

EXHIBIT A

OPERATING PLAN

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1) INTRODUCTION

This Operating Plan between [Concessioner Name] (hereinafter referred to as the "Concessioner") and the National Park Service (hereinafter referred to as the "Service") describes specific operating responsibilities of the Concessioner and the Service with regard to those lands and facilities within Click here to enter Park Unit Name (hereinafter referred to as the "Area") that are assigned to the Concessioner for the purposes authorized by the Contract.

In the event of any conflict between the terms of the Contract and this Operating Plan, the terms of the Contract, including its designations and amendments, will prevail.

This plan will be reviewed annually by the Superintendent in consultation with the Concessioner and revised as determined necessary by the Superintendent of the Area. Any revisions shall not be inconsistent with the main body of this Contract. Any revisions must be reasonable and in furtherance of the purposes of the Contract.

2) RESPONSIBILITIES

A) Concessioner

To achieve an effective and efficient working relationship between the Concessioner and the Service, the Concessioner must designate an on-site general manager who:

- (1) Has the authority and the managerial experience for operating the required and authorized concessions facilities and services within the Area;
- (2) Will employ a staff with the expertise and training to operate all services required and authorized under this Contract;
- (3) Has full authority to act as a liaison in all concession administrative and operational matters within the Area; and,
- (4) Has the responsibility for implementing the policies and directives of the Service.

B) Service

The Superintendent of Cape Cod National Seashore has the responsibility for all Area operations, including concession operations. The Superintendent carries out the policies and directives of the Service, including concession program management. Directly, or through designated representatives, the Superintendent reviews, directs, and coordinates concessioner activities relating to the Area. This includes:

- (1) Evaluation of concessioner services and facilities;
- (2) Review and approval of rates charged for all commercial services; and,
- (3) Review and approval of any proposed improvement to facilities.

3) GENERAL OPERATING STANDARDS AND REQUIREMENTS

A) Schedule of Operation

- (1) *Obligation.* The Concessioner must submit approximate dates and hours of operation to the Service for approval by March 15 of each year. The Concessioner must obtain written approval from the Service before reducing the operating season or operating hours. The Concessioner may extend the operating season or operating hours without additional approval, but must notify the Service in writing in advance of making any such change.
- (2) *Minimum Hours*

Season	Hours
Memorial Day through end of June	Weekends only: 11:00AM- 5:00PM
July 1 through Labor Day	7 days a week: 10:00AM-8:00PM
Labor Day through Columbus Day Weekend	Weekends only: 11:00AM-2:00PM

B) Rate Determination and Merchandise Approval Process

- (1) *Rate Determination.* The Service ensures that the Concessioner's rates and charges to the public are commensurate with the rates charged for a similar level of services and facilities provided by the private sector. The Service will judge the reasonableness of rates based on current concession management guidelines. Rate approval methods are subject to change.
 - (a) Food and Beverage Rates. Items that have a MSRP should be sold at that rate. Items without a MSRP will be at core menu (see Appendix G for the Rate Administration Guide). The Concessioner must submit its core menu for rate approval prior to implementation. The Concessioner must notify the Service of changes to core menu items. It is not necessary to notify the Service of changes to non-core menu items.
 - (b) Merchandise Rates. Rates will be determined using manufacturer's suggested retail price (MSRP), or if this is not available, Competitive Market Declaration. Merchandise items must be clearly marked with a price. The Competitive Market Declaration will be evaluated on an annual basis.
- (2) *Request Submittal for Annual Rate Changes.* The Concessioner must submit any rate increase requests in writing to the Superintendent by January 1st of each calendar year. The Service will approve or disapprove this request and will inform the Concessioner within 60 days or notify the Concessioner if another rate approval method is necessary. The Service will accept for consideration one rate change request (per offered service) per year unless there are extenuating circumstances.
- (3) *Information Required.* The Concessioner must provide detailed information necessary to enable the Service to assess rates. The Concessioner should consult the current Concession Management Guidelines (NPS-48) and Rate Administration Guide for a list of pertinent information to include.
- (4) *Approval Rate Posting.* The Concessioner must prominently post all rates for goods and services provided to the visiting public.
- (5) *Rate Compliance.* The Service's Concession Management staff may periodically conduct on-site comparability studies with follow-up telephone calls to update rate information for a rate review. Rate compliance will be checked during periodic operation evaluations and throughout the year. Approved rates will remain in effect until superseded by written changes approved by the Service.
- (6) *Reduced Rates for Government Employees.* Goods and services may not be provided to government employees or their families without charge or at reduced rates that are not available to the public.

