



LOS ANGELES COUNTY REGISTRAR-RECORDER/COUNTY CLERK

DEAN C. LOGAN
Registrar-Recorder/County Clerk

October 2, 2024

ADDENDUM NUMBER FOUR REQUEST FOR STATEMENT OF QUALIFICATIONS (RFSQ) #19-003 AS-NEEDED TEMPORARY STAFFING SERVICES

Dear Prospective Vendor:

Addendum Number Four is made to Request for Statement of Qualifications (RFSQ) #19-003 for As-Needed Temporary Staffing Services by the Department of Registrar-Recorder/County Clerk (Department).

Note that the updates and incorporations made below will affect all Statement of Qualifications (SOQ) submitted to the Department as of the date of this addendum.

- Appendix A (Statement of Work As-Needed Technical Staffing Services), Paragraph 8.0 (Responsibilities), sub-paragraph 8.5 (Contractor Staff), sub-paragraph 8.5.8.1 is hereby incorporated in the RFSQ to read as follows:

8.5.8.1 Under the California Labor Code, Contractor and its staff may mutually consent to a waiver of a meal period. Pursuant to California Labor Code Section 512, Contractor staff is entitled to a meal period of not less than thirty (30) minutes if their workday is over five (5) hours, and a second meal period of not less than (30) thirty minutes if their workday is more than ten (10) hours but not more than twelve (12) hours. Contractor staff working six (6) hours or less in a work day may waive their meal period if mutually agreed to with the Contractor. Contractor staff working more than ten (10) hours in a work day but no more than twelve (12) hours may also waive their second meal period by mutual consent with the Contractor, but only if the first meal period was not waived.

Any meal waiver requires the mutual consent of the Contractor and its staff and will be documented in a completed Meal Waiver Form in substantially the same form and substance as Appendix 8. Contractors amenable to meal waiver agreements with its staff must notify the County in advance and provide completed Meal Waiver Forms and any other supporting documentation to the County. Contractor staff will be compensated for hours worked, including any time that Contractor staff is not relieved of all work during a thirty-minute meal period. Nothing herein shall be construed to amend, modify, supersede, abrogate or reduce Contractor's obligations as set forth in Paragraphs 8.19 and 8.22 of the Master Agreement.

- Appendix B (Statement of Work As-Needed Non-Technical Staffing Services), Paragraph 8.0 (Responsibilities), sub-paragraph 8.5 (Contractor Staff), sub-paragraph 8.5.8.1 is hereby incorporated in the RFSQ to read as follows:

8.5.8.1 Under the California Labor Code, Contractor and its staff may mutually consent to a waiver of a meal period. Pursuant to California Labor Code Section 512, Contractor staff is entitled to a meal period of not less than thirty (30) minutes if their workday is over five (5) hours, and a second meal period of not less than (30) thirty minutes if their workday is more than ten (10) hours but not more than twelve (12) hours. Contractor staff working six (6) hours or less in a work day may waive their meal period if mutually agreed to with the Contractor. Contractor staff working more than ten (10) hours in a work day but no more than twelve (12) hours may also waive their second meal period by mutual consent with the Contractor, but only if the first meal period was not waived.

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- Appendix C (Paragraph 3.0 (Work), sub-paragraph 3.2 of the Master Agreement is hereby deleted in its entirety and replaced with a new Paragraph 3.0 (Work), sub-paragraph 3.2 into the Master Agreement to read as follows:

3.2 Work Orders shall generally conform to either Exhibit G1 or G2, and are to be performed on a fixed price per deliverable basis (see Exhibit G1 or G2) as determined by County. Each Work Order shall include, but not be limited to, an attached Statement of Work, which shall describe in detail the particular project and the work required for the performance thereof, Contractor staff information and roster, policies, Exhibit G1 or G2, Exhibit H1 (Certification of Employee Status), H2 (Certification of No Conflict of Interest), and Exhibit H3 (Contractor Acknowledgement and Confidentiality Agreement). Upon receipt of the aforementioned Work Order documents, Contractor has one (1) business day to acknowledge receipt and fourteen (14) business days prior to the Work Order start date to provide a list of names of staff available to perform services under the Work Order. Payment for all work shall be either on a time and materials basis or on a fixed priced per deliverable basis, subject to the Total Maximum Amount specified on each individual Work Order.

- Appendix C (Master Agreement), Paragraph 8.0 (Standard Terms and Conditions), sub-paragraph 8.60 (Campaign Contribution Prohibition Following Final Decision in Master Agreement Proceeding) is hereby incorporated in the RFSQ to read as follows:

8.60 Campaign Contribution Prohibition Following Final Decision in Master Agreement Proceeding

Pursuant to Government Code Section 84308, Contractor and its Subcontractors, are prohibited from making a contribution of more than \$250 to a County officer for twelve (12) months after the date of the final decision in the proceeding involving this Master Agreement. Failure to comply with the provisions of Government Code Section 84308 and of this paragraph, may be a material breach of this Master Agreement as determined in the sole discretion of the County.

