



2017-2018 Kentucky Proud® Buy Local Program Restaurant and Other Foodservice Participant Application & Guidelines

What is Buy Local? Buy Local is a new incentive program offered by the Kentucky Department of Agriculture (KDA) to reward restaurants and other food service participants for enhancing their menus with locally sourced Kentucky Proud® ingredients. Our goal is to facilitate greater utilization of our farmer's bounty, while making it easier for the food service community to prepare these products for the dining pleasure of their patrons. By sourcing Kentucky Proud® food products, your firm is confirming its commitment to serving fresh and local food and supporting Kentucky's farm families.

Business Name: _____
Contact Name: _____ **Title:** _____
Address: _____ **City:** _____
State: _____ **Zip:** _____ **Web Site:** _____
Phone: (____) ____ - _____ **Cell Phone:** (____) ____ - _____ **Fax:** (____) ____ - _____
E-mail Address: _____
Kentucky Proud® Certificate Number: _____ **State Vendor ID#:** _____

About the Program: The KDA is focused on creating greater demand for the agricultural production made possible by our Commonwealth's farms and these incentives are on based purchases that directly benefit these stakeholders. By participating in this program, your business can receive a 15% reimbursement on the product costs for eligible ingredients purchased by you and prepared for your customers. You will be encouraged to promote Kentucky Proud® within your establishment and through your various marketing channels. Our staff will be glad to assist in helping you identify more sources for Kentucky grown commodities and discussing strategies for gaining customer support for these decisions. While we value all segments of our food production system in Kentucky and encourage our manufacturers to seek Kentucky Proud® designation for their products, we are highlighting the role Kentucky farms are contributing through a Gold, Silver, and Bronze notation system.

Program Guidelines

- Applicants must have Active membership status in Kentucky Proud®. If not, you can complete a Kentucky Proud® application at: <http://www.kyproud.com>
- Restaurants and other food service participants will be eligible for a 15% reimbursement on their Gold category items. An overview of the category descriptions and examples of eligible products is provided in the next section of the application.
- Silver items will also be eligible for reimbursement at 15%, but will be limited to no more than 25% of the participant's total reimbursement for the quarter. For example: if a restaurant makes gold purchases of \$750 and silver of \$250, the restaurant would be eligible for a 15% rebate on the entire \$1,000 of purchases, thus earning a \$150 reward.
- Any silver category purchases exceeding the 3:1 ratio as illustrated, would be ineligible for reimbursement.
- Certain distributors may be willing to provide detailed quarterly reports on behalf of the participating restaurants. The distributor's incentive will be in addition to your reward and will be contingent on their

adherence to the program guidelines. *Please contact your local distributor to ask if they are a participant.*

Program Guidelines (continued)

- Program participants may make purchases directly from local farmers that are Active Kentucky Proud® members and submit the invoices and summary reports quarterly.
- All invoices must be legible and include the Vendor/Farmer's Name, Date of Sale, Business Address, Item Description, Quantity, and Total Sale Amount.
- Vendors must be able to substantiate the level of direct farm impact and provide guidance on the processor and/or farms from which the products originated.
- Requests for reimbursements are due on a quarterly basis and any purchases made prior to that reporting period will be ineligible for reimbursement consideration:
 - 2017 Quarter 2 (April-June purchases) due by July 31, 2017
 - 2017 Quarter 3 (July-September purchases) due by October 31, 2017
 - 2017 Quarter 4 (October-December purchases) due by January 30, 2018
 - 2018 Quarter 1 (January-March purchases) due by April 30, 2018
 - 2018 Quarter 2 (April-June purchases) due by July 31, 2018
 - 2018 Quarter 3 (July-September purchases) due by October 31, 2018
 - 2018 Quarter 4 (October-December purchases) due by January 30, 2019
- All invoices and reimbursement documentation submitted by the Buy Local participant and the distributors serving them will be reviewed quarterly and determinations made by KDA staff on the appropriate payment to all parties.
- Coordination is encouraged between the participant and their distributors as to the submission of invoices and quarterly purchasing reports. Documentation for eligible items purchased and submitted for reimbursement will be reviewed to ensure program compliance and to prevent double payment.
- While there will be no reimbursement to the customers for Bronze purchases, we ask that you identify and report these purchases as a third category. We value the economic importance of our Kentucky based food processors and would like to support their product awareness.
- Products not further prepared by your business as part of your menu offering and simply offered for resale through your gift stop or storefront are not eligible for the program.
- Invoices for products purchased before KDA staff receive, review, and notify you of your approved participation in the Buy Local program are not eligible for reimbursement.
- Applicants and awardees are encouraged to contact KDA for further clarity.
- The KDA will reimburse the Foodservice on eligible items until it has reached the \$12,000 maximum in 12 months, \$36,000 lifetime cap, or until funding depletes.
- While the Buy Local program seeks to improve the eligibility designation and reimbursement process that hampered KDA's previous Restaurant Rewards program, all annual and lifetime payments previously made through the Restaurant Rewards program transfer to your future payment limitations within Buy Local.
- If you are no longer eligible to receive these incentives because of hitting these payment limitations, we still encourage you to contact our office to explore other support options from our staff as you continue to make these products available to your customers.
- Enrollment in the 2017-2018 Buy Local program will provide the program participant, reimbursement eligibility for purchases made through December 31, 2018 contingent upon funding availability and compliance with all terms of the program.



