



2021-2022 Kentucky Proud® Buy Local Program Restaurant and Other Foodservice Participant Application & Guidelines

What is Buy Local? Buy Local is an 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 farmers' 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 business is confirming its commitment to serving fresh, local food while 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: _____

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 based on 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®. 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 are eligible to provide detailed quarterly reports on behalf of the participating restaurants.

Program Guidelines (continued)

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 participants may make purchases directly from local farmers that are Active Kentucky Proud® members and submit the invoices 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:
 - 2021 Quarter 1 (January-March purchases) due by April 30, 2021
 - 2021 Quarter 2 (April-June purchases) due by July 31, 2021
 - 2021 Quarter 3 (July-September purchases) due by October 31, 2021
 - 2021 Quarter 4 (October-December purchases) due by January 31, 2022
 - 2022 Quarter 1 (January-March purchases) due by April 30, 2022
 - 2022 Quarter 2 (April-June purchases) due by July 31, 2022
 - 2022 Quarter 3 (July-September purchases) due by October 31, 2022
 - 2022 Quarter 4 (October-December purchases) due by January 31, 2023
- 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 shop or storefront are not eligible for the program.
- Invoices for products purchased before KDA staff approve your application 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 \$8,000 annual cap, \$36,000 lifetime cap, or until funding is depleted.
- 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 2021-2022 Buy Local program will provide the program participant reimbursement eligibility for purchases made through December 31, 2022, 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 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 soy sauces, where all of the soybeans 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 most of 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

GRANT AGREEMENT

This Grant Agreement is entered into, by and between the Commonwealth of Kentucky, Kentucky Department of Agriculture (“the Commonwealth”) and _____ (“the Grantee”) to establish an agreement for the Kentucky Proud Buy Local Program. The initial MOA is effective from _____ through December 31, 2022.

Scope of Services:

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 (KDA) 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 farmers’ 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, the Commissioner of the Kentucky Department of Agriculture is authorized to promote and encourage the agricultural industry of the state, and KRS 246.247 authorizes the expenditure of funds to encourage the agricultural industry of the state.

Pricing:

1. The Commonwealth shall make available to the Grantee a sum of up to Eight Thousand (\$8,000) Dollars per calendar year for restaurants or One Thousand Two-Hundred and Fifty (\$1,250) Dollars per quarter for Distributors, 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 Commonwealth's "Participation Guidelines" for the Buy Local Program, attached hereto, and incorporated by reference.

MOA/PSC Exception Standard Terms and Conditions
Revised December 2019

Whereas, the first party, the state agency, has concluded that either state personnel are not available to perform said function, or it would not be feasible to utilize state personnel to perform said function; and

Whereas, the second party, the Contractor, is available and qualified to perform such function; and

Whereas, for the abovementioned reasons, the state agency desires to avail itself of the services of the second party;

NOW THEREFORE, the following terms and conditions are applicable to this contract:

1.00 Effective Date:

This contract is 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 Legislative Research Commission, Government Contract Review Committee ("LRC"). However, in accordance with KRS 45A.700, contracts in aggregate amounts of \$10,000 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.

2.00 LRC Policies:

This section does not apply to governmental or quasi-governmental entities.

Pursuant to KRS 45A.725, LRC has established policies which govern rates payable for certain professional services. These are located on the LRC webpage (<http://www.lrc.ky.gov/Statcomm/Contracts/homepage.htm>) and would impact any contract established under KRS 45A.690 et seq., where applicable.

3.00 Choice of Law and Forum:

This section does not apply to governmental or quasi-governmental entities.

This contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. Any action brought against the Commonwealth on the contract, including but not limited to actions either for breach of contract or for enforcement of the contract, shall be brought in Franklin Circuit Court, Franklin County, Kentucky in accordance with KRS 45A.245.

4.00 EEO Requirements

The Equal Employment Opportunity Act of 1978 applies to All State government projects with an estimated value exceeding \$500,000. The contractor shall comply with all terms and conditions of the Act.

