



**REQUEST FOR PROPOSALS
SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS
REQUEST FOR PROPOSALS NO. 26-11
FOR
FRESH SGV: REGIONAL SB 1383 FOOD RECOVERY COMPLIANCE PROGRAM**

Project Schedule (all times are in PDT)*	
August 12, 2026	Request for Proposals (RFP) Issued
August 24, 2026	Written Questions Due
September 10, 2026	Proposals Due
Week of September 21, 2026	Virtual Oral Interviews (shortlisted proposers only)
Week of September 28, 2026	Notice of Intent to Award Issued
November 1, 2026	Commencement Date

* All dates and times are subject to change at SGVCOG's sole discretion.

SECTION I: INSTRUCTIONS TO PROPOSERS

Background and Project Description

The passage of Senate Bill 1383 (SB 1383) in September 2016 imposed statewide targets to reduce the disposal of organic waste by 75% by January 1, 2025 (based on 2014 levels) and recover at least 20% of currently disposed edible food for human consumption by 2025. The California Department of Resources Recycling and Recovery (CalRecycle) finalized and adopted SB 1383 guidelines in November 2020 with the approval of the Office of Administrative Law.

In 2021, the San Gabriel Valley Council of Governments (SGVCOG) launched a regional edible food recovery program designed to assist San Gabriel Valley cities with SB 1383 compliance mandates. This program, FRESH SGV – Food Recovery for Equity, Sustainability and Health in the San Gabriel Valley – optimizes the recovery of surplus edible food to decrease food waste, address food insecurity, and support Cities' compliance with state mandates. Known as one of the largest regional food recovery programs in California, FRESH SGV currently provides education, outreach, inspection, enforcement, and regional food recovery capacity services for participating jurisdictions.

The SGVCOG is seeking proposals from qualified firms to continue to provide program services through June 2028. Program activities will be conducted in partnership with participating jurisdictions including the cities of Azusa, Baldwin Park, Covina, Duarte, Glendora, Irwindale, La Canada Flintridge, Monrovia, Pomona, Rosemead, San Gabriel, South El Monte, South Pasadena, Temple City, Walnut and West Covina.

The Consultant shall provide the scope of services below to help participating jurisdictions comply with the edible food recovery requirements of California Code of Regulations (CCR), Title 14, Division 7, Chapter 12, including Articles 4, 9, 10, 13, and 14.

Scope of Services

The Consultant shall use the existing regional SB 1383 Compliance Support Program (FRESH SGV) framework to implement the following activities.

Task 1. Round 1: Targeted Compliance Follow-Up Inspections – Winter-Spring 2027

One round of inspections of all businesses has been conducted in the Summer of 2026, prior to the execution of this agreement. Two rounds of follow-up inspections of non-compliant entities are expected to be completed, anticipated in the Winter – Spring of 2027 and Winter - Spring of 2028. The Winter - Spring 2027 follow-up visit will be based on compliance determinations from the Summer 2026 Annual Compliance inspection. Based on the assumption of a 65% non-compliant rate, it is anticipated that approximately 210 inspections will be completed during each round of follow-up inspections.

Task 1.1 – Round 1 Targeted Compliance Follow-Up Inspection Preparation

- Prioritize follow-up inspections based on prior compliance findings from the Summer 2026 Annual Compliance inspection.
- Coordinate follow-up inspection schedules with SGVCOG and participating jurisdictions.
- Maintain the inspection database and tracking system ensuring alignment with Jurisdictions' Annual CalRecycle Reporting requirements.
- Participate in coordination meetings with SGVCOG and Cities as needed to facilitate follow-up inspections.
- Collect and record any enforcement actions taken by jurisdictions (notices of violation or notices of non-compliance).

Task 1.2 – Round 1 Targeted Compliance Follow-Up Inspection Implementation

Conduct follow-up inspections for entities identified as noncompliant during the annual inspection cycle, including:

- Verify corrective actions have been implemented.
- Provide additional technical assistance.
- Review updated records and documentation.
- Document remaining deficiencies.
- Recommend additional compliance actions to the jurisdiction when appropriate.
- Record jurisdiction-specific enforcement actions.

