San Joaquin Valley Agricultural Sciences Center
Summer Farm Labor Services
Performance Work Statement

Part 1 General Information

1. **General:** The San Joaquin Valley Agricultural Sciences Center located in Parlier, CA conducts research on 130-acre research facility. The SJVASC also conducts citrus research off site in Reedley, CA. The SJVASC also conducts research off site at other locations periodically. This research consists of multiple commodities and products. Throughout the year we have a seasonal requirement for farm labor to support agricultural tasks for scientific research.

2. **Objectives:** The objective of this requirement is successful farm labor services that support a diverse range of tasks throughout the growing season, including planting, suckering, pruning, tying, and picking. Workers are responsible for harvesting grapes, performing weed control, maintaining vineyards, and assisting with agricultural activities related to making crosses.

3. **Scope:** Farm labor services are necessary during peak agricultural season to ensure the timely completion of essential agricultural tasks. The Contractor shall perform to the standards of this PWS. This is a performance-based requirement, the labor mix of employees to perform this contract remains the discretion of the Contractor for all services.

4. **Privity of Contract**: Contract service providers shall be accountable solely to the Prime Contractor, who, in turn, is responsible to the Government.

5. **Period of Performance:** The period of performance (POP) shall be for a IDIQ five year ordering period.

6. **Place of Performance:** The work to be performed under this contract will be performed at the United States Department of Agriculture (USDA) San Joaquin Valley Agricultural Sciences Center (SJVASC), located in Parlier, California. The SJVASC also conducts research off site at other locations periodically.

7. **Hours of Operation:** The Contractor is responsible for providing services between the hours of 0630 to 1430, Monday through Friday except Federal holidays or when the USDA-ARS work site is closed due to local or national emergencies, administrative closings, or similar Government directed work site closings.

8. **Federal Observed Holidays:**

New Year's Day	Martin Luther King Jr.'s Birthday	President's Day
Memorial Day	Juneteenth Independence Day	Independence Day

Labor Day	Columbus Day	Veteran's Day
Thanksgiving Day	Christmas Day	

9. **Quality Control Program (QCP):** The Contractor shall develop, implement, and maintain an effective QCP to ensure services are performed in accordance with (IAW) this PWS. The QCP, including changes, shall be forwarded to, and accepted by the Contracting Officer (CO). The Contractor shall develop and implement procedures to identify, prevent, and ensure non-recurrence of deficiencies and shall review the plan with his onsite personnel to ensure complete understanding. The QCP must be provided within 30 days of the notice to proceed and shall be kept current, reflecting the pertinent contract modifications and grounds changes or conditions, with updates being submitted within five (5) days of changes being made. The plan shall include but is not limited to the following:

    - The name of the Farm Labor Manager.
    - A communication plan that shall describe methods of direct and indirect communication with USDA Agricultural Research Service regarding performance of the contract.
    - The Contractor shall give immediate written notice to the Contracting Officer or Contracting Officer Representative of any condition discovered that may present a hazard to either the equipment or personnel.
    - On site records of all inspections conducted by the Contractor and necessary corrective action taken. This documentation shall be made available to the CO and/or COR during the term of the contract.
    - A contingency plan to provide for continuing agricultural field labor services in the event of employees' absences.

10. **USDA Performance Assessments:** Assessments will be assigned to an authorized individual or will be done by the COR. The COR will evaluate the contractor's performance under this contract IAW the Quality Assurance Surveillance Plan (QASP).

- COR may accompany Contractor personnel during regular field work or other work visits to observe and or ask for explanation of work performed. The intent is not to delay the Contractor in any way.

- If performance or quality measures are not being met by the Contractor, USDA-ARS will revisit the QCP and may request revisions. Upon review of the plan and related documents, USDA-ARS will take appropriate action to ensure that all quality and performance measures are met as specified in this contract.

- If found that field labor services have any deficiencies, the Contractor will be notified of these deficiencies, and it shall be their responsibility to make the necessary corrections within three (3) calendar days.

11. **Contracting Officer's Representative (COR):** The COR monitors all technical aspects of the contract and assists in contract administration. The COR is authorized to perform the following functions:

    - Assure that the Contractor performs the technical requirements of the contract. Perform inspections necessary in connection with contract performance.
    - Maintain written and oral communications with the Contractor concerning technical aspects of the contract.
    - Issue written interpretations of technical requirements, including Government drawings, designs, and specifications.
    - Monitor Contractor's performance and notify both the CO and Contractor of any deficiencies.
    - Coordinate availability of government furnished property.
    - Provide site entry of Contractor personnel.
    - The COR is not authorized to change any of the terms and conditions of the resulting order.

12. **Safety:** Contractor will provide a safe working environment for field labor personnel and will ensure all personnel practice safe working techniques. The contractor shall follow, but is not limited to, the following safety precautions:

    - Providing all field labor personnel with proper personal protective equipment as necessary.
    - Ensuring all field labor personnel are aware of the various hazards located throughout the work site. The Government, upon request by the Contractor through the COR, will provide site-hazard awareness training for field labor personnel once per year (not to exceed one hour and to be scheduled at the convenience of the Government).
    - Ensuring that all field labor personnel are familiar with the use of ladders and standard farm labor tools used.
    - Ensuring all equipment brought on-site is routinely inspected and is in safe working order and meets all Occupational Safety & Health Administration (OSHA) regulations.
    - Removing from service any machinery that is found to be unsafe. Any equipment deemed unsafe will be removed from the site or disabled from service to prevent inadvertent use. Additionally, any equipment deemed to be unsafe by the COR must be promptly removed from service.

