



Kentucky Restaurant Rewards Program Guidelines 2010

Foodservices may be reimbursed up to 20% of the purchase cost for Eligible Products. The foodservice is required to promote the Kentucky Proud™ brand and is subject to an audit by KDA. The reimbursement maximum is \$12,000 within a 12 month timeframe, until funds are exhausted.

Eligible Products: Products must have direct farm gate value, ie purchased from a farm in whole product, processed products containing 100% KY grown products by a Kentucky Proud™ member.

Kentucky Produce: any type of produce intended for consumption is eligible for the program. All produce (100%) must have been grown in Kentucky.

Kentucky Meat, Fish, Dairy, and Eggs: all meat originating from livestock and poultry raised in Kentucky and eggs produced entirely in Kentucky are eligible for the program. With appropriate tracking documentation, meat produced in Kentucky but processed in a USDA inspected facility outside of Kentucky is eligible because of Kentucky's limited access to inspected plants. All aquaculture products raised or harvested in Kentucky are eligible. All dairy products with at least 90% ingredients from stock originating in Kentucky are eligible, and Kentucky wines containing 75% Kentucky grown grapes are eligible.

Kentucky Value-Added Products: products such as cheese, wine, jams, jellies, sauces, etc. are eligible for the program if the producer of the products can document that at least 90% (75% for wine) of the product ingredients were grown or produced in Kentucky.

**Kentucky foodservices MUST also be Kentucky Proud™!
For a free membership application, contact KDA!**

How to "Cash In":

Contact KDA today! Or download your participation agreement via the web. www.kyagr.com

Angela Caporelli
KY Department of Agriculture
100 Fair Oaks Lane, 5th Floor
Frankfort, KY 40601
502-564-4983
angela.caporelli@ky.gov

Foodservices should contact KDA prior to purchase with any eligibility concerns. Products purchased before the contract agreement is signed and received by KDA are not eligible.

Kentucky Department of Agriculture, Commissioner Richie Farmer



Kentucky Restaurant Rewards Program Rules in a nutshell 2010

- Rules:**
- Restaurant must be in Kentucky.**
 - Restaurant must be a member of KY Proud.**
 - Restaurant must submit all forms: application , Rubrics and affidavit prior to submitting receipts.**
 - Products without direct Kentucky farm impact are NOT eligible. Beer, spirits and water are not eligible, KY wines are if over 75% KY grapes.**
 - Restaurants must promote Kentucky Proud™ brand products or farms in their establishments and on their menu.**
 - Purchases of meat finished outside of KY will receive 3% of the value of those meat purchases, regardless of their score for other KY Proud products.**
 - KY Proud products for re-sale are not eligible.**

Eligible Products: Products must have direct farm gate value, ie purchased from a farm in whole product, processed products containing 100% KY grown products by a Kentucky Proud™ member.

Kentucky Produce: any type of produce intended for consumption is eligible for the program. All produce (100%) must have been grown in Kentucky.

Kentucky Meat, Fish, Dairy, and Eggs: all meat originating from livestock and poultry raised in Kentucky and eggs produced entirely in Kentucky are eligible for the program. With appropriate tracking documentation, meat produced in Kentucky but processed in a USDA inspected facility outside of Kentucky is eligible because of Kentucky's limited access to inspected plants. Meat born in Kentucky but finished and slaughtered out of state may be eligible for 3% reimbursement. All aquaculture products raised or harvested in Kentucky are eligible. All dairy products with at least 90% ingredients from stock originating in Kentucky are eligible, and Kentucky wines containing 75% Kentucky grown grapes are eligible.

Kentucky Value-Added Products: products such as cheese, wine, jams, jellies, sauces, etc. are eligible for the program if the producer of the products can document that at least 90% (75% for wine) of the product ingredients were grown or produced in Kentucky.

Questions? Contact Angela Caporelli at angela.caporelli@ky.gov or 502-564-4983

**KENTUCKY DEPARTMENT OF AGRICULTURE
RESTAURANT REWARDS PROGRAM AGREEMENT**

This AGREEMENT, made and entered into this _____ day of _____, 20__, by and between the Kentucky Department of Agriculture (KDA) and _____, a licensed foodservice (the Foodservice).

THE PARTIES AGREE AS FOLLOWS:

A. The Foodservice Partner agrees:

1. MUST be a member of KY Proud! And follow all KY Proud requirements.
2. To confirm products are eligible for reimbursement prior to purchasing the products.
3. To contact the KDA when any product is in question.
4. To document the purchases of eligible KY products, producers, and suppliers on the Reimbursement Request Form (incorporated by reference).
5. To document the promotion of the Kentucky Proud™ brand.
6. To submit requests for reimbursement within 120 days of the food purchase.
7. To comply with the Restaurant Rewards Program Guidelines, (incorporated by reference).
8. To promote the Kentucky Proud™ brand to customers while maintaining the character of the business model.
9. To allow the KDA to audit the promotion of the Kentucky Proud™ brand through on site audits.
10. To purchase, at cost, any promotional Kentucky Proud™ items desired for events or resale.

