MASSACHUSETTS EMERGENCY FOOD ASSISTANCE PROGRAM

FISCAL YEAR 2026 INVITATION FOR BID & CONTRACT

**Issued by**: The Greater Boston Food Bank

 70 South Bay Avenue

 Boston, MA 02118

 Tel: 617-427-5200

Contacts:

Dan O’Neill: doneill@gbfb.org; 617-598-5071

Lauren Parr: lparr@gbfb.org; 617-598-5064

**Bid Issue Date**: Friday, March 28, 2025

**Bid Due Date**: Friday, April 18, 2025, COB 4:30 PM EST

**Product Specs**

**Due Date:** Friday, April 25, 2025, COB 4:30 PM EST

**Business Hours**: 8:00 AM to 4:30 PM

**Location**: The Greater Boston Food Bank

 70 South Bay Avenue

 Boston, MA 02118

**Bid Award Date**: On or Before Friday, May 2, 2025

**Contract Date:** July 1, 2025, to June 30, 2026

Company Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Telephone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of Bidder: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print or Type Name of Authorized Signer: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**FISCAL YEAR 2026 MEFAP INVITATION FOR BID**

The Greater Boston Food Bank (herein ‘GBFB’) is requesting quotes for the 2026 MEFAP Core Food Contract with deliveries commencing on July 1, 2025, and completed by June 30, 2026. Interested parties are invited to submit a bid for the provision of food products as outlined below. The corresponding bid worksheet (Attachment A) included in the bid packet contains a list of **ALL** MEFAP Core Food items. Bidders (herein “The Company”) should fill out any and all items on Attachment A (herein the ‘bid worksheet’) they are able to supply, according to the terms outlined below.

**Bid Requirements & Instructions**

1. The bid worksheet is a list of **ALL** items for bid, listed by category. The Company should complete the bid worksheet with the product labels, prices, and price timeframes that GBFB will be charged for each item bid. All prices are **delivered prices** on the dates and to the locations indicated and shall include taxes, if any. The quantities listed are preliminary based on current pricing and anticipated funding level. Actual quantities to ship for the contract year are subject to change based on awarded pricing and the final funding level as established by the Massachusetts Legislature and approved by the Governor of Massachusetts.
2. **Award by Item**: GBFB will award each item to one bidder. The Company may bid on all items they are able to supply, subject to the terms outlined below.
3. **Delivery Schedule**: In submitting this bid, The Company agrees, if selected by GBFB, to provide selected food products from the ‘bid worksheet’ to The Greater Boston Food Bank, The Food Bank of Western Massachusetts, Worcester County Food Bank, and Merrimack Valley Food Bank (herein ‘The MA Food Banks’). The Company must work with The MA Food Banks to establish a 12-month delivery schedule for each delivery location specified in Attachment B by July 31, 2025.
4. **Product Case Pack & Package Size**: If the Company is not able to provide pricing for the specified case pack and/or pack size, a different case pack and/or pack size of the product may be bid, provided the product meets the product specifications and is comparable both in unit size and units per case. The Company must specify any differing pack-sizes in the ‘Primary Pack-size’ column on the bid worksheet. Any questions regarding alternate case pack and/or pack size should be addressed to Lauren Parr (contact info above).
5. **Product Specifications**: All labels bid for food products identified in the bid worksheet must meet the product specifications listed under ‘Product Specifications’. All product specifications follow Massachusetts Executive Order 509 - Establishing Nutrition Standards for Food Purchased and Served by State Agencies.

The Company must provide a full listing of nutrition facts for each item bid either by submitting a product specification sheet that contains this information or a sample nutritional label. Nutrition facts sheets for all labels bid must be submitted by the due date of **Friday, April 25, 2025, 4:30 PM EST**.

1. **Delivery Method – LTL / FTL**: The Company may bid a price for less than trailer-load (LTL) delivery, full trailer-load (FTL) delivery or both. For all items noted as ‘Case’ under the ‘Pricing Unit’ Column, provide a delivered price per case; for all items noted as ‘Lb.’, provide a delivered price per pound. For any label bid, specify the LTL price in the ‘Unit Price’ column of the bid worksheet. Pallet, layer or quantity minimums as well as any other clarifying information can be listed in the ‘Vendor Notes’ column. If The Company is providing reduced pricing for FTL delivery as an alternate to LTL pricing, indicate this price in the ‘FTL Unit Price’ column. If The Company is **only** able to ship an item in full trailer quantities, The Company **must** submit their pricing in the ‘FTL Unit Price’ column of the bid worksheet. If The Company is bidding on multiple items that ship together to make full trailers, please note this in the ‘Vendor Notes’ column.
	* N.B.: FTLs may require up to three (3) drop locations.
	* Pallet and trailer build for full trailer delivered items will be required after award and prior to finalizing order quantities.
	* GBFB will determine which delivery option will be accepted for each item and will coordinate a delivery schedule for all food banks with the winning bidder.
	* MA Food Banks will work with the winning bidder to receive full pallet quantities whenever possible.

