



## **BUREAU OF ALCOHOL EDUCATION**

*Reducing Underage Drinking  
and Dangerous Drinking Grant*

**2020-2022 GRANT GUIDELINES AND AGREEMENT**

# GRANT GUIDELINES

## Section I – Introduction

The Pennsylvania Liquor Control Board (“PLCB”), Bureau of Alcohol Education’s *Reducing Underage Drinking and Dangerous Drinking Grant* (“Grant”) offers additional resources and funding to eligible community partners to develop and enhance the PLCB’s mission to reduce underage drinking, reduce dangerous drinking by those who are of legal drinking age, and promote responsible alcohol consumption by those of legal drinking age.

The Grant cycle is two years, beginning on July 1, 2020, or the Effective Date, and ending on June 30, 2022. Grants shall be awarded to eligible applicants on a competitive basis and are capped at \$20,000.00 per fiscal year, totaling a maximum award of \$40,000 per grant cycle, per eligible entity; year 1: July 1, 2020 – June 30, 2021, year 2: July 1, 2021 – June 30, 2022. Note: unused dollars from year 1 will not be transferable to year 2.

Section II, Chapter B, Non-Enforcement Applicants, and Chapter C, Enforcement Applicants, define applicant-type specific guidelines. The rest of the content contained within the Grant Guidelines and Agreement are applicable to all applicants.

## Section II – Eligibility

### A. Applicants

1. The PLCB will accept applications from the following:

#### **Non-Enforcement:**

- Pennsylvania school districts including, but not limited to, technical and trade schools, and post-secondary academic institutions
- Pennsylvania institutions of higher education
- Municipal representatives
- Pennsylvania nonprofit and for-profit organizations
- Community organizations

#### **Enforcement:**

- Municipal police departments
- College/University police departments

2. RUDD Grant Applications must be submitted by and on behalf of the legal entity having authority to enter into a contract with the PLCB for any awarded grant. The legal name of the Applicant must match with the federal tax identification number.

It is solely the responsibility of the person submitting the Grant Application to accurately and fully identify the entity that is applying to become a Grantee and to provide the proper signatories contact information when applying. The PLCB reserves all rights to reject a RUDD Grant Application at any point if it is determined that this requirement has not been fulfilled.

## **B. Non-Enforcement Applicants**

### **1. Projects and Activities**

Grant projects and activities should focus on the development of innovative and comprehensive programs to address underage drinking, dangerous drinking by those who are of legal drinking age, and/or to promote responsible alcohol consumption by those of legal drinking age. If the program is not innovative, then it must be evidence-based, or evidence informed. Eligible Applicants are required to include an assessment to measure the program's effectiveness and are encouraged to establish partnerships with other organizations to promote such programs.

### **2. Use of Grant Funds**

Use of Grant funding is strictly limited to projects and activities directly related to the mission of the PLCB as set forth above and more specifically to the project(s) as proposed and awarded.

Funds may not be used to purchase art supplies, food, beverages, or for incentives. Match funds are not required to be explained on the Application, however, it is expected that they will be used to purchase items not funded by this Grant if needed for an activity.

## **C. Enforcement Applicants**

### **1. Projects and Activities**

Projects and activities must focus on increased enforcement of applicable laws to reduce underage drinking and dangerous drinking by those who are of legal drinking age.

### **2. Mandatory Components**

#### **a. Public Service Announcements, Advertising, Town Hall Meetings**

Applicants are required to demonstrate proactive enforcement. This effort could consist of Public Service Announcements (PSA's), Advertising, and/or Town Hall Meetings. Town Hall Meetings should be attended by interest groups; liquor licensees and staff, University/College personnel, Greek life representatives, community groups, business owners, and others interested in making their communities safer. The intent is to build collaboration within the community and to inform the public of your efforts. These efforts must occur during the first reporting period each grant year. All Advertisements and PSA's must be pre-approved by the PLCB.