Part 2 Furnished Items and Responsibilities

13. **Space:** The government shall provide space for the Contractor to secure all their equipment and required supplies. Keys to designated space will also be provided. In

the event any keys are lost a replacement key will be provided at the expense to the Contractor

14. **Contractor:** The Contractor shall furnish all equipment, materials, supplies, services, and employee training required to achieve the quality performance standards of the work in this contract, unless otherwise specified herein. The contractor shall furnish the following:

    - Provide hourly rate for Farm Laborers who are qualified to fulfil the requirements in Part 3 Specific Tasks.
    - Ladders.
    - Hand tools need to provide services.
    - Two portable bathrooms (Male and Female).
    - Hand washing station.
    - Shade for breaks.
    - Drinking water.
    - Safety Training as needed.
    - Paycheck distribution shall be accomplished by the prime contractor directly to the farm worker, without the Government serving as an intermediary.
    - Provide Farm Labor Manager to assign work, maintain employee time and attendance.

15. **Environment and OSHA:** The Contractor shall comply with all local, state, and Federal environmental and occupational safety laws, rules, and regulations. Any apparent conflict between compliance and with the requirements of the contract shall be immediately brought to the attention of the CO and/or the COR. The Contractor shall notify the CO and COR in writing in addition to any verbal notification of such conflicts within 24 hours of occurrence.

16. **Contractor Key Personnel:** The Contractor shall provide a Farm Labor Manager who shall be responsible for the performance of the work and shall be the central point of contact with the Government. All field labor personnel working is required to identify themselves as such to avoid creating an impression in the minds of members of the public that they are USDA/Government officials.

17. **Rosters:** For SJVASC security purposes, the Contractor shall provide the CO and COR a list of all employees who will perform work under this contract. The Contractor shall maintain revisions and updates to this list and submit them to the COR monthly.

18. **Security Requirements:** Farm labor personnel employed by the Contractor or any representative of, or agent of the Contractor, entering work site shall conform to the site security regulations. No direct ARS structure access is required so PIV access is

not necessary. The Farm Labor Manager will provide a list of names to COR for submission to the security office NLT 2 days prior to the first visit.

19. **Physical Security:** The Contractor shall safeguard all USDA-ARS equipment, information and property provided for Contractor use. At the close of each work period, USDA-ARS facilities, equipment, and materials shall be secured. In the event the contractor is unable to do so the COR must be notified to assist the contractor with an alternate means of securing USDA property.

20. **Contractor Personnel Conduct:** The Contractor is responsible for ensuring that its employees providing services under this contract conduct themselves and perform services in a professional manner. The Contractor's employees shall observe and comply with all local policies and procedures concerning fire, safety, environmental protection, sanitation, security, and possession of firearms or other lethal or illegal weapons or substance

21. **Negligence or Omission:** The Contractor, at no additional cost to the Government, shall accomplish all repairs resulting from negligence or omission in performing maintenance or repairs required in this contract. Should the Contractor and the CO be unable to agree as to whether damage was caused by a negligent act or omission of the Contractor, such dispute shall be settled pursuant to FAR 52.212-4 Contract Terms and Conditions – Commercial items, Disputes.

22. **Repairs Necessitated by Other than Fair Wear and Tear:** The Contractor shall immediately notify the COR whenever they find evidence that repairs are required due to other than fair wear and tear.

PART 3 Specific Tasks

23. **Field labor workers shall perform the following:**

- Ground Planting Support.
- Greenhouse Support.
- Pruning and training of perennial plants (including shrubs, trees, vines).
- Thinning.
- Hand Weeding as needed.
- Install/Repair Trellis.
- Install/Repair irrigation.
- Emasculation and pollination in fruit trees and vines.
- Harvest of fruit.
- Pull vines.
- Open weed mat and add organic matter (for mulch) and reset back in place.
- Prepare soil mixture (sand/peat/redwood humus) as prescribed.
- General agricultural field support.

- Transplant seedlings.
- Wash pots and seed flats.
- Remove weeds from beds under plant benches and surrounding greenhouse and screen house.
- Periodically sweep sidewalk in greenhouse and screen house; sweep or vacuum dirt from insectary floor.
- Remove exterior shade-cloth from greenhouse ceiling and store during winter; re-attach greenhouse shade-cloth in spring.
- Annual vegetable and grain seed nursery maintenance (planting, harvesting, threshing seed).
- Basic honeybee pollinator maintenance.
- Installation and removal of pollen exclusion screens.
- Cleaning of pollen exclusion screens.
- Installation and removal of plastic mulch

PART 4 Deliverables & Schedule

Deliverables	**Frequency**	**Submit To**
Quality Control Plan (QCP)	Within 30 days of NTP / Within 5 days of changes being made	CO
Contractor Performance Assessments	As requested.	COR
Employee Roster	Prior to beginning work on this PWS / Monthly Updates	CO & COR
Liability Insurance Certificate	Within 5 days of award and annually thereafter	CO