Funding for the Buy Local program is made possible via a grant from the Kentucky Agricultural Development Fund

Kentucky Proud® membership is limited to those who produce or directly serve in a marketing capacity of Kentucky-grown agricultural products as defined by KRS 260.016. KRS 260.016(1) “Agricultural product” means any farm product grown, raised, or produced as a result of being in the business of “agriculture” as defined by KRS 246.010; and (2) “Kentucky-grown agricultural product” means any agricultural product grown, raised, produced, processed, or manufactured in Kentucky. Guidance on product eligibility within the Buy Local program is provided below:

GOLD	SILVER	BRONZE
<p>Edible agricultural products that have 100% Direct Farm Impact. The intent is that these products have 100% Direct Kentucky Farm Impact with only negligible inclusion of other ingredients added for safety or other product enhancements. These direct farm impact products must be sourced directly from a Kentucky farm where the commodities were raised, from a processing plant that can identify the Kentucky farm of origin, or a distributor that can track either of these conditions. Farms or processors identified as the direct source of these products must be active members of Kentucky Proud®.</p>	<p>Edible processed agricultural products where significant portions of the commodities used to produce the products were sourced from Kentucky farms and have some level of Direct Kentucky Farm impact. The major ingredients for these products must have originated from Kentucky farms and there should be an ability to identify some of the farms involved for the promotion of the products. Processors of these products must be active members of Kentucky Proud®.</p>	<p>Edible agricultural products harvested, produced, processed, or manufactured in Kentucky that have negligible Direct Kentucky Farm Impact. These are products where the major agricultural components are grown outside of Kentucky and the Kentucky portion of the ingredients are simply there for flavoring or other product enhancements. Processors of these products must be active members of Kentucky Proud®.</p>
<p>Gold Examples Protein: Mary’s chicken breasts from chickens raised on her farm Dairy: Farmer Ryan’s Dairy Products, LLC where the milk, cheese, and ice cream come from cows on his own farm Fresh Produce: Aubrey’s dried fruits where she purchased all of her produce from her neighbor’s farm Canned/Jarred: Business A’s peach jelly selections where all of the fruits are sourced directly from Kentucky farms Grains: Business B’s cornmeal where all of the corn is harvested from Kentucky Farms</p>	<p>Silver Examples Protein: Business C’s burgers with beef raised on Kentucky Farms but blended with trimmings from cattle shipped in from other states Dairy: Ice Creamery, Inc. where they buy their milk and cream from a Kentucky Proud® milk processing plant Fresh Produce: Business D’s fresh juices where they sourced a significant portion of the produce from Kentucky farms but also included produce from other states Canned/Jarred: Tim’s Pie Pantry where a significant part of the fruit is sourced from Kentucky Farms and blended with fruits from other states Grains: Melanie’s Bread Bakery where the grains are sourced from Kentucky and other states</p>	<p>Bronze Examples Protein: The pork for Uncle Jim’s Country Ham comes from another state, but he cures in Kentucky Dairy: Aunt Angela’s Beer Cheese where she gets the cheese from another state but processes in Kentucky Fresh Produce: Uncle Keith’s Salsa where all of his ingredients come from other states but the processing takes place in Kentucky Canned/Jarred: Business D’s citrus syrups where all the fruit in the citrus jelly is sourced from other states but processed solely in Kentucky. Grains: Business E’s pasta where the wheat is being sourced from other states but the processing takes place in Kentucky</p>

COMMONWEALTH OF KENTUCKY
KENTUCKY DEPARTMENT OF AGRICULTURE
AND

APPLICANT NAME

GRANT AGREEMENT

THIS AGREEMENT is made and entered into between the Kentucky Department of Agriculture, hereinafter “the Grantor” and _____, hereinafter “the Grantee”; with the terms of said Agreement set forth as follows:

WHEREAS, the Department of Agriculture has developed the Kentucky Proud® Buy Local Program which is an incentive program offered by the Kentucky Department of Agriculture to reward restaurants and other food service participants for enhancing their menus with locally sourced Kentucky Proud® ingredients; and

WHEREAS, the Agricultural Development Board has provided funds to the Kentucky Department of Agriculture for marketing initiatives which promote the Kentucky Proud® Program and has determined that all funds shall be used to promote private Kentucky companies and Kentucky producers; and

WHEREAS, the goal of the Buy Local Program is to facilitate greater utilization of Kentucky’s farmer’s bounty, while making it easier for the food service community to prepare products for the dining pleasure of their patrons; and

WHEREAS, the Grantee, is qualified and has applied to participate in the Buy Local Program under guidelines issued by the Department of Agriculture which are attached hereto and incorporated by reference; and

WHEREAS, KRS 246.247 authorizes the Commissioner of the Kentucky Department of Agriculture to expend funds to encourage the agricultural industry of the state.

