Child Care Food Program

Formal Solicitation for Catered Meal Service

Invitation to Bid (ITB)

July 2019
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Section 1: Introductory Materials

1.1 Statement of Purpose
The purpose of this Invitation to Bid (ITB) is for [insert name of Institution or Facility] to obtain competitive prices for catered meal services for children participating in the Child Care Food Program (CCFP). This ITB is for reference purposes only.

1.2 Scope of Services
The scope of services for this solicitation is to provide meals to the site(s) identified in the Delivery Schedule, Attachment C in this ITB. Meals will be delivered as scheduled in accordance with all quote specifications and Attachments regarding this solicitation.

1.3 Definitions:
1. Bid: A formal or informal offer to perform catering service in accordance with the specifications and conditions of the governing contract for a set, stated price.

2. Bulk Food (Bulk): Ready-to-eat foods portioned by Institution or Facility.


4. Calendar Days: All days, including weekends and holidays.

5. Child Care Food Programs (CCFP): The portion of the Child and Adult Care Food Program enacted in Section 17 of the National School Lunch Act authorizing assistance to states through grants-in-aid and other means to initiate, maintain, and expand non-profit food service programs for children in nonresidential institutions that provide care. The CCFP is intended to enable such institutions to integrate a nutritious food service with organized care services for enrolled participants. Reimbursement payments for allowable costs are made under the CCFP by the state to the Institution that in turn is required to pay for meals received.

6. Cycle Menu: A standard list of food items organized into daily meals meeting the USDA meal pattern. Cycle menus are provided in specific sequence and arrangement to vary the diet of CCFP participants and remain in compliance with the USDA meal pattern standards.


8. Food Service Establishment: The licensed or permitted location where food is prepared prior to being delivered to the Institution or Facility.

9. Food Service Management Company: Also known as Caterer, an organization other than a public or private nonprofit school, with which an Institution or Facility may contract for preparing and, unless otherwise provided for, delivering meals, with or without milk for use in the CCFP.

10. Institution: A sponsoring organization, child care center, at-risk afterschool care center, outside-school hours care center, or emergency shelter, which enters into an agreement with the Department to assume final administrative and financial responsibility for Program operations.

11. License or Permit: Status reflecting approval of license or permit from the applicable Licensing or Permitting Authority, and the maintenance of good standing pertaining to the permit or license.
For purpose of this contract, in good standing means an active license or permit without violations which indicate health risks to the public.

12. Licensing or Permitting Authority: Includes the Department of Business and Professional Regulations (DBPR) which regulates restaurants, most mobile food vehicles, and most public food service events; the Department of Agriculture and Consumer Services (DACS) that generally regulates wholesale food operations, convenience stores, grocery stores, food processing operations, food storage or warehouse operations, and non-alcoholic beverage operations; and the Department of Health which regulates food service establishments such as food service operations located in institutional settings (schools, assisted living facilities, detention facilities, adult day care, etc.), civic and fraternal organizations, bars and lounges that do not prepare food, and theatres, to help ensure their products are not a source of foodborne illness.

13. Meals: Meal types (breakfast, lunch, snack, or supper) delivered and served to enrolled participants at an Institution or Facility that meets the meal pattern and nutritional requirements set forth in this ITB.

14. Milk: Pasteurized fluid types of unflavored or flavored whole milk, lowfat milk, fat-free milk, or cultured buttermilk that meet state and local standards for such milk. All milk should contain vitamins A and D at levels specified by the Food and Drug Administration and be consistent with state and local standards for such milk.

15. Responsive Bidder: A Caterer that appears on the CCFP Caterer List who has submitted a response to an Invitation to Bid for catering services.

16. Responsive, Responsible Bidder: Also known as Caterer, the successful Responsive Bidder awarded a contract by the Institution or Facility in accordance with the terms of this ITB.

