

Fresh Products Branch Directive

**FPB 200
02/24/11**

CONTRACTS FOR MARKET INSPECTION SERVICES

I. PURPOSE

This directive sets forth the types of contracts established by the Agricultural Marketing Service (AMS) Fresh Products Branch (FPB) to provide inspection services to applicants and prescribes the conditions for using such contracts.

II. AUTHORITY

This directive is issued in accordance with the regulations contained in Title 7 of the Code of Federal Regulations, Part 51 (7 CFR 51).

III. POLICY

A contract such as one of those prescribed herein must be completed and signed by the applicant *before* any service described below is provided; except that a contract for continuous inspection service must also be signed by an AMS representative before services are provided. The following types of contracts are available:

1. Inspection services on a commitment basis where an on-duty inspector is provided for a predetermined time period or at a predetermined fee rate; or
2. Inspection services that, when provided in accordance with fees prescribed in 7 CFR 51.38 through 51.40, would not allow for full cost recovery; or
3. Continuous inspection service that allows the use of the approved FPB shield or logo showing the U.S. grade, the approved continuous inspection legend, or both, on containers.

Federal and Federal-State market offices shall use the example contracts provided in this directive as guidance when establishing contracts for inspection services. Customization of these example contracts, by removing or adding clauses or provisions, is permitted on a case-by-case basis, but must be submitted to the Branch Chief for approval prior to submission to the applicant.

Distribution: HQ, FM, FPM, FS, CM

Originating Office: Field Operations Section

File Maintenance Instructions: Remove FPB 200 dated 11/23/92 from the Directive Binder and replace with this version.

IV. TYPES OF
CONTRACTS
AND
CONDITIONS
FOR USAGE

A. Commitment Contract for Inspections for Fresh Fruits, Vegetables, and Other Products-are used when an inspector is assigned on a commitment basis to inspect fresh fruits, vegetables, and other related products at a specified destination inspection site (Exhibit A and B);

B. Contract for DeCA Certification of Fresh Fruits, Vegetables, and Other Products-are used when inspectors are assigned to an office primarily to certify product compliance for Defense Commissary Agencies (DeCA) and workload for other types of inspections is inadequate to allow full recovery of costs for those inspectors (Exhibit C and D); and

C. Contract for Continuous Inspection Services of Fresh Fruits, Vegetables, and Other Products-are used for assignment of inspector on a commitment basis to provide continuous inspection service that allows the use of the approved FPB shield or logo showing the U.S. grade, the approved continuous inspection legend, or both, on containers (Exhibit E and F).

In the contracts referenced at A and C above, under Section C., Facilities, "adequate office space" is defined as a lockable desk, file(s), or dedicated office space that is for the exclusive use of USDA.

V. COMPLETING
THE CONTRACT
FORMS

The market office shall complete the contract form and forward it to the applicant for signature. All entries must be completed with the appropriate information as described below:

A. Name of Applicant. Enter the organization's legal title including hyphenations, abbreviations, incorporation, and any other pertinent information.

B. Street Address, City, State. Enter the address of the applicant's main office or Headquarters.

C. Inspection Site. Enter the location(s) where inspection services will be performed.

D. Products(s) Covered. When completing the Contract for Continuous Inspection Service, indicate the name of the product to be packed in containers showing the approved FPB shield or logo, approved continuous inspection legend, or both. Additional products added in the future will necessitate a revised contract agreement.

E. Starting Date Requested. Enter the date that FPB is able to begin providing the requested service(s). If the contract is to revise an existing contract, enter the date the revised contract is to become effective.

V. COMPLETING
THE CONTRACT
FORMS,
continued

F. Rates/Fees. If possible, inspection fees should be in accordance with the current rates in effect at the time inspection service is rendered as specified in 7 CFR 51.38, Basis for Fees and Rates or as appropriate for Federal-State Services. Hourly or per package rates greater or less than those specified in 7 CFR 51 may be used provided that the full cost of providing service is recovered, including overhead and rotation/relocation costs of inspectors. Where Federal rates are mandated, Federal-State cooperators shall justify in writing the use of any hourly rate other than that specified in 7 CFR 51 and obtain the approval of USDA for use of the modified rate prior to implementing a contract.

VI. APPROVAL
OF CONTRACT
AGREEMENT

A. Level of Approval:

1. Approved for the Applicant. The person signing the contract shall be one of responsible authority, such as the President, Vice President, Secretary, Chairman of the Board of Directors, or Treasurer.