1. **Price Timeframes**: The Company must specify pricing timeframes for each item bid in the ‘Price Timeframe’ column of the bid worksheet. For perishable dairy items, The Company may provide monthly, 3, 6, or 12-month pricing. For all other items, The Company may only provide 3, 6, or 12-month pricing.
	* All bid prices will be effective based on the agreed upon Term Period as specified by The Company in the ‘Price Timeframe’ column from the inception and activation of the contract, after which time The Company may request price modification by providing not less than 21 days’ written notice prior to the commencement of the next pricing Term Period. Supporting documentation for the price modification and the new Term Period price requested must be provided upon request. For monthly pricing, 7 days written notice is required.
	* If no notice is given, then the prevailing price will presume to continue for the corresponding terms (‘Term Period’) in the preceding effective Term Period.
	* The acceptance of a price modification, if any, shall be at the sole discretion of GBFB. GBFB reserves the right to adjust quantities ordered based on a modified price.

The Company should disclose standard payment terms, along with available payment discounts if applicable.

1. **Country of Origin & Domestic Label Requirement**: For any item designated as requiring a U.S. manufacturer on the ‘bid worksheet’, a US-manufactured label must be provided. The Company is free to bid on any label but if, for any of these specified items, The Company is bidding an imported label as the primary, a domestic alternate label must be included as well. The exception is for any item, such as canned tuna, where a domestic manufactured option is not available; in this case, The Company may specify in the country-of-origin column that a domestic option is not available (‘N/A’).

For all food products listed in the bid worksheet, The Company must specify the country of origin for the manufacturer in the ‘Country of Origin’ column.

1. **Massachusetts Produced Products** **& Massachusetts Based Companies** – Per the General Laws of Massachusetts Chapter 7, Section 23B & Section 22O, special consideration and preference will be given to any labels bid that are either: produced in Massachusetts, produced by a Massachusetts manufacturer, or supplied to The MA Food Banks from a Massachusetts-based company.
2. **Food Safety Information**: The Company must provide food safety information for the manufacturing sites for all labels bid. For each label, The Company must provide a Letter of Continuing Material Guarantee, a document signed by someone in position of authority stating that the material to be shipped to The MA Food Banks is guaranteed not to be adulterated or misbranded within the meaning of the Federal Food, Drug and Cosmetic Act, and not an article which may not, under the provisions of sections 404, 505, or 512 of the act, be introduced into interstate commerce. The Company must also include **one** of the following manufacturing site specific documents for each manufacturer bid:
* A GFSI (Global Food Safety Initiative) recognized food safety certification and audit (e.g., SQF, BRC, FSSC 22000);
* In the absence of a GFSI certified audit, a food safety audit by another third-party auditor is acceptable.
* In the absence of a third-party food safety audit, an internal Food Safety & HACCP Plan from the manufacturer must be provided.

Food Safety Information must be received prior to the Bid Award date of Friday**, May 2ndh, 2025, 4:30 PM**. Any questions regarding food safety information requirements can be directed to Dan O’Neill (contact information above).

1. **State & Federal Regulations**: The food products must meet the requirements as established under the following regulations and by submission of this bid, The Company certifies that, in the event it is the successful bidder, it shall operate in accordance with and comply with all such requirements and related laws:
* United States Government, Department of Health and Human Services
* United States Government, Department of Agriculture
* Commonwealth of Massachusetts, Department of Public Health
* Commonwealth of Massachusetts, Department of Agricultural Resources
* Commonwealth of Massachusetts, Department of Education, Nutrition Programs and Services
* All and any other applicable laws and regulations
1. **Item Cost Savings**: The Company has a duty to disclose any manufacturer coupons, rebates, or bulk sale savings that they receive through purchases made in connection with this bid. The Company also has a duty to take the steps necessary to ensure that such coupons/rebates/savings redemption forms are delivered to The Greater Boston Food Bank within a timely fashion before the rebate/coupon/savings expire.
2. **Bid Submittal:** Page 1 of this Bid Invitation, the Bidder Questionnaire, and the Bid Worksheet must be submitted electronically (via e-mail) to Dan O’Neill: doneill@gbfb.org or Lauren Parr: lparr@gbfb.org by close of business or 4:30 PM on**Friday, April 18, 2025.** The Bid Worksheet must be submitted in Excel format.Any bid received after this time specified for receipt may not be considered. Bids may be withdrawn or modified at any time prior to 4:30 PM on Friday, April 18, 2025. All bids received by GBFB may be made available for public inspection.

