



2023-2024 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: KY
Zip: _____ County: _____
Web Site: _____
Business Phone: _____ Cell Phone: _____
E-mail Address: _____
Kentucky Proud® Member 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
- Kentucky Department of Agriculture, Office for Agricultural Marketing, 111 Corporate Drive, Frankfort, KY 40601
Phone: (502) 782-4110 | Email: agr.kyproud@ky.gov | Web: www.kyproud.com/BuyLocal

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:
 - 2023 Quarter 4 (October – December purchases) due by January 31, 2024
 - 2024 Quarter 1 (January – March purchases) due by April 30, 2024
 - 2024 Quarter 2 (April – June purchases) due by July 31, 2024
 - 2024 Quarter 3 (July – September purchases) due by October 31, 2024
 - 2024 Quarter 4 (October – December purchases) due by January 31, 2025
- 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 food service participant 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 2023-2024 Buy Local program will provide the program participant reimbursement eligibility for purchases made through December 31, 2024, 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>

**KENTUCKY DEPARTMENT OF AGRICULTURE
AND**

AGREEMENT

This Agreement is entered into, by and between the Kentucky Department of Agriculture (KDA) and _____, to establish an agreement for the Kentucky Proud® Buy Local Program. The Agreement is effective from _____, through December 31, 2024.

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 provide economic assistance to the agriculture community of the Commonwealth; 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 260.019 authorizes the expenditure of funds to be used for administrative expenses to support the Kentucky Proud™ Program, provide grants-in-aid, and other purposes and expenses related to promoting Kentucky-grown agricultural products.

Pricing:

1. The Kentucky Department of Agriculture shall make available to the Grantee a sum of up to Eight Thousand (\$8,000) Dollars per calendar year for Enrolled Food Service Entities 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 count toward the

lifetime maximum benefit.

2. The Grantee shall abide by all terms and conditions listed in the Kentucky Department of Agriculture “Buy Local Application & Program Guidelines” attached hereto, and incorporated by reference.

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

Jay Hall, 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



**Required Affidavit for Bidders, Offerors
and Contractors
(KRS 45A.110 & 45A.115)**

Affidavit Effective for One (1) Year from Date of Execution

Instructions: Pursuant to [KRS 45A.110](#) and [45A.115](#), a bidder, offeror, or contractor ("Contractor") is required to submit a Required Affidavit for Bidders, Offerors, and Contractors to be awarded a contract, or for the renewal of a contract. An authorized representative of the contracting party must complete the attestation below, have the attestation notarized, and return the completed affidavit to the Commonwealth.

Attestation

As a duly authorized representative for the Contractor, I swear and affirm under penalty of perjury, that that the Contractor has not knowingly violated campaign finance laws of the Commonwealth of Kentucky and that the award of a contract will not violate any provision of the campaign finance laws of the Commonwealth. For purposes of this attestation, "Knowingly" means that the bidder or offeror is aware or should have been aware of the existence of a violation. The bidder or offer understands that the Commonwealth retains the right to request an updated affidavit at any time.

Signature

Printed Name

Title

Date

Bidder or Offeror Name: _____

Address: _____

Commonwealth of Kentucky Vendor Code (If known): _____

Subscribed and sworn to before me this ____ day of _____, _____.

State of: _____ Notary: _____

County of: _____ My Commission Expires: _____



Commonwealth of Kentucky

Office of the Controller
200 Mero St, 5th Floor
Frankfort, KY 40601

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

<https://emars311.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):	Checking Account 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.