17. Snack: A meal supplement that meets the meal pattern requirements specified in 7 C.F.R. § 226.20(c)(3).


19. United States Department of Agriculture (USDA): The federal agency responsible for the administration, oversight, and fund distribution for the CCFP and the requirements of governing federal regulations.
Section 2: Procurement Process, Schedule, and Constraints

2.1 Procurement Contact

The Procurement Contact assigned to this solicitation is:

___________________________
(Name of Institution or Facility)

____________________________________
(Institution or Facility procurement contact)

____________________________________
(Address of Institution or Facility)

____________________________________
(City, State of Institution or Facility)

____________________________________
(Email address(es) of Institution or Facility or procurement contact or officer)

2.2 Restrictions on Communications

Responsive Bidders to this solicitation or persons acting on their behalf may not contact the Institution or Facility, between the release of the solicitation and the end of the 72-hour period following the Institution or Facility’s notice of intended award concerning any aspect of this solicitation, except in writing to the Procurement Contact listed in Section 2.1, above. Violation of this provision may be grounds for rejecting a Bid.

2.3 Term

It is anticipated that the Contract resulting from this ITB will be for a one-year period from October 1, 2019 or the Contract execution date, whichever is later, to September 30, 2020, subject to renewal as identified in Section 2.4. The Contract resulting from this ITB is contingent upon availability of funds.

2.4 Renewal

The Contract resulting from this solicitation may be renewed. Renewals may be made on a yearly basis for no more than two years beyond the initial contract. Renewals must be in writing, subject to the same terms and conditions set forth in the initial Contract and any new or additional terms and conditions as required by the CCFP. Renewals are by a mutual agreement and contingent upon satisfactory performance and availability of funds.
2.5 Timeline

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<tbody>
<tr>
<td>ITB Advertised / Released</td>
<td>(Date)</td>
<td>(Address of Institution or Facility)</td>
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<td>Questions Submitted in Writing</td>
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<td>Submit to:</td>
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<td>Must be received PRIOR TO:</td>
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<td>(Email of Institution or Facility procurement contact)</td>
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<td>Answers to Questions (Anticipated Date)</td>
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<td>Answers to questions will be submitted in writing to all Bidders.</td>
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<td>Sealed Bids Due and Opened</td>
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<td>Anticipated Notice of Intent to Award</td>
<td>Must be AFTER Institution or Facility receives CCFP approval</td>
<td>The responsive, responsible Bidder will be notified by phone or in writing.</td>
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CCFP Catered Meal Service Solicitation
Invitation to Bid
2019-2020
2.6 Questions
Questions related to this solicitation must be received, in writing, by the Procurement Contact identified in Section 2.1, within the time indicated in the Timeline, Section 2.5. Verbal questions or those submitted after the period specified in the Timeline will not be addressed. Answers to questions submitted in accordance with the Timeline will be provided in writing to all Responsive Bidders.

2.7 Basis of Award
A single award will be made to the responsive, responsible Bidder offering the lowest grand total price and meeting all stated requirements of this ITB.

The Institution or Facility may choose to award the contract to another Bidder meeting all ITB requirements as licensed or permitted under 7 CFR § 226.21(a)(7). However, the Institution or Facility must obtain CCFP approval prior to award and submit written justification explaining its reasons for not accepting the lowest Bid.

2.8 Federal Excluded Parties List
In accordance with 2 C.F.R. § 180, 2 C.F.R. § 200.13, and Appendix II to 2 C.F.R. § 200 (H), a Bidder that, at the time of submitting a Bid for a new Contract or renewal of an existing Contract is in the System for Award Management (SAM), is ineligible and may not submit a Bid, enter into, or renew a Contract with an Institution or Facility for catered meal services. SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded from receiving federal contracts.
Section 3: Instructions for Bid Submittal

3.1 Instructions for Submittal
1. Responsive Bidders must complete, sign, and return the Price Schedule, Attachment D, with the Bid submittal. (Mandatory Requirement)
2. Responsive Bidders must submit all mandatory documents in the formats specified in the ITB.
3. Responsive Bidders must submit two original paper copies of the Bid.
4. Bids must be sent by United States Postal Service, courier, or hand delivered to the location indicated in the Timeline, Section 2.5.
5. Bids submitted via electronic mail (email) or facsimile will not be considered.
6. Bids must be submitted in a sealed envelope or sealed package with the name of the Institution or Facility and the date and time of the Bid opening clearly marked on the outside.
7. The Institution or Facility is not responsible for improperly marked Bids.
8. It is the Responsive Bidder’s responsibility to ensure its Bid is submitted at the proper place and time indicated in the Timeline, Section 2.5.
9. The Institution’s or Facility’s clocks will provide the official time for Bid receipt.
10. Materials submitted will become the property of the Institution or Facility and the CCFP.