#### **b. Training Requirement**

Police departments that are awarded Grants are required to ensure that the designated Project Director and any officer who is expected to participate in Grant activities complete an approved training. **You may dedicate a maximum of \$1,500 per grant year towards this requirement.** Options include training by the PLCB, "Understanding the Liquor Laws

and Alcohol Related Offenses in Pennsylvania”, appropriate training by Pennsylvania State Police, Bureau of Liquor Control Enforcement (“BLCE”), or the National Liquor Law Enforcement Association. The PLCB Alcohol Education Specialist working with the Grantee will provide guidance and approval for trainings. This training requirement must be fulfilled within ninety calendar days of the Effective Date of the Grant. **Failure to fully comply with this training requirement will result in forfeiture of Grant funding.**

**c. Educational Component**

This effort must be directed to students and/or youth under the age of 21.

**3. Use of Grant Funds**

Use of Grant funding is strictly limited to projects and activities directly related to the mission of the PLCB as set forth above and more specifically to the project(s) as proposed and awarded.

Grantee may request a maximum award of \$20,000 per year.

- No more than \$13,000 per year may be dedicated to overtime expenses for patrols
- No more than \$1,500 per year may be dedicated for police equipment that would aid in accomplishing the mission of the grant

Funds may not be used to purchase art supplies, food, beverages, or for incentives. Match funds are not required to be explained on the Application, however, it is expected that they will be used to purchase items not funded by this Grant if needed for an activity.

**D. Evaluation Criteria**

1. Applications from eligible applicants will be reviewed and evaluated by the PLCB. Priority will be given to those applications proposing novel, high-impact projects, especially those utilizing social media and/or other technology-driven concepts.
2. Throughout the entire Grant cycle, to the extent permissible by applicable laws, the PLCB shall maintain sole discretion regarding approval of project activities and reimbursements for same.
3. All Grant activities and projects must be in full compliance with all applicable laws, as well as the policies of the Commonwealth of Pennsylvania and of the PLCB.
4. The PLCB reserves the right to reject or disqualify any Application at its sole discretion.

**Section III – Grant Application Procedures**

1. The Grant Application will be submitted electronically via <https://www.esa.dced.state.pa.us/>.
2. **Grant Application must be submitted no later than noon on Friday, March 20, 2020.**
3. Grant Applications will be accepted and evaluated on a rolling basis as received. Awards will be made to eligible applicants for as long as the designated funds are available. Applicants will NOT

be notified of any deficiencies during the application period and incomplete, late or otherwise non-compliant applications will be rejected.

4. Applicants must complete all fields in the Grant Application and must provide the name, title and email address for the proper signatory.
5. Applicants are required to review and agree to the terms of the Grant Guidelines and Agreement. The terms of the Grant Agreement are non-negotiable. If selected, the proper signatory will be notified via email and required to sign electronically. Providing a signature indicates that the Grant Guidelines and Agreement have been reviewed, understood and will be fully adhered to by the designated Project Director.
6. The Grant Application shall describe a scope of work that does not exceed the two-year grant cycle. Grant programs and activities may carry over from year-one to year-two; however, approved funds from year-one are not transferable to year-two.
7. Questions may only be directed to the Alcohol Education resource email account at [ra-lbaegrant@pa.gov](mailto:ra-lbaegrant@pa.gov). Questions should be generic in nature; program specific or budget questions will not be addressed. Failure to comply with this requirement may result in disqualification of a Grant Application. For the avoidance of doubt, no questions may be directed to any individual at the PLCB, whether via email, telephone or otherwise. The noted resource email account will be closely monitored by authorized PLCB personnel.

