



July 29, 2009

OSP Number: 138182

PROPOSAL TRANSMITTAL

"Penn State Small Business Center - UPENN FY2010"


Submitted to: University of Pennsylvania

Submitted by: Heather E. Fennessey

Proposal Contact: Danna J. Smith
Proposal & Grant Assistant
Penn State Outreach
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djs30@psu.edu

Contractual Contact: Elaine Files Stewart
Contract & Proposal Specialist
Penn State Outreach
814-863-5433
efs2@psu.edu

Approved By:


David W. Richardson
Associate VP for Research

Additional Comments:

The Pennsylvania State University employs individuals and accepts students and graduate research students from a multitude of national backgrounds. As an entity, the University is subject to, and works diligently to obey, federal regulations regarding the export of controlled technologies and data. Sponsor, as an independent entity, is individually responsible for ascertaining its compliance with federal export laws and procedures. If Sponsor anticipates disclosure or provision of controlled technology or data to University as part of the proposed sponsored project, Sponsor should inform University, in writing, of the existence of, and information concerning the scope and extent of, such anticipated disclosures or provisions.

Please reference OSP Number 138182 in all correspondence.

Sent via: U.S. Mail

SBDC PROPOSAL CHECKLIST

2010

The following items must be submitted via e-mail prior to your telephone appointment.

1. ☒ Budget Justification Form
2. ☒ Miscellaneous Budget Information Form:
List sources and amount of match. Please include totals for each source of match, i.e, each private sector contribution, Ben Franklin funds, Department of Community and Economic Development funds, etc. In addition, there should be a breakdown of in-kind contribution from outside sources and overhead match contributed by universities.
3. ☒ A copy of an updated Negotiated Indirect Cost Agreement
4. ☒ Travel Justification Form
5. ☒ NA List of all equipment to be purchased (based on your host institution's definition)
6. ☒ Personnel Justification Form
7. ☒ Planned Deliverable Accomplishments
8. ☒ Certification of Cash Match and Program Income Form

The items below must be submitted along with the final versions of the financial forms to the SDO by July 27, 2009

9. ☒ Narratives are not required, however, a brief statement of work to summarize the university's and the SBDC's commitment to execute the program in accordance with the SBA program announcement should be included.
10. ☒ Resumes of key personnel who have joined the staff since last year's proposal. These resumes should be updated to include the SBDC position.
11. ☒ Organizational chart
12. ☒ A list of outreach centers and consulting sites. **(This must include the address, phone number & county location of the outreach center/consulting site.)**
13. ☒ List of proposed training events **within the "training topic" areas reported on Form 888.**
14. ☒ Holiday closings
15. ☒ Letters of commitment from university administration (Presidents or Deans).
16. ☒ Completed assurances and certifications signed by an appropriate university official
Please use certification forms provided through links noted in the proposal preparation memo.

Penn State Small Business Development Center

CY 2010

(1/1/2010 – 12/31/2010)

BUDGET INFORMATION

BUDGET JUSTIFICATION - Year 2010
(ESTIMATED COSTS)

Name of SBDC Center: _____

Penn State SBDC

DESCRIPTION	SBA	CASH MATCH	IN-KIND	INDIRECT	TOTAL
A. PERSONNEL (See attached Personnel Justification Sheet)	\$81,038	\$48,913	\$0		\$129,951
Total Salaries and Wages	\$81,038	\$48,913	\$0		\$129,951
B. FRINGE BENEFITS Full-time staff <u>29.9%</u> rate Part-time staff <u>15.9%</u> rate	\$23,774	\$13,711	\$0		\$37,485
Total Fringe Benefits	\$23,774	\$13,711	\$0		\$37,485
C. TRAVEL (See attached Travel Justification Form)	\$2,815	\$1,165	\$0		\$3,980
Total Travel	\$2,815	\$1,165	\$0		\$3,980
D. EQUIPMENT	\$0	\$0	\$0		\$0
Total Equipment	\$0	\$0	\$0		\$0
E. SUPPLIES	\$0	\$0	\$0		\$0
Total Supplies	\$0	\$0	\$0		\$0

Name of SBDC Center: Penn State SBDC

DESCRIPTION	SBA	CASH MATCH	IN-KIND	INDIRECT	TOTAL
F. CONTRACTUAL					
Total Contractual					
G. CONSULTANTS	\$0	\$0	\$0		\$0
Total Consultants	\$0	\$0	\$0		\$0
H. OTHER					
Tuition	\$0	\$19,740	\$0		\$19,740
Duplicating	\$0	\$1,000	\$0		\$1,000
Phones	\$0	\$832	\$0		\$832
Postage	\$0	\$500	\$0		\$500
Professional development and networking fees	\$720	\$0	\$0		\$720
Program management	\$0	\$7,474	\$0		\$7,474
Rent	\$0	\$2,250	\$0		\$2,250
Total Other	\$720	\$31,796	\$0		\$32,516
I. TOTAL DIRECT COST	\$108,347	\$95,585	\$0		\$203,932
J. INDIRECT COSTS	\$8,668			\$21,676	\$30,344
TOTAL BUDGET	\$117,014	\$95,585	\$0	\$21,676	\$234,275

Standard Budget Notes

Fringe Benefits

Fringe benefits are computed using the rates of 29.9% applicable to Category I Salaries, 15.9% applicable to Category II Graduate Assistants, 8.3% applicable to Category III Salaries and Wages and 0.7% applicable to Category IV Student Wages for the current fiscal year - July 1, 2009, through June 30, 2010. If this proposal is funded, the rates quoted above shall, at the time of funding, be subject to adjustment for any period subsequent to June 30, 2010, if superseding Government approved rates have been established. The fringe benefit rates are negotiated and approved by the Office of Naval Research, Penn State's cognizant federal agency.

F&A – Off Campus Instruction/Continuing Education

F&A rates are negotiated and approved by the Office of Naval Research, Penn State's cognizant federal agency. Penn State's current off-campus rate for instruction and continuing education is 21.4% of MTDC from July 1, 2009, to June 30, 2010. New awards and new competitive segments with an effective date of July 1, 2010, or later shall be subject to adjustment when superseding Government approved rates are established. Per OMB Circular A-21, the actual F&A rates used will be fixed at the time of the initial award for the duration of the competitive segment.

Tuition

Computed using the approved tuition charges for a one-half (1/2) time graduate assistant of \$6,580 for fall semester 2009, \$6,580 for spring semester 2010, and \$3,290 for summer session 2010. The charges quoted above are increased by seven (7.0) percent for any project period occurring after summer session 2010, and each summer session thereafter.