2. Approved for AMS. Contracts shall be approved for AMS by the FPB Branch Chief.

3. Approved for FSIP. Contracts shall be approved for the Federal-State Inspection Program by an appropriate official of the Federal-State cooperator.

B. Order of Approval:

1. Commitment Contract for Inspections, Contract for DECA Certification, and Contract for Continuous Inspection Services shall be approved by the applicant and thereafter approved by AMS.

2. Federal-State Commitment Contract for Inspections and Contract for DeCA Certification shall be approved by the applicant and thereafter approved by the Federal-State cooperator.

3. Federal-State Contracts for Continuous Inspection Services shall be approved by AMS, following approval by the applicant and the Federal-State cooperator. Contracts must be approved by AMS before service is provided.

VII.
DISTRIBUTION
OF COPIES

Distribution of copies of each contract shall be as follows:

A. Commitment Contract for Inspections; Contract for DeCA Certification of Fresh Fruits, Vegetables, and Other Products; and Contract for Continuous Inspection Services of Fresh Fruits, Vegetables, and Other Products.

One copy with the original signatures shall be provided to:

1. the applicant;
2. the market office; and
3. the Field Operations Section (FOS).

B. Federal-State Commitment Contract for Inspections; and Federal-State Contract for DeCA Certification of Fresh Fruits, Vegetables, and Other Products.

One copy with the original signatures shall be provided to:

1. the applicant;
2. the Federal-State cooperator; and
3. Federal Program Manager and/or Federal Supervisor (FPM/FS).

C. Federal-State Contract for Continuous Inspection Services of Fresh Fruits, Vegetables, and Other Products.

One copy with the original signatures shall be provided to:

1. the applicant;
2. the Federal-State cooperator; and
3. the Field Operation Section.

Duplicate copies shall be provided to the FPM or FS.

VIII.
RESPONSIBIL-
ITIES

A. The Officer-in-Charge (OIC) shall:

1. Inform all interested parties of FPB's policy regarding contract inspection services prior to providing such services;

VIII.
RESPONSIBILITIES,
continued

2. Inform FOS when services requested by an applicant will require a contract, and ensure that a contract signed by the applicant is obtained prior to providing services;

3. Carefully complete the contract form after consulting with FOS, obtain Branch Chief approval on additions or changes made to the example contracts provided in this directive, and obtain an original applicant's signature on 3 copies of each completed form;

4. Forward the 3 copies with applicant's signature for approval as indicated in Section VI. B;

5. Provide the applicant with a copy of the contract with original signatures; and

B. The Federal Program Managers or Federal Supervisor shall:

1. Ensure that the Federal-State cooperator has a signed contract on file before service is provided on a contract basis;

2. Keep on file a copy of the contract for each applicant receiving inspection service on a contract basis from a Federal-State cooperator office;

3. Provide the applicant and Federal-State cooperator with a copy of the Federal-State Contract for Continuous Inspection Services of Fresh Fruits, Vegetables, and Other Products with original signatures.

C. The Field Operations Section shall:

1. Coordinate AMS approval; and

2. Forward signed copies of contracts to the market office and Federal Program Manager or Federal Supervisor.



Cheri Courtney
Assistant Branch Chief

Attachments

UNITED STATES DEPARTMENT OF AGRICULTURE
AGRICULTURAL MARKETING SERVICE
FRUIT AND VEGETABLE PROGRAMS
FRESH PRODUCTS BRANCH

**COMMITMENT CONTRACT FOR INSPECTION
OF FRESH FRUITS, VEGETABLES, AND OTHER PRODUCTS**

I (We), _____,
(Name of Applicant)

located at , _____,
(Street Address, City, State)

hereinafter referred to as the applicant, hereby makes application for inspection of fresh fruits, vegetables, and other related products as may be designated at

(Inspection Site)

commencing on _____ or as soon thereafter as appears practicable to the
(Starting Date Requested)

Agricultural Marketing Service (AMS).

I. The APPLICANT agrees that with respect to:

A. PAYMENT – To pay by check or money order drawn to the order of “Agricultural Marketing Service USDA,” or by credit card, all charges for the services covered herein upon receipt of each invoice.

B. REGULATIONS – To conform to all applicable regulations governing the services to be conducted as defined in the Regulations Governing Inspection, Certification, and Standards for Fresh Fruits, Vegetables, and Other Products (7 CFR Part 51) and any additional and supplemental instructions issued by AMS.