#### **Section IV –Notification Selection, Non-Selection, Award and Effective Date of Agreement**

1. Upon approval of a Grant Application by the PLCB, a Notification of Selection letter will be issued via email to the applicant’s designated Project Director.
2. In order to receive Grant funds, selected applicants will be required to register for a SAP Vendor Number. Upon receipt of a Notification of Selection, if the selected applicant does not already have a SAP Vendor Number then the selected applicant shall register within ten calendar days of the date of the Notification of Selection. Instruction on obtaining an SAP vendor number will be included with the Notification of Selection.
3. Grant reimbursement funds will only be paid via ACH payment.
4. The Notification of Selection does NOT constitute a binding contract between the applicant and the PLCB. Although the term of the Grant cycle is July 1, 2020 through June 30, 2022, the Grant Agreement does not become effective until the date of approval by the Pennsylvania Office of Comptroller Operations (“the Effective Date”). It is anticipated that all Grant Agreements will be fully executed in advance of July 1, 2020; however, selected applicants are cautioned that reimbursement may only occur for work performed and/or expenses incurred on or after the Effective Date.

To be clear, selected applicants may choose to begin execution of projects covered by the Grant Agreement on or after July 1, 2020, but there is no valid contract and therefore no basis for reimbursement of Grant funds until the above-described Effective Date has been ascertained.

Selected applicants are not considered Grantees and not entitled to reimbursement prior to July 1, 2020 or the Effective Date. **Invoices dated prior to the Effective Date will not be reimbursed.**

5. The Notice of Award will be issued with the Effective Date of the Grant once all required signatures have been secured.
6. Upon review of the Grant Application by the PLCB, entities who will not be awarded a Grant will receive a Notification of Non-Selection letter via email to the applicant's designated Project Director.

# **REDUCE UNDERAGE DRINKING AND DANGEROUS DRINKING GRANT**

## **GRANT AGREEMENT # \_\_\_\_\_**

The Commonwealth of Pennsylvania, Pennsylvania Liquor Control Board (PLCB or Commonwealth) is authorized by section 207(k) of the Liquor Code to award the *Reducing Underage Drinking and Dangerous Drinking Grant* (“Grant”) to eligible entities following evaluation of competitive proposals. 47 P.S. § 2-207(k).

This Grant Agreement is entered into by the Pennsylvania Liquor Control Board (“PLCB”) and \_\_\_\_\_ (“Grantee”) (collectively, the Parties), and is effective as of July 1, 2020 or the date of approval of Pennsylvania Office of Comptroller Operations, whichever date is later (“Effective Date”). This Grant Agreement constitutes a material part of the Grant Application submitted by the Grantee, which Grant Application in its entirety represents the entire understanding between the Parties as it relates to the Grant.

### **1. TERM OF GRANT AGREEMENT**

The term of the Grant Agreement shall commence on the Effective Date as defined above and shall end on or before June 30, 2022. The Grantee acknowledges that it may elect to commence Grant-related activities before, on or after July 1, 2020, notwithstanding the Effective Date as set forth above; however, no expenses incurred prior to the Effective Date may be submitted for reimbursement.

### **2. USE OF GRANT FUNDS**

This Grant is awarded on a strict reimbursement-only basis. Grantee shall not acquire any legal or equitable rights relative to this Grant until the date of the PLCB’s Notice of Award. That Notice of Award will set forth the Effective Date and will include the fully executed Grant Agreement.

### **3. THIRD-PARTY ORGANIZATIONS**

The Grantee will directly administer the project or program being supported by the Grant. No Grant funds may be disbursed to any third-party organization or entity, except as specifically set forth in Grantee’s approved Grant Application.

### **4. REPORTING**

There are four reporting and reimbursement periods for this Grant, two per grant year.

- A. The first period begins on July 1, 2020 or the Effective Date, whichever date is later, and ends on December 31, 2020. On or before January 15, 2021, Grantee shall submit to the PLCB, electronically detailed information regarding the projects undertaken during the first reporting and reimbursement period and the results thereof. Submissions are to be sent electronically on or before the noted deadline.
- B. The second period begins on January 1, 2021 and ends on June 30, 2021. On or before July 15, 2021, Grantee shall submit to the PLCB, electronically, detailed information regarding the

projects undertaken during the second reporting and reimbursement period and the results thereof. Submissions are to be sent electronically on or before the noted deadline.