By signing and submitting this bid, The Company agrees to deliver any and all items submitted for bid and awarded by GBFB, according to the terms herein, at the price and price timeframe agreed upon between GBFB and The Company, and during the delivery dates covered by this contract (July 1, 2025 – June 30, 2026). The Company’s signature on this bid constitutes acceptance of all terms and conditions herein without reservations.

1. **Product Samples**: If The Company is bidding on any item marked as requiring product samples on the Bid Worksheet, The Company must send at least 2 units of said label to the address below before 4:30 PM on **Friday April 25, 2025**. Labels bid for items requiring product samples may not be considered for award.

Lauren Parr

Greater Boston Food Bank

70 South Bay Ave.

Boston, MA 02118

1. **Bid Changes:** After the bid has been issued, it may become necessary (due to product availability) to modify the specifications of certain products. Should this occur, GBFB will notify all vendors, along with an updated bid spreadsheet. Changes may include, but are not limited to pack, size, label, and nutritional quality specifications.
2. **Bid Award**: Subject to the following sentence, all items will be awarded on or before **Friday, May 2, 2025,** to The Company or Companies whose bids are most responsive and most advantageous to The MA Food Banks, based on price, pricing timeframes, adherence to nutritional specifications, product quality, logistical feasibility and other considerations. Consideration may be given to such matters as: product grown, processed, or manufactured in Massachusetts or sourced by a Massachusetts-based company, contractor integrity, record of past performance, invoicing accuracy, present ability to perform, environmental impact, and compliance with public policy.
3. **Bid Award Quantities**: Purchase quantities and label names will be finalized based on bid results, not to exceed the total amount of funding provided through the Massachusetts Department of Agricultural Resources (MA DAR).
4. **Contract Funding**: Funding for the purchase of this food is provided through the MA DAR, and The Company acknowledges that additional terms and conditions may be included in the Food Product Purchasing Agreement based on the final agreement between GBFB and the MA DAR. The MA DAR is an affirmative action/equal opportunity employer. Women, minorities, veterans, and handicapped persons are encouraged to bid.
5. **Bid Price Negotiation**: Pursuant to 801 CMR 21.07(1)(c) of the Code of Massachusetts Regulations, prior to acceptance of the bid, The Greater Boston Food Bank reserves the right to negotiate on any specific item or item(s), which results in lower costs, a more cost effective, or better value than was presented in the bidder’s originally selected response.
6. **Food Product Purchasing Agreement**: All purchases will be made according to the Food Product Purchasing Agreement, Attachment C, which is attached as a sample to this bid invitation. Upon acceptance of the bid, The Company’s accepted bid and the Food Purchasing Agreement will be sent to The Company electronically via DocuSign. Until signed by GBFB and fully executed, the Food Product Purchasing Agreement will not be enforceable by either party.
7. **Contract Extension**: GBFB will have the option in its sole discretion to extend the Food Product Purchasing Agreement on the same terms and conditions for up to one year beginning on the date on which such contract would normally expire by its own terms.

**MEFAP FISCAL YEAR 2025 INVITATION FOR BID**

**BIDDER QUESTIONNAIRE**

1. List of three customers you have provided food products to in the last twenty-four months, including the name and address of the company, a contact person, and a phone number for the contact person:

|  |  |  |
| --- | --- | --- |
| 1. | Company: |  |
|  | Address: |  |
|  |  |  |
|  | Contact/e-mail: |  |
|  | Phone: |  |
|  |  |  |
| 2. | Company: |  |
|  | Address: |  |
|  |  |  |
|  | Contact/e-mail: |  |
|  | Phone: |  |
|  |  |  |
| 3. | Company: |  |
|  | Address: |  |
|  |  |  |
|  | Contact/e-mail: |  |
|  | Phone: |  |

1. The length of time the Company has been in the food distribution business: \_\_\_\_\_\_\_\_
2. Has the Company ever been fined, sanctioned, or penalized by any governmental body for food product violations? If yes, describe the violation and the remedial measures taken by the Company.

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1. By initialing where indicated, the bidder hereby acknowledges that the attached bid may be made available for public inspection. \_\_\_\_\_\_\_\_\_\_\_

 Bidders Initials