C. FACILITIES

1. To make available to inspectors adequate office space and furnish suitable desks and office equipment for the proper care of inspection records.

2. To make all designated lots accessible and provide adequate lighting to allow proper sampling and inspection.

II. AMS agrees that with respect to:

A. BILLING - To bill the applicant in accordance with the applicable sections of the Regulations.

B. SERVICES - To furnish the services of inspector(s), subject to the availability of inspection personnel.

1. To make inspections for quality and condition, condition only, or other common certifications of product quality as requested by the applicant on lots of fresh fruits and vegetables at the designated inspection site.
2. To furnish inspection reports in accordance with the applicable regulations of AMS effective at time service is rendered.

III. It is MUTUALLY agreed that with respect to:

A. CHARGES - Charges for each inspector assigned to provide service under this contract shall be billed at the regular hourly rate for five eight-hour days per week, plus the regular and premium hourly charges for overtime hours or hours worked on Federal Holidays. Hourly rates are those currently in effect at the time inspection service is rendered as specified in 7 CFR 51.38. Standard travel charges shall not be charged for the service under this contract.

1. A minimum charge of forty (40) hours per week at the regular hourly rate shall be assessable, except that hours worked performing inspection services for other parties during the scheduled duty hours, including travel time to and from other parties' inspection sites, and hours of inspector leave when a relief inspector cannot be provided, will be deducted from this minimum charge. The consent of the applicant will be obtained prior to the release of the inspector(s) from the contract inspection site during scheduled duty hours to perform inspection services at other sites.

B. INSPECTION PERSONNEL

1. AMS may transfer to and from the designated inspection site one or more inspectors for any reason necessary to properly conduct the operations of the inspection program. Such reasons include but are not limited to the relief of the inspector(s) for the purpose of taking leave or to obtain training, and the periodic rotation of work assignments.
2. AMS shall not be responsible for damages occurring through any act of commission or omission on the part of its inspector(s) when engaged in rendering service under this contract, or for failure to provide enough inspectors during any period of service under this contract.

C. SCHEDULED WORKWEEK-The regularly scheduled work days and hours of inspection personnel are to be established and revised by mutual agreement between AMS and the applicant.

D. TERMINATION OF SERVICES

1. The inspection services shall be provide at the designated inspection site and shall be continued until the contract is terminated by:
 - a. Mutual consent.
 - b. Either party giving the other party 30-days advance written notice specifying the date of termination, except that when this contract does not supercede a

previously executed contract the applicant may not terminate this contract during the first year of the contract period.

- c. AMS with a written 1-day notice if the applicant fails to pay in full any invoice within 30 days after the date of the invoice.
- d. AMS at any time due to the bankruptcy of the applicant, closing out of business by the applicant or change in controlling ownership of the firm; or
- e. AMS at any time, acting pursuant to any applicable laws rules, or regulations which debar the applicant from receiving any further benefits of the service,

IV. No member of Congress or Resident Commissioner, shall be admitted to any share or part of this agreement or to any benefit to arise therefrom, unless it be made with a corporation for its general benefit.

V. This application, when approved, shall constitute a contract between the undersigned applicant and AMS, in accordance with the terms and conditions provided herein, and shall supersede any previously executed contract(s) for these inspection services for the applicant at the designated inspection site.

_____	_____
APPROVED FOR THE APPLICANT BY (Print Name)	APPROVED FOR AMS BY (Print Name)
_____	_____
BY (Signature)	BY (Signature)
_____	_____
TITLE	TITLE
_____	_____
DATE	DATE

UNITED STATES DEPARTMENT OF AGRICULTURE
AGRICULTURAL MARKETING SERVICE
FRUIT AND VEGETABLE PROGRAMS
FEDERAL-STATE INSPECTION PROGRAM

**COMMITMENT CONTRACT FOR INSPECTION
OF FRESH FRUITS, VEGETABLES, AND OTHER PRODUCTS**

I (We), _____,
(Name of Applicant)

located at , _____
(Street Address, City, State)

hereinafter referred to as the applicant, hereby makes application for inspection of fresh fruits, vegetables, and other related products as may be designated at

(Inspection Site)

commencing on _____ or as soon thereafter as appears practicable to the
(Starting Date Requested)

Federal State Inspection Program (FSIP).

