

Request for Proposals No. 21-004

Outdoor Recreation Camp Programs 2021-2023

Issue Date 23rd December, 2020

Closing Date and Time January 21, 2021 on or before 3:00 p.m. Pacific Time

Submissions and Questions are to be directed to: Chrissie Finnie Recreation & Parks Programmer 250-248-4744, x3607 <u>cfinnie@rdn.bc.ca</u>

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1.0 Introduction

The Regional District of Nanaimo (the RDN) invites Proposals from qualified service providers for the delivery of outdoor spring break and summer camps to be delivered within its Regional and Community Parks.

The RDN aims to have a number of programs for within the region for a three-year term with services beginning March 1, 2021- December 31, 2023 inclusive.

1.1 Background Information

RDN Recreation and Parks is a department of the Regional District of Nanaimo. The department is funded through a combination of property taxes, government grants and revenues derived from the sale of services.

Recreation and Parks Operating Philosophy

- We strive for **quality and excellence** in all that we do making optimal use of all available resources, accountable and a model of good government and public service.
- Individually, we reach for the highest levels of **professionalism** possible being knowledgeable, evaluating and improving our services and ourselves continually.
- We understand the importance of team and **teamwork** to our collective productivity, enjoying each other's talents and contributions and treating one another with respect.
- Above all, we are committed to **customer service** courteous, considerate, friendly, flexible and responsive at all times.

2.0 Scope of Work, Schedules, Contractor Requirements and Evaluation Criteria

2.1 Definitions

Throughout this request for Proposal the following definitions apply:

"RDN" or "Regional District" means the Regional District of Nanaimo.

"Proponent" means a qualified instructor or business that submits a proposal in response to this Request for Proposal

"Proposal" means a submission in response to this Request for Proposal

"RFP" means Request for Proposal

"Services" means the works requested to be performed as per this RFP

"Employee" means an employee, a subcontractor and its employees, volunteers or any other person under the Contractor's control and supervision or for which it is responsible in law.

2.2 Scope of Services

The Proponent will be required to provide the following services:

- 1. Provide outdoor recreation programming in Regional District of Nanaimo regional and community parks in the form of day programs/camps for children and youth 3-16 years.
- 2. Work collaboratively with RDN personnel to deliver programs in accordance to RDN Policies and Procedures.
- 3. Hire, train and supervise all employees.
- 4. Ensure employees have current first aid (Emergency First Aid or Standard First Aid or Emergency Childcare First Aid) and CPR B or C.
- 5. Ensure adequate first aid supplies are on site during all program times.
- 6. Cover the costs of supplies, insurance, criminal record checks, and anything else needed for program instruction.
- 7. Provide adequate supervision of all participants as outlined in the proposal.

The Regional District of Nanaimo agrees to coordinate advertising, class registrations/cancellations, the collection of revenues and minor administrative duties associated with the program at no cost to the successful Proponents. An overview of RDN Recreation is available at <u>www.rdn.bc.ca/recreation</u> and an interactive "Parks and Trails Finder" that shows parks and trails in the RDN is available at <u>http://www.rdn.bc.ca/parks-services</u>.

2.3 Annual Schedule

The following schedule will be required for each year of the agreement. The Proponent will submit the following information in writing to the Recreation Programmer:

- 1. Program descriptions and dates:
 - a. Spring/Summer Active Living Guide = typically by December 1 (for summer camp programs)
 - Fall/Winter Active Living Guide = typically by June 1 (for spring break camp programs)
- Confirmation that all employees meet the criteria outlined in (a) Experience and Qualifications and (b) Criminal Record Checks must be received one month prior to commencing service
- 3. Copy of WCB coverage within one month prior to commencing service
- 4. Copy of Insurance within one month prior to commencing service
- 5. Annual planning and review meetings with Recreation Programmer as needed prior to Active Living Guide deadlines (as in 1. above).

2.4 Contractor Requirements

Insurance

The Proponent shall maintain and provide evidence of Comprehensive General Liability Insurance in an amount not less than five million dollars (\$5,000,000.00) inclusive per occurrence against bodily injury and property damage. The Regional District is to be added as an additional insured under this policy, is to be endorsed to provide the Regional District with 30 days advance written notice of cancellation or material change and include a cross liability clause.