3.2 Cost of Preparation
Neither the Institution or Facility nor the CCFP is liable for any costs incurred by a Responsive Bidder in responding to this solicitation.

3.3 Price Schedule, Attachment D (Mandatory Requirement)
Responsive Bidders must fill out the Price Schedule, Attachment D, as indicated, sign it, and return it with their Bid.

3.4 Mandatory Requirements
Responsive Bidders must complete and submit the following information or documentation as part of their Bid:

3.4.1 Minimum Qualifications
1. The Responsive Bidder’s food service establishment must be licensed or permitted, and inspected as required by:
   a. Chapter 509, Florida Statutes, if the Responsive Bidder is regulated by DBPR; or
   b. Section 381.0072, Florida Statutes, if the Responsive Bidder is regulated by the Department of Health; or
   c. Chapter 500, Florida Statutes, if the Responsive Bidder is regulated by Florida Department of Agriculture and Consumer Services.
2. This ITB will have no force or effect unless the Responsive Bidder is listed on the CCFP Caterer List, pursuant to Rule 64F-17.004, Florida Administrative Code, before the specified bid opening date and time, and the Responsive, Responsible Bidder must maintain its proper license or permit and remain in good standing with the appropriate Licensing or Permitting Authority throughout the contract term.

3.4.2. References (Optional, only use if desired by Institution or Facility)
☐ Check here if requested.
Responsive Bidder must provide contact information for three entities the Responsive Bidder has provided catered meal services of a similar to those requested in this solicitation. Responsive Bidders must use the Reference Form, Attachment F, to provide the required information. The Institution or Facility reserves the right to contact any and all entities in the course of this solicitation in order to verify experience.

3.4.3. Conflict of Interest

Responsive Bidders must complete, sign and return with their Bid the Caterer Conflict of Interest Questionnaire, Attachment E.

3.5 Special Accommodations

Persons with a disability requiring special accommodations should call the Institution’s or Facility’s office at least five business days prior to Bid opening.

3.6 Responsive and Responsible (Mandatory Requirements)

Responsive Bidders must complete and submit the following mandatory information or documentation as part of their Bid. Any Bid which does not contain the information below will be deemed non-responsive.

- Bids must be received by the time specified in Section 2.5, Timeline.
- Responsive Bidders must submit two original paper copies of the Bid.
- Price Schedule, Attachment D, as specified in Section 3.3.
- Conflict of Interest, Attachment E, as specified in Section 3.4.3
- Reference Form, Attachment F, as specified in Section 3.4.2 (if requested by Institution or Facility)
- Bid Bond, Section 3.8 (if requested by Institution or Facility)

3.7 Late Bid

The Procurement Contact must receive Bids pursuant to this ITB no later than the date and time shown in the Timeline, Section 2.5. Bids that are not received by the time specified will not be considered.

3.8 Bid Bond (Optional, only use if desired by the Institution or Facility)

☐ Check here if requested.

All Bids must be accompanied by a Bid Bond in the amount of ten percent of the estimated annual Contract value. The cost of the bond will be borne by the Responsive Bidder. Failure of a Responsive Bidder to provide the required bond with the Bid will cause their Bid to be considered non-responsive to this solicitation.

The Bid bond will be returned to all Responsive Bidders, except for the successful Responsive, Responsible Bidder, upon conclusion of the Notice of Intent to Award. The Bid bond will be returned to the successful Responsible, Responsible Bidder after the Contract is executed.
4.1 Conflict of Interest
The Responsive Bidder is prohibited from having a financial or other interest in the Institution or Facility served under this ITB. Any solicitation with a conflict will be void from its inception.

Refer to Conflict of Interest, Section 3.4.3.

4.2 Caterer Registration
Each Responsive Bidder must be listed on the CCFP Caterer List, pursuant to Rule 64F-17.004, Florida Administrative Code, before the specified Bid opening date and time and prior to the contract execution.

Information regarding Caterer Registration may be obtained at: http://www.floridahealth.gov/programs-and-services/childrens-health/child-care-food-program/Catering/index.html

4.3 Children with Disabilities
Caterers are required to provide substitute food components of the meal for children with disabilities when a disability restricts their diet. Substitutions are made on a case-by-case basis by the Institution or Facility, and must be supported by a statement of the need for substitutes that includes the recommended alternate foods.

4.4 Minority, Women, and Florida Veteran Business Participation
Participation of minority, women, and Florida veteran business is encouraged in all solicitations.