C) Evaluations

- (1) The Concessioner must ensure adequate public health, safety, and environmental protection; and must provide satisfactory services and accommodations for the Area visitor within the assigned areas of responsibility. The Concessioner must ensure that operation of facilities and services required and authorized by this Contract conform to the evaluation standards set forth in the current NPS Concessions Management Guidelines. The Concessioner must institute inspection programs as necessary to ensure performance. Concessioner inspections must include but are not limited to the following:
 - (a) *Safety Inspection.*

The Concessioner must perform periodic interior and exterior safety inspections of the Concession Facilities, in accordance with its documented Risk Management Plan. The Concessioner must conduct health and safety inspections. The Concessioner must ensure employee compliance with health, fire, and safety code regulations as well as the Service's policies and guidelines.
 - (b) *Fire Inspections.*

The Concessioner must contract with an independent, certified professional to conduct fire extinguisher inspections and other life, health, and safety system inspections on an annual basis starting with year two of the Contract.

- (2) The Service and/or its representatives will separately evaluate and monitor Concession Facilities and services with respect to Service policy, applicable standards, authorized rates, safety, public health, environmental compliance, impacts on cultural and natural resources, identified maintenance and operating deficiencies, and visitor satisfaction, concerns, and reactions.
 - (a) Periodic Operation Evaluations.

The Service will conduct a minimum of two periodic evaluations of Concession Facilities and services to evaluate conformance to operational standards. Local managers will be contacted at the time of evaluations so that a Concessioner representative may accompany the Service evaluator.
 - (b) NPS Risk Management Evaluation.

The Service may annually conduct an evaluation of the Concessioner's Risk Management Program. Safety will also be a component of regular periodic evaluations.
 - (c) Public Health Evaluations.

A US Public Health Service Sanitarian will conduct periodic inspections and evaluation of the Concessioner's food and beverage service.
 - (d) Environmental Inspections.

The Concessioner will be subject to a baseline environmental audit and then subsequent routine audits. The scope of the audit includes applicable federal, state and local laws and regulations, applicable DOI and NPS policies and regulations, and other criteria as contained within the current NPS Environmental Audit Program Operating Guide.
- (3) *Visitor Comments*. In order to elicit responsive visitor comments, the Concessioner must provide Service-approved comment cards/sheets and make them available to visitors in order to measure service, quality, pricing, and overall Area experience.
 - (a) The Concessioner must respond within ten business days in writing to all visitor complaints regarding Concessioner facilities or services. A copy of the complaint and response with any supporting material will be provided to the Service.
 - (b) The Concessioner must forward to the Service all comments on a monthly basis and all complaints on a weekly basis.
 - (c) The Service will forward to the Concessioner any comments and complaints received regarding Concessioner facilities or services. The Concessioner must respond to any such complaints within ten business days. The Concessioner must provide a copy of any such responses to the Service, and a copy of any Service responses will be forwarded to the Concessioner.
- (4) *Other Evaluation Criteria*. The Concessioner will also be evaluated in terms of compliance with Contract requirements, such as timely payment of franchise fees, timely submission of annual financial reports, and timely proof of general liability and workers compensation insurance.

The Concessioner must meet with Service officials to prioritize and schedule the correction of deficiencies and the implementation of improvement programs resulting from these inspections. The Concessioner must correct deficiencies and abatement plans within dates assigned by the Service. The results of these inspections and corrective actions will result in an Annual Overall Rating. In addition to the above, the Service reserves the right to enter the Concession Facilities at any reasonable time for any evaluation or inspection or when otherwise deemed necessary.

D) General Policies

- (1) *Facilities Use*. The Concessioner must not use Concession Facilities for activities or services that do not directly and exclusively support services required or authorized by the Contract without written permission from the Service.
- (2) *Smoking Policy*. Smoking is not permitted in the facility.
- (3) *Credit Cards*. The Concessioner must honor Government-issued credit cards and, at a minimum, MasterCard and Visa cards.