Task 1.3 – Round 1 Targeted Compliance Follow-Up Inspection Reporting

- Complete annual inspection compliance summary following the completion of all targeted compliance follow-up visits in Spring 2027.
- Highlight any regional trends and common compliance issues and elevate these to SGVCOG, Cities, or CalRecycle as appropriate.

Task 2. Round 2: Annual Compliance Inspections – Fall 2027

One round of annual compliance inspections of approximately 325 businesses is expected to be completed during this agreement, anticipated Fall 2027.

Task 2.1 – Round 2 Inspection Preparation

- Coordinate annual inspection schedules with SGVCOG and participating jurisdictions.

- Maintain the inspection database and tracking system, ensuring alignment with Jurisdictions' Annual CalRecycle Reporting requirements.
- Participate in coordination meetings with SGVCOG and Cities as needed to facilitate inspections.

Task 2.2 – Round 2 Annual Compliance Inspection Implementation

Conduct annual inspections of all assigned Edible Food Generators (EFGs) and Food Recovery Organizations/Services (FROs), including:

- Review compliance with applicable SB 1383 requirements.
- Verify required records and documentation.
- Evaluate edible food recovery practices.
- Identify deficiencies and opportunities for improvement.
- Provide onsite education regarding regulatory requirements.
- Complete standardized inspection forms.
- Document findings through photographs and field notes.
- Upload inspection results into the designated tracking system.

Task 2.3 – Round 2 Annual Compliance Inspection Reporting

- Update inspection database with all inspection outcomes.
- Prepare and submit inspection summaries to SGVCOG monthly.
- Submit jurisdiction-specific compliance reports, including recommendations for enforcement actions (notices of violation) promptly following inspections.
- Record jurisdiction-specific enforcement actions.

Task 3. Round 3: Final Targeted Compliance Follow-Up Inspections (Winter - Spring 2028)

The Winter - Spring 2028 follow-up visit will be based on compliance determinations from the Fall 2027 Annual Compliance inspection. Based on the assumption of a 65% non-compliant rate, it is anticipated that approximately 210 inspections will be completed during each round of follow-up inspections.

Task 3.1 – Round 3 Targeted Compliance Follow-Up Inspection Preparation

- Prioritize follow-up inspections based on compliance findings from Fall 2027 Annual Compliance Inspection.
- Coordinate follow-up inspection schedules with SGVCOG and participating jurisdictions.
- Maintain the inspection database and tracking system ensuring alignment with Jurisdictions' Annual CalRecycle Reporting requirements.
- Participate in coordination meetings with SGVCOG and Cities as needed to facilitate follow-up inspections.

Task 3.2 – Round 3 Targeted Compliance Follow-Up Inspection Implementation

Conduct follow-up inspections for entities identified as noncompliant during the annual inspection cycle, including:

- Verify corrective actions have been implemented.
- Provide additional technical assistance.
- Review updated records and documentation.
- Document remaining deficiencies.

- Recommend additional compliance actions to the jurisdiction when appropriate.

Task 3.3 Round 3 Targeted Compliance Follow-Up Inspection Reporting

- Complete annual inspection compliance summary following the completion of all targeted compliance follow-up visits in Spring 2028.
- Highlight any regional trends and common compliance issues and elevate these to SGVCOG, Cities, or CalRecycle as appropriate.

Project Milestones

Milestone	Timeline	Target
Complete Task 1: Round 1 Targeted Compliance Follow-Up Inspections	Winter 2026 – Spring 2027	~210 inspections*
Complete Task 2: Round 2 Annual Compliance Inspections	Fall 2027	325 inspections
Complete Task 3: Round 3 Targeted Compliance Follow-Up Inspections	Winter 2027 – Fall 2028	~210 inspections*
Maintain inspection database	Ongoing	Ongoing
Complete 2026-2027 Compliance Summary Report	Spring 2027	1 anticipated
Complete 2027-2028 Compliance Summary Report	Spring 2028	1 anticipated

* SGVCOG anticipates approximately 210 follow-up inspections based on current estimates. The actual number of follow-up inspections will depend on compliance outcomes from the preceding annual inspection cycle completed in Summer 2026, prior to this agreement.

