the request of **CG Base XXXXXX (MWR).**

1. **SPACE AND UTILITIES**.

a. The Concessionaire shall not be required to pay any rental for space occupied by the premises of **CG Base XXXXXX .**

b. The Concessionaire may or may not be required to pay the cost of utilities as negotiated and agreed to by the parties, which may be found necessary for use by the concessionaire furnished hereunder.

1. **STORAGE OF CONCESSIONAIRE'S PROPERTY**.

The Concessionaire shall not store or leave any property within the boundaries of the Coast Guard installation.

# MAINTENANCE, SAFETY, HEALTH, SANITATION AND OTHER PERMITS & AGREEMENTS

1. The Concessionaire shall operate this Agreement in compliance with all Federal, State, local and Base laws, rules, ordinances and regulations relating to safety, including driving safety, public health, sanitation, food handling preparation and other provisions applicable to the concession to be operated on base property. The Concessionaire is solely responsible for determining applicable laws, rules ordinances and regulations.
2. Concessionaire shall become familiar with and shall inform its employees of all base

regulations including fire, traffic, and security regulations. Concessionaire employees shall obey all road signs, avenue of ingress and egress and shall not enter any restricted areas unless required to do so by the Command and are cleared for such entry.

1. Concessionaire shall maintain the premises and grounds of the concession to be operated under this Agreement in a clean, orderly and sanitary fashion.
2. It is the Concessionaire’s responsibility to obtain station passes for all concession

employees and all permits that may be required by Base regulations. **CG Base XXXXXX (MWR)** at the site will assist the Concessionaire in securing the necessary permits and passes. Upon termination or revocation of employees or this Agreement, all station passes and permits shall be returned to **CG Base XXXXXX (MWR).**

1. **ENVIRONMENTAL COMPLIANCE**

Concessionaire shall operate the concession in compliance with all environmental requirements applicable to the site of the concession, including those imposed by local, county, state, federal or municipal governments, and/or territorial agencies.

1. **INSPECTIONS AND AUDITS**

 **CG Base XXXXXX (MWR)** shall have the right to inspect Concessionaire’s premises and/or observe the operations of the concession permitted in accordance with this Agreement, during and after business hours, announced or unannounced, as considered necessary to ensure that Concessionaire is complying with the terms of this Agreement.

 **CG Base XXXXXX (MWR)**  shall have the right to inspect and audit Concessionaire’s books and records. **CG Base XXXXXX (MWR)** has the right to inspect and audit sales records and other documents of Concessionaire pertaining to operation of concession under this Agreement. These rights extend for a period of three (3) years after cessation of this Agreement for whatever reason.

1. **UNITED STATES NATIONAL REQUIRED**

No employee or representative of the Concessionaire shall be permitted to enter Government property to visit or operate the concession under this Concessionaire unless that individual furnishes satisfactory proof that she/he is a national of the United States, or has been specifically authorized admittance on Government property by **CG Base XXXXXX (MWR).**

1. **GENERAL INSURANCE REQUIREMENTS**

a. The Concessionaire and any subconcessionaire shall procure and maintain, at its own expense,and with a company or companies acceptable to the **CG Base XXXXXX (MWR)** the minimum insurance coverage set forth below. The Concessionaire and any subconcessionaire shall maintain all insurance until the completion of the Agreement. **Prior to performance under this Agreement, the offeror shall provide certificates of insurance to the CG Base XXXXXX (MWR).** Failure by the Concessionaire or any subconcessionaire to provide these certificates before commencing performance may constitute grounds for revocation of the Agreement. Such certificates of insurance shall be evidence that the below listed insurance is in effect, and that not less than thirty (30) days prior written notice will be given to the **CG Base XXXXXX (MWR)** in the event of modification, cancellation, or non-renewal of any such insurance coverage.

b. The Concessionaire shall be responsible to review and ensure any and all subconcessionaires comply with the insurance provisions contained herein and said insurance is maintained as specified. Insurance policies written on a “claims made form” will not be acceptable.