I. The APPLICANT agrees that with respect to:

A. PAYMENT – To pay by check or money order drawn to the order of “Federal-State Inspection Program,” or by credit card, all charges for the services covered herein upon receipt of each invoice.

B. REGULATIONS – To conform to all applicable regulations governing the services to be conducted as defined in the Regulations Governing Inspection, Certification, and Standards for Fresh Fruits, Vegetables, and Other Products (7 CFR Part 51) and any additional and supplemental instructions issued by AMS.

C. FACILITIES

1. To make available to inspectors adequate office space and furnish suitable desks and office equipment for the proper care of inspection records.

2. To make all designated lots accessible and provide adequate lighting to allow proper sampling and inspection.

II. FSIP agrees that with respect to:

A. BILLING - To bill the applicant in accordance with the applicable sections of the Regulations.

B. SERVICES - To furnish the services of inspector(s), subject to the availability of inspection personnel.

1. To make inspections for quality and condition, condition only, or other common certifications of product quality as requested by the applicant on lots of fresh fruits and vegetables at the designated inspection site.
2. To furnish inspection reports in accordance with the applicable regulations of AMS effective at time service is rendered.

III. It is MUTUALLY agreed that with respect to:

A. **CHARGES** - Charges for each inspector assigned to provide service under this contract shall be billed at the regular hourly rate for five eight-hour days per week, plus the regular and premium hourly charges for overtime hours or hours worked on Federal Holidays. Hourly rates are those currently in effect at the time inspection service is rendered as specified in 7 CFR 51.38. Standard travel charges shall not be charged for the service under this contract.

1. A minimum charge of forty (40) hours per week at the regular hourly rate shall be assessable, except that hours worked performing inspection services for other parties during the scheduled duty hours, including travel time to and from other parties' inspection sites, and hours of inspector leave when a relief inspector cannot be provided, will be deducted from this minimum charge. The consent of the applicant will be obtained prior to the release of the inspector(s) from the contract inspection site during scheduled duty hours to perform inspection services at other sites.

B. **INSPECTION PERSONNEL**

1. FSIP may transfer to and from the designated inspection site one or more inspectors for any reason necessary to properly conduct the operations of the inspection program. Such reasons include but are not limited to the relief of the inspector(s) for the purpose of taking leave or to obtain training, and the periodic rotation of work assignments.
2. FSIP shall not be responsible for damages occurring through any act of commission or omission on the part of its inspector(s) when engaged in rendering service under this contract, or for failure to provide enough inspectors during any period of service under this contract.

C. **SCHEDULED WORKWEEK**-The regularly scheduled work days and hours of inspection personnel are to be established and revised to mutual agreement between FSIP and the applicant.

D. **TERMINATION OF SERVICES**

1. The inspection services shall be provide at the designated inspection site and shall be continued until the contract is terminated by:
 - a. Mutual consent.

b. Either party giving the other party 30 days advance written notice specifying the date of termination, except that when this contract does not supercede a previously executed contract the applicant may not terminate this contract during the first year of the contract period.

c. FSIP with a written 1-day notice if the applicant fails to pay in full any invoice within 30 days after the date of the invoice.

d. FSIP at any time due to the bankruptcy of the applicant, closing out of business by the applicant or change in controlling ownership of the firm; or

e. FSIP at any time, acting pursuant to any applicable laws rules, or regulations which debar the applicant from receiving any further benefits of the service,

IV. No member of Congress or Resident Commissioner, shall be admitted to any share or part of this agreement or to any benefit to arise therefrom, unless it be made with a corporation for its general benefit.

V. This application, when approved, shall constitute a contract between the undersigned applicant and AMS, in accordance with the terms and conditions provided herein, and shall supersede any previously executed contract(s) for these inspection services for the applicant at the designated inspection site.

APPROVED FOR THE APPLICANT BY (Print Name)

APPROVED FOR FSIP BY (Print Name)

BY (Signature)

BY (Signature)

TITLE

TITLE

DATE

DATE

UNITED STATES DEPARTMENT OF AGRICULTURE
AGRICULTURAL MARKETING SERVICE
FRUIT AND VEGETABLE PROGRAMS
FRESH PRODUCTS BRANCH

**CONTRACT FOR DEFENSE COMMISSARY AGENCIES (DeCA) CERTIFICATION
OF FRESH FRUITS, VEGETABLES,
AND OTHER PRODUCTS**

I (We), _____,
(Name of Applicant)

located at _____,
(Street Address, City, State)

hereinafter referred to as the applicant, hereby makes application for certification of fresh fruits, vegetables, and other related products as may be designated for delivery to Defense Commissary Agencies (DeCA) at _____,
(Inspection Site)

commencing on _____ or as soon thereafter as appears practicable
(Starting Date Requested)
to the Agricultural Marketing Service (AMS).