Examination of Proposal Documents

By submitting a proposal, Proposer represents that it has thoroughly examined and become familiar with the work required under this RFP and that it is capable of performing quality work to achieve SGVCOG's objectives. Proposer is prepared to comply with all statutes and regulations applicable to the work to be performed.

Addenda

The SGVCOG reserves the right, at its sole discretion, to revise the RFP documents. Any changes to the requirements of this RFP will be made by written addendum. Any written addenda issued pertaining to this RFP shall be incorporated into the terms and conditions of any resulting Agreement. Addenda will be posted on SGVCOG's online bidding system, Planet Bids, and will be available for downloading. It is the responsibility of Proposers and other interested parties to check the online bidding system regularly during the solicitation period for updated information.

The SGVCOG will not be bound to any modifications to or deviations from the requirements set forth in this RFP as the result of oral instructions. Proposers shall acknowledge receipt of addenda in their proposals. Failure to acknowledge receipt of Addenda may cause the proposal to be deemed non-responsive to this RFP and be rejected.

SGVCOG Contact

All communication and/or contact with SGVCOG staff regarding this RFP are to be directed to the following:

***Randy Futch, Management Analyst
San Gabriel Valley Council of Governments
1333 Mayflower Ave., Suite 360
Monrovia, California 91016
Email: rfutch@sgvcog.org***

Commencing on the date of the issuance of this RFP, and continuing until award of the contract or cancellation of this RFP, no proposer, subcontractor, lobbyist or agent hired by the proposer shall have any contact or communications regarding this RFP with and SGVCOG staff; member of the Technical Evaluation Committee (TEC) for this RFP; or any contractor or Proposer involved with the procurement, other than the SGVCOG staff named above, or unless expressly permitted by this RFP. Contact includes telephone, electronic mail (e-mail) or formal written communication. Any proposer, subcontractor, lobbyist or agent hired by the proposer that engages in such prohibited communications may result in disqualification of the proposer at the sole discretion of SGVCOG.

Questions and Requests for Clarifications

- Examination of Documents
 - Proposers and other interested Proposers are encouraged to promptly notify the SGVCOG of any apparent errors or inconsistencies in the RFP, inclusive of all attachments, exhibits and appendices. Should a Proposer require clarifications to this RFP, the Proposer shall notify the SGVCOG in writing in accordance with the “Submission of Proposals” section below. Should it be found that the point in question is not clearly and fully set forth in the RFP, the SGVCOG will issue a written addendum clarifying the matter, which will be posted on the SGVCOG’s online bidding system, PlanetBids.
- Submitting Requests
 - All questions regarding this RFP must be submitted in writing via the SGVCOG’s online bidding system, PlanetBids by the deadline listed above. No other questions will be received after the deadline. Only written inquiries transmitted online will be considered. All questions and answers will be posted on the SGVCOG’s online bidding system, Planet Bids.
 - Under no circumstances should prospective Proposers, discuss with, or inquire of any SGVCOG Proposers, employees (except for SGVCOG contact as identified in the “SGVCOG Contact” Section), city and county employees or elected officials including the SGVRHT Board of Directors, SGVCOG Governing Board and Committee on any matter relating to this solicitation.

Submission of Proposals

Proposer shall submit one proposal in PDF Format via SGVCOG’s online bidding system on PlanetBids by the deadline listed above.