Automobile third party liability insurance in an amount not less than \$5,000,000 inclusive per occurrence for bodily injury, death, and damage to property, covering all vehicles owned or leased by the Proponent.

Registration with Workers' Compensation Board

The Proponent will provide to the Regional District evidence satisfactory to the Regional District that the Proponent has paid and satisfied any and all assessments payable under the *Workers Compensation Act* or any regulation thereunder with respect to the Services to be provided under this Agreement.

Criminal Record Checks

Proponents and their employees require criminal record checks. Proponents shall at all times during the term of this Agreement comply with the Criminal Records Review Act (British Columbia). The Proponent shall ensure that all its employees under this Agreement undergo a criminal records check not more than **12 months** prior to commencing services.

Experience and Qualifications

A Proponent must meet the following minimum requirements to be considered for evaluation pursuant to this RFP:

- 1. Has provided outdoor recreation programming for children's and youth camps within the past three years in similar circumstances.
- 2. Demonstrates an understanding of programming outdoor recreation for children and youth.
- 3. Has necessary training, qualifications and experience, and ensures any staff hired to perform the service, are also qualified and experienced.
- 4. Has the required staffing and equipment to address the scope of the services.
- 5. Demonstrates a commitment to providing quality and excellence in service delivery, communicating professionally, and working in a collaborative manner.

2.5 Evaluation Criteria

Proposals will be evaluated on the basis of the following criteria using the scoring grid outlined in Appendix B and the RDN will create a shortlist of Proponents. Shortlisted Proponents may be required to attend a brief interview. Evaluators may revisit their scores if an interview is conducted.

Notwithstanding the above noted criteria, the RDN reserves the right to accept any or none of the proposals submitted in response to this RFP and will evaluate proposals based on the best value offered to the RDN and not necessarily on the lowest price.

The acceptance of any proposal is subject to funds being legally available and/or approval by the RDN's Board or the RDN officer or employee having authority to accept the proposal.

While previous experience with the RDN is not required and does not in any way confer an advantage, the RDN's previous experience with the Proponent may also be taken into consideration in its evaluation of Proposals. The RDN reserves the right to rely upon its records, references and recollection in this regard. The RDN may also obtain references other than those provided by the Proponent and may use these references in determining the best value.

The RDN reserves the right to enter into negotiations with one or more Proponents concerning the terms and conditions of services to be provided, and expressly reserves the right through such negotiations to request changes, alterations, additions or deletions from the terms of any Proposal received.

By submitting a proposal, the Proponent acknowledged the RDN's rights under this clause, and without limiting any other provision of the RFP, absolutely waives any right of action against the RDN for the RDN's failure to accept the Proponents proposal.

3.0 **RFP Instructions and Requirements**

3.1 Submission Contents

Proponents should meet the following requirements to be considered for further evaluation:

- A cover letter shall be provided with the proposal clearly stating the understanding of the services to be provided. The letter must include the name(s) of the person(s) who will be authorized to make representations for the proponent, their title(s) and telephone number(s). The person signing the covering letter must be authorized to bind the proposer.
- 2. Proponents should respond to **all** the items listed below in the order they are presented:
 - a. **Company Profile and Contact**: A brief profile indicating the scope of practice and the range of activities performed. Identify the Proponent's contact person, mailing address, phone number and email address.
 - b. Qualifications and Experience: List the Proponent's current and past training, qualifications and experience. Describe your familiarity and experience with recreation services and philosophies. If additional staff will be hired, describe recruitment and staff qualifications and experience.
 - c. **Service Delivery Approach**: Proposals must show a clear understanding of the work to be performed. This would include creative approaches that introduce and maintain

participant interest in the program and develop skills that will support lifelong healthy living.

- d. **Staffing Structure**: The number of instructors available, and the instructor to participant ratios (and age groupings if applicable).
- e. **Fee Proposal**: Proponents will be paid 70% of the **net** revenue or a flat rate based on minimum and maximum registration and registration fees proposed. Net revenues will be calculated as Registration fees (with adjustments for refunds/withdrawals) less facility rentals (if applicable). Proposals must include the fees charged to each participant and any costs associated with the service.
- f. **References**: Three professional references from the last three years. Include a contact name, telephone number and email address for each reference.