I. The APPLICANT agrees that with respect to:

- A. PAYMENT – To pay by check, money order drawn to the order of “Agricultural Marketing Service, USDA,” or by credit card, all charges for the services covered herein upon receipt of each invoice.
- B. REGULATIONS – To conform to all applicable regulations governing the services to be conducted as defined in the Regulations Governing Inspection, Certification, and Standards for Fresh Fruits, Vegetables, and Other Products (7 CFR Part 51) and any additional and supplemental instructions issued by AMS.
- C. FACILITIES
 - 1. To make all designated lots accessible and provide adequate lighting to allow proper sampling and inspections when inspections are performed at applicant’s location.
 - 2. To make office space available to inspectors when inspections are performed at applicant’s location to allow for proper completion of inspection records.
- D. SUPPLIER MANIFEST – To provide or make available to inspectors prior to inspection a supplier manifest or invoice listing all products to be offered to DeCA, including the quantity, size, and any special contract provisions specified by DeCA.

II. AMS agrees that with respect to:

- A. BILLING – To bill the applicant in accordance with the applicable sections of the Regulations.

B. SERVICES – To furnish the services of inspector(s) at the inspection site designated above, subject to the availability of inspection personnel:

1. To certify whether product(s) designated by the applicant comply with DeCA purchase specifications.
2. To furnish inspection reports in accordance with the applicable regulations of AMS effective at the time service is rendered.

III. It is MUTUALLY agreed with respect to:

A. CHARGES - Charges for each inspector assigned to provide service under this contract shall be billed at the regular hourly rate for five eight-hour days per week, plus the regular and premium hourly charges for overtime hours or hours worked on Federal Holidays. Hourly rates are those currently in effect at the time inspection service is rendered as specified in 7 CFR 51.38. Standard travel charges shall not be charged for the service under this contract.

B. INSPECTION PERSONNEL – AMS shall not be responsible for damage occurring through any act of commission or omission on the part of its inspector(s) when engaged in rendering service under this contract, or for failure to provide inspectors at the requested time during any period of service under this contract.

C. TERMINATION OF SERVICES

1. The inspection service shall be continued until the contract is terminated by:
 - a. Mutual consent;
 - b. Either party giving the other party 30-days advance written notice specifying the date of termination;
 - c. AMS with a written 1-day notice if the applicant fails to pay in full any invoice within 30 days after the date of the invoice;
 - d. AMS at any time due to bankruptcy of the applicant, closing out of business by the applicant, or change in controlling ownership of the firm;
 - e. AMS at any time, acting pursuant to any applicable laws, rules, or regulations which debar the applicant from receiving any further benefits of the service.

IV. No member of Congress, or Resident Commissioner, shall be admitted to any share or part of this agreement or to any benefit to arise therefrom, unless it be made with a corporation for its general benefit.

V. This application, when approved, shall constitute a contract between the undersigned applicant and AMS, in accordance with the terms and conditions provided herein, and shall supersede any previously executed contract(s) for these inspection services for the applicant at the designated inspection site.

APPROVED FOR THE APPLICANT BY (Print Name) APPROVED FOR AMS BY (Print Name)

BY (Signature) BY (Signature)

TITLE TITLE

DATE DATE

UNITED STATES DEPARTMENT OF AGRICULTURE
AGRICULTURAL MARKETING SERVICE
FRUIT AND VEGETABLE PROGRAMS
FEDERAL-STATE INSPECTION PROGRAM

**CONTRACT FOR DEFENSE COMMISSARY AGENCIES (DeCA) CERTIFICATION
OF FRESH FRUITS, VEGETABLES,
AND OTHER PRODUCTS**

I (We), _____,
(Name of Applicant)

located at _____,
(Street Address, City, State)

hereinafter referred to as the applicant, hereby makes application for certification of fresh fruits, vegetables, and other related products as may be designated for delivery to Defense Commissary Agencies (DeCA) at _____,
(Inspection Site)

commencing on _____ or as soon thereafter as appears practicable
(Starting Date Requested)
to the Federal-State Inspection Program (FSIP).