- C. The third period begins on July 1, 2021 and ends on December 31, 2021. On or before January 15, 2022, Grantee shall submit to the PLCB, electronically, detailed information regarding the projects undertaken during the second reporting and reimbursement period and the results thereof. Submissions are to be sent electronically on or before the noted deadline.
- D. The fourth period begins on January 1, 2022 and ends on June 30, 2022. On or before July 15, 2022, Grantee shall submit to the PLCB, electronically, detailed information regarding the projects undertaken during the second reporting and reimbursement period and the results thereof. Submissions are to be sent electronically on or before the noted deadline.
- E. Furthermore, Grantee shall submit receipts and/or invoices documenting the expenditures for which it seeks reimbursement by the PLCB. No receipts and/or invoices will be reimbursed for expenditures incurred outside the relevant reporting and reimbursement period. Invoices for the first reporting period that are dated prior to the Effective Date will not be reimbursed. Failure to timely submit the required reports and documentation of expenditures for reimbursement will constitute forfeiture of grant funds for that reporting and reimbursement period.
- F. Grantees are expected to discuss expenses and use of funds with their assigned Alcohol Education Representative, prior to purchasing anything. Failure to do so may result in non-payment of expenses. The PLCB reserves the right to determine if expenses are within the approved Grant Application activities and programs.
- H. The PLCB may, at its expense, monitor and conduct an evaluation of operations under the Grant which may include visits by representatives of the PLCB to observe Grantee's projects and activities.

## **5. RECORDS**

The Grantee, using generally accepted accounting procedures, shall maintain at its principal place of business complete and accurate records and accounts including documents, invoices, cancelled checks, receipts, books, and other documents pertaining to the costs and expenses of this Grant Agreement, and reflecting all matters and activities covered by this Grant Agreement.

- A. Grantee shall make available for inspection by the PLCB all its records with respect to all matters covered by this Grant Agreement and will permit the PLCB to audit, examine, and make copies of such records.
- B. All required records shall be maintained by the Grantee for a period of three years from the date of the close out of this Grant Agreement by the PLCB, except in those cases where unresolved audit questions may require maintaining some or all records for a longer period. In such event, records shall be maintained until all pending matters are resolved.

## **6. DEFAULT**

A. The PLCB may, in addition to its other rights under the Grant Agreement, declare the Grantee in default by written notice thereof to the Grantee, and terminate the Grant Agreement for any of the following reasons:

- 1) Failure to comply with representations made in the Grant Application;
- 2) Failure to timely and fully comply with any mandatory requirements as set forth in the Grant Guidelines;
- 3) Failure to adhere to any maximum dollar allowances as set forth in the Grant Guidelines;
- 4) Failure to complete the projects and activities set forth in the Grant Application;
- 5) Failure to timely submit the required mid-year and end-of-cycle reimbursement reports;
- 6) Failure to return within ten business days any erroneous or inadvertent reimbursement payment that results in an overpayment to Grantee;
- 7) Unsatisfactory performance of the projects and activities Grantee set forth in its Grant Application; and
- 8) Assignment by Grantee made for the benefit of any other individual, entity or organization.

B. The rights and remedies of the PLCB set forth in this provision shall not be exclusive and are in addition to any other rights and remedies provided by law.

## **7. MISAPPROPRIATION OF GRANT FUNDS**

The Grantee expressly warrants that it shall request reimbursement of expenses solely allowable by the Grant. Should the PLCB find that Grantee is not using Grant funds exclusively in conformance with the Grant, the PLCB shall have the absolute right, in addition to any other rights provided herein or by law, to terminate the Grant Agreement and to demand the repayment/return of Grant funds. Failure of Grantee to repay/return such funds within ten business days of the PLCB's written demand may result in referral of the matter to the Office of the Attorney General for investigation and possible prosecution.

## **8. OWNERSHIP RIGHTS**

The PLCB shall have unrestricted authority to reproduce, distribute, and use any submitted report, data, or material, and any software or modifications and any associated documentation that is

designed or developed and delivered to the PLCB as part of the performance of this Grant Agreement.