5.00 Cancellation:

Both parties shall have the right to terminate and cancel this contract at any time not to exceed thirty (30) days' written notice served on the Contractor by registered or certified mail.

6.00 Funding Out Provision:

The state agency may terminate this contract if funds are not appropriated to the contracting agency or are not otherwise available for the purpose of making payments without incurring any obligation for payment after the date of termination, regardless of the terms of the contract. The state agency shall provide the Contractor thirty (30) calendar days' written notice of termination of the contract due to lack of available funding.

7.00 Reduction in Contract Worker Hours:

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 agreement will be reduced by the amount specified in that document. If the contract funding is reduced, then the scope of work related to the contract may also be reduced commensurate with the reduction in funding. This reduction of the scope shall be agreeable to both parties and shall not be considered a breach of contract.

8.00 Authorized to do Business in Kentucky:

This section does not apply to governmental or quasi-governmental entities.

The Contractor affirms that it is properly authorized under the laws of the Commonwealth of Kentucky to conduct business in this state and will remain in good standing to do business in the Commonwealth of Kentucky for the duration of any contract awarded.

The Contractor shall maintain certification of authority to conduct business in the Commonwealth of Kentucky during the term of this contract. Such registration is obtained from the Secretary of State, who will also provide the certification thereof.

Registration with the Secretary of State by a Foreign Entity:

Pursuant to KRS 45A.480(1)(b), an agency, department, office, or political subdivision of the Commonwealth of Kentucky shall not award a state contract to a person that is a foreign entity required by KRS 14A.9-010 to obtain a certificate of authority to transact business in the Commonwealth ("certificate") from the Secretary of State under KRS 14A.9-030 unless the person produces the certificate within fourteen (14) days of the bid or proposal opening. Therefore, foreign entities should submit a copy of their certificate with their solicitation response. If the foreign entity is not required to obtain a certificate as provided in KRS 14A.9-010, the foreign entity should identify the applicable exception in its solicitation response. Foreign entity is defined within KRS 14A.1-070.

For all foreign entities required to obtain a certificate of authority to transact business in the Commonwealth, if a copy of the certificate is not received by the contracting agency within the time frame identified above, the foreign entity's solicitation response shall be deemed non-responsive or the awarded contract shall be cancelled.

Businesses can register with the Secretary of State at <https://onestop.ky.gov/Pages/default.aspx>

9.00 Invoices for fees:

This section does not apply to governmental or quasi-governmental entities.

The Contractor shall maintain supporting documents to substantiate invoices and shall furnish same if required by state government.

10.00 Travel expenses, if authorized:

This section does not apply to governmental or quasi-governmental entities.

The Contractor shall be paid for no travel expenses unless and except as specifically authorized by the specifications of this contract or authorized in advance and in writing by the Commonwealth. The Contractor shall maintain supporting documents that substantiate every claim for expenses and shall furnish same if requested by the Commonwealth.

11.00 Other expenses, if authorized herein:

This section does not apply to governmental or quasi-governmental entities.

The Contractor shall be reimbursed for no other expenses of any kind, unless and except as specifically authorized within the specifications of this contract or authorized in advance and in writing by the Commonwealth.

If the reimbursement of such expenses is authorized, the reimbursement shall be only on an out-of-pocket basis. Request for payment of same shall be processed upon receipt from the Contractor of valid, itemized statements submitted periodically for payment at the time any fees are due. The Contractor shall maintain supporting documents that substantiate every claim for expenses and shall furnish same if requested by the Commonwealth.

12.00 Purchasing and specifications:

This section does not apply to governmental or quasi-governmental entities.

The Contractor 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.

13.00 Conflict-of-interest laws and principles:

This section does not apply to governmental or quasi-governmental entities.

The Contractor 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.

14.00 Campaign finance:

This section does not apply to governmental or quasi-governmental entities.

The Contractor 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 Contractor 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.