3.2 Submission Process

Proposal must be submitted electronically, via email to <u>cfinnie@rdn.bc.ca</u>, and clearly marked 'RFP for Outdoor Recreation Camp Programs', Attention: Chrissie Finnie, Recreation Programmer, on or before 3:00 p.m., Pacific Time, January 21, 2021.

All inquiries regarding this RFP must be sent by email to Chrissie Finnie, RDN Recreation and Parks Programmer, <u>cfinnie@rdn.bc.ca</u> no later than 3:00 p.m. January 18, 2021.

Submissions may be withdrawn before the deadline upon email notice to Chrissie at cfinnie@rdn.bc.ca.

If the RDN determines that an amendment is required to this RFP, the RDN will post the Addendum on the RDN (www.rdn.bc.ca) websites. Each addendum will be incorporated into and become part of the RFP. No amendment of any kind to the RFP is effective unless it is contained in a written addendum issued by the RDN. It is the sole responsibility of the Proponent to check and ensure all amendments are included prior to submitting their final Proposal submission.

3.3 Notification of Results

All proponents will be contacted with the results of the selection process within two (2) weeks of the closing date. Email notice of approval will be given to the successful Proponent followed by the signing of the Recreation Contractor Services Agreement.

3.4 Successful Proponent

Upon receipt of award, the successful proponent(s) will be prepared to start work on the outdoor recreation program planning. This RFP and the successful proposal(s) will form part of the contract between the proponent and the RDN. Refer to Appendix B: Recreation Contractor Services Agreement for example of contract. Proponents should carefully review this form of Contract. Proponents may (but are not required to) request that RDN consider revisions to the form of Contract. Proponents should submit such requests in their proposal submission.

3.5 Key Dates

December 23, 2020	Issue date
January 21, 2021	Closing date
February 1, 2021	Notice of award issued by

4.0 General Terms and Conditions

4.1 Term of Engagement

It is the intention of the Regional District to enter into a three-year agreement with the successful Proponent(s) to provide services beginning March 1, 2021- December 31, 2023 inclusive. See Appendix B: Recreation Contractor Services Agreement for Termination clause.

4.2 Conflict of Interest and Solicitation

Proponents must ensure that they are not in a position that may be perceived as a conflict of interest. Proposals will not be evaluated if the proponent's current or past corporate or other interests are, in the reasonable opinion of the RDN, deemed or perceived to be a conflict of interest in connection with this RFP or the activities or mandate of the RDN. If any director, employee, agent or other representative of a proponent makes any representation or solicitation to an RDN Board member, officer or employee with respect to a proposal submitted in response to this RFP, before or after submission, the RDN shall be entitled to reject the proposal.

4.3 **Proponent's Expenses and Cancellation**

Proponents are solely responsible for their own expenses in preparing a proposal and for subsequent negotiations with the RDN if any. The RDN reserves the right to cancel this RFP at any time and for any reason, and will not be responsible for any loss, damage, cost or expense incurred or suffered by any proponent as a result of that cancellation.

Appendix A:

EVALUATION GRID FOR OUTDOOR RECREATION

PROPONENT_____

DATE:_____

Max. Score	Proponent's score	Comments
 Criteria Cover letter completed and signed by person authorized to bind the Proponent to statements made in the submission. Proposal must be received on or before the posted closing date and time. 		
CRITERIA 1 – 5 IS WORTH A TOTAL OF 60 POINTS		
	Son authorized to bin the posted closing dat CRITERIA 1 – 5 IS WORTH A TOTAL OF 60	Son authorized to bind the Proponent ne posted closing date and time. CRITERIA 1 – 5 IS WORTH A TOTAL OF 60