Travel

Mileage estimates are based on the travel rate posted on the Penn State travel web site on 7/27/09. All travel will be in accordance with University travel regulations and mileage will be charged at the current rate on the date of travel. Travel estimates are based on costs that were incurred on previous projects of a similar nature for federal and state agencies.

Inflation Factor

In estimating costs for future years, all budget categories except tuition are inflated at the University approved rate of 3.0% per year each July 1.

Miscellaneous Budget Information

Name of Center: **Penn State SBDC**

Fringe Benefit Rates: 0.7% - 29.9%

Negotiated Indirect Cost Rate: 21.4%

Method of Allocation of Indirect Cost Rate
(S&W, MTDC, or S&W&EB Allocation) MTDC

Outside Consultant Hourly Rate: \$35/hr

Faculty Consultant Rate: NA

Graduate Student Rate: \$652/mo for 1/4 time appointment

Other Student Rate: \$8-\$10/hr

In-state Mileage Reimbursement Rate: \$0.55/mile

Sources of Match:

Direct:

University: \$20,779

State: \$74,806

Indirect:

Overhead: \$21,676

In-Kind:*	N/A
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*Please provide documentation from your source of in-kind contribution which would include the dollar amount valuation as well.



DEPARTMENT OF THE NAVY
OFFICE OF NAVAL RESEARCH
875 NORTH RANDOLPH STREET
SUITE 1425
ARLINGTON, VA 22203-1895

IN REPLY REFER TO:

Agreement Date: February 6, 2008

NEGOTIATION AGREEMENT

INSTITUTION: **THE PENNSYLVANIA STATE UNIVERSITY**
UNIVERSITY PARK, PA 16801-3857

The Facilities and Administrative (F&A) cost rates contained herein are for use on grants, contracts and/or other agreements issued or awarded to The Pennsylvania State University (PSU) by all Federal Agencies of the United States of America, in accordance with the cost principles mandated by 2 CFR 220. These rates shall be used for forward pricing and billing purposes for the PSU's Fiscal Years 2008 through 2010. This rate agreement supersedes all previous rate agreements/determinations for Fiscal Years 2008.

Section I: RATES - TYPE: PREDETERMINED (PRED)

UNIVERSITY PARK		RATE On Campus	RATE Off Campus	BASE	APPLICABLE TO/LOCATION
TYPE	FROM TO				
Pred	7/1/07 6/30/08	47.0%	25.1%	(a)	Organized Research (1), All Locations Except ARL ¹ , HCM ² , EOC ³
Pred	7/1/08 6/30/09	47.5%	26.0%	(a)	Organized Research (1), All Locations Except ARL ¹ , HCM ² , EOC ³
Pred	7/1/09 6/30/10	48.0%	26.0%	(a)	Organized Research (1), All Locations Except ARL ¹ , HCM ² , EOC ³
Pred	7/1/07 6/30/08	50.3%	28.4%	(a)	Organized Research (2), All Locations Except ARL ¹ , HCM ² , EOC ³
Pred	7/1/08 6/30/09	51.4%	29.9%	(a)	Organized Research (2), All Locations Except ARL ¹ , HCM ² , EOC ³
Pred	7/1/09 6/30/10	52.5%	30.6%	(a)	Organized Research (2), All Locations Except ARL ¹ , HCM ² , EOC ³

UNIVERSITY PARK

<u>TYPE</u>	<u>FROM</u>	<u>TO</u>	<u>RATE</u>	<u>RATE</u>	<u>BASE</u>	<u>APPLICABLE TO/LOCATION</u>
			<u>On Campus</u>	<u>Off Campus</u>		
Pred	7/1/07	6/30/08	44.0%	21.1%	(a)	Instruction, All Locations Except ARL ¹ , HCM ² , EOC ³
Pred	7/1/08	6/30/09	44.1%	21.3%	(a)	Instruction, All Locations Except ARL ¹ , HCM ² , EOC ³
Pred	7/1/09	6/30/10	44.1%	21.4%	(a)	Instruction, All Locations Except ARL ¹ , HCM ² , EOC ³

¹ Applied Research Laboratory² Hershey College of Medicine³ Electro-Optics CenterAPPLIED RESEARCH LABORATORY

<u>TYPE</u>	<u>FROM</u>	<u>TO</u>	<u>RATE</u>	<u>BASE</u>	<u>APPLICABLE TO/LOCATION</u>
Pred	7/1/07	6/30/08	7.6%	(a)	Organized Research, ARL ¹
Pred	7/1/08	6/30/09	7.6%	(a)	Organized Research, ARL ¹
Pred	7/1/09	6/30/10	7.5%	(a)	Organized Research, ARL ¹

ELECTRO OPTICS CENTER

<u>TYPE</u>	<u>FROM</u>	<u>TO</u>	<u>RATE</u>	<u>BASE</u>	<u>APPLICABLE TO/LOCATION</u>
Pred	7/1/07	6/30/08	4.3%	(a)	Organized Research, EOC ³
Pred	7/1/08	6/30/09	4.2%	(a)	Organized Research, EOC ³
Pred	7/1/09	6/30/10	4.3%	(a)	Organized Research, EOC ³

HERSHEY MEDICAL CENTER

<u>TYPE</u>	<u>FROM</u>	<u>TO</u>	<u>RATE</u>	<u>RATE</u>	<u>BASE</u>	<u>APPLICABLE TO/LOCATION</u>
			<u>On Campus</u>	<u>Off Campus</u>		
Pred	7/1/07	6/30/08	52.1%	26.0%	(a)	Organized Research, HCM ²
Pred	7/1/08	6/30/09	54.1%	26.0%	(a)	Organized Research, HCM ²
Pred	7/1/09	6/30/10	55.1%	26.0%	(a)	Organized Research, HCM ²

DISTRIBUTION BASES

(a) Modified total direct cost (which includes fringe benefits), excludes graduate tuition remission, capital equipment (defined as having a expected life of two years or more and acquisition cost of \$5,000 or more), plant construction, building amortization, the portion of each subgrant and subcontract in excess of \$25,000, and patient care costs.

APPLICABLE TO

- (1) Applies to DOD contracts awarded before November 30, 1993, all Non-DOD Instruments, and all DOD grants (See Section II, paragraph G). (Capped)
- (2) Applies to only DOD contracts awarded on or after November 30, 1993 in accordance with and under the authority of DFARS 231.303(1) (See Section II, paragraph G). (Uncapped)

SECTION II - GENERAL TERMS AND CONDITIONS

A. LIMITATIONS: Use of the rates set forth under Section I is subject to any statutory or administrative limitations and is applicable to a given grant, contract or other agreement only to the extent that funds are available and consistent with any and all limitations of cost clauses or provisions, if any, contained therein. Acceptance of any or all of the rates agreed to herein is predicated upon all the following conditions: (1) that no costs other than those incurred by the grantee/contractor were included in its indirect cost pool as finally accepted and that all such costs are legal obligations of the grantee/contractor and allowable under governing cost principles; (2) that the same costs that have been treated as indirect costs are not claimed as direct costs; (3) that similar types of costs, in like circumstances, have been accorded consistent accounting treatment; (4) that the information provided by the contractor/grantee, which was used as the basis for the acceptance of the rates agreed to herein and expressly relied upon by the Government in negotiating the said rates, is not subsequently found to be materially incomplete or inaccurate and (5) the information provided by the contractor/grantee, which was used as the basis for the acceptance of building depreciation cost in the rates agreed to herein and expressly relied upon by the Government in negotiating the said rates, is not subsequently found to be materially incomplete or inaccurate.