Acceptance of Proposals

- (1) SGVCOG reserves the right to accept or reject any and all proposals, or any item or part thereof, or to waive any informalities or irregularities in any proposals.
- (2) SGVCOG reserves the right to amend, withdraw or cancel this RFP at any time without prior notice and it makes no representations that any contract will be awarded to any Proposer responding to this RFP.
- (3) SGVCOG reserves the right at its sole discretion to modify this RFP should the SGVCOG deem that it is in the best interests to do so.
- (4) Proposals received by SGVCOG are public information and will be made available to any person upon request, after the entire proposal evaluation process has been completed.
- (5) Submitted proposals are not to be copyrighted.

Pre-Contractual Expenses

- The SGVCOG shall not, under any circumstances, be liable for any pre-contractual expenses incurred by any Proposer in preparation of its proposals.
- Pre-contractual expenses are defined as expenses incurred by the Proposer in:
 - Preparing its proposal and related information in response to this RFP;
 - Submitting that proposal to SGVCOG;
 - Negotiating with SGVCOG any matter related to this proposal;
 - Cost associated with interviews, meetings, travel or presentations; and
 - Any other expenses incurred by Proposer prior to date of award, if any, of the Agreement, and a formal notice to proceed.

Conflict of Interest

Proposer agrees to avoid organizational conflicts of interest. An organizational conflict of interest means that due to other activities, relationships or contracts, the Proposer is unable, or potentially unable to render impartial assistance or advise the SGVCOG; Proposer's objectivity in performing the work identified in the specifications is, or might be, otherwise impaired; or the Proposer has an unfair competitive advantage. Proposer is obligated to fully disclose to SGVCOG in writing of any Conflict-of-Interest issues as soon as they are known to the Proposer. All disclosures must be disclosed at the time of Proposal submittal.

Proposer agrees to comply with the SGVCOG's Code of Conduct as it relates to Third Party contracts which is hereby referenced and by this reference is incorporated herein. Proposer agrees to include these requirements in all of its subcontracts.

Nondiscrimination

The SGVCOG will not discriminate against any interested individual, Proposer on the grounds of race, religious creed, color, national origin, ancestry, handicap, disability, marital status, pregnancy, sex, age, or sexual orientation.

Contract Type and Compensation

The Consultant's compensation for the work as identified in the Scope of Work will be time-and-materials based with an overall not-to-exceed amount.

Proposer are asked to submit a cost proposal using the Appendix C Excel format. A detailed labor cost breakdown shall be provided identifying hourly rates for each professional and administrative

staff person who will be committed to this Project (prime and subconsultants), including fringe and overhead costs. This information will be used to determine the reasonableness of Consultant's estimate and for pre-/post-award audit purposes when appropriate. Proposers should also include other project-related costs in their estimates, such as travel.

Taxes

The Proposer's work activities are subject to applicable State and Local Taxes. However, the SGVCOG is exempt from the payment of Federal Excise and Transportation Taxes.

General Terms and Conditions

- Appendix A contains a copy of the anticipated professional services agreement including the general terms and conditions of an agreement to provide Services for this Project.
- The SGVCOG reserves the right to modify the professional services agreement to the extent that it deems necessary either before or during any negotiations with the selected Proposer.
- The Proposer is expected to review the general terms and conditions and acknowledge their acceptance of Appendix A in the Proposal Cover letter (or their objections to specific parts of Appendix A) as a mechanism to expedite the contract negotiation process.
- The intent of the SGVCOG is to negotiate and enter into agreement with a Proposer for the identified project as soon as possible after the Notice of Intent to Award has been issued.
- To accommodate a possible delay in reaching a contract agreement, all parts of the Proposal and especially the offer of key personnel as described in the RFP shall be valid for one hundred eighty (180) days after submittal of the Proposal.

Insurance

Proposers must review the insurance requirements as they are written in the anticipated professional services agreement provided with this RFP. Upon award, the SGVCOG will request for the appropriate insurance documents and certifications to assure that the successful Proposer is compliant with the insurance requirements as set forth in the professional services agreement.