- A. All materials created with Grant funds shall include a notation on the material indicating that PLCB funds were utilized in the production of the materials. The Grantee must obtain prior approval from the PLCB to print any materials or risk denial of payment. Grantee must send photo of all finished products purchased with Grant funds.
- B. Grantee shall obtain prior approval from the PLCB before issuing any news or press release, Advertisement or Public Service Announcement regarding this Grant. In all public statements, press releases, annual reports or other announcements regarding the programs related to this Grant, the Grantee shall refer to the PLCB by its full name: *The Pennsylvania Liquor Control Board*.
- C. Grantee shall agree to include in any advertising it creates as a result of this Grant the following acknowledgement: *This program is made possible through a grant funded by the Pennsylvania Liquor Control Board. The opinions and statements expressed in this advertisement do not necessarily represent the views of the Pennsylvania Liquor Control Board.*

## **9. OFFSET PROVISION**

The Grantee agrees that the Commonwealth may offset the amount of any state tax liability or other debt obligation of the Grantee or its subsidiaries that is owed to the Commonwealth and is not being contested on appeal against any payments due the Grantee under this Grant Agreement or any other contract with the Commonwealth.

## **10. LIABILITY**

Neither the Grantee nor the PLCB assume any liability to each other, except as are specifically stated in this Agreement and then only to the extent permissible by applicable law. As to liability for damage, injuries or death to persons, and damage to property, the Grantee and the PLCB do not waive any defense as a result of entering into this Agreement, unless such waiver is expressly and clearly written into this Agreement.

## **11. AMENDMENTS AND MODIFICATIONS**

No changes will be permitted to the dates of validity of this Grant Agreement, to amend the total Grant amount available to a Grantee, or to make major changes in the approved program scope, objectives or methods. Minor revisions to the spending plan and/or specific project activities may be made only with prior written approval from PLCB, which approval is within the PLCB's sole discretion following review of Grantee's written justification for such revision.

Grantee is responsible for timely notifying the PLCB to of any change in Project Director and/or contact information for same via email to [ra-lbaegrant@pa.gov](mailto:ra-lbaegrant@pa.gov) within five business days of the change.

## **12. TERMINATION FOR CONVENIENCE**

The PLCB shall have the right to terminate the Grant or Grant Agreement for its convenience if the PLCB determines termination to be in its best interest. The Grantee shall be reimbursed for all allowable expenses it has submitted to the PLCB for reimbursement prior to the effective date of the termination. In no event shall Grantee be entitled to recover any expenses incurred in reliance that such expenses will be reimbursed in accordance with this Grant.

### **13. CONTRACTOR/GRANTEE RESPONSIBILITY**

To comply with the following Contractor/Grantee responsibility provision: For the purpose of this Grant, the term “Grantee” is defined as any Grantee awarded a Grant by the PLCB. The term “Grantee” may include a permittee, licensee or any agency, political subdivision, instrumentality, public authority, state-affiliated institution, or other entity of the Commonwealth.

- A. The Grantee must certify, in writing, for itself and all its subcontractors that, as of the date of its execution of this Grant Agreement, neither the Grantee, nor any subcontractors, nor any suppliers are under suspension or debarment by the Commonwealth or any governmental entity, instrumentality or authority and, if the Grantee cannot so certify, then it agrees to submit, along with its Grant Application, a written explanation of why such certification cannot be made.
- B. The Grantee must also certify, in writing, that, as of the date of its execution of this Grant Agreement, it has no tax liabilities or other Commonwealth obligations.
- C. The Grantee’s obligations pursuant to these provisions are ongoing from and after the Effective date of the Grant Agreement through the termination or expiration date thereof. Accordingly, the Grantee shall have an obligation to inform the PLCB if, at any time during the term of the Grant Agreement, it becomes delinquent in the payment of taxes or other Commonwealth obligations, or if it or any of its sub-grantees or subcontractors are suspended or debarred by the Commonwealth, the federal government, or any other state or governmental entity. Such notification shall be made within fifteen days of the date of suspension or debarment.
- D. The failure of the Grantee to notify the PLCB of its suspension or debarment by the Commonwealth, any other state, or the federal government shall constitute an event of default of the Grant Agreement with the PLCB.
- E. The Grantee agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of State Inspector General for investigations of the Grantee’s compliance with the terms of this or any other agreement between the Grantee and the Commonwealth, which results in the suspension or debarment of the Grantee. Such costs shall include, but shall not be limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Grantee shall not be responsible for investigative costs for investigations that do not result in the Grantee’s suspension or debarment.