I. The APPLICANT agrees that with respect to:

- A. PAYMENT – To pay by check, money order drawn to the order of “Federal-State Inspection Service,” or by credit card, all charges for the services covered herein upon receipt of each invoice.
- B. REGULATIONS – To conform to all applicable regulations governing the services to be conducted as defined in the Regulations Governing Inspection, Certification, and Standards for Fresh Fruits, Vegetables, and Other Products (7 CFR Part 51) and any additional and supplemental instructions issued by AMS.
- C. FACILITIES
 - 1. To make all designated lots accessible and provide adequate lighting to allow proper sampling and inspections when inspections are performed at applicant’s location.
 - 2. To make office space available to inspectors when inspections are performed at applicant’s location to allow for proper completion of inspection records.
- D. SUPPLIER MANIFEST – To provide or make available to inspectors prior to inspection a supplier manifest or invoice listing all products to be offered to DeCA, including the quantity, size, and any special contract provisions specified by DeCA.

II. FSIP agrees that with respect to:

- A. BILLING – To bill the applicant in accordance with the applicable sections of the Regulations.

B. SERVICES – To furnish the services of inspector(s) at the inspection site designated above, subject to the availability of inspection personnel:

1. To certify whether product(s) designated by the applicant comply with DeCA purchase specifications.
2. To furnish inspection reports in accordance with the applicable regulations of AMS effective at the time service is rendered.

III. It is MUTUALLY agreed with respect to:

A. CHARGES - Charges for each inspector assigned to provide service under this contract shall be billed at the regular hourly rate for five eight-hour days per week, plus the regular and premium hourly charges for overtime hours or hours worked on Federal Holidays. Hourly rates are those currently in effect at the time inspection service is rendered as specified in 7 CFR 51.38. Standard travel charges shall not be charged for the service under this contract.

B. INSPECTION PERSONNEL – FSIP shall not be responsible for damage occurring through any act of commission or omission on the part of its inspector(s) when engaged in rendering service under this contract, or for failure to provide inspectors at the requested time during any period of service under this contract.

C. TERMINATION OF SERVICES

1. The inspection service shall be continued until the contract is terminated by:
 - a. Mutual consent;
 - b. Either party giving the other party 30-days advance written notice specifying the date of termination;
 - c. FSIP with a written 1-day notice if the applicant fails to pay in full any invoice within 30 days after the date of the invoice;
 - d. FSIP at any time due to bankruptcy of the applicant, closing out of business by the applicant, or change in controlling ownership of the firm;
 - e. FSIP at any time, acting pursuant to any applicable laws, rules, or regulations which debar the applicant from receiving any further benefits of the service.

IV. No member of Congress, or Resident Commissioner, shall be admitted to any share or part of this agreement or to any benefit to arise therefrom, unless it be made with a corporation for its general benefit.

V. This application, when approved, shall constitute a contract between the undersigned applicant and AMS, in accordance with the terms and conditions provided herein, and shall supersede any previously executed contract(s) for these inspection services for the applicant at the designated inspection site.

APPROVED FOR THE APPLICANT BY (Print Name) APPROVED FOR FSIP BY (Print Name)

BY (Signature)

BY (Signature)

TITLE

TITLE

DATE

DATE

UNITED STATES DEPARTMENT OF AGRICULTURE
AGRICULTURAL MARKETING SERVICE
FRUIT AND VEGETABLE PROGRAMS
FRESH PRODUCTS BRANCH

**CONTRACT FOR CONTINUOUS INSPECTION
OF FRESH FRUITS, VEGETABLES, AND OTHER PRODUCTS**

I (We), _____,
(Name of Applicant)

located at _____,
(Street Address, City, State)

hereinafter referred to as the applicant, hereby makes application for continuous inspection of all
lots of _____ packed in containers showing the approved FPB logo, approved
(Product)

continuous inspection legend, or both at _____,
(Inspection Site)

commencing on _____ or as soon thereafter as appears practicable
(Starting Date Requested)
to the Agricultural Marketing Service (AMS).

