



REQUEST FOR TENDER

Request for Tender	Aquatic Centre Management Services 1 October 2022 to the 30 September 2025
Deadline	4.00pm, Friday 29 July 2022
Address for Delivery	Shire of Goomalling PO Box 118 GOOMALLING WA 6460
RFT Number	01-2022/23

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PRINCIPAL'S REQUEST

1.1 CONTRACT REQUIREMENTS IN BRIEF

Tender RFT 01-2022/23 Goomalling Swimming Pool Management Services 1 October 2022 to the 30 September 2025.

A full statement of the specification for tender RFT 01-2022/23 under the proposed contract appears in the Specification and Special Conditions of Contract-Part 2.

1.2 TENDER DOCUMENTS

This Request for Tender is comprised of the following parts:

Part 1 Principal's Request (**read and retain this part**);

Part 2 Specification and Special Conditions of Contract (**read and retain this part**);

and

Part 3 Tenderer's Offer (**complete and return this part**).

1.3 DEFINITIONS

Below is a summary of some of the important defined terms used in this Request:

Attachments: The documents attached as part of the submitted Tender.

Deadline: The deadline for lodgement of the Tender.

Offer: The Tender price to satisfy the Tender requirements.

Principal: Shire of Goomalling.

Request: This document.

Requirements: The goods/services requested by the Shire of Goomalling.

Selection Criteria: The criteria used in evaluating the Tender.

Specification: The detailed requirements of the Shire of Goomalling.

Tender: The completed offer form, response to the selection criteria and attachments.

Tenderer: The individual/organisation who submits the Tender.

1.4 HOW TO PREPARE YOUR TENDER

- (a) Carefully read all parts of this document.
- (b) Ensure you understand the Requirements (see clause 2.1).
- (c) Complete the Offer (*Part 3*) in all respects and attach all your Attachments.
- (d) Make sure you have signed the Offer form and responded to all of the Selection Criteria.
- (e) Lodge your Tender before the Deadline.

1.5 CONTACT PERSONS

Tenderers should not rely on any information provided by any person(s) other than those listed below:

Contractual or Specification Enquiries

Name: Peter Bentley
Phone: (08) 9629 1101
Email: ceo@goomalling.wa.gov.au

1.6 EVALUATION PROCESS

This is a Request for Tender (RFT).

Your Tender will be evaluated using information provided in your Tender.

The following evaluation methodology will be used in respect of this Request:

- (a) Tenders are checked for completeness and compliance. Tenders that do not contain all information requested (eg completed Offer form and Attachments) may be excluded from evaluation.
- (b) Tenders are assessed against the Selection Criteria. Contract costs are evaluated, eg tendered prices and other relevant whole-of-life costs are considered.
- (c) the most suitable Tenderers may be shortlisted and may also be required to clarify the Tender, make a presentation, demonstrate the product/solution offered and/or open premises for inspection. Referees may also be contacted prior to the selection of the successful Tenderer.

A contract may then be awarded to the Tenderer, whose Tender is considered the most advantageous to the principal.

1.6.1 SELECTION CRITERIA

The Principal has adopted a best value for money approach to this Tender.

The Contract will be awarded to a Tenderer who best demonstrates the ability to safely provide quality products and services at a competitive price. The tendered prices will be assessed with the following qualitative and compliance criteria to determine the most advantageous outcome to the principal.

This means that, although price is considered, the tender containing the lowest price will not necessarily be accepted, nor will the tender ranked the highest on the qualitative criteria.

1.6.2 COMPLIANCE CRITERIA

These criteria will not be point scored. Each tender will be assessed on a Yes/No basis as to whether the criterion is satisfactorily met. An assessment of “No” against any criterion may eliminate the tender from consideration.

Description of Compliance Criteria	Yes/No
(a) Compliance with the Specification contained in the Request.	Yes/No
(b) Compliance with the Conditions of Tendering this Request.	Yes/No
(c) Compliance with and completion of the Price Schedule.	Yes/No
(d) Compliance with Occupational Safety and Health requirements (see Schedule 1).	Yes/ No

1.6.3 QUALITATIVE CRITERIA

In determining the most advantageous Tender, the Evaluation Panel will score each Tenderer against the qualitative criteria.