- (4) *Lost and Found.* The Concessioner must establish and provide an effective program for handling lost and found or unattended property in Concession Facilities. The Concessioner's lost and found program must conform to the DO #44, Personal Property Management, and Personal Property Management Handbook No. 44, which can be found at https://www.nps.gov/subjects/policy/upload/DO_44_2-8-2008.pdf
 - (a) Found Property. The Concessioner must tag found items to identify the item, date, location, and name of finder, and must complete a Service supplied Lost and Found Report. The Concessioner must report items estimated to be worth \$100 or more to the Service as soon as possible. The Concessioner must deliver all items and reports to the Service's Lost and Found Coordinator within 72 hours, or not less than two times per week.
 - (b) Returning of Property. The Concessioner must allow owners to claim property on location after proper identification of the item and owner has been established and after the owner has provided his or her name, address, and signature acknowledging receipt of property on a Service supplied Lost and Found Report.
 - (c) Lost Property. The Concessioner must report all lost items in detail on Service supplied Lost and Found Report and delivered to Service Lost and Found Coordinator within 72 hours.
- (5) *Interactions with Wildlife.*
 - (a) The feeding of wildlife within the Area is not permitted. The Concessioner must discourage the feeding of wildlife, and must take an active role to educate and inform visitors of Service regulations regarding feeding and interacting with wildlife
 - (b) The Concessioner must ensure that wildlife cannot have any access to the following items within its assigned area: human food, pet food, garbage, unwashed dishes, recyclable food and beverage containers containing food residue, toiletries, soaps and other items with attractive odors.
- (6) *Signs and Labels.* The Concessioner must ensure that all signs it posts have a professional appearance, and are approved by the Service in writing prior to installation.

E) Services Authorized, but Not Required

- (1) *Advance approval.* If the Concessioner offers visitor services that are authorized but not required, it must submit a request in writing to the Service with a proposal for operations. The Concessioner must not begin such services until it received written approval from the Service.
- (2) The Concessioner must ensure that any authorized but not required services it offers:
 - (a) Comply fully with the Contract.
 - (b) Do not interfere with the general public's enjoyment of the Area.
 - (c) Are restricted to the Concessioner's land assignment unless otherwise authorized.

F) Human Resources Management

- (1) *Employee Identification and Appearance.* All concession employees in direct contact with the general public must wear an approved uniform item, i.e., shirt with logo or name tag, which clearly identifies them as employees of the Concessioner. Employees must maintain a neat and clean appearance; and project a hospitable, positive, friendly, and helpful demeanor.
- (2) *Employee Hiring Procedures*
 - (a) General Manager. The Concessioner must employ an on-site General Manager who is responsible for the successful implementation of the terms required by the Contract. The onsite General Manager must have full authority to act as a Service liaison in all concession administrative and operational matters.
 - (b) Staffing Requirements. The Concessioner must hire a sufficient number of employees to provide satisfactory visitor services throughout the season.
 - (c) Drug-free Environment. The Concessioner must maintain, to the greatest extent possible, a workplace free of illegal drug-use. Should any illegal drug use occur, the Concessioner must promptly report it to the Chief Ranger.

- (d) Background Checks. The Concessioner must conduct appropriate background reviews of applicants for employment as appropriate for the job position. The Concessioner must not hire or retain any person known to have an outstanding warrant for arrest.
- (e) Service Employees. The Concessioner must not employ in any status a Service employee, the spouse, or dependents of the Superintendent, Superintendent's Office or Concessions Management Office. The Concessioner must not employ in any status a spouse or dependent of other Service employees without the Superintendent's prior written approval.
- (3) Training. The Service will provide necessary information to the Concessioner to include in employee training. Concessioner must submit its annual training plan to the Service by March 1 of each year.
 - (a) Orientation. The Concessioner must provide mandatory employee orientation and training and must inform employees of Service's regulations and requirements that affect their employment and activities while working within the Area. The Concessioner must also provide all its employees with general environmental awareness training. As part of orientation, the Service may also review concessions regulations and Service policy with employees and managers.
 - (b) Area Specific Training. The Service may provide Area-related training to the Concession employees prior to the start of the season.
 - (c) Job Training. The Concessioner must provide appropriate job training and customer service training to each employee before they begin working with the public.
 - (d) Environmental Management and Risk Management. The Concessioner must provide applicable training in environmental management and risk management to all employees at the start of their employment and annually thereafter. The Concessioner must conduct routine fire drills of all Concession Facilities as required by the Risk Management Plan. The Concessioner must ensure that all employees are familiar with evacuation plans, emergency exits, emergency lighting, and fire reporting procedures, and must include a fire drill as part of its employee training.
- (4) Organized Labor Activity. The Concessioner is required to comply fully with the National Labor Relations Act (NLRA), 29 U.S.C. §§ 151–169, and the applicable rules, regulations, and orders of the Secretary of Labor. The NLRA prohibits employers from interfering with, restraining, or coercing employees in the exercise of their rights relating to organizing, forming, joining, or assisting a labor organization for collective bargaining purposes; working together to improve terms and conditions of employment; or refraining from any such activity. Similarly, labor organizations may not restrain or coerce employees in the exercise of these rights.