I. The APPLICANT agrees that with respect to:

- A. PAYMENT – To pay by check, money order drawn to the order of “Agricultural Marketing Service, USDA,” or by credit card, all charges for the services covered herein upon receipt of each invoice.
- B. REGULATIONS – To conform to all applicable regulations governing the services to be conducted as defined in the Regulations Governing Inspection, Certification, and Standards for Fresh Fruits, Vegetables, and Other Products (7 CFR Part 51) and any additional and supplemental instructions issued by AMS.
- C. FACILITIES
 - 1. To provide and maintain suitable facilities for the performance of the service requested in accordance with, but not limited to, requirements contained in 7 CFR Part 51.54 through 58, hereby incorporated by reference and made part of this contract.
 - 2. To make available to inspectors adequate office space and furnish suitable desks and office equipment for the proper care of inspection records.
- D. OPERATIONS – To conduct operations for the service requested in accordance with the requirements contained in 7 CFR Part 51.59, hereby incorporated by reference and made part of this contract.

II. AMS agrees that with respect to:

A. **BILLING** – To bill the applicant in accordance with the applicable sections of the Regulations.

B. **SERVICES** – To furnish the services of inspector(s) at the inspection site designated above, subject to the availability of inspection personnel and compliance by the applicant with the terms of this contract:

1. To provide continuous inspection service for the product designated above and other common certifications of product quality as may be requested by the applicant.
2. To furnish inspection reports in accordance with the applicable regulations of AMS effective at the time service is rendered.

III. It is **MUTUALLY** agreed with respect to:

A. **CHARGES** - Charges for each inspector assigned to provide service under this contract shall be billed at the regular hourly rate for five eight-hour days per week, plus the regular and premium hourly charges for overtime hours or hours worked on Federal Holidays. Hourly rates are those currently in effect at the time inspection service is rendered as specified in 7 CFR 51.38. Standard travel charges shall not be charged for the service under this contract.

B. **INSPECTION PERSONNEL** – AMS shall not be responsible for damage occurring through any act of commission or omission on the part of its inspector(s) when engaged in rendering service under this contract, or for failure to provide inspectors at the requested time during any period of service under this contract.

C. **TERMINATION OF SERVICES**

1. The inspection service shall be continued until the contract is terminated by:
 - a. Mutual consent;
 - b. Either party giving the other party 30-days advance written notice specifying the date of termination;
 - c. AMS with a written 1-day notice if the applicant fails to pay in full any invoice within 30 days after the date of the invoice;
 - d. AMS at any time due to bankruptcy of the applicant, closing out of business by the applicant, or change in controlling ownership of the firm;
 - e. AMS at any time, acting pursuant to any applicable laws, rules, or regulations which debar the applicant from receiving any further benefits of the service.

2. If the continuous inspection service is terminated, the applicant will either:
- a. Continue the service until all unused containers, labels, and advertising material on hand or in the possession of the applicant's supplier bearing the approved Fresh Products Branch (FPB) shield or logo and/or approved continuous inspection legend have been used, but only when termination is under terms of paragraphs C 1a or C 1b;
 - b. Destroy said containers, labels, and advertising material;
 - c. Obliterate the approved FPB shield or logo and approved continuous inspection legend on the said containers, labels, and advertising material; or,
 - d. Otherwise furnish assurance satisfactory to AMS that such containers, labels, and advertising material will not be used in violation of the terms and conditions of this agreement or the Agricultural Marketing Agreement Act of 1946, as amended.

IV. No member of Congress, or Resident Commissioner, shall be admitted to any share or part of this agreement or to any benefit to arise therefrom, unless it be made with a corporation for its general benefit.

V. This application, when approved, shall constitute a contract between the undersigned applicant and AMS, in accordance with the terms and conditions provided herein, and shall supersede any previously executed contract(s) for these inspection services for the applicant at the designated inspection site.

APPROVED FOR THE APPLICANT BY (Print Name) APPROVED FOR AMS BY (Print Name)

BY (Signature)

BY (Signature)

TITLE

TITLE

DATE

DATE

UNITED STATES DEPARTMENT OF AGRICULTURE
AGRICULTURAL MARKETING SERVICE
FRUIT AND VEGETABLE PROGRAMS
FEDERAL-STATE INSPECTION PROGRAM

**CONTRACT FOR CONTINUOUS INSPECTION
OF FRESH FRUITS, VEGETABLES, AND OTHER PRODUCTS**

I (We), _____,
(Name of Applicant)

located at _____,
(Street Address, City, State)

hereinafter referred to as the applicant, hereby makes application for continuous inspection of all
lots of _____ packed in containers showing the approved FPB logo, approved
(Product)

continuous inspection legend, or both at _____,
(Inspection Site)

commencing on _____ or as soon thereafter as appears practicable
(Starting Date Requested)
to the Federal-State Inspection Program (FSIP).