It is essential that tenderers address each qualitative criterion. The tenders will be used to select the chosen tenderer, and failure to provide the specified information may result in elimination from the tender evaluation process.

The qualitative criteria for this Request are as follows:

Description of Qualitative Criteria	Weighting
(a) Demonstrated experience in safely completing similar projects/supply similar goods.	100%

1.6.4 PRICE CONSIDERATIONS

The tendered price will be considered along with related factors affecting the total cost to the principal. eg the lifetime operating costs of goods or the principal's contract management costs may also be considered in assessing the best value for money outcome.

1.6.5 LOCAL GOVERNMENT POLICIES THAT MAY AFFECT SELECTION

The following local government policies may affect this selection:

- Policy 1.3.1 – Shire of Goomalling Purchasing Policy

1.6.6 PRICE BASIS

All prices for materials offered under this request shall be fixed for the term of the contract.

Tendered prices must include Goods and Services Tax (GST).

Unless otherwise indicated prices tendered shall include delivery, unloading, packing, marking and all applicable levies, duties, taxes and charges. Any charge not stated in the tender, as being additional will not be allowed as a charge for any transaction under any resultant contract.

1.7 CONDITIONS OF TENDERING

1.7.1 DELIVERY METHOD

Tenders may be:

- (a) Sent by mail to:
The Chief Executive Officer
PO Box 118
GOOMALLING WA 6460
- (b) Delivered by hand to:
The Chief Executive Officer
32 Quinlan Street
Goomalling WA 6460

1.7.2 LODGEMENT OF TENDERS

The tender must be lodged by the deadline.

The deadline for this request is:

4.00pm Friday 29th July 2022.

The tender must be:

- placed in a sealed envelope;
- Clearly endorsed with the tender number RFT 01-2022/23 and titled Swimming Pool Management Services as shown on the front cover of this request

Tender must be unbound and stapled. All pages must be numbered consecutively and the tender should include an index.

1.7.3 REJECTION OF TENDERS

A tender shall be rejected without consideration of its merits in the event that it is not received before the deadline and at the place specified in the request and may be rejected if it fails to comply with any other requirements of the request.

1.7.4 LATE TENDERS

Tenders received after the deadline will not be accepted for evaluation.

1.7.5 ACCEPTANCE OF TENDERS

Unless otherwise stated in this request, tenders may be for all or part of the requirements, may be accepted by the principal either wholly or in part. The principal is not bound to accept the lowest tender and may reject any or all tenders submitted.

1.7.6 DISCLOSURE OF CONTRACT INFORMATION

Documents and other information relevant to the contract may be disclosed when required by law under the *Freedom of Information Act 1992* or under a Court order.

All tenderers will be given particulars of the successful tenderer on request or advised that no tender was accepted.

1.7.7 ALTERNATIVE TENDERS

All Alternative Tenders shall be accompanied by a conforming Tender.

Tenders submitted as Alternative Tenders or made subject to conditions other than the General and Special Conditions of Contract shall in all cases arising be clearly marked "ALTERNATIVE TENDER".

The principal may in its absolute discretion reject any alternative tender as invalid.

Any printed "General Conditions of Contract" shown on the reverse of a tenderer's letter or quotation form will not be binding on the principal in the event of a contract being awarded unless the tender is marked as an alternative tender.

1.7.8 TENDER VALIDITY PERIOD

All tenders shall remain valid and open for acceptance for a minimum period of 30 days from the deadline for determining the tender unless extended on mutual agreement between the principal and the tenderer in writing.

1.7.9 GENERAL CONDITIONS OF CONTRACT

Tenders shall be deemed to have been made on the basis of and to incorporate the Shire of Goomalling - General Conditions of Contract for the Supply of Goods.

1.7.10 PRECEDENCE OF DOCUMENTS

In the event of there being any conflict or inconsistency between the terms and conditions in this request and those in the General Conditions of Contract, the terms and conditions appearing in this request shall have precedence.