Key Personnel

It is imperative that the key personnel providing the services have the background, experience, and qualifications to prepare and complete the Project. The SGVCOG reserves the right to approve all key personnel individually for work on the contract. The Proposer must identify all proposed key personnel. [The Proposer may utilize subcontractors, however, subcontract value must not exceed 50% of the contract total.](#)

All key personnel shall be named in the proposal. After a contract is signed, the Proposer may not replace key personnel without written agreement of the SGVCOG. The SGVCOG must approve replacement staff before a substitute person is assigned to the Project. The SGVCOG reserves the right to request that the Proposer replace a staff person assigned to the contract should the SGVCOG consider such a replacement to be for the good of the project. Replacement staff would be subject to the SGVCOG written approval prior to assignment to the team.

Office Location/Travel

It is not the intent of the SGVCOG to provide office space for Proposer's personnel at the SGVCOG office. The SGVCOG does not intend to reimburse the Proposer for personnel relocation under a contract on this solicitation. Specialty staff identified in the proposal that are needed for specific assignments on the contract may, with the SGVCOG's written approval in advance, be eligible for reimbursement for all reasonable, normal costs associated with travel outside their home office.

Evaluation Procedure

The SGVCOG will form a Technical Evaluation Committee (TEC) to evaluate the technical and cost proposals. Each TEC member will evaluate each proposal using a 100-point scale and the evaluation criteria established below. The TEC will convene to discuss their rankings and may shortlist top-ranked proposers for oral interviews. The TEC are allowed to adjust their scores based on all information presented including, but not limited to, discussion amongst the TEC members, the consultant's proposal response, references, and interviews.

Award

At the conclusion of this process, SGVCOG staff will submit the recommendation of the TEC to the Executive Director for approval and award of contract. SGVCOG reserves the right to award this contract to one or multiple Proposers at its own discretion, and to award without discussions.

Protest Procedures

The SGVCOG has prepared written protest procedures that are applicable to its solicitations, and a copy of the procedures may be obtained by contacting the SGVCOG staff member identified in this RFP.

Notification of Award and Debriefing

Proposers who submit a proposal in response to this RFP shall be notified via PlanetBids of the contract award. Such notification shall be made no later than the close of business, the fifth (5th) business day after the notice of intent to award is issued by the SGVCOG.

Proposers who were not awarded the contract may obtain a debriefing concerning the strengths and weaknesses of their proposal. Unsuccessful Proposers, who wish to be debriefed, must request the debriefing in writing via electronic mail. Debriefings will not be scheduled until the contract is fully executed.

SECTION II: EVALUATION CRITERIA

Evaluation Criteria (100 Points Total)

Project Approach (30 Points)

- Thoughtfulness of approach and clear understanding of what is required to complete the project
- Identification of issues/problems likely to be encountered and solutions

Experience (25 Points)

- Experience in completing similar projects and programs
- Demonstrated history of working together and cooperation amongst team members, including proposed subconsultants

- Demonstrated record of meeting budget, scope, and schedule
- Innovative approaches/enhancements to similar projects

Staffing and Project Organization (15 Points)

- Qualifications of project team, including “key personnel” especially the Project Manager and Task Leaders, including their relevant past experience in projects of a similar nature
- Key personnel’s level of involvement in performing related work; adequacy of labor commitment and availability; references from past projects; and logic of project organization

Cost Effectiveness (30 Points)

- Overall cost of the proposal
- Cost effectiveness compared to the proposed quality of work and cost efficiencies presented to SGVCOG