NOW THEREFORE, the parties hereto mutually agree as follows:

1. The Grantor shall make available to the Grantee a sum of up to Twelve Thousand (\$12,000) Dollars per calendar year, to be used toward reimbursement of qualified product purchases through participation in the Kentucky Proud® Buy Local Program. The Grantee understands that the lifetime maximum benefit allowed is Thirty-Six Thousand (\$36,000) Dollars, and that funding received by the Grantee (since 2014) through its participation in the Restaurant Rewards program counts toward the lifetime maximum benefit.
2. The Grantee shall abide by all terms and conditions listed in the Grantor’s “Participation Guidelines” for the Buy Local Program, attached hereto, and incorporated by reference.
3. All Memorandum of Agreements are not effective until the Secretary of the Finance and Administration Cabinet or his authorized designee has approved the agreement and until the agreement has been submitted to the government contract review

committee. However, in accordance with KRS 45A.700, memoranda of agreement in aggregate amounts of \$50,000 or less are exempt from review by the committee and need only be filed with the committee within 30 days of their effective date for informational purposes.

KRS 45A.695(7) provides that payments on personal service contracts and memoranda of agreement 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. This Agreement shall expire December 31, 2018.

4. The Grantee agrees that, at any time this Agreement or any renewals of it shall be in effect, if funds are not appropriated to the Grantor or are not otherwise available for making payments, the Grantor shall be authorized, upon thirty (30) days written notice to the Grantee, to terminate this contract. Such termination shall be without any other obligation or liability on the part of the Grantor.
5. Either party may cancel this Agreement at any time for cause or may cancel without cause upon 30 days written notice.
6. The Grantee agrees that, at any time this Agreement or any renewals of it shall be in effect, the Kentucky General Assembly may allow for a reduction in contract worker hours in conjunction with a budget balancing measure for some professional and non-professional service contracts. If under such authority the agency is required by Executive Order or otherwise to reduce contract hours, the contract will be reduced by the amount specified in that document.
7. The Grantee certifies that he/she will not attempt in any manner to influence any specifications to be restrictive in any way or respect nor will he/she attempt in any way to influence any purchasing of services, commodities, or equipment by the Commonwealth of Kentucky. For the purpose of this paragraph and the following paragraph that pertains to conflict-of interest laws and principles, "he/she" is construed to mean "they" if more than one person is involved and if a firm, partnership, corporation, or other organization is involved, then "he/she" is construed to mean any person with an interest therein.
8. The Grantee certifies that he/she is legally entitled to enter into this contract with the Commonwealth of Kentucky, and by holding and performing this contract, he/she will not be violating either any conflict of interest statute (KRS 45A.330-45A.340, 45A.990, 164.390), or KRS 11A.040 of the executive branch code of ethics, relating to the employment of former public servants.
9. The Grantee certifies that neither he/she nor any member of his/her immediate family having an interest of 10% or more in any business entity involved in the performance of this contract, has contributed more than the amount specified in KRS 121.056(2), to the campaign of the gubernatorial candidate elected at the election last preceding the date of this contract. The Grantee further swears under the penalty of perjury, as provided by KRS 523.020, that neither he/she nor the company which he/she represents, has knowingly violated any provisions of the campaign finance laws of the Commonwealth, and that the

award of a contract to him/her or the company which he/she represents will not violate any provisions of the campaign finance laws of the Commonwealth.

10. Pursuant to KRS 45A.285, the Secretary of the Finance and Administration Cabinet, or his designee, shall have authority to determine protests and other controversies of actual or prospective vendors in connection with the solicitation or selection for award of a or contract.

Any actual or prospective vendor, who is aggrieved in connection with the solicitation or selection for award of a contract, may file protest with the Secretary of the Finance and Administration Cabinet. A protest or notice of other controversy must be filed promptly and, in any event, within two (2) calendar weeks after such aggrieved person knows or should have known of the facts giving rise thereto. All protests or notices of other controversies must be in writing and shall be addressed to:

William M. Landrum III, Secretary
Commonwealth of Kentucky
Finance and Administration Cabinet
Room 383, New Capitol Annex
702 Capitol Avenue
Frankfort, KY 40601

The Secretary of Finance and Administration Cabinet shall promptly issue a decision in writing. A copy of that decision shall be mailed or otherwise furnished to the aggrieved party and shall state the reasons for the action taken.