B. ACCOUNTING CHANGES: The rates contained in Section I of this agreement are based on the accounting system in effect at the time this agreement was negotiated. Changes to the method(s) of accounting for costs, which affects the amount of reimbursement resulting from the use of these rates, require the written approval of the authorized representative of the cognizant negotiating agency for the Government prior to implementation of any such changes. Such changes include but are not limited to changes in the charging of a particular type of cost from indirect to direct. Failure to obtain such approval may result in subsequent cost disallowances.

C. PREDETERMINED RATES: The predetermined rates contained in this agreement are not subject to adjustment in accordance with the provisions of 2 CFR 220, subject to the limitations contained in Part A of this section.

D. Carry Forward Amounts: The following carry-forward amounts were considered in the establishment of the FY 2008 through 2010 rates:

Rate Category	Institution Under / (Over) Recovery			
	Unliquidated Balance	Liquidated in:		
		FY 2008	FY 2009	FY 2010
Organized Research – Univ. Park				
On Campus:				
FY 00	(\$491,975)	(\$163,992)	(\$163,992)	(\$163,991)
FY 01	(\$1,016,869)	(\$338,956)	(\$338,956)	(\$338,957)
FY 02	(\$309,038)	(\$103,013)	(\$103,013)	(\$103,012)
Off Campus:				
FY 00	(\$3,134)	(\$3,134)	-	-
FY 01	(\$69,547)	(\$69,547)	-	-
FY 02	(\$3,999)	(\$3,999)	-	-
Instruction – Univ. Park				
On Campus				
FY 00	(\$589,929)	(\$196,643)	(\$196,643)	(\$196,643)
FY 01	(\$1,312,691)	(\$437,564)	(\$437,564)	(\$437,563)
FY 02	(\$281,097)	(\$93,699)	(\$93,699)	(\$93,699)
ARL:				
FY 00	(\$119,577)	(\$39,859)	(\$39,859)	(\$39,859)
FY 01	(\$66,639)	(\$22,213)	(\$22,213)	(\$22,213)
FY 02	(\$14,406)	(\$4,802)	(\$4,802)	(\$4,802)
Hershey College of Medicine				
On Campus				
FY 00	(\$48,806)	(\$16,269)	(\$16,269)	(\$16,268)
FY 01	\$13,857	\$4,619	\$4,619	\$4,619
FY 02	(\$127,035)	(\$42,345)	(\$42,345)	(\$42,345)
Weiss Rsch Ctr Cfwd FY00	(\$57,011)	(\$19,004)	(\$19,004)	(\$19,003)

E. USE BY OTHER FEDERAL AGENCIES: The rates set forth in Section I hereof were negotiated in accordance with and under the authority set forth in 2 CFR 220. Accordingly, such rates shall be applied to the extent provided in such circular to grants and contracts to which 2 CFR 220 is applicable, subject to any limitations in part A of this section. Copies of this document may be provided by either party to other Federal agencies which have or intend to issue or award grants and contracts using these rates or to otherwise provide such agencies with documentary notice of this agreement and its terms and conditions.

F. SPECIAL REMARKS: The rates included in Section I are not intended to be applied to Intergovernmental Personal Act (IPA) costs. If the University, Hershey Medical Center, the Applied Research Lab, or the Electro-Optics Center elects to seek reimbursement of F&A or internal overhead costs associated with IPA agreements, then the University and the Office of Naval Research shall establish special F&A and/or internal overhead rates for IPA agreements in accordance with the provisions of 2 CFR 220.

G. APPLICATION OF INDIRECT COST RATES TO DOD

CONTRACTS/SUBCONTRACTS: In accordance with DFARS 231.303, no limitation (unless waived by the institution) may be placed on the reimbursement of otherwise allowable indirect costs incurred by an institution of higher education under a DOD contract awarded on or after November 30, 1993, unless the same limitation is applied uniformly to all other organizations performing similar work. It has been determined by the Department of Defense that such limitation is not being uniformly applied. Accordingly, the rates cited (2) of Section I, as explained under the title, "APPLICABLE TO" do not reflect the application of the 26% limitation on administrative indirect costs imposed by 2 CFR 220, whereas (1) does so.

PENNSYLVANIA STATE UNIVERSITY:


JOSEPH J. DONCSECZ
Corporate Controller

2/7/08

Date

FOR THE U.S. GOVERNMENT:


DEBORAH K. RAFI
Contracting Officer

2-7-2008

Date

For information concerning this agreement contact:

Brian Kehoe
Office of Naval Research
875 North Randolph Street
Arlington, VA 22203-1995

Phone: (703) 696-7742
E-mail: brian.kehoe@navy.mil

SBDC: Penn State SBDC

SBA + Match Travel Justification

A. In-State Travel

1) Outreach

Mileage Rate	<u>\$0.55</u>	
Estimated total # of miles	<u>1,891</u>	
Total Outreach Travel Cost		<u>\$1,040</u>

2) All travel for Meetings, training, professional development, etc.

Purpose of trips: professional development, SBDC and EMAP team meetings, partnership development

Estimated total # of miles	<u>1,500</u>	x rate =	<u>\$825</u>
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Additional travel expenses, e.g. rental car, food & lodging (total amount only)	<u>\$950</u>
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Total Meetings, Training, etc. travel costs	<u>\$1,775</u>
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Total In-State Travel	<u>\$2,815</u>
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B. Out of State Travel

Please enter the following information for each trip:

Purpose of trip:	<u>None currently planned</u>		
Destination:	<u></u>		
Mode of transportation:	<u></u> estimated cost:	<u></u> x <u></u> (# of travelers)	<u>\$0</u>
Estimated Lodging/Meals	<u></u>	<u></u> x <u></u> (# of travelers)	<u>\$0</u>
Subtotal of costs:			<u>\$0</u>