4) RISK MANAGEMENT

The Concessioner must maintain a Risk Management Program to ensure a safe and risk-free employee and visitor environment. The Concessioner must develop a Risk Management Plan within 60 days of the effective date of Contract execution. This plan will be reviewed and approved annually by the Service, in accordance with Occupational Safety and Health Administration ("OSHA") regulations, National Fire Protection Association ("NFPA") codes, and Service policies and guidelines. The Concessioner must submit updates to the program by March 1 of each operating year. The Concessioner must include, at a minimum, the following components in its Risk Management Program:

(1) *Administration*

Management commitment, roles and responsibilities, safety budgeting, and other administrative aspects.

(2) *Inspections*

Who will conduct inspections, what they will cover and how often they will be conducted.

(3) *Deficiency Classification and Hazards Abatement Schedules*

How deficiencies that are identified by the Service or Concessioner will be addressed.

(4) *Accident Reporting and Investigation*

Procedures to provide accident reporting to OSHA and the Park.

(5) *Emergency Procedures*

What emergency procedures are developed (e.g., fire, hurricane, etc.)

5) ENVIRONMENTAL MANAGEMENT PROGRAM

The Concessioner must prepare, with guidance from the Service, an Environmental Management Program ("EMP") in accordance with Section 6 of the Contract and must update the plan annually. The Concessioner must submit its initial plan within 60 days of the effective date of Contract execution and must submit updates annually thereafter by March 1 of each year. Further specifications and requirements are found in other sections of this Operating Plan and the Maintenance Plan, Exhibit E to this Contract.

6) EMERGENCY SERVICES

A) Law Enforcement

The Service has primary responsibility for providing visitor protection and law enforcement.

B) Fire Protection

- (1) The Concessioner must ensure that the Concession Facilities conform to all applicable National Fire Protection Association (NFPA) Codes unless specific variance is granted by the Service.
- (2) The Concessioner must ensure that a fire extinguisher suitable for use on all classes of fires in compliance with NFPA standards is located in each building within its assignment.
- (3) The Concessioner must train and equip personnel for evacuation of employees and visitors.
- (4) The Concessioner must ensure that fire detection and fire suppression equipment (including all fire extinguishers) is maintained in good operating condition at all times.
- (5) The Concessioner must detect and report all structural fires immediately (911).

C) Emergency Medical Care

- (1) *Emergency.* The local community provides emergency response and medical services.
- (2) *Training.* The Concessioner is encouraged to have employees certified in First Aid and CPR.

D) Emergency Reporting Procedures

- (1) The Concessioner and its employees must immediately notify the Service's personnel of any life threatening emergency occurring in the Area. The Concessioner must ensure that the following numbers are available to all employees and posted prominently at appropriate locations.
 - (a) Life-threatening emergencies: 911 and then Service dispatch
 - (b) Non-emergencies: Service Dispatch Center
- (2) The Concessioner must train all its employees in proper emergency reporting procedures including how to provide essential information, e.g., a call back number at their location. Service Dispatch will dispatch Service rangers and emergency personnel.

7) PUBLIC RELATIONS

A) Required Notices

The Concessioner must post the following notice prominently at all Concessioner cash registers and payment areas:

"This service is operated by (Concessioner Name), a Concessioner under contract with the U.S. Government and administered by the National Park Service. The Concessioner is responsible for conducting these operations in a satisfactory manner. Prices are approved by the National Park Service.