15.00 Access to Records:

The state agency certifies that it is in compliance with the provisions of KRS 45A.695, "Access to contractor's books, documents, papers, records, or other evidence directly pertinent to the contract." The Contractor, as defined in KRS 45A.030, 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 Contractor 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).

16.00 Social security: (check one)

This section does not apply to governmental or quasi-governmental entities.

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.

The parties are cognizant that the state is liable for social security contributions, pursuant to 42 U.S. Code, section 418, relative to the compensation of the second party for this contract.

17.00 Violation of tax and employment laws:

KRS 45A.485 requires the Contractor and all subcontractors performing work under the contract 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 corporate and utility tax, sales and use 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 and all subcontractors performing work under the contract 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 and all subcontractors performing work under the contract 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 contract, shall be grounds for the Commonwealth's cancellation of the contract and their disqualification from eligibility for future state contracts for a period of two (2) years.

Contractor must check one:

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

_____ The Contractor 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.

18.00 Discrimination:

This section applies only to contracts 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 contract, the Contractor agrees as follows:

The Contractor 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 Contractor 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 Contractor agrees to provide, upon request, needed reasonable accommodations. The Contractor 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 Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

In all solicitations or advertisements for employees placed by or on behalf of the Contractor, the Contractor 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.

The Contractor 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 Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The Contractor 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.

The Contractor 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.

The Contractor 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/her 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.

In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations or orders, this contract may be cancelled, terminated or suspended in whole or in part, and the Contractor 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 that may be imposed and remedies invoked as provided in or as otherwise provided by law.

The Contractor 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 subcontractor or vendor. The Contractor 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 Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

AGREED:

This Agreement is subject to the terms and conditions stated herein. By affixing signatures below, the parties verify that they are authorized to enter into this Agreement and that they accept and consent to be bound by the terms and conditions stated herein. In addition, the parties agree that (i) electronic approvals may serve as electronic signatures, and (ii) this Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all counterparts together shall constitute a single Agreement.

KENTUCKY DEPARTMENT OF AGRICULTURE

Melanie R. McPartlin, Executive Director
Office of Agricultural Marketing

Date

GRANTEE

Grantee (Business Name)

Grantee Authorized Signatory (**Printed**)

Grantee Authorized **Signature**

Date

EXAMINED:

Nicole T. Liberto, Legal Counsel



Commonwealth of Kentucky

Office of the Controller
702 Capitol Ave, Room 484
Frankfort, KY 40601

(502) 564-9641
(877) 973-4357 Toll Free

<https://emars.ky.gov>

Fax (502) 564-5319

A Vendor Information

*Legal Name: _____

*Taxpayer ID Number: _____ SSN _____ EIN _____

Vendor Number: _____

*1099 Classification: (Select One)	Individual	LLC filing as Corporation	State Government	Other
	Sole Proprietor	LLC filing as Partnership	Other Government	
	Partnership	LLC filing as Sole Proprietor	Nonresident Alien	
	Corporation	Trust/Estate	Foreign Business Entity	

*Street: _____

*City: _____ *State: _____ *Zip Code: _____

*Contact: _____

*Phone: _____ Email: _____

B Enrollment or Change Authorization for Electronic Payments

Select One: New Enrollment Financial Institution or Account Change

Financial Institution Information	
Bank Name:	_____
Branch:	_____
City:	_____ State: _____ Zip Code: _____
Transit/ABA#:	_____
Account #:	_____
Account Type (select one):	<input type="radio"/> Checking Account <input type="radio"/> Savings Account

I, the undersigned, authorize the Commonwealth of Kentucky to initiate accounting transactions to deposit payments directly to the account indicated above and to correct any errors which may occur from the transactions. I also authorize the Financial Institution to post these transactions to that account. This authorization is to remain in force until the Commonwealth of Kentucky received written notice or cancellation.

Signature: _____ Date: _____

Name Printed: _____ Job Title: _____

Fields marked with and asterisk(*) are required. This cannot be processed without all the required fields.