1.7.11 TENDERERS TO INFORM THEMSELVES

Tenderers shall be deemed to have:

- (a) examined the request and any other information available in writing to tenderers for the purpose of tendering;
- (b) examined all further information relevant to the risks, contingencies, and other circumstances having an effect on their tender which is obtainable by the making of reasonable enquires;
- (c) satisfied themselves as to the correctness and sufficiency of their tenders including tendered prices which shall be deemed to cover the cost of complying with all the Conditions of Tendering and of all matters and things necessary for the due and proper performance and completion of the work described therein; and
- (d) acknowledged that, the principal may enter into negotiations with a chosen tenderer. Negotiations shall be carried out in good faith.

1.7.12 ALTERATIONS

The tenderer shall not alter or add to the request documents unless required by these Conditions of Tendering.

The principal shall issue an addendum to all tenderers where matters of significance make it necessary to amend the issued request documents before the deadline.

1.7.13 RISK ASSESSMENT

The principal may have access to and give consideration to:

- (a) any risk assessment undertaken by any other credit rating agency; and
- (b) any information produced by the bank, financial institution, or accountant of a tenderer;

So as to assess that tender and may consider such materials as tools in the tender assessment process.

1.7.14 OWNERSHIP OF TENDERS

All documents, materials, articles and information submitted by the tenderer as part of or in support of a tender shall become upon submission the absolute property of the principal and will not be returned to the tenderer at the conclusion of the tender process PROVIDED that the tenderer shall be entitled to retain copyright and other intellectual property rights therein, unless otherwise provided by the contract.

1.7.15 CANVASSING OF COUNCILLORS

If a tenderer, whether personally or by an agent, canvasses any of the principal's commissioners or Councillors (as the case may be) with a view to influencing the acceptance of any tender made by it or any other tender, then regardless of such canvassing having any influence on the acceptance of such tender, the principal may at its discretion omit the tender from consideration.

1.7.16 IDENTITY OF THE TENDERER

The identity of the tenderer and the contractor is fundamental to the principal. The tenderer shall be the person, persons, corporation or corporations named as the tenderer in *Part 3* and whose execution appears on the Offer Form in *Part 3* of this request. Upon acceptance of the tender, the tenderer shall become the contractor.

1.7.17 TENDER OPENING

All tenderers and members of the public may attend or be represented at the opening of tenders.

All tenders will be opened in the principal's offices, following the advertised deadline. No discussions will be entered into between tenderers' and the principal's officers present or otherwise, concerning the tenders submitted.

The tender opening will be held on:

Friday 29th July 2022 at a time as soon as practicable after the close of the tender Deadline;

at the:

Shire of Goomalling
Shire Office
32 Quinlan Street
Goomalling WA 6460

2. SPECIFICATION AND SPECIAL CONDITIONS OF CONTRACT

2.1 SPECIFICATION

2.1.1 PROVISION OF SWIMMING POOL MANAGEMENT SERVICES FOR THE PERIOD FROM THE 1 OCTOBER 2022 TO THE 30 SEPTEMBER 2025.

The provision of Goomalling Swimming Pool Management services to the Shire of Goomalling is to include the following:

1. Provide a six (6) day per week service, with the Goomalling War Memorial Swimming Pool normal opening hours – Monday, Wednesday, Thursday & Friday 6.30am to 7.30am and 1.30pm to 6.30pm, and Saturday and Sunday 1.30pm to 6.30pm - with the season starting 1 November and ending 31 March.
2. Goomalling Swimming Pool Manager to make allowance during normal working day for the opening of the swimming pool for:
 - Early Morning Swimmers
 - Vac Swim Vacation Swimming Classes
 - Swimming Carnivals
3. Ensure that all Goomalling Swimming Pool management operations are conducted strictly in accordance with all legislative and Shire of Goomalling Occupational Safety and Health requirements.
4. Ensure persons employed to manage the Swimming Pool have and maintain the appropriate qualifications and training as stipulated by legislation and Royal Life Saving requirements, including Occupational Health and Safety compliance.
5. Maintain all plant involved in the operation of the Swimming Pool, including servicing of chlorine components throughout the whole year.
6. Maintain all Swimming Pool buildings including ablutions, kiosk, plant room and storage sheds throughout the whole year.
7. Monitor and maintain chemical stock levels.
8. Maintain grassed/garden areas inside and outside of the Swimming Pool complex throughout the whole year.
9. Provide additional hours of operation as and when requested by the Shire of Goomalling.
10. Conduct sufficient start-up prior to the beginning of the season and appropriate shutdown at the end of the season.
11. The Goomalling Swimming Pool Manager shall operate a kiosk during normal opening hours, at the expense of the Swimming Pool Manager.
12. All profit from Kiosk to be kept by the Goomalling Swimming Pool Manager.
13. Shire of Goomalling to provide kiosk at no rental and be responsible for all power and water cost associated with the kiosk.
14. Goomalling Swimming Pool Manager to provide the Shire of Goomalling with a written and signed register of all staff who will be working at the Kiosk. The register will include full name, address and the register shall be supplied prior to the commencement of each season.
15. Goomalling Swimming Pool Manager to provide evidence of appropriate public liability insurance cover for an amount not less than \$20,000,000.