- F. The Grantee may obtain a current list of suspended and debarred Commonwealth contractors by either searching the Internet at [www.dgsapp.state.pa.us/debarmentlist](http://www.dgsapp.state.pa.us/debarmentlist) or contacting the:

Department of General Services  
Office of Chief Counsel  
603 North Office Building  
Harrisburg, PA 17125  
Telephone: 717.783.6472  
FAX: 717.787.9138

#### **14. NONDISCRIMINATION/ SEXUAL HARASSMENT**

- A. To comply with the following nondiscrimination/sexual harassment provision. During the term of this Grant, the Grantee agrees as follows:

- 1) In the hiring of any employees for the manufacture of supplies, performance of work, or any other activity required under the Grant or any sub-grant, the Grantee, subcontractor or any person acting on behalf of the Grantee or subcontractor shall not, by reason of gender, race, creed or color, discriminate against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.
- 2) Neither the Grantee nor any subcontractor nor any person on their behalf shall in any manner discriminate against or intimidate any employee involved in the manufacture of supplies, the performance of work or any other activity required under the Grant on account of gender, race, creed or color.
- 3) The Grantee and any subcontractors shall establish and maintain a written sexual harassment policy and shall inform their employees of the policy. The policy must contain a notice that sexual harassment will not be tolerated, and employees who practice it will be disciplined.
- 4) The Grantee shall not discriminate by reason of gender, race, creed or color against any subcontractor or supplier who is qualified to perform the work to which the Grant relates.
- 5) The Grantee and each subcontractor shall furnish all necessary employment documents and records to and permit access to its books, records, and accounts by the PLCB and the Department of General Services, Bureau of Contract Administration and Business Development, for purposes of investigation to ascertain compliance with these provisions. If the Grantee or any subcontractor does not possess documents or records reflecting the necessary information requested, it shall furnish such information on reporting forms supplied by the PLCB or the Bureau of Contract Administration and Business Development.
- 6) The Grantee shall include these provisions in every sub-grant so that such provisions will be binding upon each sub-grantee.

- 7) The PLCB or the Commonwealth may cancel or terminate the Grant Agreement, and all money due or to become due under the Grant may be forfeited for a violation of the terms and conditions of this Paragraph. In addition, the agency may proceed with debarment or suspension and may place the Grantee in the Contractor Responsibility file.

## **15. AMERICAN WITH DISABILITIES ACT**

- A. To comply with the following American with Disabilities Act (ADA) provision. During this term of the Grant, the Grantee agrees as follows:
  - 1) Pursuant to federal regulations promulgated under the authority of The Americans with Disabilities Act, 28 C.F.R. Section 35.101 et seq., the Grantee understands and agrees that it shall not cause any individual with a disability to be excluded from participation in this Grant, or from activities provided for under this Grant, on the basis of the disability. As a condition of accepting and executing this Grant, the Grantee agrees to comply with the “General Prohibitions Against Discrimination,” 28 C.F.R. Section 35.130, and all other regulations promulgated under Title II of The Americans with Disabilities Act which are applicable to the benefits, services, programs, and activities provided by the Commonwealth of Pennsylvania through grants with outside contractors.
  - 2) The Grantee shall be responsible for and agrees to indemnify and hold harmless the Commonwealth of Pennsylvania from, all losses, damages, expenses, claims, demands, suits, and actions brought by any party against the Commonwealth of Pennsylvania as a result of the Grantee’s failure to comply with the provisions of subparagraph 14(A)(1) above.