4.5 Commercial General Liability Insurance
The Caterer must secure and maintain, at its sole expense, throughout the term of this Contract, insurance necessary to cover services under this contract. The Caterer accepts full responsibility for identifying and determining the types and extent of liability insurance necessary to provide reasonable financial protections for itself, and the clients to be served under this contract. The limits of coverage under each policy maintained by the Caterer do not limit the Caterer’s liability and obligations under this contract.

The Caterer must deliver the written notification and a Certificate of Coverage to the Institution or Facility of insurance coverage at the time this contract or renewal is executed and within five business days of any change in insurance or terms of insurance.

4.6 Performance Bond (Optional, only if desired by the Institution or Facility)

☐ Check here if requested.
Within ten days after notification of award, the successful Responsive, Responsible Bidder must submit a Performance Bond in the amount of 10 percent of the annual Contract value. If a successful Responsive, Responsible Bidder fails to provide the required Performance Bond within the time designated it will forfeit its bond as specified in Section 3.8 and the Institution or Facility, in its sole discretion, may withdraw the award and proceed with the next lowest responsive Bidder or re-procure. The successful Responsive, Responsible
Bidder must renew the Performance Bond annually before the end of the Contract period and the Performance Bond must be issued by a surety company licensed to do business in the State of Florida. The cost of the Performance Bond will be borne by the successful Responsive, Responsible Bidder.

4.7 Standard Catering Contract
Caterers must become familiar with the CCFP Standard Catering Contract which contains terms and conditions mandated by federal laws, state statutes, and administrative code rules.

Use of the Standard Catering Contract is mandatory for CCFP catering contracts and the terms and conditions contained in the Standard Contract are non-negotiable. The Standard Catering Contract terms and conditions are located at: http://www.floridahealth.gov/programs-and-services/childrens-health/child-care-food-program/Catering/index.html

4.8 Conflict of Law and Controlling Provisions
Any Contract resulting from this ITB, and any conflict of law issue, will be governed by the laws of the State of Florida.

4.9 Access to Records and Maintenance of Records
The books and records of the Caterer pertaining to the Institution or Facility’s food service operation shall be available for inspection and audit by representatives of the Department, of USDA, and of the U.S. General Accounting Office at any reasonable time and place, for a period of three years from the date of receipt of final payment under the contract, or in cases where an audit requested by the Department or USDA remains unresolved, until such time as the audit is resolved.

The Caterer shall maintain such records (supported by invoices, receipts, or other evidence) as the Institution or Facility will need to meet its responsibilities under 7 C.F.R. § 226.6(i), and shall promptly submit invoices and delivery reports to the Institution or Facility no less frequently than monthly, as specified in 7 C.F.R. § 226.6(i)(2). The records that the Caterer will maintain include, but are not limited to:

a. Purchase orders, invoices from food distributors, and production records;
b. Delivery records and meal change form confirmations;
c. Temperature logs for storage, cooking and holding of potentially hazardous foods, and transportation to the Institution or Facility;
d. Invoices to the Institution or Facility;
e. Notices of non-payment;
f. Records necessary to comply with federal and state laws and regulations;
g. All state and federal tax records associated with this contract; and
h. The contract, all addendums, and amendments.

4.10 Dispute Resolution
Disputes related to this ITB will be resolved through mutually agreed mediation. Regardless of resolution, costs or expenses for which the Institution or Facility subsequently accepts or is assigned liability will not be paid from CCFP reimbursement funds, unless those costs or expenses have been previously approved by the CCFP.
Attachment A: Cycle Menu


Choose from one of ten, five-week catered cycle menus:

1. Cycle Menu A Hispanic
2. Cycle Menu A Hispanic No Pork No Peanut
1. Cycle Menu B General
4. Cycle Menu B General No Pork No Peanut
5. Cycle Menu C Southern
6. Cycle Menu C Southern No Pork No Peanut
7. Head Start Menu
8. Kosher Menu
9. Lunch, Snack Supper Menu
10. Supper, Snack Only Menu

- **Insert Cycle Menu of choice, which is Attachment 2 of the Standard Catering Contract and will become Attachment A of the ITB.**

  Note: Any changes to the State cycle menus or menus other than the State cycle menus must have prior written approval from the CCFP state office, before seeking Bids.
Attachment B: Meal Services to be Provided

- Complete Meal Services to be Provided, which is Attachment 5 of the Standard Catering Contract and will become Attachment B of the ITB.