Other required or beneficial		
certification for the service		
 3. Service Delivery Approach Outlines a clear description of the work to be performed. Suitable, age-appropriate, creative approaches to providing service Supports the development of skills that will support lifelong active healthy lifestyles. 		
 4. Staffing Structure Identifies the number of instructors available Identifies the instructor to participant ratios (and age groupings if applicable). 		
 5. References Three professional references within the last three years 		
 6. Fee Proposal Identifies proposed fees charged to each participant and any costs associated with the service (e.g. facilities, equipment, wages, taxes, etc.) including any increases in years 2 and 3. Makes optimal use of all available resources allowing for the lowest price for the customer Competitive and appropriate fees for economics of Regional District of Nanaimo communities. 	40 Points	

Proposals submitted should be in enough detail to allow the RDN to determine the Proponent's qualifications and capabilities from the documents received. The selection committee, formed at the RDN's sole discretion, will score the Proposals in accordance with the criteria provided.

The RDN may evaluate proposals on a comparative basis by comparing one proponent's proposal to another proponent's proposal. The RDN reserves the right to not complete a detailed evaluation if the RDN concludes the proposal is materially incomplete or, irregular or contain any financial or commercial terms that are unacceptable to the RDN.

Appendix	B:
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DRAFT RECREATION CONTRACTOR SERVICES AGREEMENT

THIS AGREEMENT made the _____ day of _______, 20____

BETWEEN:

REGIONAL DISTRICT OF NANAIMO Recreation and Parks Department 830 West Island Highway Parksville, BC, V9P 2X4

(hereinafter called the "Regional District")

AND:

(hereinafter called the "Contractor")

NOW THIS AGREEMENT WITNESSETH:

THAT in consideration of the terms, conditions and covenants hereinafter set forth, the Regional District and the Contractor covenant and agree each with the other as follows:

1. Services

The Regional District retains the Contractor to provide the Services described in Schedule "A" (the "Services") and the Contractor agrees to provide the Services in a diligent manner.

2. Term

The Contractor will provide the Services during the period (hereinafter called the "Term") commencing on March 1, 2021 and ending on December 31, 2023, unless sooner terminated as hereinafter provided.

3. Payment

The Regional District will pay to the Contractor, for the Services, the amount, in the manner and at the times set out in Schedule 'B' attached hereto. The Contractor agrees to accept the amount as full payment and reimbursement. No additional amounts may be charged by the Contractor.

4. Independent Contractor

The Contractor will at all times be an independent contractor and not the servant, employee, or agent of the Regional District.

5. Assignment and Sub-contracting

The Contractor will not, without the prior written consent of the Regional District, assign or subcontract this Agreement or any portion thereof.

6. Criminal Records Information

- i. Unless specifically noted, all Contractors and their employees require criminal record checks. RDN contractors and employees may come into contact with children and/or vulnerable people or populations. All criminal records costs are the responsibility of the Contractor.
- ii. For the purpose of the Criminal Record Review Act, the following terms are explained further:
 - "children" means a child or children under the age of 19 years of age;
 - "conviction" has the meaning ascribed to it in the Criminal Record Review Act, R.S.B.C. 1996, c. 86 (the "CRRA");
 - "employee" means an employee, a subcontractor and its employees, volunteers or any other person under the Contractor's control and supervision or for which it is responsible in law.
 - "relevant offence" and "specified offence" have the meaning ascribed to them under the CRRA;
 - "work with children" means working with children directly or indirectly or having or potentially having unsupervised access to children in the ordinary course of employment or in the practice of an occupation including, without limitation, all Regional District parks and recreation facilities.
- iii. The Contractor shall at all times during the term of this Agreement comply with the Criminal Records Review Act (British Columbia).
- iv. The Contractor shall ensure that all its employees under this Agreement undergo a criminal records check not more than **12 months** prior to the Contractor commencing the Services under this Agreement.
- v. The Contractor shall, within **one month of the prior to the commencing of Services** under this Agreement, confirm to the Regional District **in writing** that no employee of the Contractor has been charged or convicted or found guilty of a relevant offence under this Agreement.
- vi. The Contractor shall ensure that each **new** employee of the Contractor under this Agreement will undergo a criminal records check prior to performing any of the Services.
- vii. If the Contractor is or becomes aware that an employee in carrying out the Services has been charged or convicted or found guilty of a relevant offence or specified offence the Contractor will notify the RDN **immediately** for their deliberation.
- viii. Notwithstanding any provision to the contrary in this Agreement, if the Contractor is in breach of this Article the Regional District may, by written notice to the Contractor, immediately terminate this Agreement and will pay the Contractor for the services rendered and disbursements incurred by the Contractor to the date of termination, less any amounts

necessary to compensate the Regional District for damages or costs incurred by the Regional District or any person employed by the Regional District by or on behalf of the Regional District arising from the Contractor's breach.

