

**UNITED STATES DEPARTMENT OF AGRICULTURE
GRAIN INSPECTION, PACKERS AND STOCKYARDS
ADMINISTRATION
FEDERAL GRAIN INSPECTION SERVICE
WASHINGTON, DC**

OMB No. 0580-0013

No reduced hourly fee may be approved unless this application has been properly completed (7 CFR 800.115 (c)).

FORM APPROVED OMB NO. 0580-0013: According to the Paperwork Reduction Act of 1995, no persons are 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 0580-0013. 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 days per day.
 - 3. _____ official personnel for the third shift for 8 hours per day.
- III. GIPSA/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. **HOLIDAYS** – Charges shall not be assessed for recognized Federal Holidays when service is not performed upon request of the applicant. The request must be made not later than 2 p.m. the preceding business day.
 - D. **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. GIPSA/FGIS reserves the right to determine the total number of official personnel needed to perform the service.
2. GIPSA/FGIS reserves the right to reassign official personnel when, in the opinion of GIPSA/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 GIPSA/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.

D. **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 GIPSA/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
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APPROVED

U.S. Department of Agriculture, Grain Inspection, Packers and Stockyards Administration,
Federal Grain Inspection Service

Field Office (City and State)

Signature of Authorized Field Office Representative	Title	Date
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INSTRUCTIONS FOR SUBMITTING A CONTRACT SERVICE AGREEMENT

UNITED STATES DEPARTMENT OF AGRICULTURE GRAIN INSPECTION, PACKERS AND STOCKYARDS ADMINISTRATION FEDERAL GRAIN INSPECTION SERVICE WASHINGTON, DC	<p style="text-align: right; margin: 0;">OMB No. 0580-0013</p> <p style="margin: 0;">No reduced hourly fee may be approved unless this application has been properly completed (7 CFR 800.115 (c)).</p> <p style="margin: 0;">FORM APPROVED OMB NO. 0580-0013: According to the Paperwork Reduction Act of 1995, no persons are 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 0580-0013. 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.</p>
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APPLICATION AND AGREEMENT FOR CONTRACT SERVICE

Name of Applicant	Location of Service	Date of Service to Commence
<div style="border: 1px solid black; border-radius: 50%; width: 30px; height: 30px; display: flex; align-items: center; justify-content: center; margin: 0 auto;">1</div>	<div style="border: 1px solid black; border-radius: 50%; width: 30px; height: 30px; display: flex; align-items: center; justify-content: center; margin: 0 auto;">2</div>	<div style="border: 1px solid black; border-radius: 50%; width: 30px; height: 30px; display: flex; align-items: center; justify-content: center; margin: 0 auto;">3</div>

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:

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 - 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.

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 - 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 days per day.
 3. _____ official personnel for the third shift for 8 hours per day.

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- III. GIPSA/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. **HOLIDAYS** – Charges shall not be assessed for recognized Federal Holidays when service is not performed upon request of the applicant. The request must be made not later than 2 p.m. the preceding business day.
 - D. **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.

INSTRUCTIONS FOR SUBMITTING A CONTRACT SERVICE AGREEMENT (REVERSE)

- IV. It is mutually agreed that with respect to:
- A. **OFFICIAL PERSONNEL –**
1. GIPSA/FGIS reserves the right to determine the total number of official personnel needed to perform the service.
 2. GIPSA/FGIS reserves the right to reassign official personnel when, in the opinion of GIPSA/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 GIPSA/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.
- D. **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 GIPSA/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 7		
Signature 8	Title 9	Date 10

APPROVED

U.S. Department of Agriculture, Grain Inspection, Packers and Stockyards Administration, Federal Grain Inspection Service 11		
Field Office (City and State)		
Signature of Authorized Field Office Representative 12	Title 13	Date 14

INSTRUCTIONS FOR COMPLETING FORM FGIS-4,
APPLICATION AND AGREEMENT FOR CONTRACT SERVICE

Prepare the form with an original and three copies.

- (1) Show name of applicant.
- (2) Show the address where the service will be performed.
- (3) Show the date that the agreement is to become effective (on or after the date of signature).
- (4) Select the contract duration rate desired. Show the minimum number of consecutive days a week agreed upon (5, 6, or 7). The contract must be for at least 5 days.
- (5) Designate the first day of the consecutive days per week (i.e., Sunday, Monday, etc.).
- (6) Show the number of official personnel under contract per shift. (If none are required for a shift, show 0.)
- (7) Show the name of the firm making application.
- (8) Show the signature of the person making application.
- (9) Show the title of the person making application.
- (10) Show the date of the applicant's signature.
- (11) Show the city and state of the authorizing field office.
- (12) Show the signature of the authorized field office representative.
- (13) Show the title of the authorized field office representative.
- (14) Show the date of the authorized field office representative's signature.

To renew an existing contract, complete and present to FGIS a new Form FGIS-4. Amendments to the contract will be typed on plain paper. The amended item will be stated (i.e., item II, C, 2 is amended to read: "4 official personnel for the second shift for 8 hours per day", effective (Date), and both parties will sign and attach the amendment to the contract.

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 at:

<http://www.gipsa.usda.gov/GIPSA/webapp?area=home&subject=fc&topic=fsp>

The signed form should also be mailed to this location.

For further information on Contract Service Agreements contact:

John C. Giler Giler, Acting Director
Field Management Division
1400 Independence Avenue, SW, Room 2409 N
Washington, DC 20250-3630

Telephone: (202) 720-0228
Fax: (202) 720-1015
Email: john.c.giler@usda.gov