B. The Kentucky Department of Agriculture, as authorized by KRS 246.070, agrees:

1. To reimburse the Foodservice at a rate **up to 20 cents per one dollar spent** on eligible products, not to exceed \$12,000 in a 12 month period.
2. To pay the Foodservice within 60 days of receiving an approved reimbursement request, pending availability of funds.
3. To provide the Foodservice with a limited number of Kentucky Proud™ promotional items and marketing material.
4. To include the Foodservice in Kentucky Proud™ promotions or special events when appropriate.
5. To abide by all regulations set forth by the Kentucky Agriculture Development Board, Grantor for the Restaurant Rewards Program.

C. It is mutually agreed:

1. The KDA is not responsible for reimbursement of food costs associated with products deemed ineligible.
2. If is determined that the Foodservice Partner is not promoting the Kentucky Proud™ brand, it will be ineligible for the Restaurant Rewards Program for 12 months from the KDA audit date.
3. The KDA will reimburse the Foodservice until it has reached the \$12,000 maximum or until funding has been depleted.
4. Only products purchased after the contract approval date are eligible for reimbursement.
5. Foodservice Partner will be assigned a “Reimbursement Rate” and will only be eligible for recalculation at 6 month intervals.

Reimbursement Rate: Rate of reimbursement will be based on the Foodservice score rating established through completion of the **Reimbursement Rate Calculation form** provided. This score; reflective of the establishments use and promotion of KY Proud™ direct farm products and KY Proud™ products and KY agriculture, will determine the actual rate which enters into the calculation for percentage of the maximum 20% eligibility.

WITNESSETH, This agreement is executed, by and on behalf of the parties hereto, on the day and the year set forth herein.

Signed –Foodservice Director/Purchaser Signed – KY Dept. Ag Executive Director

Printed –Foodservice Director/Purchaser

Payee Information:

Foodservice

Name _____

Mailing Address

Telephone _____ Fax # _____

Email _____

Tax Status (check one): Social Security Number:

____ (A) Individual

____ (B) Sole Proprietorship _____ -- _____ -- _____

____ (C) Partnership

____ (D) Estate/Trust *or*

____ (E) Corporation **Employer Tax ID Number:**

____ (F) Public Service Corporation

____ (G) Governmental/Non-Profit _____ -- _____

--- continued ---

Agreement Clauses

Cancellation Clause. The term of this agreement shall be from the date of acceptance by the Department of Agriculture until June 30, 2010. Either party may cancel this Agreement at any time for cause or may cancel without cause on 30 days' written notice.

Access to Contractor's Records (200 KAR 5:314). The contractor as defined in KRS 45A.030(9) agrees that the contracting agency, the Finance and Administration Cabinet, the Auditor of Public Accounts, and the Legislative Research Commission, or their duly authorized representatives, shall have access to any books, documents, papers, records, or other evidence, which are directly pertinent to this contract for the purpose of financial audit or program review. Furthermore, any books, documents, papers records, or other evidence provided to the contracting agency, the Finance and Administration Cabinet, the Auditor of Public Accounts, and the Legislative Research Commission, which are directly pertinent to the contract shall be subject to public disclosure regardless of the proprietary nature of the information, unless specific information is identified and exempted and agreed to by the secretary of the Finance and Administration Cabinet as meeting the provisions of KRS 61.878(1) (c) prior to the execution of the contract. The secretary of the Finance and Administration Cabinet shall not restrict the public release of any information that would otherwise be subject to public release if a state government agency were providing the services. **Effective Date.** All Agreements are not effective until the secretary of the Finance and Administration Cabinet or his authorized designee has approved the contract and until the contract has been submitted to the government contract review committee.

Pursuant to KRS 45A.695(7), payments on personal service contracts and memoranda of agreements shall not be authorized for services rendered after government contract review committee disapproval, unless the decision of the committee is overridden by the secretary of the Finance and Administration cabinet or agency head, if the agency has been granted delegation authority by the secretary.

Violation of Tax and Employment Laws. KRS 45A.485 requires the contractor to reveal to the Commonwealth, prior to the award of a contract, any final determination of a violation by the contractor within the previous five (5) year period of the provisions of KRS chapters 136, 139, 141, 337, 338, 341, and 342.