1. **COMMERCIAL/COMPREHENSIVE GENERAL LIABILITY**
2. The Concessionaire and any subconcessionaire shall obtain the required insurance, as a minimum, and maintain such insurance coverage during the entire contract period. A copy of the liability insurance shall be provided to the **CG Base XXXXXX (MWR)**  prior to the start date of contract performance. Insurance coverage shall consist of at a minimum, the following coverage:
	1. Commercial Business General Liability Insurance as required or prescribed by the laws of the United States/State of **\_\_\_\_\_\_\_\_\_\_\_.** In minimum limits of $1MM per occurrence/$2MM aggregate.
	2. Automobile Bodily Injury and Property Damage Liability Insurance in the minimum amount of $200,000 per person, $500,000.00 per occurrence and $50,000 property damage.
	3. Vehicle Liability Insurance as required or prescribed by the laws of the United States/State of **\_\_\_\_\_\_\_\_\_\_\_.**
	4. **Liquor Liability:** Any vendor providing alcohol must provide evidence of “liquor liability” insurance.
3. **ADDITIONAL INSURED PROVISIONS**

The Concessionaire and any subconcessionaire shall name the following as “Additional Insureds” as stipulated within the Agreement: **CG Base XXXXXX (MWR)** .

1. **WORKERS’ COMPENSATION AND EMPLOYERS LIABILITY**

The Concessionaire and any subconcessionaire shall comply with all federal and state laws or regulations pertaining to Workers’ compensation requirements for insured or self-insured programs, and waive subrogation rights against **CG Base XXXXXX (MWR)**.

1. **EQUAL EMPLOYMENT OPPORTUNITY**

a. Neither Concessionaire nor any of its employees or officers shall discriminate on the basis of sex, race, age, national origin, color, handicap or on any other basis prohibited by law in providing service or products to patrons authorized to procure services or products from Concessionaire under this Agreement.

1. Concessionaire shall comply with all Federal, State and local laws governing the

 employment of its employees.

1. **PAYMENT OF APPLICABLE TAXES**
2. Concessionaire is responsible for the payment of all applicable Federal, State and Local

taxes as required in the operation of the concession on Government property.

1. Applicable sales tax shall be applied to the selling price and collected by the

Concessionaire.

1. Determination of applicability, collection and payment of such tax is solely the

responsibility of the Concessionaire.

1. **REVOCATION OF AGREEMENT**
2. This Agreement may be revoked upon the failure of the Concessionaire to comply with

any material provision of this Agreement including, but not limited to:

1. Failure to pay required commissions, including failure to pay required commission on time, if applicable.
2. Failure to operate the concession as described and authorized
3. Failure to maintain required insurance
4. Employment of non- U.S. Nationals
5. Engaging in discriminatory practices
6. Failure to allow inspections and audits
7. Failure to comply with and abide by fire, safety, health and security laws and regulations
8. Failure to comply with environmental requirements
9. This Agreement is revoked on the ending date of this Agreement, unless mutually

extended.

1. Unless otherwise revoked, this Agreement may be revoked by either Concessionaire or

**CG Base XXXXXX (MWR)** by providing at least a thirty (30) day written notice to the other party.

In no event will the **CG Base XXXXXX (MWR)** be liable to Concessionaire for revocation of this Agreement or for any expenses, costs, losses or other damages incurred by Concessionaire, except as set forth in this agreement, regardless of circumstances or cause, and whether or not within the **CG Base XXXXXX (MWR)** control. Accordingly, **CG Base XXXXXX (MWR)** expressly disclaims liability to the Concessionaire for the value of any improvements made to **CG Base XXXXXX (MWR)** or other government property or for the unamortized value of any capital investments made to enable the Concessionaire to perform the concession.

1. **SETTLEMENT OF ACCOUNTS UPON REVOCATION**
2. If this Agreement is revoked as a result of the Concessionaire’s failure to comply with a

material provision of the Agreement or because the Concessionaire has notified **CG Base XXXXXX (MWR)** of its wish to revoke the Agreement, **CG Base XXXXXX (MWR)** is not liable to the Concessionaire for the value of any improvements made to **CG Base XXXXXX (MWR)** realty or other property or for the value of any capital investments made to enable the Concessionaire to perform the concession.