Purpose of trip:	<u></u>		
Destination:	<u></u>		
Mode of transportation:	<u></u> estimated cost:	<u>\$0</u> x <u></u> (# of travelers)	<u>\$0</u>
Estimated Lodging/Meals	<u></u>	<u>\$0</u> x <u></u> (# of travelers)	<u>\$0</u>
Subtotal of costs:			<u>\$0</u>

Purpose of trip:	<u></u>		
Destination:	<u></u>		
Mode of transportation:	<u></u> estimated cost:	<u>\$0</u> x <u></u> (# of travelers)	<u>\$0</u>
Estimated Lodging/Meals	<u></u>	<u>\$0</u> x <u></u> (# of travelers)	<u>\$0</u>
Subtotal of costs:			<u>\$0</u>

Total Out of State Travel	<u>\$0</u>
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TOTAL TRAVEL (Includes SBA and Direct Match Travel Expenses)	<u>\$2,815</u>
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PERSONNEL JUSTIFICATION

NAME AND POSITION TITLE	FEDERAL SHARE	MATCH	ANNUAL SALARY RATE	NO. MOS. BUDGETED	% TIME	TOTAL AMOUNT REQUIRED
	(1)	(2)	(3)	(4)	(5)	(6)
Heather Fennessey, P.E., CEA - Penn State SBDC Director, EMAP Consultant	\$16,020	\$13,318	\$76,960	12	38%	\$29,338
Senior Business Consultant	\$19,840	\$13,228	\$54,212	12	61%	\$33,067
Denise Bechdel, CEA, REM, REPA - Environmental Consultant	\$22,938	\$12,995	\$53,260	12	67%	\$35,933
Administrative Assistant and Educational Programming Coordinator	\$18,977	\$2,846	\$34,994	12	62%	\$21,823
Graduate Students (effort varies among students and is dependent on time of year) - #0-3	\$3,263	\$6,526	\$6,525			\$9,789
TOTAL COST	\$81,038	\$48,913				\$129,950

EFFECTIVE DATE: 21-Jul-09

PLANNED MILESTONE ACCOMPLISHMENTS

SBDC: Penn State SBDC

1 RESEARCH PROJECTS: (List names of proposed or ongoing research projects, if applicable).

Name of Project	Duration of Project	Project Cost	Benefit to Local Small Business Community (describe)
N/A			

2 PUBLICATIONS TO BE DEVELOPED: (If applicable)

Name of Publications(s)	Distribution of Publication(s)
N/A	

3 SBDC PROGRAM CONTRIBUTIONS (NON-SBA)

A.	Private sector:	\$0	Overhead*	\$21,676
	(List amount and source)		Direct**	\$20,779
			C. Academic sector:	\$42,455
B.	State:	\$74,806	D. Other:	\$0
	(Line item or other)		(List amount and source)	

*Please include the university waived overhead noted as indirect match in budget on this line.

**Please include the university cash contribution noted as direct match in budget on this line. Part C. Academic sector is the sum of overhead & direct contributed by the university.

CENTER: Penn State

CY 2010 PLANNED DELIVERABLE ACCOMPLISHMENTS

	CORE SERVICES						SPECIALIZED SERVICES						Total	
	Minimum		Planned		EMAP		Engineering		International		Minimum		Planned	
	Minimum	Planned	Minimum	Planned	Minimum	Planned	Minimum	Planned	Minimum	Planned	Minimum	Planned	Minimum	Planned
Clients	268	268	62	65							330	333		
Consulting Hours	2,885	2885	910	910							3,795	3,795		
Educational Programs	12	15	2	2							14	17		
Educational Program Attendees											0	0		
Capital Formation	\$3,090,411	3,090,411									\$3,090,411	3,090,411		
Business Started														
Businesses Purchased	103	103									103	103		
Decided Not to Start a Business														
Sales Increased	\$4,120,077	4,120,077									\$4,120,077	4,120,077		
Jobs Retained	107	107	83	83							190	190		
Client Support Letters/I&O Forms	103	103									103	103		
Products Brought to Market											0	0		
Patent Searches											0	0		
Prototypes Developed											0	0		
On-Site Assessments			25	25							25	25		
EMAP Project Funding Packages			10	10							10	10		
Cost Savings			\$41,500	41,500							\$41,500	41,500		
REN Referrals											0	0		
Change in Export Sales											\$0	0		

RESEARCH PROJECTS:

(List names of proposed or ongoing research projects, if applicable).

Name of Project	Duration of Project	Project Cost	Benefit to Local Small Business Community (describe)
N/A			

PUBLICATIONS TO BE DEVELOPED:

(If applicable)

Name of Publications(s)	Distribution of Publication(s)

N/A

SBDC PROGRAM CONTRIBUTIONS (NON-SBA)

A.	Private sector:		\$0
	(List amount and source)		
B.	State:	\$74,806	
	(Line item or other)		
C.	Overhead	\$21,676	
	Direct	\$20,779	
D.	Academic sector:		\$42,455
	(List amount and source)		
D.	Other:		\$0
	(List amount and source)		

SMALL BUSINESS DEVELOPMENT CENTER PROGRAM

CERTIFICATION OF CASH MATCH & PROGRAM INCOME

Funding Cycle: 1/1/2010 - 12/31/2010

Center Name <i>Penn State SBDC</i>	Loc. Code I.D. No. <i>24-6000376</i>	Telephone No. <i>814-863-4293</i>
Street Address <i>The 329 Building Suite 417</i>	City <i>University Park</i> State <i>PA</i>	County <i>Centre</i> Zip Code <i>16802</i>

CASH MATCH

As the duly authorized Officer/Representative of the State sponsored Small Business Development Center described above, I hereby certify that the SBDC program budget for the funding cycle indicated above contains actual cash dollars in the amount of \$95,585 from sources other than the Federal Government. I further certify that the SBDC budget is under the direct control of the SBDC Director.

PROGRAM INCOME

CURRENT BALANCE \$0

(CY Balance as of 6/30/2009) *

SIGNED: *David W. Richardson*
Authorized/Representative/Officer

TITLE: Associate VP for Research

DATE: 7/27/2009

Remarks:

EFFECTIVE: 8/1/85

*Estimated program income account balance as of June 30 of current calendar year.

Penn State Small Business Development Center

CY 2010

(1/1/2010 – 12/31/2010)

MISCELLANEOUS



Small Business Development Center

Penn State

Helping businesses start, grow, and prosper.

The Pennsylvania State University
The 329 Building, Suite 417
University Park PA 16802-7013

Phone: 814-863-4293

Fax: 814-865-6667

E-mail: sbdc@psu.edu

Web: <http://www.sbdc.psu.edu>

July 22, 2009

Christian Conroy, Director
Pennsylvania Small Business Development Centers
University of Pennsylvania
3819-33 Chestnut Street, Suite 325
Philadelphia, PA 19104-3238

Re: Letter of Commitment to Fulfill Obligations
Penn State Small Business Development Center (SBDC)

Christian,

This letter demonstrates the commitment of the Penn State Small Business Development Center (SBDC) to fulfill the allocated obligations of the 2010 Program Announcements for the Renewal of the Cooperative Agreement for Current Recipient Organizations of SBA OSBDC funding. The program at the Penn State SBDC will be executed in accordance with the SBA program announcement and the PASBDC Policies and Procedures Manual.