Please address comments to:

Superintendent
Cape Cod National Seashore
99 Marconi Site Road
Wellfleet, MA 02667

This is a facility operated in an area under the jurisdiction of the U.S. Department of the Interior. No discrimination by segregation or other means in the furnishing of accommodations, facilities, services, or privileges on the basis of race, creed, color, ancestry, sex, age, disabling condition or national origin is permitted in the use of this facility. Violations of this prohibition are punishable by fine, imprisonment, or both."

B) Public Statements

The Concessioner must refer all media inquiries concerning operations within the Area to the Service.

C) Advertisements and Promotional Material

(1) Promotional Material

- (a) Approval. The Concessioner must submit all promotional material for review and approval before publication, distribution, broadcast, etc. The Concessioner must contact the Service well in advance to establish specific time frames for each project review. The Service may require that unapproved promotional material be removed from circulation.
- (b) Changes. The Concessioner must submit all promotional media (including websites) changes and layout to the Service for review at least 30 days prior to projected need/printing dates. The Service will respond to minor changes to brochures and other texts within 15 days if reasonably possible. Longer periods may be required for major projects or where assistance from the Service staff is required to help develop the product.
- (c) Area Publications. Area publications and websites may include information on Concessioner operated facilities within the Area. The Service will include in its publications (as appropriate) information about the Concession operations, including the operating schedule.

(2) Required Statements

- (a) Authorization. The Concessioner must include in all its advertisements and promotional materials, including broadcast copy, a statement that the Concessioner is authorized by the National Park Service and the Department of the Interior to serve the public in Cape Cod National Seashore.
- (b) Equal Opportunity. The Concessioner must state in all its Advertisements for employment that the company is an equal opportunity employer.

(3) Use of National Park Service Authorized Concessioner Mark (Mark). The Service has an approved Mark it allows concessioners to use to advertise the official relationship between the Service and the Concessioner. The Mark consists of the official NPS Arrowhead and the words "Authorized Concessioner."

- (a) Authorized Users. The Concessioner is authorized to use the Mark on and after the effective date of the Contract in accordance with the approval procedures below. The Concessioner must have received a satisfactory or marginal rating in the previous Annual Overall Review to use the Mark following the first year of the Contract.
- (b) Authorized Uses of the Mark. The Concessioner may use the Mark in publications; written advertising; brochures; web-based information; interpretive materials; or broadcasts (television, film or other audio/visual) associated with required or authorized services; facility signs designed, constructed, or commissioned for official Concessioner functions or purposes; and signs placed on visitor transportation systems, vessels and aircraft.
- (c) Prohibited Uses of the Mark. The Concessioner must not use the Mark on merchandise, souvenirs and clothing presented for sale to the public; Concessioner employee uniforms; or Concessioner equipment and transportation equipment not specifically providing required or authorized visitor services.

- (d) Approval. The Concessioner must submit a written request to the Service for approval to use the Mark. The submittal must include proposed applications and sample layouts. The Concessioner must not use the Mark until the Service has approved the request in writing.
- (e) Artwork and Layout. The Concessioner must use official artwork provided by the Service in accordance with the Authorized Concessioner Mark Guidelines available on the NPS Commercial Services web site.

8) SPECIFIC OPERATING STANDARDS AND REQUIREMENTS

A) Service Requirements

- (1) *Food and Beverage Service*. The Concessioner must meet the following criteria for all foods and beverage sales:
 - (a) The Concessioner must ensure that the menus of all food and beverage locations comply with "National Park Service Healthy Food Choice Standards and Sustainable Food Choice Guidelines for Front Country Operations Healthy Food Standards – Front Country Operations," which is hereby included in this Contract by reference. These standards provide guidance for Food Ingredients and Choices; for Food Preparation; and for Food Education.
 - (b) The Concessioner must purchase sustainable foods, environmentally preferable products and services that have a lesser or reduced effect on human health and the environment when compared with competing products or services that serve the same purpose, where economically and technically feasible and appropriate, as defined by "National Park Service Healthy Food Choice Standards and Sustainable Food Choice Guidelines for Front Country Operations Healthy Food Standards – Front Country Operations."
 - (c) Menu–The menu will maintain a price range and variety of food services to accommodate a wide range of Area visitors.
 - (d) Alcohol Sales – Alcohol sales are an authorized, but not required service. If the Concessioner offers alcoholic beverage sales, the Concessioner must obtain an alcohol license from the Local Licensing Authority and must ensure adherence to all federal, state and local laws pertaining to the sale of alcohol.
 - (e) Convenience Item Sales: Convenience item sales are an authorized, but not required service. If the Concessioner offers convenience item sales, the Concessioner must limit its sales to items such as sunscreen, and refillable water bottles.

