**CONCESSIONAIRE AGREEMENT**

*Navy Community Recreation Ticket & Travel (CRT&T )*

**1.0 General**. This Concessionaire contract agreement by and between the Navy Community Recreation Tickets & Travel Program (herein referred to as the NAFI) and ***Hotel Name here*** (hereafter referred to as Concessionaire), is for the Concessionaire to provide hotel rooms for government leisure travelers at a Guest Room Nightly Rate on weekdays (Sunday-Thursday) and at a Guest Room Nightly Rate for weekends (Friday-Saturday).

1.1. CRT&T is a Non-appropriated Fund Instrumentality (NAFI) and an integral part of the Department of the Navy, Department of Defense, and an instrumentality of the United States Government. However, NAFI agreements do not obligate appropriated funds of the United States. NO APPROPRIATED FUNDS OF THE UNITED STATES SHALL BECOME DUE OR BE PAID A CONTRACTOR BY REASON OF THIS CONTRACT.

**2.0 Locations.** Concessionaire will make rooms available to CRT&T at the following location(s):

*Property Name, Property Street, City, State, Zip*

*Property Name, Property Street, City, State, Zip*

*Property Name, Property Street, City, State, Zip*

*Property Name, Property Street, City, State, Zip*

**3.0 Rates**. Guest Room Nightly rates will be the rates as agreed in Appendix I hereto.

 3.1. Once rate(s) have been established by the hotel the rate for government leisure travelers shall not fluctuate above the established nightly rate. However, the rate may fluctuate below the established rates of Appendix I.

 3.2. The Concessionaire may, and is encouraged to, set lower rates at any time.

**4.0 Payments**

 4.1. The Concessionaire will submit invoices to the originating CRT&T Office for hotel room charges no later than thirty (30) calendar days following the last day of the previous month.

 4.2. Any and all additional charges, costs, fees, damages, additional nights and overstays, optional goods or services, or any other payments necessitated by the lodging of the individual guest due or caused by the actions of the individual guest, shall be resolved directly between the Concessionaire and the individual guest. Neither CRT&T nor any department or instrumentality of the Government will be responsible for additional charges not clearly encompassed within the original reservation and associated room rate.

 4.2.1. The Concessionaire will accept national charge cards customarily recognized in commercial trade from the individual guests for the payment of additional associated lodging costs and fees.

 4.2.2. In the event that an individual guest demands a refund of additional charges based on overcharges or dissatisfaction relating to items other than the basic room rate/room nightly rates, all customer complaints, claims, and refunds will be resolved between the Concessionaire and the individual guest and made at Concessionaire's expense.

 4.3. In the event that an individual guest demands a refund of the basic room rate/ room nightly rate based on dissatisfaction with the room or lodging in general, the Concessionaire *will not* resolve, settle, compromise, or adjudicate such demand without notifying, in writing, the originating CRT&T Office and the undersigned Contracting Officer of the demand, and receiving written direction regarding the resolution of the matter.

 4.4. Within 90 days of the termination or expiration of this contract, the parties shall settle accounts of all monies due and payable.

**5.0 Contract Term**.

5.1. The Concessionaire shall provide Room Nightly Rate(s) at a discounted daily rate during the one (1) year base period of the contract and four (4) one (1) year option years for a total contract performance period of five years.

**6.0 Taxes & Licenses**

6.1. Taxes will not be included in the Room Night Rate CRT&T is a Non-appropriated Fund Instrumentality of the United States (NAFI) and maintains tax exempt status.

6.2. At Concessionaire's own expense, obtain and pay all license fees, and comply with all municipal, and national laws, rules, ordinances, and regulations governing hotels. All Concessionaires awarded contracts assume complete and sole liability for all national, state, and local taxes applicable to the property, income and transactions of the concession.

**7.0 Inspections**

7.1. Concessionaire shall authorize and permit CRT&T personnel to make site visits to inspect participating properties, after coordinating with management and making mutually acceptable arrangements.

**8.0 Endorsement**

8.1. The Concessionaire shall not represent, or permit the concession to be represented, as an agent, representative, employee, or sponsored activity of CRT&T, the Navy Installations Command, the Department of the Navy, the Department of Defense, or the United States Government.

8.2. No use of CRT&T, Navy, DOD or any other Government logos, seals, insignia, or other devices may be used on any Concessionaire publications or advertisement without the express written permission of Commander, Navy Installations Command.

**9.0 Claims**

9.1. No claim by the Concessionaire relating to this contract may be considered by the Contracting Officer unless such claim is submitted in writing to the Contracting Officer not later than 90 days after the effective date of termination or expiration of this Concessionaire contract.

**10.0 Non-Waiver of Defaults**

 10.1. Any failure by the NAFI to enforce or require strict performance of any terms or conditions of this Concessionaire contract will not constitute a waiver and will not affect or impair such terms and conditions in any way or affect the right of the NAFI at any time to avail itself of such remedies as it may have for breach or breaches of such terms and conditions.

**11.0 Non-appropriated Fund Contract Clauses**

11.1 NONAPPROPRIATED FUND CONTRACT CLAUSES APPLY TO THIS CONTRACT AND ARE AVAILABLE AT:

<https://www.navymwr.org/resources/naf_acquisitions/naf_contract_clauses_main> and click on Non-appropriated Fund Contract Clauses.