I. The APPLICANT agrees that with respect to:

- A. PAYMENT – To pay by check, money order drawn to the order of “Federal-State Inspection Program”, or by credit card, all charges for the services covered herein upon receipt of each invoice.
- B. REGULATIONS – To conform to all applicable regulations governing the services to be conducted as defined in the Regulations Governing Inspection, Certification, and Standards for Fresh Fruits, Vegetables, and Other Products (7 CFR Part 51) and any additional and supplemental instructions issued by AMS.
- C. FACILITIES
 - 1. To provide and maintain suitable facilities for the performance of the service requested in accordance with, but not limited to, requirements contained in 7 CFR Part 51.54 through 58, hereby incorporated by reference and made part of this contract.
 - 2. To make available to inspectors adequate office space and furnish suitable desks and office equipment for the proper care of inspection records.
- D. OPERATIONS – To conduct operations for the service requested in accordance with the requirements contained in 7 CFR Part 51.59, hereby incorporated by reference and made part of this contract.

II. FSIP agrees that with respect to:

A. **BILLING** – To bill the applicant in accordance with the applicable sections of the Regulations.

B. **SERVICES** – To furnish the services of inspector(s) at the inspection site designated above, subject to the availability of inspection personnel and compliance by the applicant with the terms of this contract:

1. To provide continuous inspection service for the product designated above and other common certifications of product quality as may be requested by the applicant.
2. To furnish inspection reports in accordance with the applicable regulations of AMS effective at the time service is rendered.

III. It is **MUTUALLY** agreed with respect to:

A. **CHARGES** - Charges for each inspector assigned to provide service under this contract shall be billed at the regular hourly rate for five eight-hour days per week, plus the regular and premium hourly charges for overtime hours or hours worked on Federal Holidays. Hourly rates are those currently in effect at the time inspection service is rendered as specified in 7 CFR 51.38. Standard travel charges shall not be charged for the service under this contract.

B. **INSPECTION PERSONNEL** – AMS shall not be responsible for damage occurring through any act of commission or omission on the part of its inspector(s) when engaged in rendering service under this contract, or for failure to provide inspectors at the requested time during any period of service under this contract.

C. **TERMINATION OF SERVICES**

1. The inspection service shall be continued until the contract is terminated by:
 - a. Mutual consent;
 - b. Either party giving the other party 30-days advance written notice specifying the date of termination;
 - c. FSIP with a written 1-day notice if the applicant fails to pay in full any invoice within 30 days after the date of the invoice;
 - d. FSIP at any time due to bankruptcy of the applicant, closing out of business by the applicant, or change in controlling ownership of the firm;
 - e. FSIP at any time, acting pursuant to any applicable laws, rules, or regulations which debar the applicant from receiving any further benefits of the service.

2. If the continuous inspection service is terminated, the applicant will either:
- a. Continue the service until all unused containers, labels, and advertising material on hand or in the possession of the applicant's supplier bearing the approved Fresh Products Branch (FPB) shield or logo and/or approved continuous inspection legend have been used, but only when termination is under terms of paragraphs C 1a or C 1b;
 - b. Destroy said containers, labels, and advertising material;
 - c. Obliterate the approved FPB shield or logo and approved continuous inspection legend on the said containers, labels, and advertising material; or,
 - d. Otherwise furnish assurance satisfactory to AMS that such containers, labels, and advertising material will not be used in violation of the terms and conditions of this agreement or the Agricultural Marketing Agreement Act of 1946, as amended.

IV. No member of Congress, or Resident Commissioner, shall be admitted to any share or part of this agreement or to any benefit to arise therefrom, unless it be made with a corporation for its general benefit.

V. This application, when approved, shall constitute a contract between the undersigned applicant and AMS, in accordance with the terms and conditions provided herein, and shall supersede any previously executed contract(s) for these inspection services for the applicant at the designated inspection site.

_____ APPROVED FOR THE APPLICANT BY (Print Name)	_____ APPROVED FOR FSIP BY (Print Name)	_____ APPROVED FOR AMS BY (Print Name)
_____ BY (Signature)	_____ BY (Signature)	_____ BY (Signature)
_____ TITLE	_____ TITLE	_____ TITLE
_____ DATE	_____ DATE	_____ DATE