## **16. CONTRACT INTEGRITY PROVISION**

- A. For purposes of this condition only, the words “confidential information,” “consent,” “Grantee,” “financial interest” and “gratuity” shall have the following definitions:
  - 1) Confidential information means information that is not public knowledge, or available to the public on request, disclosure of which would give an unfair, unethical, or illegal advantage to another desiring to contract with the Commonwealth.
  - 2) Consent means written permission signed by a duly authorized officer or employee of the Commonwealth, provided that where the material facts have been disclosed, in writing, by pre-qualification, bid, proposal, contractual or grant terms, the Commonwealth shall be deemed to have consented by virtue of execution of this Grant.
  - 3) Grantee means the individual or entity that has entered into this Grant with the Commonwealth, including directors, officers, partners, managers, key employees and owners of more than a 5% interest.

- 4) Financial interest means:
- i. Ownership of more than a 5% interest in any business; or
  - ii. Holding a position as an officer, director, trustee, partner, employee or the like, or holding any position of management.
- 5) Gratuity means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment or contracts of any kind.
- B. The Grantee shall maintain the highest standards of integrity in the performance of the Grant and shall take no action in violation of state or federal laws, regulations, or other requirements that govern contracting with the Commonwealth.
- C. The Grantee shall not disclose to others any confidential information gained by virtue of this Grant.
- D. The Grantee shall not, in connection with this or any other agreement with the Commonwealth, directly or indirectly, offer, confer or agree to confer any pecuniary benefit on anyone as consideration for the decision, opinion, recommendation, vote, other exercise of discretion or violation of a known legal duty by any officer or employee of the Commonwealth.
- E. The Grantee shall not, in conjunction with this or any other agreement with the Commonwealth, directly or indirectly, offer, give or agree to promise to give to anyone any gratuity for the benefit of or at the direction or request of any officer or employee of the Commonwealth.
- F. Except with the consent of the Commonwealth, neither the Grantee, nor anyone in privity with him or her, shall accept or agree to accept from, or give or agree to give any person any gratuity from any person in connection with the performance of work under the Grant except as provided therein.
- G. Except with the consent of the Commonwealth, the Grantee shall not have a financial interest in any other Grantee, subcontractor, or supplier providing services, labor or material on this project.
- H. The Grantee, upon being informed that any violation of these provisions has occurred or may occur, shall immediately notify the Commonwealth in writing.
- I. The Grantee, by execution of the Grant and by the submission of any bills or invoices for payment pursuant thereto, certifies and represents that he or she has not violated any of these provisions.
- J. The Grantee, upon the inquiry or request of the Inspector General of the Commonwealth or any of that official's agents or representatives, shall provide, or, if appropriate, make promptly available for inspection or copying, any information of any type or form, deemed

relevant by the Inspector General to the Grantee's integrity or responsibility, as those terms are defined by the Commonwealth's statutes, regulations or management directives. Such information may include but shall not be limited to, the Grantee's business or financial records, documents or files of any type or form which refer to or concern the Grant. Such information shall be retained by the Grantee for a period of three years beyond the termination of the Grant, unless otherwise provided by law.

K. For violation of any of these Contractor Integrity Provisions, the Commonwealth may terminate this and any other agreement with the Grantee, claim liquidated damages in an amount equal to the value of anything received in a breach of these provisions, claim damages for all expenses incurred in obtaining another contractor to complete performance hereunder, and debar and suspend the Grantee from doing business with the Commonwealth. These rights and remedies are cumulative, and the use or nonuse of any one shall not preclude the use of all or any other. These rights and remedies are in addition to those the Commonwealth may have under law, statute, regulation or otherwise.