The enclosed "Planned Deliverable Accomplishments" outlines the number of clients consulting hours, number of seminars, and impacts that our Center plans for 2010.

Sincerely,

Heather Fennessey, P.E.
Director, Penn State SBDC

PENNSTATE



PENNSTATE



Office of Economic and Workforce Development
The Pennsylvania State University
The 329 Building, Suite 416B
University Park, PA 16802

PHONE: (814) 863-6033
FAX: (814) 865-3589
ASSISTANT: (814) 863-2561

July 21, 2009

Christian Conroy, Director
Pennsylvania Small Business Development Centers
University of Pennsylvania
3819-33 Chestnut Street, Suite 325
Philadelphia, PA 19104-3238

Re: Letter of Commitment
Penn State Small Business Development Center (SBDC)

Christian,

This letter demonstrates the commitment of The Pennsylvania State University and the Office of Economic and Workforce Development to the work of the Penn State Small Business Development Center and its assistance to the University of Pennsylvania to fulfill the obligations of the 2009 and 2010 Program Announcements for the Renewal of the Cooperative Agreement for Current Recipient Organizations of SBA OSBDC funding.

The Penn State Small Business Development Center's mission and the Pennsylvania Small Business Development Center's mission align with the mission of the Penn State Office of Economic and Workforce Development, which is a part of Penn State Outreach.

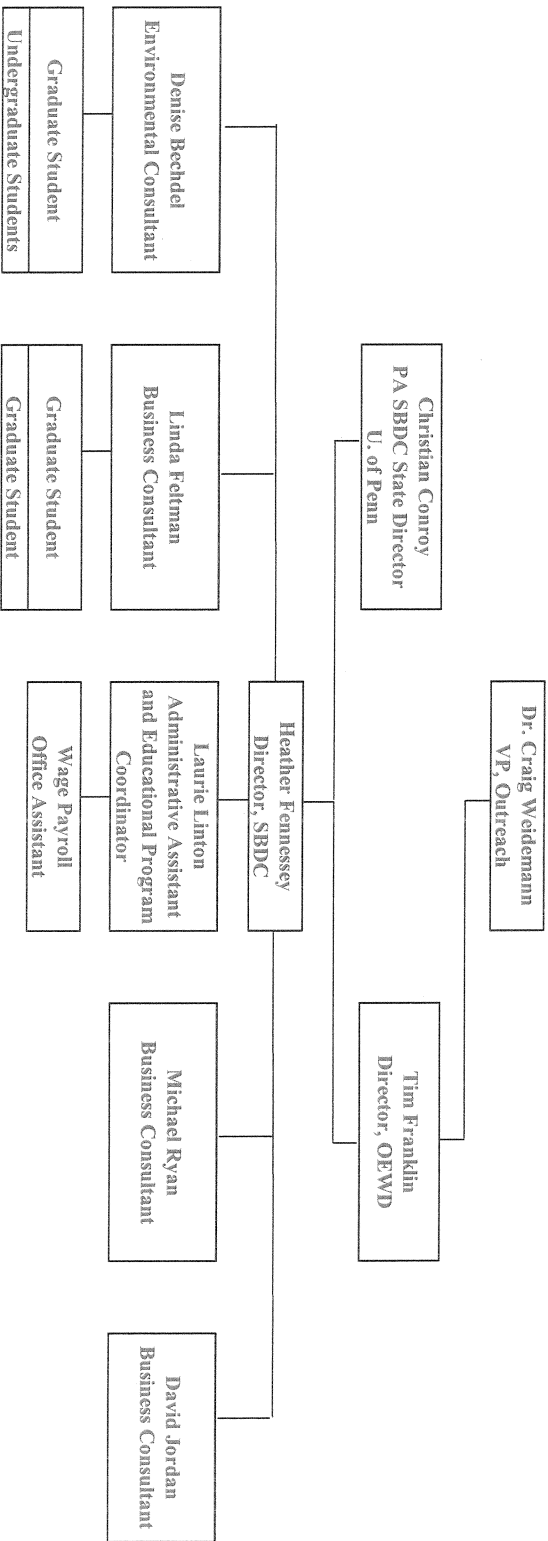
Sincerely,

Tim Franklin, Ph.D.

Director, Office of Economic and Workforce Development

Penn State SBDC
Organizational Chart

7/21/2009



Penn State SBDC Outreach Locations

As of July 21, 2009

Main Office

The 329 Building, Suite 417

University Park, PA 16802

(814) 863-4293

Centre County

Outreach Location

Penn State Learning Center

152 East Market Street, Suite 100

Lewistown, PA 17044

Phone: 717-247-1280

Mifflin County

Penn State SBDC Seminars CY 2010

Training Topic	Title	Number of Seminars
Pre-Business Start-up	The First Step of Starting a Business	8
The Business Planning Process	The Second Step of Starting a Business	3
Marketing	Using the Internet to Market Your business	1
Government Contracting	Doing Business with the Commonwealth	1
Recordkeeping, Accounting and Taxes	QuickBooks	1
Recordkeeping, Accounting and Taxes	Cash Flow	1
	Total Seminars	15

PENNS^TATE



Office of Human Resources

The Pennsylvania State University
510 James M. Elliott Building
University Park, PA 16802

Staff Employee Handbook

The Staff Employee Handbook was last updated on February 5, 2009.
Questions or Comments send e-mail to: [Danielle Fritchman](#)



Employees referenced under the "NOTE" in the Sick Leave section will continue on their former Sickness and Accident Supplement plan.

F. ABSENCE FOR ON-THE-JOB INJURY

If an employee is absent from work as a result of an injury or illness compensable under the Workers' Compensation Act, Occupational Disease Act, or similar legislation, the following conditions apply:

1. The employee has the option to request a leave of absence without pay or to charge the absence to his/her accumulated sick leave (or, if sick leave has been expended, accumulated vacation, personal holiday, service days, or holiday compensatory time off). An employee electing to use such paid time off shall be charged one-third (1/3) of a day for each workday of absence and shall continue to receive full salary.
2. If all paid time off is exhausted, the employee shall be granted a leave of absence without pay.
3. Leave of absence without pay shall not exceed twenty-four (24) months.
4. Any workers' compensation insurance checks the employee may receive while receiving full salary shall be endorsed and returned to the University. The employee shall retain any workers' compensation insurance checks received while on leave of absence without pay.
5. The employee's contribution for all group healthcare and insurance coverage in which enrolled shall be paid by the University, if the employee is on leave of absence without pay following an on-the-job injury, provided the employee continues to receive Workers' Compensation insurance payments.