2.2 SPECIAL CONDITIONS OF CONTRACT

The Shire of Goomalling will make available residential accommodation at 32B Eaton Street Goomalling for the Swimming Pool Manager for the duration of the Contract at a rental charge of \$100 per week, with all utility charges to be paid for by the tenderer.

The Tenderer must enter into a formal tenancy agreement as part of this condition with the Shire of Goomalling.

The Goomalling Swimming Pool Manager and any additional or casual staff appointed by the tenderer shall hold a current Working with Children Clearance. The Shire of Goomalling Chief Executive Officer is to be consulted prior to the appointment and approve the placement of an acceptable Swimming Pool Manager. All staff appointed by the tenderer shall comply with the Shire of Goomalling employee code of conduct.

The Shire of Goomalling will cover all chemical, utility and general maintenance costs associated with the Goomalling Swimming Pool operation.

2.3 PERIOD OF CONTRACT AND TERMINATION

The period of contract is from the 1 October 2022 to the 30 September 2025 swimming seasons.

TENDERER'S OFFER**3.1 OFFER FORM**

The Chief Executive Officer
Shire of Goomalling
PO Box 118
GOOMALLING WA 6460

(Use BLOCK letters)

I/We: _____

Address: _____

ABN: _____

Telephone: _____

Facsimile: _____

Email: _____

In response to RFT 01-2022/23 Aquatic Centre Management Services 1 October 2022 to the 30 September 2025.

I/We agree that I am/We are bound by, and will comply with this Request and its associated schedules, attachments, all in accordance with the Conditions of Tendering contained in this Request signed and completed.

The tendered price is valid up to thirty (30) calendar days from the date of the tender closing or forty-five (45) days from the Council's resolution for determining the Tender whichever is the later unless extended on mutual agreement between the Principal and the Tenderer in writing.

I/We agree that there shall be no cost payable by the Principal towards the preparation or submission of this Tender irrespective of its outcome.

The tendered consideration is as provided under the schedule of rates of prices in the prescribed format and submitted with this Tender RFT 01-2022/25.

Dated this: _____ day of _____ 20__

Signature: _____

Name: _____

Position: _____

3.2 GERNERAL AND CORPORATE INFORMATION**3.2.1 ORGANISATION PROFILE AND REFEREES**

Attach your organisation profile and label it "Attachment 1".	Attachment 1 <input type="checkbox"/> Tick✓if attached
Attach details of your referees, and label it "Attachment 2". You should give examples of work provided for your referees where possible.	Attachment 2 <input type="checkbox"/> Tick✓if attached

3.2.2 AGENTS

Are you acting as an agent for another party?	Yes <input type="checkbox"/> No <input type="checkbox"/>
If Yes, attach details (including name and address) of your principal and label it "Attachment 3.	Attachment 3 <input type="checkbox"/> Tick✓if attached

3.2.3 TRUSTS

Are you acting as a trustee of a trust?	Yes <input type="checkbox"/> No <input type="checkbox"/>
If Yes, in an attachment labelled "Attachment 4": (a) give the name of the trust and include a copy of the trust deed (and any related documents); and (b) if there is no trust deed, provide the names and addresses of beneficiaries.	Attachment 4 <input type="checkbox"/> Tick✓if attached

3.2.4 SUB-CONTRACTORS

Do you intend to subcontract any of the Requirements?	Yes <input type="checkbox"/> No <input type="checkbox"/>
If Yes, attach details of the subcontractor(s) including the name, address, location of premise and the number of people employed and label it "Attachment 5".	Attachment 5 <input type="checkbox"/> Tick✓if attached