- ix. The Contractor shall release, indemnify and save harmless the Regional District from and against all claims, demands, actions, causes of action, liabilities, damages, losses, costs, expenses and payments arising out or of or related to, any personal injury or death, damage or loss arising from or related to, a breach of this Article by the Contractor.
- x. Nothing herein requires or is intended to require the Contractor to violate any applicable human rights legislation.

7. Protection of Personal Information

- i. The Contractor and any persons in their employ shall keep any personal information about participants and/or their families confidential. Personal information includes but is not limited to names, addresses, telephone numbers, email addresses, age, gender and any and all medical, financial or parental custody information.
- ii. The Contractor and any persons in their employ shall only use class lists and/or personal information for the purposes of providing the Services and shall not under any circumstances use class lists or personal information obtained from providing the Services to sell products or wares and/or for future promotions to participants.
- iii. Where email addresses have been provided with the permission of a participant for the purposes of communications related to the Services, the Contractor shall upon program completion, delete any participant address information from their address book and records.
- iv. The Contractor shall upon completing the Services return any property of the RDN to the Recreation department including class lists and emergency contact forms.
- v. Where the Contractor collects participant information that is required as a condition of participating in a program (e.g.e Par-Q forms, signed waivers as required for their business, etc.) the information so obtained is the property of the Contractor and must be handled in accordance with any current legislation (Federal or Provincial) covering the protection and privacy of personal information.

8. Indemnity

The Contractor will indemnify and save harmless the Regional District from any and all losses, claims, damages, or expenses arising from or due to the negligence of the Contractor in performing the Services or the Contractor's breach of this Agreement.

9. Insurance

The Proponent shall maintain and provide evidence of Comprehensive General Liability Insurance in an amount not less than five million dollars (\$5,000,000.00) inclusive per occurrence against bodily injury and property damage. The Regional District is to be added as an additional insured under this policy, is to

be endorsed to provide the Regional District with 30 days advance written notice of cancellation or material change and include a cross liability clause.

Automobile third party liability insurance in an amount not less than \$5,000,000 inclusive per occurrence for bodily injury, death, and damage to property, covering all vehicles owned or leased by the Proponent.

10. WCB Coverage

The Contractor will provide to the Regional District, prior to the commencement of the Term, evidence satisfactory to the Regional District that the Contractor is registered, paid and satisfied any and all assessments payable under the *Workers Compensation Act* or any regulation thereunder with respect to the Services to be provided under this Agreement.

11. Representations

This Agreement shall comprise all of the Terms and Conditions of the Services and no other representations either before or after the execution of this Agreement are of any effect.

12. Termination

Notwithstanding any other provision of this Agreement:

- a) If the Contractor fails to comply with any provision of this Agreement, then, and in addition to any other remedy or remedies available to the Regional District, the Regional District may, at its option, terminate this Agreement by giving immediate written notice of termination to the Contractor.
- b) Either Party may terminate this Agreement at any time upon giving the other Party seven (7) days' notice of such termination.

If either such option is exercised by the Regional District, the Regional District will be under no further obligation to the Contractor except to pay the Contractor such amount as the Contractor may be entitled to receive, pursuant to Schedule 'B', for services properly performed and provided to the date notice is given to the Contractor less any amounts necessary to compensate the Regional District for damages or costs incurred by the Regional District arising from the Contractor's default.

12. Prior Dealings

All prior negotiations and agreements between the parties relating to the subject matter of this Agreement are superseded by this Agreement. There are no representations, warranties, understandings or agreements other than those expressly set forth in the Agreement or subsequently agreed to in writing, which writing shall be executed by a duly authorized officer of the party to be bound thereby.