For more information, see the section on Workers' Compensation Insurance.

G. HOLIDAYS

Each holiday established by the University is intended to give an employee on a 100% FTE appointment the benefit of eight hours of paid time off.

1. The following twelve (12) days are established as holidays:

New Year's Day

Labor Day

Memorial Day

Thanksgiving Day

Independence Day

December 25 and five additional days in December *

A Personal Holiday

When December 25 comes the six holidays are:
on these days—

Sunday Dec. 25, 26, 27, 28, 29, 30

Monday Dec. 22, 25, 26, 27, 28, 29

Tuesday Dec. 24, 25, 26, 27, 28, 31

Wednesday Dec. 23, 24, 25, 26, 27, 30

Thursday Dec. 24, 25, 26, 29, 30, 31

Friday Dec. 24, 25, 28, 29, 30, 31

Saturday Dec. 23, 24, 25, 27, 28, 29

2. The following are exceptions to the holiday provisions cited above:
 - a. See HR88 for holiday provisions for less than 100% FTE appointments.
 - b. Some areas substitute service days in lieu of some of the holidays listed above.
 - c. A newly hired employee commencing employment in a standing or fixed-term I position during December shall receive only the December 25th holiday and the New Year's Day holiday, but shall not receive paid time off for the additional University holidays in December during that first December holiday period. If such employee is required to work on any of the additional University holidays occurring that December, the employee shall receive his or her regular pay for such day, but shall not be granted holiday compensatory time off for the number of hours worked on the day. However, such employee commencing employment in a standing or fixed-term I position who already had qualified for holiday pay as an employee in a wage payroll or fixed-term II position in accordance with HR5, shall receive pay for all of the University holidays, provided there is no break in service between the appointments.
3. One personal holiday is earned each calendar year on January 1. A new employee in the first year of employment earns a personal holiday for that year after completing two months of employment. The personal holiday is scheduled in the same way in which vacation is scheduled. If not used, the personal holiday shall be carried over into the next calendar year but not thereafter.

4. A nonexempt staff employee required to work a regularly scheduled work day on an official University holiday shall receive his or her regular pay for the holiday and shall be granted holiday compensatory time off at the rate of double time for the number of hours worked on the holiday, up to the number of hours normally worked by the employee on that day. At the option of the employee, the employee may receive the cash equivalent of 1/2 of compensatory time off earned on a holiday. Such payment shall be calculated using the employee's regular rate of pay. The option to receive such payment must be made within one calendar week following the holiday or holiday period. Holiday compensatory time off not converted to the cash equivalent shall be used for absences where vacation accumulation would be used, before such absences are charged against vacation accumulation.

Time worked on a holiday in excess of the employee's normal daily hours shall be paid at two times the employee's regular rate of pay. Holiday compensatory time off shall not be earned for such additional hours worked.

If a holiday should fall on a day not normally scheduled as a work day for an employee:

- a. The employee shall be granted eight hours of holiday compensatory time (see HR88 for positions that are less than 100% FTE). Such equivalent time off shall be granted whether or not the employee works on the holiday and shall be used for absences where vacation accumulation would be used, before such absences are charged against vacation.
 - b. If the employee is required to work on such day, the employee also shall be paid at the rate of two times the employee's regular rate of pay for the hours worked, but shall not be granted additional holiday compensatory time off for such hours worked.
5. An exempt staff employee required to work on a regularly scheduled work day on an official University holiday shall receive his or her regular pay for the holiday and shall be granted holiday compensatory time off at the rate of double time for the number of hours worked on the holiday. At the option of the employee, the employee may receive the cash equivalent at the employee's regular rate of pay for 1/2 of the compensatory time off earned on a holiday, not to exceed a normal day's gross pay for the employee. The option to receive such payment must be made within one calendar week following the holiday or holiday period. Holiday compensatory time off not converted to the cash equivalent shall be used for absences where vacation accumulation would be used, before such absences are charged against vacation accumulation.

If a holiday should fall on a day not normally scheduled as a work day for an employee:

- a. The employee shall be granted eight hours of holiday compensatory time (see HR88 for positions that are less than 100% FTE). Such equivalent time off shall

be granted whether or not the employee works on the holiday and shall be used for absences where vacation accumulation would be used, before such absences are charged against vacation accumulation.

- b. If the employee is required to work on such day, the employee also shall be granted additional holiday compensatory time off at the rate of double time for the number of hours worked on the holiday. At the option of the employee, the employee may receive the cash equivalent at the employee's regular rate of pay for 1/2 of such additional holiday compensatory time off earned, not to exceed a normal day's gross pay for the employee. The option to receive such payment must be made within one calendar week following the holiday or holiday period. Such holiday compensatory time off not converted to the cash equivalent shall be used for absences where vacation accumulation would be used, before such absences are charged against vacation accumulation.
6. If a holiday occurs during the vacation or sick leave of an employee, it shall not be charged as a day of vacation or sick leave.
7. An employee on no-pay status is not paid for holidays that occur during the absence.
8. If a holiday listed above (other than December 25) occurs on a Sunday, the University shall observe it officially on the following Monday.
9. The final date of pay status for an employee who indicates an intent to resign at a time near the December/New Year's holiday is determined in accordance with HRG14.

H. OTHER PAID TIME OFF

Paid time off, other than sick leave, vacation, or holidays, includes:

1. Death in Family

Absence from work because of death in an employee's family shall be allowed with full pay on the following basis, provided the employee attends the funeral:

- a. For an employee's partner, brother or sister, (including half-brother or half-sister); or for an employee's or an employee's partner's parent (including step parent, guardian or foster parent), child or stepchild, grandchild, son-in-law, daughter-in-law, up to 32 hours within a seven (7) consecutive day period commencing with the date of death, provided such amount of leave is required. A guardian as used in this section shall mean a person who raised the employee and served in place of the parent for a substantial portion of the employee's minority life.

Penn State Small Business Development Center

CY 2010

(1/1/2010 – 12/31/2010)

RESUMES

HEATHER E. FENNESSEY, P.E.

107 Dunkirk Drive
Warriors Mark, PA 16877
(814) 692-4322 / (814) 441-9230

CERTIFICATIONS

- Professional Engineering License. Environmental Engineering. Pennsylvania. 2000 to present.
- Certified Energy Auditor. Association of Energy Engineers. 2009 to present.