3.2.5 CONFLICTS OF INTEREST

Will any actual or potential conflict of interest in the performance of your obligations under the Contract exist if you are awarded the Contract, or are any such conflict of interest likely to arise during the Contract?	Yes <input type="checkbox"/> No <input type="checkbox"/>
If Yes, please supply in an attachment details of any actual or potential conflict of interest and the way in which any conflict will be dealt with and label it "Attachment 6".	Attachment 6 <input type="checkbox"/> Tick✓if attached

3.3 RESPONSE TO SELECTION CRITERIA**3.3.1 COMPLIANCE CRITERIA**

Have you complied with the Specification contained in this Request?	Yes <input type="checkbox"/> No <input type="checkbox"/>
Have you complied with the Conditions of Tendering contained in this Request?	Yes <input type="checkbox"/> No <input type="checkbox"/>
Have you complied with and completed the price schedule?	Yes <input type="checkbox"/> No <input type="checkbox"/>
Have you completed the Occupational Safety and Health questionnaire and submitted required attachments (see Schedule 1)?	Yes <input type="checkbox"/> No <input type="checkbox"/>

3.3.2 QUALITATIVE CRITERIA

Before answering the qualitative criteria, Tenderers shall note the following:

- (a) all information relevant to your answers should be contained within your Tender to each criterion;
- (b) tenderers shall assume that the Evaluation Panel has **no** previous knowledge of your organisation, its activities or experience;
- (c) tenderers shall provide full details for any claims, statements or examples used to address the qualitative criteria; and
- (d) tenderers shall address each issue outlined within a qualitative criterion.

<p>Relevant Skills and Experience Describe your experience in completing/supplying similar Requirements. Tenderers should as a minimum address the following:</p> <ul style="list-style-type: none"> (a) provide details of similar work; (b) provide scope of the Tenderer's involvement including details of outcomes; and (c) demonstrate competency and proven track record of achieving outcomes. <p>Supply details in an attachment and label it "Attachment 7".</p>	<p>Attachment 7 <input type="checkbox"/> Tick ✓ if attached</p>
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3.4 PRICE INFORMATION

Tenderers **must** complete clause 3.4.2 "Price Schedule". Before completing the Price Schedule, Tenderers should read the entire Request.

3.4.1 PRICE BASIS

Are you prepared to offer a fixed price?	Yes <input type="checkbox"/> No <input type="checkbox"/>
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If No, please indicate your proposed price variation mechanism. Supply details and label it "Attachment 9".	Attachment 9 <input type="checkbox"/> Tick ✓ if attached
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3.4.2 PRICE SCHEDULE

Description	Cost (inc. GST)
<p>Operation of Goomalling War Memorial Swimming Pool from the 1 October 2022 to the 30 September 2025 including service provisions of:</p> <ul style="list-style-type: none"> • Six (6) days per week including Public Holidays • Opening Hours 1.30pm to 6.30pm. • Swimming lesson facilitation (School and Vac swim). • Early Morning Swimmers (6.30am to 7.30am) • Swimming Carnivals • Maintenance of Swimming Pool buildings. • Maintenance of Swimming Pool Plant and Equipment. • Season start up. • Season shut down. • Hourly Rate to Operate & Open Pool outside nominated or agreed days and hours. 	
TOTAL	

Schedule 1: Occupational Safety and Health requirements

It is mandatory that the supply of goods and services by the tenderer comply with the requirements of the Occupational Safety and Health Act 1984 (WA) and all subordinate legislation as invoked by the Act. The tenderer shall at all times take such precautions as are necessary to protect safety and health of the public and all persons employed by them, including any contracted services providers.