Please check all of the appropriate boxes according to your Institution or Facility’s needs.

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**Attachment 5:**

**Meal Services to be Provided**

1) The Institution or Facility must select meal types and how food items shall be delivered by checking the appropriate boxes. Note: Breakfast, Lunch and Supper must include milk. Snack may include milk according to cycle menu selected. Bulk canned fruit must be in suitable Grade A storage containers with tight fitting lids.

2) The Institution or Facility must select milk type(s) and size(s) of milk containers to be delivered. Children one year of age must be served unflavored whole milk. Children two through four years of age must be served either unflavored lowfat (1 percent) or unflavored fat-free (skim) milk. Children five years of age and older must be served unflavored or flavored lowfat (1 percent) or fat-free (skim) milk. Note: Contract prices must include the price of milk to be included with program meals. The Caterer must check the box below. Should additional milk be requested by the Institution or Facility outside the scope of this contract?

3) The Institution or Facility must check below if the Caterer shall deliver sandwich foods such as cold sandwiches and wraps and are not pre-assembled or pre-assembled. The Institution or Facility must be authorized to assemble sandwich foods and have adequate storage space to hold sandwiches at proper temperatures.

4) The Institution or Facility must check below if the Caterer shall supply disposable meal service products. Note: Soo minimum paper plate specifications below. Note: Contract prices must include the price of disposable meal service products when the “Yes” box below is checked. The Caterer may charge separately should additional quantities of disposable meal service products be requested by the Institution or Facility outside the scope of this contract.

5) The Institution or Facility must check below if the Caterer shall supply with each delivery. Clean serving utensils (sups and/or ladles as well as measuring spoons of standard sizes, disposable or stainless) to ensure appropriate serving size of foods as specified by the Child Care Food Program Meal Pattern for Children, Attachment 2 and the Cycle Menu, Attachment 3.

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CCFP Standard Catering Contract FY 2019-2020
Attachment C: Delivery Schedule

Complete Delivery Schedule, which is Attachment 6 of the Standard Catering Contract and will become Attachment C of the ITB.

Ensure specified delivery time is no earlier than three hours before the CCFP approved start time of each hot meal service (lunch and/or supper).

Use a separate line for each center if multiple centers are receiving deliveries on the same contract. Attach extra pages if necessary.

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<tr>
<th>Institution or Facility</th>
<th>Address</th>
<th>Telephone No.</th>
<th>Contact Person</th>
<th>Type of Meal* &amp; Estimated Total No. Needed Per Day</th>
<th>Specified Delivery Time(s)</th>
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* B = Breakfast, L = Lunch, S = Supper, MS = Morning Snack, AS = Afternoon Snack, ES = Evening Snack

CCFP Standard Catering Contract FFY 2019-2020
Attachment D: Price Schedule

Complete top portion and columns 1 & 2 of Price Schedule which is Attachment 7 of the Standard Catering Contract and will become Attachment D of the ITB.

Please note the following:

- The estimated number of school age children needs to be considered when estimating the 6-18 year old meal type(s) for the number of meals per day and number of days per year.
- A "boxed lunch" meal type is included for those centers in need of this type of meal for field trips. It is recommended that you place a “1” in this line to secure a price for boxed lunches.
- Column 2 is the estimated number of days in a year your Institution will be open for business, so consider any closings for weekend days and holidays.
- The Price Schedule combines 1 and 2 year old children with the 3 to 5 year olds. All children between the ages of 1 and 5 must receive portion sizes based on the meal pattern for children ages 3 to 5.
Attachment E: Conflict of Interest

- Include a blank copy of the Caterer Conflict of Interest Form, which is Attachment 9 of the Standard Catering Contract and will become Attachment E of the ITB.

![Caterer Conflict of Interest Form](image.png)
Attachment F: Reference Form

Caterer’s Name:
Caterers must provide contact information for three references evidencing experience in providing catered meal services. Caterers must use this reference form to provide the required information. The Institution or Facility reserves the right to contact any and all entities in the course of this solicitation in order to verify experience. Information received may be considered in the Institution’s or Facility’s determination of the Caterer’s responsibility. The Institution’s or Facility’s determination is not subject to review or challenge.

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