The decision by the Secretary of the Finance and Administration Cabinet shall be final and conclusive.

Social security: (Must check one)

The parties are cognizant that the state is not liable for social security contributions, pursuant to 42 U.S. Code, section 418, relative to the compensation of the second party for this contract.

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11. The Grantor certifies that it is in compliance with the provisions of KRS 45A.695, "Access to Grantee's books, documents, papers, records, or other evidence directly pertinent to the contract." The Grantee, as defined in KRS 45A.030(8) and (10), 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 agreement for the purpose of financial audit or program review. The Grantee also recognizes that any books, documents, papers, records, or other evidence,

received during a financial audit or program review shall be subject to the Kentucky Open Records Act, KRS 61.870 to 61.884. Records and other prequalification information confidentially disclosed as part of the bid process shall not be deemed as directly pertinent to the agreement and shall be exempt from disclosure as provided in KRS 61.878(1)(c).

12. KRS 45A.485 requires the Grantee and all sub-Grantees performing work under the agreement to reveal to the Commonwealth, prior to the award of a contract, any final determination of a violation by the Grantee 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 Grantee, and all sub-Grantees performing work under the agreement 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 Grantee and all sub-Grantees performing work under the agreement shall be in continuous compliance with the provisions of those statutes, which apply to their operations, and that their failure to reveal a final determination as described above, or failure to comply with the above statutes for the duration of the agreement shall be grounds for the Commonwealth's cancellation of the agreement and their disqualification from eligibility for future state contracts for a period of two (2) years.

Grantee must check one:

The Grantee has not violated any of the provisions of the above statutes within the previous five (5) year period.

The Grantee has violated the provisions of one or more of the above statutes within the previous five (5) year period and has revealed such final determination(s) of violation(s). Attached is a list of such determination(s), which includes the KRS violated, the date of the final determination, and the state agency, which issued the final determination.

13. This section applies only to agreements disbursing federal funds, in whole or part, when the terms for receiving those funds mandate its inclusion. Discrimination (because of race, religion, color, national origin, sex, sexual orientation, gender identity, age, or disability) is prohibited. During the performance of this agreement, the Grantee agrees as follows:

1. The Grantee will not discriminate against any employee or applicant for employment because of race, religion, color, national origin, sex, sexual orientation, gender identity, or age. The Grantee further agrees to comply with the provisions of the Americans with Disabilities Act (ADA), Public Law 101-336, and applicable federal regulations relating thereto-prohibiting discrimination against otherwise qualified disabled individuals under any program or activity. The Grantee agrees to provide, upon

request, needed reasonable accommodations. The Grantee will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, national origin, sex, sexual orientation, gender identity, age, or disability. Such action shall include, but not be limited to the following; employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensations; and selection for training, including apprenticeship. The Grantee agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

2. In all solicitations or advertisements for employees placed by or on behalf of the Grantee, the Grantee will state that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, sex, sexual orientation, gender identity, age, or disability.

3. The Grantee will send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representative of the Grantee's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The Grantee will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

4. The Grantee will comply with all provisions of Executive Order No. 11246 of September 24, 1965 as amended, and of the rules, regulations, and relevant orders of the Secretary of Labor.

5. The Grantee will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

6. In the event of the Grantee's noncompliance with the nondiscrimination clauses of this agreement or with any of the said rules, regulations or orders, this agreement may be cancelled, terminated or suspended in whole or in part and the Grantee may be declared ineligible for further government contracts or federally-assisted construction contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, as amended, and such other sanctions may be imposed and remedies invoked as provided in or as otherwise provided by law.

7. The Grantee will include the provisions of paragraphs (1) through (7) of section 202 of Executive Order 11246 in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor, issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each sub-Grantee or vendor. The Grantee will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event a Grantee becomes involved in, or is

threatened with, litigation with a sub-Grantee or vendor as a result of such direction by the agency, the Grantee may request the United States to enter into such litigation to protect the interests of the United States.

14. The Grantor and the Grantee agree that this writing is a complete statement of the agreement and supersedes any prior terms, representations, or agreements whether made orally or in writing.

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AGREED:

KENTUCKY DEPARTMENT OF AGRICULTURE

Melanie R. Blandford, Executive Director
Office of Agricultural Marketing
and Product Promotion

Date

GRANTEE

Grantee (Business Name)

Grantee Authorized Signatory (**Printed**)

Grantee Authorized **Signature**

Date

Street Address

City, State, Zip

Tax ID#: _____

Tax Status (Check One)

- Individual
- Sole Proprietorship
- Partnership
- Estate/Trust
- Corporation
- Public Service Corporation
- Government/Non-Profit

EXAMINED:

Nicole T. Liberto, Legal Counsel

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.

Solicitation/Contract #: _____

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: _____