Occupational Safety and Health (OSH) Questionnaire	
Completed by: Contact Details: Mobile: Phone: Email:	Date:
1. Please provide the following details about your company. Name; No. of Employees; A C N; Annual Turnover: Name/s of all directors and/or Shareholders. a. b. c. d.	
2. Please attach details of your company's experience in the area that you are Quoting for, including details of previous contracts and referees.	Attached – Yes/No
3. Please attach proof that your company holds current workers' compensation insurance (Certificate of Currency).	Attached – Yes/No
4. Please attach proof that your company holds current public liability insurance (Certificate of Currency).	Attached – Yes/No
5. Please attach proof that your company holds current professional indemnity insurance – if applicable (Certificate of Currency).	Attached – Yes/No
6. Please provide the (a) name (b) job title and (c) brief qualifications and work history of those persons in your company with the following responsibilities. a. The person with ultimate responsibility for OSH; b. The person responsible for the day to day management aspects of this contract.	Attached – Yes/No
OSH Record	
7. Has the company, or any of the current or past directors or shareholders ever been fined under OSH or related legislation in the past five years? YES/NO. If YES, provide details.	Attached – Yes/No
8. What has been your company's accident record for the past three years. Please provide details of any incident/s and time lost.	Attached – Yes/No

PART 3**COMPLETE AND RETURN THIS PART****OSH Policy and Management**

9. Please attach a copy of your company's current OSH Policy.	Attached – Yes/No
10. Does your company have an OSH auditing/management system; YES/NO. If yes, provide details.	Attached – Yes/No
Safe System of Work	
11. Please attach copies of the contents page of any OSH manual/s, codes of practice and SOPs/SWMSs used by your company and relevant to this contract	Attached – Yes/No
12. Can your company demonstrate familiarity with safe systems of work? YES/NO. If YES provide details.	Attached – Yes/No
13. Also, provide contact details for three organisations which can provide references to support your familiarity with safe work systems.	Attached – Yes/No
14. Does your company anticipate using sub-contractors on this contract? YES/NO. If yes, give details of the procedures you will use to ensure that sub- contractors are competent and will be managed appropriately.	Attached – Yes/No
15. Please provide copies of any risk assessments undertaken relevant to this contact. Include general risk assessments, MSDS and assessments for any chemical or substance your company proposes to use, as well as any other assessments (eg manual handling, noise etc.)	Attached – Yes/No
16. Does your company have any documented permit to work systems? YES/NO. If YES, provide details.	Attached – Yes/No
17. Does your company have documented procedures for storing and handling hazardous substances? YES/NO If YES, provide details.	Attached – Yes/No
18. Will your company provide required work equipment and personal protective equipment (PPE) for the job? If YES, provide details. If NO, state what arrangements will be made to ensure the safety of work systems.	Attached – Yes/No
19. Does your company have written procedures for identifying, assessing and controlling risks associated with manual handling? YES/NO.	Attached – Yes/No
20. Please provide details (or copies) of accident reporting and emergency procedures that your company will adopt for this contract.	Attached – Yes/No
21. How does your company assess the safety competence of the people it employs? Please provide details	Attached – Yes/No
22. Does your company provide staff and sub-contractors with accurate information about the hazards to which they are exposed in the course of their work? YES/NO. If YES provide details.	Attached – Yes/No

PART 3 COMPLETE AND RETURN THIS PART	
<p>23. Please provide details of OSH training provided to all managers, staff and sub-contractors where used.</p> <p>Please provide details of your company's future training plan should it win the contract.</p>	Attached – Yes/No
<p>24. Is your company, or any member/s of staff, a member of any trade or professional organisation? YES/NO.</p> <p>If YES provide details.</p>	Attached – Yes/No
OSH Inspections	
<p>25. How does your company ensure that plant, equipment and vehicles are kept in safe working condition, such as documented regular inspections, maintenance routines etc.</p> <p>Please provide details</p>	Attached – Yes/No
<p>26. Does your company undertake regular worksite OSH inspections? YES/NO.</p>	Attached – Yes/No
<p>27. Are workplace inspection checklists used? YES/NO.</p>	Attached – Yes/No
<p>28. Please provide details of how often and by whom OSH inspections will be conducted.</p>	Attached – Yes/No
OSH Consultation	
<p>29. Does your company ensure there is a workplace health and safety representative or committee routinely available at the workplace?</p>	Attached – Yes/No
<p>30. Are employees actively involved in OSH related decision making? YES/NO.</p> <p>If YES provide details.</p>	Attached – Yes/No
OSH Performance Monitoring	
<p>31. Please provide details of the criteria your company uses for assessing its OSH performance.</p>	Attached – Yes/No
<p>32. Does your company have a system for collecting and analysing safety related statistics? YES/NO.</p> <p>If YES provide details.</p>	Attached – Yes/No
Additional Comments:	