SECTION III: SUBMITTAL REQUIREMENTS

Proposal Format and Content

- Cover Letter
 - Cover letter shall be limited to two (2) pages maximum and shall be addressed to Randy Futch, Management Analyst, and at a minimum, must contain the following:
 - Identification of the person that has authority to negotiate with SGVCOG and to execute on behalf of the Proposer any agreement that may result from such negotiations. Identification shall include legal name of company, corporate address and telephone number. Include name, title, address, telephone number and email address of the individual who will be responsible for any negotiations with SGVCOG and any contact person for the Proposer during the period of proposal evaluation.
 - Acknowledgement that the Proposer is obligated by any and all RFP addenda.
 - A statement to the effect that the proposal submitted shall remain valid for a period of not less than one hundred eighty (180) days from the date of submittal.
 - Acknowledge acceptance of the terms and conditions contained in Appendix A – Sample Services Agreement or state objections to specific parts of Appendix A.
 - Signature of a person authorized to bind the Proposer to the terms of the RFP.
 - Signed statement attesting that all information submitted with the proposal is true and correct.
- Technical Proposal
 - Qualifications, Related Experience, and References of the Proposer
 - This section should explain the ability of Proposer to satisfactorily perform the required work as a result of: experience in performing work of a similar nature to that identified in the RFP; staffing capability and proven record of meeting schedules on similar type projects. In this section, the Proposer should:

- Provide a profile of the firm, including the types of services offered; the year founded; form of the organization (corporation, partnership, sole proprietorship); number, size and location of offices; number of employees.
- Provide a detailed description of the firm's financial condition, including any bankruptcy, pending litigation, outstanding claims in excess of twenty-five thousand (\$25,000) for or against the firm; planned office closures, impending mergers and acquisitions.
- Describe the firm's experience in performing similar projects to the scope being proposed:
 - Summarize your organization's knowledge and qualifications to provide services relating to jurisdiction compliance with California edible food recovery mandates.
 - Describe your organization's experience and expertise in providing outreach, education, inspection, and enforcement services to edible food generators.
 - Describe your organization's experience and engagement with nonprofit food recovery organizations such as food banks, pantries, or food recovery services.
 - Describe past and current programs you have managed, the sources of program funding, and the types of relevant services provided in the last two years municipal and/or regional edible food recovery programs. Include accomplishments which can be demonstrated by data or other tangible markers of achievement.
- Proposed Staffing and Project Organization
 - This section of the Proposal should establish the method that will be used by the proposer to organize and provide the services and manage the project. In addition, this section should also identify key personnel to be assigned and their qualifications and experience; availability and current work load. Proposer should:
 - Provide education, experience and applicable professional credentials of project staff.
 - Include brief resumes with relevant experiences (not more than two [2] pages each) for key staff.
 - Identify key personnel proposed to perform the work in the specified tasks. Include the person's name, current location, and proposed position for this project, current assignment, and level of commitment to that assignment, availability for this assignment and how long each person has been with the Proposer.
 - Include a project organization chart that clearly delineates communication/reporting relationships among the project staff, including subconsultants. The organization chart must include the name, title and Proposer affiliation for all persons listed.
 - Include a statement that key personnel will be available to the extent proposed for the duration of the services and an acknowledgement

that no person designated as key personnel shall be removed or replaced without the prior written concurrence of SGVCOG.

- Outline qualifications of proposed “key personnel,” especially the Project Manager and Task Leaders, including their relevant experience in projects performing the tasks in the scope being proposed.
- Proposed Work Plan
 - Proposer shall provide a unique and creative narrative that addresses the Scope of Work for this Project and demonstrates that Proposer understands the Project’s overarching goals. The Proposer is encouraged to propose enhancements or procedural or technical innovations to the Scope of Work that do not materially deviate for the objectives.

Proposal Forms (Refer to Appendix B)

This section shall include the Forms contained in Appendix B to this RFP. Consultant shall completely fill out and sign, where applicable, the forms contained in Appendix B. If a form is not applicable, Proposer shall submit the form, clearly marked as “Not Applicable”. These forms should be submitted with the proposal.

Cost and Price Proposal (Refer to Appendix C)

Proposer are asked to submit a cost proposal using the Appendix C Excel format. The cost proposal must meet the requirements established above in the subsection titled, “Contract Type and Compensation.” Should Proposers have any questions on this document, we request that Proposers utilize the Q&A function of this RFP to address any questions or discrepancies. The SGVCOG may make modifications to this Appendix at its sole discretion.

APPENDICES

Appendix A – Sample Professional Services Agreement

Appendix B – Proposal Forms

Appendix C – Cost and Price Proposal