## **17. RIGHT TO KNOW LAW**

- A. The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, ("RTKL") applies to this Contract. For the purpose of these provisions, the term "the Commonwealth" shall refer to the contracting Commonwealth agency.
- B. If the Commonwealth needs the Grantee's assistance in any matter arising out of the RTKL related to this Contract, it shall notify the Grantee using the legal contact information provided in this Contract. The Grantee, at any time, may designate a different contact for such purpose upon reasonable prior written notice to the Commonwealth.
- C. Upon written notification from the Commonwealth that it requires the Grantee's assistance in responding to a request under the RTKL for information related to this Contract that may be in the Grantee's possession, constituting, or alleged to constitute, a public record in accordance with the RTKL ("Requested Information"), the Grantee shall:
  - 1) Provide the Commonwealth, within 10 calendar days after receipt of written notification, access to, and copies of, any document or information in the Grantee's possession arising out of this Contract that the Commonwealth reasonably believes is Requested Information and may be a public record under the RTKL; and
  - 2) Provide such other assistance as the Commonwealth may reasonably request, in order to comply with the RTKL with respect to this Contract.
- D. If the Grantee considers the Requested Information to include a request for a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, or other information that the Grantee considers exempt from production under the RTKL, the Grantee must notify the Commonwealth and provide, within 7 calendar days of receiving the written notification, a written statement signed by a representative of the Grantee explaining why the requested material is exempt from public disclosure under the RTKL.

- E. The Commonwealth will rely upon the written statement from the Grantee in denying a RTKL request for the Requested Information unless the Commonwealth determines that the Requested Information is clearly not protected from disclosure under the RTKL. Should the Commonwealth determine that the Requested Information is clearly not exempt from disclosure, the Grantee shall provide the Requested Information within 5 business days of receipt of written notification of the Commonwealth's determination.
- F. If the Grantee fails to provide the Requested Information within the time period required by these provisions, the Grantee shall indemnify and hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of the Grantee's failure, including any statutory damages assessed against the Commonwealth.
- G. The Commonwealth will reimburse the Grantee for any costs associated with complying with these provisions only to the extent allowed under the fee schedule established by the Office of Open Records or as otherwise provided by the RTKL if the fee schedule is inapplicable.
- H. The Grantee may file a legal challenge to any Commonwealth decision to release a record to the public with the Office of Open Records, or in the Pennsylvania Courts, however, the Grantee shall indemnify the Commonwealth for any legal expenses incurred by the Commonwealth as a result of such a challenge and shall hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of the Grantee's failure, including any statutory damages assessed against the Commonwealth, regardless of the outcome of such legal challenge. As between the parties, the Grantee agrees to waive all rights or remedies that may be available to it as a result of the Commonwealth's disclosure of Requested Information pursuant to the RTKL.
- I. The Grantee's duties relating to the RTKL are continuing duties that survive the expiration of this Contract and shall continue as long as the Grantee has Requested Information in its possession.

## **18. CHOICE OF LAW**

This Agreement shall be governed, construed, and enforced in accordance with the law of the Commonwealth of Pennsylvania. The Pennsylvania courts have exclusive jurisdiction with respect to this Grant and Agreement.

## **19. INTEGRATION**

This Grant Agreement, along with the entire Grant Application Package consisting also of the Grant Guidelines and the Grant Application, constitutes the entire agreement between parties. No agent, representative, employee or officer of either the Commonwealth or the Grantee has authority to make, or has made, any statement, agreement or representation, oral or written, in connection with the Agreement, which in any way can be deemed to modify, add to or detach from, or otherwise change or alter its conditions.

IN WITNESS WHEREOF AND INTENDING TO BE LEGALLY BOUND, the undersigned attests, subject to the penalties for perjury, that the undersigned is the Grantee, or that the undersigned is the properly authorized representative, agent, member or officer of the Grantee. The PLCB shall treat any

misstatements, omission or representations as fraudulent concealment of the true facts relating to the Grant Application Package and including this Grant Agreement, punishable pursuant to 18 Pa. C.S. § 4904.