EDUCATION

Penn State University – Master of Science in Energy and Mineral Engineering with an Option in Environmental Health and Safety Engineering. *In progress; initiated coursework in January 2008. Graduation expected in 2011. Research will focus on small business safety issues.*

Penn State University – Bachelor of Science in Chemical Engineering, with a Minor in Environmental Engineering and a Focus on Polymer Science. 1993.

Various conferences, seminars, and webinars from 2001-2009 – Annual professional development in topics such as leadership, small business issues, energy efficiency, renewable energy, environmental compliance, waste minimization, OSHA compliance, and diversity. Approximately 70 to 80 hours per year.

PROFESSIONAL EXPERIENCE

Director

2/09 – present

Penn State University
Small Business Development Center
University Park, PA

Strategically direct and manage the activities of the Penn State Small Business Development Center (SBDC) as part of the PASBDC network and as part of Penn State, following and enforcing all prescribed procedures and policies. Develop relationships and collaborate with other Penn State departments, economic development organizations, banks, and other professionals in the communities of Centre and Mifflin Counties that provide (1) business/entrepreneurial assistance and (2) energy and environment assistance for the purpose of supporting the mission of the PASBDC and Penn State and supporting needs of the Commonwealth of Pennsylvania.

Manage SBDC funding, seek out additional funding sources, and meet contract requirements. Operate the SBDC within the budget constraints. Recruit, supervise, and manage employees and students working for the SBDC. Ensure that required business seminars are held within each calendar year. Implement regional marketing strategies.

Interim Director

9/08 – 2/09

Penn State University
Small Business Development Center
University Park, PA

Developed a transition plan with the former Director to ensure seamless assistance to small business clients. Directed and managed Penn State SBDC activities in accordance with PASBDC policies and procedures. Participated in staff search committees. Participated in focus groups, including the SBDC Professional Development committee and the Recession

Response workgroup. Administered program budget, including approving forms in IBIS. Responsible for managing three full-time staff, two part-time staff, and four graduate and undergraduate students.

Regional Environmental Consultant

1/01 – 11/02 Full-time
11/02 – 8/04 Part-time (wage payroll)
9/04 – present

Penn State University
Small Business Development Center
University Park, PA

Established the Environmental Management Assistance Program (www.askemap.org) for six SBDCs, comprising a 19-county territory in central Pennsylvania. Primary responsibility is providing confidential environmental compliance, health and safety compliance, pollution prevention, energy efficiency, and energy technology development assistance to start-up and existing small businesses. Assisted more than 300 manufacturers, retailers, service organizations, and other businesses to date. Four clients were national Energy Star® for Small Business award winners between 2006 and 2008. Presented with associated Energy Star® for Small Business Collaborator awards.

Implemented a regional marketing program and developed effective partnerships with regulatory agencies, the economic development and lending community, and other service providers. Meet regularly with local legislators to discuss success stories and program impact to ensure continuance of funding. Develop, coordinate, and present at workshops that cover a myriad of environmental, health, and safety issues relevant to small business owners. Participate in various committees, such as the Data Integrity workgroup to reduce Environmental Specialists' administrative burden. Participate in Penn State SBDC and EMAP strategic planning. Administer program budget. Recruit and supervise undergraduate and graduate students. Assist with recruiting and mentoring Environmental Specialists at other universities, as needed.

Chemical/Environmental Engineer
6/93 – 12/00

MTS Technologies, Inc.
Johnstown, PA

Consultant for the National Defense Center for Environmental Excellence (NDCEE), which is operated by Concurrent Technologies Corporation (CTC). Provided technical and business management support for pollution prevention, waste management, and remediation projects.

Developed the Joint Group on Pollution Prevention (JG-PP) Cost Benefit Analysis Methodology to measure the financial viability of pollution projects prior to project start, to compare alternative technologies, and to document the results of the projects. Validated the Cost Benefit Analysis Methodology by performing cost studies at facilities such as Ogden Air Logistics Center, UT; Warner Robins Air Logistics Center, GA; Norfolk Naval Shipyard, VA; and Lockheed Martin Electronic & Missiles Company, Orlando, FL.

Lead Site Coordinator for JG-PP and JG-PP/Environmental Security Technology Certification Program (ESTCP) projects, which focused on reducing or eliminating hazardous materials from specific processes. Identified and prioritized alternatives for pollution prevention opportunities. By working with stakeholders such as Program/Single Managers responsible for affected defense systems, defined and documented validation requirements of current and alternative technologies. Managed contracts, administered budgets, and assisted in execution of validation testing. Primary interface with stakeholders

to ensure project goals were being met and information was transferred within the project and throughout the military, NASA, and industry.

Researched and implemented various pollution prevention, waste management, and remediation technologies for the NDCEE. *Pollution prevention* topics included alternatives to chromium and cadmium electroplating; alternatives to ozone depleting compounds in cleaning and coating removal applications; scrap tire reuse and energy recovery; eliminating ink stenciling on electronic components; and many additional topics concerning surface finishing. Wrote technical reports on the proposed alternative technologies, such as ion vapor deposition, powder coating, autodeposition, and chemical stripping. Performed Pollution Prevention Assessments at the Federal Center in Battle Creek, Michigan and at several Naval bases in Norfolk, Virginia.

Researched *waste treatment* technologies including diffusion dialysis, electrodialysis, electrowinning, evaporation, ion exchange, membrane filtration, ozonation, and reverse osmosis. Investigated and presented information on vapor, groundwater, and soil *remediation* treatment technologies. Performed remediation surveys for Naval Facilities Engineering Command to collect design information and compiled into a design document.

Environmental Engineer/Cooperative Education Position
5/92 – 8/92

Bayer
Baytown, TX

Operated various wastewater treatment equipment, including carbon adsorption units and a filter cake press. Assisted with the installation of a lime slurry system and created start-up and operating procedures. Identified solutions to process problems by trouble-shooting and performing laboratory studies. Measured economic and technical feasibility for mixing a waste salt with the wastewater for treatment.

Environmental Engineer/Cooperative Education Position
8/91 – 1/92

Bayer
Pittsburgh, PA

Completed and submitted two air permits and one water permit to Texas governmental authorities. Presented trends from monitoring wells that proved that permit renewal was not necessary for a particular site. Targeted potential reductions in solid waste and hazardous waste throughout the corporation. Assisted with the collecting information for a Superfund site. Downloaded the Federal Register weekly and distributed relevant information to appropriate personnel.

Process Engineer/Cooperative Education Position
8/90 – 1/91

Bayer
Pittsburgh, PA

Sized equipment and piping, predicted future utility requirements, and optimized several process designs such as cooling towers for modifying a chemical plant. Introduced pinch technology for reducing energy consumption and presented the economic feasibility of this technology. Developed a program that described two-phase flow in pipes. Analyzed several process programs and compiled training manuals for each.