**12.0 889 Compliance**

12.1 Appendix II is the CRT&T Section 889 Rep document that requires your attention. Please complete the form, sign and return with this ticket agreement. Providing an updated form is an annual requirement unless you are registered on the U.S. Government’s website System for Award Management (SAM.gov).

**FOR THE CONCESSIONAIRE:**

Print Name

Title

Signature Date

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

Email

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

Street Address

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

City, State, and Zip

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

Telephone/Fax

**FOR THE NAFI:**

Contracting Officer Print Name

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

Signature Date

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

Email

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

Street Address

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

City, State, and Zip

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

Telephone/Fax

**FOR CRT&T:**

Manager Print Name

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

Signature Date

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

Email

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

Street Address

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

City, State, and Zip

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

Telephone/Fax

Appendix I: Guest Room Nightly Rates

**Contract Period oof Performance**: (E*xample: September 1, 2024 – August 31, 2024)*

The Vendor agrees to provide the following room nightly types and rates to the NAFI for the validation period as outlined below: Hotel must complete items identified with \*.

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Description/Room Type** | **Dates Available** | **Public Rate** | **Net Rate** | **CRT&T Sell****(NAFI Only)** | **Ticket ID****(NAFI Only)** |
| \* e.g. Standard (Sun-Thurs) | \* | \* | \* |  |  |
| \* e.g. Kids Suite (Sat & Sun) |  |  |  |  |  |
| \* e.g. Kids Suite (Sun- Sat) |  |  |  |  |  |
|  |  |  |  |  |  |

|  |
| --- |
| **SPECIAL TERMS & CONDITIONS:** Hotel shall include any additional special terms and conditions such as; are pets allowed, cancellation procedures and any compliments for children., restrictions such as, bearer of voucher must be able to provide proof of DOD affiliation – for example, a DOD identification card |
|  |
| **AMENITIES:** |
| Hotel shall include available amenities such as: Free hot breakfast. in-room coffeemaker, in-room mini-fridge, free wireless internet, baggage storage after check-out. For complete details, check out our website at: (link to property website)  |
|  |
| **PROPERTY FEATURES** |
| Hotel shall include available property features such as: Outdoor Pool, Hot Tub, Kiddie Pool, Fitness Center, Guest Laundry, Business Center, Shuttle to Cruise Port and Airport. For complete details, check out our website at: (link to property website) |
|  |
| **DISTANCES:** |
| Hotel shall include distance to local attractions such as: Name Beach -1-mile, Attraction (List individually) - 5 miles, shopping mall - 9 miles, movie theater - 9 miles Casino Cruises- 1/2 mile, Historic Downtown – 2 miles,  |

**REMIT PAYMENT BY**:

Per the Prompt Payment Act (PPA) vendors must be paid within 30 days of receipt of proper invoice. Navy has two options of payments: Automatic Clearing House (ACH) and Single Use Account (SUA) Credit Card. MTP pays on sales for the month.

Example: Sales November 01 - 30, 2024.

* ACH: NAFI pulls November 1 - 30, 2024 sales and request payment by December 15, 2024. Vendor will be paid January 15, 2025 (30 days after creation of sales invoice)
* SUA: NAFI pulls November 1 - 30, 2024 sales and request payment by December 15, 2024. Vendor will receive a SUA notification within 2-3 days after payment request submission to charge their payment. Vendor has seven (7) working days to run payment.

Appendix II: 889 Compliance

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| **CNIC Community Recreation Tickets & Tours (CRT&T) Use of Covered Telecommunications Equipment or Services Representation** |
| **Section 1 – References** |
| **USD DTM 22-002 Non-appropriated Fund Procurement Implementation of Section 889 of NDAA FY19** |
| **Section 2 – Merchant Representation** |
| After conducting a reasonable inquiry, for purposes of this representation, the Merchant represents that it—**[ ]** does **[ ]**  does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.Merchant Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Merchant Authorized Rep Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Merchant Authorized Rep Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date Signed: ­­­­­­­­­­­­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| **Section 3 - Instructions** |
| 1. CRT&T Representative provides this representation document to the merchant to complete, sign, and return to CRT&T.
2. Merchant verifies the list of prohibited companies fills out Section 2 above and returns the form to CRT&T.

**Procedures for Merchant:** review the list of excluded parties in the System for Award Management (SAM) (**https:// www.sam.gov**) or on the GSA SmartPay website (**https://smartpay.gsa.gov/content/prohibited-vendor-list**) for entities excluded from receiving federal awards for “covered telecommunications equipment or services”.Conducting business with merchants who use telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation, (or any subsidiary or affiliate of such entities); Video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities) is strictly prohibited.1. **If a merchant represents “does not” CRT&T can rely on the representation and proceed with ticket purchases.**
2. **If a merchant represents "does" or the merchant declines to complete the representation, CRT&T shall not make the purchase with that merchant. CRT&T must find an alternate merchant that represents "does not" or forward the requirement along with the representation to the supporting contracting office for action.**
	1. If applicable, and after receiving the requirement and representation, the supporting contracting office may provide written approval for CRT&T to make the purchase. If so, CRT&T shall retain approval documentation in file.
3. Retain all documentation that supports this representation.
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