

1 [Contract Amendment - Recology San Francisco - Refuse Collection Services - Not to Exceed  
2 \$45,300,000]

3 **Resolution approving a sixth amendment to Contract 1000020021 between the City,**  
4 **acting by and through the Office of Contract Administration (OCA), and Sunset**  
5 **Scavenger Company d/b/a Recology Sunset Scavenger, Golden Gate Disposal &**  
6 **Recycling Company d/b/a Recology Golden Gate, and Recology San Francisco**  
7 **(collectively “Contractor”) for refuse collection services at City facilities, increasing the**  
8 **contract amount by \$1,500,000 for a total not to exceed amount of \$45,300,000; and**  
9 **extending the duration of the term by two months from November 1, 2024, for a total**  
10 **contract term of December 1, 2020, through December 31, 2024.**

11  
12 WHEREAS, The City has historically contracted with Sunset Scavenger Company  
13 d/b/a Recology Sunset Scavenger, Golden Gate Disposal & Recycling Company d/b/a  
14 Recology Golden Gate, and Recology San Francisco (collectively, “Contractor”) on a sole  
15 source basis to provide refuse collection services at City facilities; and

16 WHEREAS, Pursuant to the sole source authority under Administrative Code, Chapter  
17 21.5, the Office of Contract Administration (“OCA”) entered into an agreement with Contractor  
18 dated December 1, 2020, Contract 1000020021 (“Agreement”), for refuse collection services  
19 in the amount of \$5,600,000 and for a duration of seven months to June 30, 2021, as  
20 amended by the:

21 First Amendment, dated June 29, 2021, which extended the term end date to  
22 November 30, 2021, and increased the contract not to exceed amount to \$9,900,000; and

23 Second Amendment, dated November 5, 2021, which extended the term end date to  
24 June 30, 2022, and increased the contract not to exceed amount to \$15,622,000, pursuant to  
25 Board of Supervisors’ Resolution No. 532-21 (File No. 211083); and

1 Third Amendment, dated July 1, 2022, which extended the term end date to June 30,  
2 2024, and increased the contract not to exceed amount to \$39,600,000, pursuant to Board of  
3 Supervisors' Resolution No. 312-22 (File No. 220422); and

4 Fourth Amendment, dated June 20, 2023, which adjusted the contract pricing for the  
5 time period of July 1, 2023, through June 30, 2024; and

6 Fifth Amendment, dated April 8, 2024, which extended the term end date to October  
7 31, 2024, and increased the contract not to exceed amount to \$43,800,000, pursuant to Board  
8 of Supervisors' Resolution No. 278-24 (File No. 240365); and

9 WHEREAS, OCA issued a solicitation to competitively procure a new agreement for  
10 City refuse collection services in June 2022, and issued a conditional Notice of Intent to  
11 Award the agreement to the highest-ranked proposer in January 2023; and

12 WHEREAS, The highest-ranked proposer withdrew its proposal in March 2024, prior to  
13 execution of the new agreement for City refuse collection services, and OCA thereby  
14 terminated negotiations with this proposer; and

15 WHEREAS, OCA commenced negotiations for the new City refuse collection services  
16 agreement with the second-highest ranked proposer to the solicitation in March 2024; and

17 WHEREAS, OCA seeks to enter into a sixth amendment to the Agreement with  
18 Contractor for City refuse collection services, increasing the not to exceed contract amount by  
19 \$1,500,000 for a new total not to exceed amount of \$45,300,000 and extending the  
20 Agreement duration by two months from November 1, 2024, to December 31, 2024, to meet  
21 City business needs until a new agreement can be executed through the current competitive  
22 solicitation; and

23 WHEREAS, The parties have agreed to a price adjustment for the two-month contract  
24 extension based on the U.S. Department of Labor's Consumer Price Index for San Francisco-  
25 Oakland-Hayward, CA; and

1           WHEREAS, Under the Agreement the City has the option, in its sole discretion, to  
2 terminate the Agreement, at any time during the term, for convenience and without cause; and

3           WHEREAS, Charter, Section 9.118(b), requires the Board of Supervisors to approve by  
4 Resolution, contracts estimated to cost the City \$10,000,000 or more; and

5           WHEREAS, The proposed Amendment contained in File No. 240863, is substantially in  
6 final form, with all material terms and conditions included, and only remains to be executed by  
7 the parties upon approval of this Resolution; now, therefore, be it

8           RESOLVED, That the Board of Supervisors hereby approves the Amendment in  
9 substantially the form contained in File No. 240863; and, be it

10          FURTHER RESOLVED, That the Board of Supervisors authorizes OCA to make any  
11 modifications to the Amendment, prior to its final execution by all parties, that OCA  
12 determines, in consultation with the City Attorney, are consistent with this Resolution, in the  
13 best interest of the City, do not materially increase the obligations or liabilities of the City, are  
14 necessary or advisable to effectuate the purposes of the Amendment, and are in compliance  
15 with all applicable laws, including City's Charter; and, be it

16          FURTHER RESOLVED, That within 30 days of the Amendment being fully executed by  
17 all parties, OCA shall submit to the Clerk of the Board of Supervisors a completely executed  
18 copy for inclusion in File No. 240863; this requirement and obligation resides with the  
19 Department, and is for purposes of having a complete file only, and in no manner affects the  
20 validity of approved Amendment.