C**Substitute IRS Form W-9 Certification**

Under Penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. Person (defined below)

Certification Instructions: You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN.

For additional information refer to the [IRS website](#) and go to Form W-9.

*Signature of U.S. Person: _____

*Name Printed: _____ *Date: _____

The following information is provided to assist you in completing your EZ Vendor Registration Application.

Select either New or Modification. For Modifications, complete ONLY fields to be updated.

Section A - Vendor Information

Complete Section A for new vendor information or vendor modifications.

Legal Name on W-9: this is the Legal Name used for 1099 IRS filings. The Commonwealth of Kentucky verifies this information with the taxpayer ID number with the IRS. Vendor records will not be processed unless the Legal Name and TIN match.

1099 Classification: Select the appropriate classification that describes your organization.

Section B - Enrollment or Change Authorization for Electronic Payments

In order add or update banking information on your vendor record, complete Section B. ***This section is optional.***

NOTE: Email notification of payments will be sent to the email address listed on the form.

Section C - Substitute IRS Form W-9 Certification

- **Definition of a U.S. person.** for federal tax purposes, you are considered a U.S. person if you are:
 - An individual who is a U.S. citizen or a U.S. resident alien; A partnership, corporation, company or association created or organized in the United States or under the laws of the United States; An estate (other than a foreign estate); or
 - A domestic trust (as defined in Regulations section 301.7701-7).
- As a part of the KY Vendor Registration, the Commonwealth of Kentucky may request a signed and dated copy of your W-9 form. This form will be kept as an attachment to your entity's account. Registration may not be considered complete unless the W-9 is received, and payments for goods or services may be impacted without a properly executed W-9. Please submit the completed W-9 to the Customer Resource Center if requested.

Submission

Fax or email the completed form to our Customer Resource Center (CRC) at (502)564-5319 or finance.crcgroup@ky.gov.

Please Note: This is the abbreviated version of the Kentucky Vendor Registration Application. If you have multiple addresses or contacts, please complete the other form.

Fields marked with an asterisk(*) are required. This cannot be processed without all the required fields.

ANNUAL AFFIDAVIT FOR BIDDERS, OFFERORS AND CONTRACTORS

Affidavit Effective Date: _____
Affidavit Expiration Date: _____
Maximum Length One-Year

REQUIRED AFFIDAVIT FOR BIDDERS, OFFERORS AND CONTRACTORS

PAGE 1 OF 2

FOR BIDS AND CONTRACTS IN GENERAL:

- I. Each bidder or offeror swears and affirms under penalty of perjury, that to the best of their knowledge:
 - 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.
 - e. The bidder or offeror swears and affirms under penalty of perjury that the entity bidding, is not currently engaged in, and will not for the duration of the contract engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which Kentucky can enjoy open trade, as defined in [KRS 45A.607](#).
 - f. The bidder or offeror swears and affirms that the entity bidding, and all subcontractors therein, have not violated any of the prohibitions set forth in [KRS 11A.236](#) during the previous ten (10) years, and further pledge to abide by the restrictions set forth in such statute for the duration of the 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 to the best of their knowledge:
 - 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.

ANNUAL AFFIDAVIT FOR BIDDERS, OFFERORS AND CONTRACTORS

REQUIRED AFFIDAVIT FOR BIDDERS, OFFERORS AND CONTRACTORS

- 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.

- 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. If the bidder, offeror, or contractor becomes non-compliant with any statements during the affidavit effective period, I will notify the Finance and Administration Cabinet, Office of Procurement Services immediately. I understand that the Commonwealth retains the right to request an updated affidavit at any time.

Signature	Printed Name
Title	Date
Company Name	
Address	
Commonwealth of Kentucky Vendor Code (if known)	
Subscribed and sworn to before me by	
	(Affiant) (Title)
of _____	this _____ day of _____, 20____.
(Company Name)	
Notary Public	
[seal of notary]	My commission expires: _____