13. Waiver

The failure of either party at any time to require the other party's performance of any obligation under this Agreement shall not affect the right to require performance of that obligation in the future. Any waiver by either party of any such breach or any such provision hereof shall not be construed as a waiver or modification of this provision itself, or a waiver or modification of any other right under this Agreement.

14. Miscellaneous

All provisions of this Agreement in favour of the Regional District and all rights and remedies of the Regional District, either at law or equity, will survive the expiration or sooner termination of this Agreement.

15. Counterparts

This Agreement may be executed in counterparts with the same effect as if both parties had signed the same document. Each counterpart shall be deemed to be an original. All counterparts shall be construed together and shall constitute one and the same Agreement.

16. Freedom of Information

The Contractor acknowledges and agrees that any Confidential Information disclosed by it to the RDN under this Agreement may be subject to a request for public disclosure under the Freedom of Information and Protection of Privacy Act, R.S.B.C. 1996, c.165, as amended from time to time.

17. Dispute Resolution

If the parties to this Agreement are unable to agree on the interpretation or application of any provision in the Agreement, or are unable to resolve any other issue relating to this Agreement, the parties agree to the following process in the order it is set out:

- a) the parties will promptly, diligently and in good faith, including the senior management of both parties, take all reasonable measures to negotiate an acceptable resolution to the disagreement or dispute.
- b) if the dispute is not resolved through collaborative negotiation within 30 Business Days of the dispute arising, the parties must then attempt to resolve the dispute through mediation under the rules of the Mediate BC Society and will be held in Nanaimo, BC.

18. Governing Law

This Agreement is governed by and is to be interpreted and construed in accordance with, the laws applicable in British Columbia.

19. Confidentiality

The Contractor shall not disclose any information, data or confidential information of the Regional District to any person, other than representatives of the Regional District duly designated for that purpose in writing by the Regional District, and shall not use for its own purposes or for any purpose other than for the purpose of providing the Services any such information, data or confidential information it may acquire as a result of its engagement under this Agreement.

20. Delay in Performance

Neither the RDN nor the Contractor shall be deemed to be in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include, but are not limited to abnormal weather

conditions, flood, earthquake, fire, epidemic, pandemic, war, riot and other civil disturbance, strike, lockout, work slowdown and other labour disturbances, sabotage, judicial restraint and inability to procure permits, licenses or authorizations from any local, provincial or federal agency for any of the supplies, materials, accesses or services required to be provided by either the RDN or the Contractor under this Agreement. If any such circumstances occur, the non-performing party shall, as soon as possible after being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

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IN WITNESS WHEREOF the parties hereto have executed this Agreement as follows:

For the Regional District:

Superintendent of Recreation Program Services

For the Contractor (signed by an authorized representative of the company):

))))) _______) Title)

SCHEDULE "A"

SCOPE OF WORK

The Contractor shall provide the Services as outlined below:

(Dates and Locations of Programs)

- Hire, train and supervise instructors.
- Ensure instructors have current first aid (Emergency First Aid or Standard First Aid or Emergency Childcare First Aid) and CPR B or C
- Ensure adequate first aid supplies are on site during all program times.
- Cover the costs of supplies needed for program instruction.
- Provide supervision of participants up to ten minutes before program start; ensure orderly behavior and control of participants during program; and provide supervision after class to ensure no participant (particularly children and youth) is left unattended.

The Regional District of Nanaimo agrees to coordinate advertising, class registrations/cancellations, the collection of revenues and minor administrative duties associated with the program at no cost to the Contractor.

SCHEDULE "B"

PAYMENT

Upon completion of the program all administrative expenses will be accounted for including refunds, withdrawals, and any agreed upon program expenses such as facility costs. Upon receipt of an original invoice the Regional District agrees to pay the Contractor a percentage of the net revenue or a flat rate, as agreed upon, plus HST (as applicable) as indicated below.

Payment by the Regional District to the Contractor will be upon receipt of an invoice(s) from the Contractor for completed services.

a) Net Revenue

The fees for this contract will be 70% of net revenues. Net revenues will be calculated as:

Registration fees (with adjustments for refunds/withdrawals) Less: facility rentals (if applicable)

OR

b) Flat rate of \$_____ (Programmer to specify)