- Appendix C (Master Agreement), Paragraph 10.0 is hereby incorporated in the RFSQ to read as follows:

10.0 Survival

In addition to any terms and conditions of this Agreement that expressly survive expiration or termination of this Agreement by their terms, the following provisions will survive the expiration or termination of this Agreement for any reason:

Paragraph 1.0	Applicable Documents
Paragraph 2.0	Definitions
Paragraph 3.0	Work
Paragraph 5.4	No Payment for Services Provided Following Expiration/ Termination of Agreement
Paragraph 7.6	Confidentiality
Paragraph 8.1	Amendments and Change Notices
Paragraph 8.2	Assignment and Delegation/Mergers or Acquisitions
Paragraph 8.19	Fair Labor Standards
Paragraph 8.20	Force Majeure
Paragraph 8.21	Governing Law, Jurisdiction, and Venue
Paragraph 8.23	Indemnification
Paragraph 8.24	General Provisions for all Insurance Coverage
Paragraph 8.24	Insurance Coverage
Paragraph 8.26	Liquidated Damages
Paragraph 8.34	Notices
Paragraph 8.36	Public Records Act
Paragraph 8.38	Record Retention and Inspection/Audit Settlement
Paragraph 8.42	Termination for Convenience
Paragraph 8.43	Termination for Default
Paragraph 8.48	Validity
Paragraph 8.49	Wavier
Paragraph 8.58	Prohibition from Participation in Future Solicitation(s)
Paragraph 8.60	Campaign Contribution Prohibition Following Final Decision in Master Agreement Proceeding
Paragraph 9.3	Intentionally Omitted
Paragraph 9.4	Intentionally Omitted
Paragraph 10.0	Survival

- Appendix A (Statement of Work As-Needed Technical Staffing Services), Exhibit 9 (Meal Period Waiver Agreement) is hereby incorporated in the RFSQ, a true and correct copy of which is attached hereto and incorporated herein by this reference.

- Appendix B (Statement of Work As-Needed Non-Technical Staffing Services), Exhibit 8 (Meal Period Waiver Agreement) is hereby incorporated in the RFSQ, a true and correct copy of which is attached hereto and incorporated herein by this reference.

It is the sole responsibility of each proposer to periodically check the County's Open Solicitations website for changes and/or additions to the solicitation.

RFSQ #19-003 is an open continuous solicitation. The initial deadline for receipt of SOQs was June 19, 2019. Any future SOQs sent by vendors will be reviewed as time permits upon receipt by the Department.

Thank you for your interest in this solicitation.

Sincerely,



JEROME JORDAN
Assistant Registrar-Recorder/County Clerk, Administration

JJ:JS:DL
VW:jw

Meal Period Waiver Agreement

(For shifts of six and/or twelve hours maximum)

Name:	Contractor Staff Number:
Assignment:	Today's Date:
Agency Name:	

Under California Labor Code Section 512, Contractor staff is entitled to a meal period of not less than thirty (30) minutes if their workday is over five (5) hours, and a second meal period of not less than (30) thirty minutes if their work day is more than ten (10) hours but not more than twelve (12) hours. Contract staff working six (6) hours or less in a workday may waive their meal period if mutually agreed to with the Contractor. Contractor staff working more than ten (10) hours in a workday but no more than twelve (12) hours may also waive their second meal period by mutual consent with the Contractor, but only if the first meal period was not waived . The Contractor and its staff may mutually consent to a waiver of a meal period under the following circumstances:

Waiver of First Meal Period:

- The employee works no more than six (6) hours in a workday; and
- Employer and employee mutually consent to the waiver.

Waiver of Second Meal Period:

- An employee works no more than twelve (12) hours in a work day;
- Employee took their first meal period, and
- Employer and employee mutually consent to the waiver.

By means of this form, I am requesting a waiver of the first or second meal period, when I meet the qualifications above regarding hours worked.

I understand that I or my employer (Contractor) may revoke this "Meal Period Waiver" at any time by providing one day's written notice of the decision to do so. This waiver will remain in effect until the option to revoke is exercised by either party.

Unless revoked in writing as provided above, this agreement shall be in full force and effect during the entire period of my employment.

I acknowledge that I have read this waiver, understand it, and voluntarily agree to its provisions.

Contractor Signature

Date

Contractor Staff's Signature

Date

Advance notification to the County: Contractors amenable to meal waiver agreements with their staff must notify the County in advance and provide completed Meal Waiver Forms and any other supporting documentation to the County.

Contractor staff will be compensated for hours worked, including any time that Contractor Staff is not relieved of all work during a thirty-minute meal period. Nothing herein shall be construed to amend, modify, supersede, rescind, or reduce the Contractor's obligations as set forth in Paragraphs 8.19 and 8.22 of the Master Agreement.

For Office Use Only:

- Received by: _____
- Date: _____
- Reviewed by: _____
- Date: _____

Meal Period Waiver Agreement

(For shifts of six and/or twelve hours maximum)

Name:	Contractor Staff Number:
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Contractor's Signature

Date

Contractor's Signature

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