1. **CONCESSIONAIRE’S DUTIES UPON REVOCATION**
2. If applicable, the concessionaire shall return the facilities/grounds in the same condition as provided, less fair and ordinary wear and tear. Concessionaire must remove all of its own fixtures and merchandise. If Concessionaire’s fixtures and merchandise are not removed within five (5) business days of revocation, **CG Base XXXXXX (MWR)** may inventory and remove the fixtures and merchandise and place them in storage. **CG Base XXXXXX (MWR)**  shall charge concessionaire the cost of removal and storage in a public warehouse.

Concessionaire must pay all commissions owed the **CG Base XXXXXX (MWR)** within five (5) business days of revocation.

Concessionaire shall submit its claim for settlement costs to the **CG Base XXXXXX (MWR)** no later than sixty (60) days after revocation of the Agreement. Claims not received within sixty (60) days will not be considered by **CG Base XXXXXX (MWR)**.

1. **STATUS OF CONCESSIONAIRE**
2. By virtue of this agreement, the Concessionaire shall be permitted to enter upon the

property of the **CG Base XXXXXX (MWR)** solely for the purpose of exercising the right and privileges hereby granted, and shall not be deemed to have become an agency, independent establishment, or governmental corporation under the authority of **CG Base XXXXXX (MWR)** nor shall it employees be deemed to have become agents, employees, or officials of **CG Base XXXXXX (MWR)**.

Upon revocation of this Agreement, **CG Base XXXXXX (MWR)** shall have the right through such means as it sees fit to remove and exclude the Concessionaire and any of the Concessionaire’s employees, without being deemed guilty of any unlawful entry, trespass or injury of any sort whatever.

1. The Concessionaire shall not represent in any manner, express or implied, that the

services/supplies purchased under this Agreement are approved or endorsed by any element of the United States Government. Any advertising by the Concessionaire, including price-off coupons, which refer to a **CG Base XXXXXX (MWR)** shall be submitted to the **CG Base XXXXXX (MWR)** or his/her authorized representative prior to publication and shall contain the following statement when published:

“This advertisement is neither paid for nor sponsored, in whole or in part,

 by the United States Coast Guard or any element of the Federal Government”

1. **CONCESSIONAIRE’S DESIGNATED REPRESENTATIVE**

The designated Contracting Representative for the **CG Base XXXXXX (MWR)** under this Agreement is identified below. Concessionaire shall direct all questions, comments and document submissions to this official, unless otherwise specified elsewhere herein:

 Name: Title:

 Mailing Address: Phone:

1. **ADMINISTRATIVE APPEALS – DISPUTED AND GRIEVANCES**
2. Any dispute or grievance concerning the operation of this concession or the concession contract here in shall be directed, in writing, to the **CG Base XXXXXX (MWR)**. If the Concessionaire is not satisfied with the **CG Base XXXXXX (MWR)’**s written decision, the Concessionaire shall submit a written grievance no later than five (5) days of the **CG Base XXXXXX (MWR)** written decision, to the Commanding Officer, **CG Base XXXXX** .
3. The Concessionaire shall submit the grievance, in writing, to the below listed address. The Commanding Officer is the final authority for all unresolved disputes.

Commanding Officer

USCG Base **\_\_\_\_\_\_\_\_\_\_**

**ADRESS**

1. **APPLICABLE LAWS**

**CG Base XXXXXX** MWR Program is an instrumentality of the United States Government. Employees, officials, and identified agents of **CG Base XXXXXX (MWR)** are employees and officials of the United States Government. This Agreement shall be interpreted in accordance with Federal law. Nothing in this agreement shall conclude that the Concessionaire is an employee of the Federal Government.

1. **ENTIRE AGREEMENT**
2. This Agreement and any attachments hereto constitute the entire agreement between

the parties with respect to the terms of the Agreement. No oral or prior agreements, not incorporated herein may operate to modify or revise the terms of the Agreement.

# CONCESSION AGREEMENT

**EXECUTED BY:**

 *FOR CONCESSIONAIRE:*

 (Signature)

 (Date)

 (Typed Name)

 *FOR COAST GUARD*

**CG Base XXXXXX (MWR)***:*

 (Signature)

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

 (Date)

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 (Position/Title)

Exhibit A

TYPE OF PRODUCT SELLING PRICE

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