These statutes relate to the state sales and use tax, corporate and utility tax, income tax, wages and hours laws, occupational safety and health laws, unemployment insurance laws, and workers compensation insurance laws, respectively. To comply with the provisions of KRS 45A.485, the contractor shall report any such final determination(s) of violation(s) to the Commonwealth by providing the following information regarding the final determination(s): the KRS violated, the date of the final determination, and the state agency which issued the final determination. KRS 45A.485 also provides that, for the duration of any contract, the contractor shall be in continuous compliance with the provisions of those statutes which apply to the contractor's operations, and that the contractor's failure to reveal a final determination as described above or failure to comply with the above statutes for the duration of the contract, shall be grounds for the Commonwealth's cancellation of the contract and the contractor's disqualification from eligibility for future state contracts for a period of two (2) years. By signing the agreement and submitting it without a listing, the contractor is certifying that he or she has not violated any of the provisions of the above statutes within the previous five (5) year period. The laws of the Commonwealth of Kentucky shall govern all questions as to the execution, validity, interpretation, and performance of this agreement. Furthermore, the parties hereto agree that any legal action, which is brought on the basis of this agreement, shall be filed in the Franklin County Circuit Court.

Restaurant Name: _____ Contact: _____
 Address: _____ Phone: _____
 Email _____ Web site _____

The KY Proud™ Restaurant Rewards has had great success and we thank all of you for participating! It has come to our attention that some restaurants are very active and excited about the program and others do the bear minimum in which to get the rewards. Being a “Rewards” program we wanted to establish a sliding scale for those that reach our expectations of promotion and others that perhaps didn’t know what we expected or are unable to achieve the ultimate promotion efforts. We have therefore created an expectation Rubrics to establish your score. These scores are open for recalculation every six months! So although you may not have achieved the full 20% now, you can achieve the full reimbursement in the future by meeting the highest promotion activities. We think this will be a great asset and become a true “Rewards” program.

CATEGORY	5 points	3 points	2 points	1 points	Total points
Memberships	You are a member of KY Proud and at least Three other professional organizations : ACI, Slow Foods Int., Community Food Alliance, KY Good Foods Coop, etc.	You are a member of KY Proud and also a member of two or more professional organizations : ACI, Slow Foods Int., Community Food Alliance, KY Good Foods Coop, etc.	You are a member of KY Proud and at least one other professional organization: ACI, Slow Foods Int., Community Food Alliance, KY Good Foods Coop, etc.	You MUST be a member of KY Proud and know what the KY Proud program is	
Promotion of KY Proud	You use the KY Proud Logo on or achieve 4 of the following: 1)your advertising, 2)menus, 3) you highlight farmers' products that you use in your establishment. 4)Your staff is trained as to what local farm products are used 5) Your staff knows what KY Proud program is. 6) You promote KY Proud products at professional meetings	You use KY Proud Logo on or achieve 3 of the following: 1)your advertising, 2)menus, 3) you highlight farmers' products that you use in your establishment. 4)Your staff is trained as to what local farm products are used 5) Your staff knows what KY Proud program is. 6) You promote KY Proud products at professional meetings	You use KY Proud Logo on or achieve 2 of the following: 1)your advertising, 2)menus, 3) you highlight farmers' products that you use in your establishment. 4)Your staff is trained as to what local farm products are used. 5)Your staff knows what KY Proud program is. 6) You promote KY Proud products at professional meetings	You use KY Proud Logo in some of your advertising and or menus	
Purchasing	You purchase KY Proud products through the following: you purchase direct from farmers and at Farmers' Markets and use vendors that carry KY Proud products. You use products made in KY that are KY Proud	You purchase KY Proud products through 3 of the following: you purchase direct from farmers and at Farmers' Markets and use vendors that carry KY Proud products. You use products made in KY that are KY Proud	You purchase KY Proud products through 2 the following: you purchase direct from farmers and at Farmers' Markets and use vendors that carry KY Proud products. You use products made in KY that are KY Proud	You purchase KY Proud products.	
Menu development	Your menu consists of over 50% KY Proud products	Your menu consists of over 30% KY Proud products	Your menu consists of over 20% KY Proud products	Your menu consists of some KY Proud products by request of event	
Farmer Impact	You purchase products from over 8 KY Proud farmers.	You purchase products from over 5 KY Proud farmers.	You purchase products from over 3 KY Proud farmers.	You purchase products from KY Proud farmers.	

