

UNITED STATES DEPARTMENT OF AGRICULTURE AGRICULTURAL MARKETING SERVICE FEDERAL GRAIN INSPECTION SERVICE WASHINGTON, DC	OMB No. 0581-0309
	No reduced hourly fee may be approved unless this application has been properly completed (7 CFR 800.115 (c)).
	FORM APPROVED OMB NO. 0581-0309 According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0581-0309. The time required to complete this information collection is estimated to average 20 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

APPLICATION AND AGREEMENT FOR CONTRACT SERVICE

Name of Applicant	Location of Service	Date of Service to Commence

The above named applicant hereby makes application for official inspection and/or official weighing(s) in accordance with applicable provisions and conditions stated below:

- I. The contract and the services shall be subject to the United States Grain Standards Act, as amended, (7 U.S.C. 71 et. seq.), hereinafter cited as the Act, and the regulations, standards, and instructions thereunder.
- II. The applicant agrees that with respect to:
 - A. **1 YEAR CONTRACT RATE** – To pay the current contract rate for 8 hours of service per day, per contracted personnel for a specified shift, _____ consecutive days (5 days minimum) per week beginning on _____, for 1 calendar year from the effective date of the contract. The fees are published in the regulations under the Act.
 - B. **NONCONTRACT RATE** – To pay the current noncontract rate for all noncontracted hours worked. The fees are published in the regulations under the Act.
 - C. **CONTRACTED PERSONNEL** – To pay the contract rate for:
 - 1. _____ official personnel for the first shift for 8 hours per day.
 - 2. _____ official personnel for the second shift for 8 hours per day.
 - 3. _____ official personnel for the third shift for 8 hours per day.
- III. FGIS agrees that with respect to:
 - A. **SERVICES** – To furnish official personnel to perform service for the applicant at the specified location in accordance with the Act.
 - B. **CHARGES** – To bill the applicant at the current contract hourly rate for the contracted hours and noncontracted hourly rate for all other hours worked in accordance with the fees published in the regulations under the Act.
 - C. **UNCONTROLLABLE CIRCUMSTANCES** – Charges shall not be assessed when service is not performed due to strikes, natural disasters, fires, bomb threats, or other situations not under the control of applicant.

IV. It is mutually agreed that with respect to:

A. **OFFICIAL PERSONNEL –**

1. FGIS reserves the right to determine the total number of official personnel needed to perform the service.
2. FGIS reserves the right to reassign official personnel when, in the opinion of FGIS, the personnel are not needed to perform service for the applicant or when the applicant and FGIS agree services are not needed. In these circumstances, the applicant will not be charged for the hours of employees that are reassigned.

B. **TERMINATION OF CONTRACT –** The official services shall be provided at the specified location and shall be continued for a specified contract period unless the contract is terminated prior to this time by:

1. Either party giving the other 60 days advance written notice of termination, unless it is mutually agreeable to both parties to terminate it at an earlier date. If the applicant terminates the contract, then the applicant forfeits the privilege of signing a new contract for the specified contract period.
2. The applicant notifying FGIS of termination 10 days prior to the effective date of revised inspection and/or weighing contract hourly fees.

C. **RENEWAL OF CONTRACT –** The applicant will give not less than 10 days written notice of intent to renew the contract for a specified contract period.

1. **AMENDMENT OF CONTRACT –** By mutual agreement, a contract may be amended as to the number of official personnel under the contract.

V. This application when approved shall constitute a contract between the undersigned applicant and FGIS, in accordance with the terms and conditions provided herein, and shall supersede any previous executed contract(s) for official inspection and/or official weighing services(s) covering the same location and applicant.

APPLICANT

Name of Firm

Signature

Title

Date

APPROVED

U.S. Department of Agriculture, Agricultural Marketing Service,
Federal Grain Inspection Service

Field Office (City and State)

Signature of Authorized Field Office Representative

Title

Date

INSTRUCTIONS FOR SUBMITTING A CONTRACT SERVICE AGREEMENT

- A. Applicants for grain inspection and weighing services in areas served by a Federal Grain Inspection Service (FGIS) field office may enter into a service commitment with the field office in order to ensure timely services and to obtain lower inspection and weighing charges.
1. A commitment (contract) service is an agreement whereby the applicant agrees to pay for 8 hours of service per day for a predetermined number of official personnel, for at least 5 consecutive days per week.
 2. FGIS in turn, agrees to make official personnel available to the applicant for the specified period and to perform all requested services at reduced hourly rates.
 3. All hours of service worked in excess of the commitment are charged at the no commitment rate.
 4. Service charges are not assessed under commitment service for recognized federal holidays when, upon request of the applicant, service is not performed. The applicant is requested to make this request not later than 2 p.m. the preceding business day.
- B. To enter into a commitment service agreement, the applicant must provide the appropriate FGIS field office with 60 days written notice specifying the proposed effective date of the commitment. A commitment may become effective prior to the proposed effective date with the consent of both parties.
- C. To terminate a commitment service agreement, the applicant must provide the appropriate FGIS field office with 60 days written notice specifying the date of termination. However, a commitment agreement may be terminated at any time by mutual consent of both parties.
- D. FGIS reserves the right to:
1. Determine the number of official personnel needed to perform the service for a commitment applicant, which may be different than the number of official personnel under commitment;
 2. Terminate a commitment agreement by giving the applicant 60 days written notice specifying the date of termination; and
 3. Temporarily reassign official personnel from a commitment applicant when, in the opinion of FGIS, the official personnel are not needed to perform service for the commitment applicant.

NOTE: Charges will be assessed in accordance with Section 800.71, "Fees assessed by the Service," of the regulations under the United States Grain Standards Act, as amended.

CONTACT INFORMATION:

Contact the field office responsible for the geographic area in which the service will be provided. Details for these locations can be found on the [FGIS website](#). The signed form should also be mailed to this location.

For further information on Contract Service Agreements contact:

Field Management Division
1400 Independence Avenue, SW, Room 2409-S
Washington, DC 20250-3630
Telephone: (202) 690-3206
Fax: (202) 720-1015