9) REPORTING REQUIREMENTS

A) Park Reporting Requirements

The Service will prepare the Concessioner's annual performance evaluation during January for the preceding calendar year's operation. The Concessioner must meet with the Service to discuss the annual evaluation, which includes contractual, operational, public health, and safety components.

B) Concessioner Reporting Requirements

The following reports are in addition to those required by the Contract and Maintenance Plan. These reports will be delivered to the Superintendent's Office. The Service, including its representatives, will be allowed to review supporting documentation for all operational reports upon request.

- (1) *Financial*. Annual Financial Reports (AFR). The Concessioner must submit its AFR to the Superintendent's office annually, as soon as possible, but not later than 120 days after the last day of the Concessioner's fiscal year.
- (2) *Health and Safety*.
 - (a) Accident/Incident Reports. The Concessioner must immediately report to Chief Ranger or 911 the following:
 - Any employee or visitor fatalities;
 - Employee or visitor injuries requiring more than minor first aid treatment;

- Personal and real property damage estimated to be over \$500;
 - Any wildland/structural fires;
 - Any motor vehicle accidents;
 - Any incident that affects Area resources, including, but not limited to, all spills of hazardous or non-hazardous substances; and
 - Any known or suspected violations of the law.
- (b) Human Illness Reporting. The Concessioner must report information about any human communicable illnesses whether employees or guests to the Concessions Specialist immediately. This information, along with other information received, will be inspected by a Service Sanitarian to help identify outbreaks of illness associated with contaminated water or food sources or caused by other adverse environmental conditions. Initial reports will be made by telephone.
- (3) *Visitor Use Reports*. The Concessioner must submit a monthly visitor use report by the 15th day of the following month. The Concessioner must ensure that all customer satisfaction data is readily available on-site for review by the Service. The Concessioner must also provide annually a tabulated summary of all visitor comments to the Service by January 1st of the following year.
- (4) *Annual Management Plan*. The Concessioner must submit an annual management plan sixty (60) days prior to the first day of operation. The annual management plan must include, but is not limited to: clear objectives for the operating year, activities, concerts and events to be delivered, quality standards, hours of operation outside the minimum contract requirements, managers, staffing, and any important operational information for the Service to review.

C) Summary of Reports

Responsible Party	Title	Schedule	Due Date	Reference
Concessioner	Proposal of opening/closing dates and operating hours	Initial/Annually	March 15	Operating Plan Sec. 3(A) (1).
Concessioner	Rate Schedule and Annual Rate Change Request	Initial/Annually	January 1	Operating Plan Sec.3 (B) (2).
Concessioner	Menu Review and Approval	Initial/Annually	January 1	Operating Plan Sec. 3(B) (3).
Concessioner	Certificate of Insurance and Statement of Insurance	Initial / Annually	Prior to the start of the contract, annually thereafter, and notification of cancellation or policy changes.	Contract Sec. 11(B)(3)
Concessioner	Risk Management Plan	Initial/Annually	Within 60 days of the effective date of the Contract. Updates due by March 1 of each year	Operating Plan Sec. 4
Concessioner	Environmental Management Program	Initial/Annually	Within 60 days of the effective date of the Contract. Updates due by March 1 of each year	Contract Sec. 7 and Operating Plan Sec. 5

Concessioner	Annual Financial Report	Annually	No later than 120 days after the last day of the Concessioner's fiscal year	Contract Sec. 13(B)
Concessioner	Inspection of fire, life, and safety systems	Initial/Annually	Within 60 days of effective date of the Contract and annually thereafter	Operating Plan Sec. 3(C)(3)
Concessioner	Visitor Use Reports	Monthly	By the 1st day of the following month of each month of operations	Operating Plan Sec. 9(B)
Concessioner	Annual Management Plan	Annually	60 Days prior to the first day of operation	Operating Plan Sec. 9(B)
Concessioner	Franchise Fee Remittance	Monthly	By the 15th day of the following month of each month of operations	Contract Sec. 7(C)