CATEGORY	5 points	3 points	2 points	1 points	Total points
Purchasing Power	You spend over \$25,000 per year on direct KY farm products	You spend over \$15,000 per year on direct KY farm products	You spend over \$7,000 per year on direct KY farm products	You spend over \$5,000 per year on direct KY farm products	
Past support	You have never received KDA/KY Proud funding	You have received KDA/KY Proud funding once not exceeding \$1,000	You have received KDA/KY Proud funding in the past not exceeding \$2,500	You have received KDA/KY Proud funding in the past exceeding \$3,000	
Restaurant Input: (feel free to attach sheets or pictures and other supporting documents)					
KY Proud Staff Input					
Date Created: February 23, 2009 AGC				Total Score:	

Key: Scoring is now based on percentage: Scores of 30-35= 100%; 25-30=90%; 20-25=80%; 15-20=70%; 10-15=60% ; up to 9=50%
With a score of: 30-35 = 100% or 100 % of 20%= 20%
25-30 = 90% or 90% of 20%= 18%
20-25 = 80% or 80% of 20%=16%
15-20 = 70% or 70% of 20%=14%
10-15 = 60% or 60% of 20%= 12%
up to 9=50% or 50% of 20%=10%

As mentioned before, the KY Proud™ Restaurant Rewards has had great success and we thank all of you for participating! These scores are open for recalculation every six months! So although you may not have achieved the full 20% you can achieve the full reimbursement in the future. We think the will be a great asset to the program and become a true “Rewards” program.

Restaurant Rewards is a program through the KY Department of Agriculture, with funds from the Agriculture Development Fund. Please thank your state and local representatives for this program.

Please feel free to contact me with any questions. Angela Caporelli 502-564-4983 or angela.caporelli@ky.gov

REQUIRED AFFIDAVIT FOR BIDDERS, OFFERORS AND CONTRACTORS

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FOR BIDS AND CONTRACTS IN GENERAL:

- I. Each bidder or offeror swears and affirms under penalty of perjury, that:
 - a. In accordance with [KRS 45A.110](#) and [KRS 45A.115](#), neither the bidder or offeror as defined in [KRS 45A.070\(6\)](#), nor the entity which he/she represents, has knowingly violated any provisions of the campaign finance laws of the Commonwealth of Kentucky; and the award of a contract to the bidder or offeror or the entity which he/she represents will not violate any provisions of the campaign finance laws of the Commonwealth.
 - b. The bidder or offeror swears and affirms under penalty of perjury that, to the extent required by Kentucky law, the entity bidding, and all subcontractors therein, are aware of the requirements and penalties outlined in [KRS 45A.485](#); have properly disclosed all information required by this statute; and will continue to comply with such requirements for the duration of any contract awarded.
 - c. The bidder or offeror swears and affirms under penalty of perjury that, to the extent required by Kentucky law, the entity bidding, and its affiliates, are duly registered with the Kentucky Department of Revenue to collect and remit the sales and use tax imposed by [KRS Chapter 139](#), and will remain registered for the duration of any contract awarded.
 - d. The bidder or offeror swears and affirms under penalty of perjury that the entity bidding is not delinquent on any state taxes or fees owed to the Commonwealth of Kentucky and will remain in good standing for the duration of any contract awarded.

FOR “NON-BID” CONTRACTS (I.E. SOLE-SOURCE; NOT-PRACTICAL OR FEASIBLE TO BID; OR EMERGENCY CONTRACTS, ETC):

- II. Each contractor further swears and affirms under penalty of perjury, that:
 - a. In accordance with [KRS 121.056](#), and if this is a non-bid contract, neither the contractor, nor any member of his/her immediate family having an interest of 10% or more in any business entity involved in the performance of any contract awarded, have contributed more than the amount specified in [KRS 121.150](#) to the campaign of the gubernatorial slate elected in the election last preceding the date of contract award.
 - b. In accordance with [KRS 121.330\(1\) and \(2\)](#), and if this is a non-bid contract, neither the contractor, nor officers or employees of the contractor or any entity affiliated with the contractor, nor the spouses of officers or employees of the contractor or any entity affiliated with the contractor, have knowingly contributed more than \$5,000 in aggregate to the campaign of a candidate elected in the election last preceding the date of contract award that has jurisdiction over this contract award.

REQUIRED AFFIDAVIT FOR BIDDERS, OFFERORS AND CONTRACTORS
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- c. In accordance with [KRS 121.330\(3\) and \(4\)](#), and if this is a non-bid contract, to the best of his/her knowledge, neither the contractor, nor any member of his/her immediate family, his/her employer, or his/her employees, or any entity affiliated with any of these entities or individuals, have directly solicited contributions in excess of \$30,000 in the aggregate for the campaign of a candidate elected in the election last preceding the date of contract award that has jurisdiction over this contract.

As a duly authorized representative for the bidder, offeror, or contractor, I have fully informed myself regarding the accuracy of all statements made in this affidavit, and acknowledge that the Commonwealth is reasonably relying upon these statements, in making a decision for contract award and any failure to accurately disclose such information may result in contract termination, repayment of funds and other available remedies under law.

Signature Printed Name

Title Date

Company Name _____
Address _____

Subscribed and sworn to before me by _____
(Affiant) (Title)

of _____ this ____ day of _____, 20__.
(Company Name)

Notary Public
[seal of notary] My commission expires: _____