Laurie Linton
123 Ridge Avenue • Centre Hall, PA 16823
814.364.9883 • cell 814.574.1643 • lxl182@psu.edu

AREA OF EXPERTISE

- Managed multiple projects in a fast-paced work environment
- Organized, prioritized, attend to details and completion of projects
- Self-directed, personable and highly energetic
- Customer service-oriented with ability to develop and maintain a strong network of client relationships
- Well versed in computer applications: Microsoft Office, Webcats, Mac - QuarkXpress, Illustrator and Photoshop
- Strong prepress knowledge and design skills

PROFESSIONAL EXPERIENCE

Penn State Small Business Development Centre, June 2008 – present

- Responsible for providing administrative support
- Working knowledge of client databases and Oracle calendar
- Coordinate seminars
- Updated and organized marketing materials
- Design brochures and logos for small business
- Provide electronic marketing materials via the internet
- Research and compile marketing data
- Provide information to clients
- Process incoming and outgoing mail
- Process ERS and IBIS financial

Lifestyle Assistant, April 2006 – present (Self Employed)

- Designed and maintain database for tax records
- Employed QuickBooks for business purposes
- Investigate and research online marketing options
- Maintained client files
- Coordination of events
- Design brochures and marketing material
- Personal assistant including interior design, home improvement, painting, lawn and garden care

Centre Daily Times 1992-2001; 2004-2006

Account Executive, Centre Daily Times 1999-2001; 2004 – 2006

- Managed sales territory - \$360,000 a year in revenue
- Generated new business and maximized existing accounts
- Assisted in growth of clients' business
- Surpassed monthly and yearly sales goals
- Awarded sales person of the month five times

Advertising Team Manager, Centre Daily Times 1997-1999

- Supervised four advertising account executives, one ad assistant and twelve designers
- Conceptualized and coordinated special projects, including organization and motivation of the sales team
- Responsible for hiring and training employees
- Analyzed revenue and marketing trends as a member of the advertising revenue budget team - 1.8 Million dollar budget

- Approved team expenses, determined salary and pay increases for team
- Provided cost justification for new computer and software for graphic department, Awarded and managed \$15,000 capital expense

Graphic Designer, *Centre Daily Times* 1992-1997

- Created advertising campaigns, designed booklets, tabloid covers, t-shirt designs, logos and letter head packages.

Marketing Coordinator, *SPE Federal Credit Union* 2001-2003

- Created comprehensive marketing communications — designed and implemented press work, print, radio, tradeshow, website, and special events presentations to achieve marketing objectives
- Translated technical information into compelling business-to-business marketing material
- Related marketing message to customer's needs and technical competencies

COMMUNITY ACTIVITIES

- United Way: Planning committee member for the 2002 "Chef's on Stage" event. Achieved revenue goals
- CBICC: Coordinator/Host of the 2002 "SPE Federal Credit Union After Hours" event.
- Clearwater Conservancy: Logo and sign design for the Boalsburg Military Museum project in 2002
- Wedding planner and designer 2002
- The AIDS project: Planning committee member of the 1999 and 2002 "Red Ribbon Walk" event. Achieved revenue goals
- Centre Daily Times: Organizer of the 1997 and 1998 "Grange Fair Sales Kick-Off" event and manager of all event marketing materials. Achieved revenue goals
- Centre Daily Times: Organizer of the 1997 and 1998 "Christmas Guides Kick Off" sales event and manager of all event marketing materials. Achieved revenue goals

EDUCATION

Pennsylvania College of Technology - Williamsport, PA
Advertising/Marketing Design - Associate Degree, 1989

Elkart Area Career Centre - Elkart, IN
Commercial Design - Two-year Certificate, 1985

REFERENCE

Donna Holmes, M&T Bank
814-880-2046 or daholmes@mtb.com

Barbara McNitt, Teacher, Mifflin County School District
814-364-9640 or bjmcnitt@msn.com

Nancy Noll, The Queen, A Victorian Bed and Breakfast
814-355-7946 or thequeenbnb@psualum.com

Michele Guisewite/Plumbo
215.218.8651 or mcplumbo@gmail.com

Penn State Small Business Development Center

CY 2010

(1/1/2010 – 12/31/2010)

CERTIFICATIONS & ASSURANCES

Certification Regarding Drug-Free Workplace Requirements

- A. The grantee certifies that it will provide a drug-free workplace by:
- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - (b) Establishing an ongoing drug-free awareness program to inform employees about - -
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will - -
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer in writing of his/her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - (e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d) (2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
 - (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d) (2), with respect to any employee who is so convicted - -

- (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
 - (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).
- B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Small Business Development Center (SBDC)

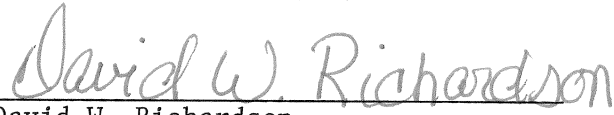
The Pennsylvania State University

The 329 Building, Suite 417

University Park, PA 16802

Applicant Organization: The Pennsylvania State University

Date Submitted: 07/27/2009


David W. Richardson
Associate VP for Research

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL <i>David W. Richardson</i>		TITLE Associate VP for Research
APPLICANT ORGANIZATION The Pennsylvania State University		DATE SUBMITTED July 27, 2009



**Certification Regarding
Debarment, Suspension, and Other Responsibility Matters
Primary Covered Transactions**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 13 CFR Part 145. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211). Copies of the regulations are available from local offices of the U.S. Small Business Administration.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

- (1) The prospective primary participant certifies to the best of its knowledge and belief that it and its principals:
- (a) Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective primary participant shall attach an explanation to this proposal.

Name of SBDC Applicant The Pennsylvania State University/Penn State Small Business Development Center

Date 07/27/2009

Name and Title: David W. Richardson
David W. Richardson, Associate VP for Research





U.S. SMALL BUSINESS ADMINISTRATION
CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature David W. Richardson

Date: 07/27/2009

Name and Title: David W. Richardson, Associate VP for Research



U.S. SMALL BUSINESS ADMINISTRATION
Grant / Cooperative Agreement
Cost Sharing Proposal

1. NAME OF GRANTING AGENCY

US Small Business Administration

2. GRANT / CA NO.

3. ADDRESS OF APPLICANT ORGANIZATION

409 3rd Street, SW
Washington, DC 20416

4. PROJECT PERIOD ¹

From: 01/01/2010

To: 12/31/2010

5. TITLE OF PROJECT

Penn State Small Business Development Center

6.

(Name of Applicant Organization)

The Pennsylvania State University

proposes to share

in the cost of this project during the project period specified above (or any subsequent revision of that project period) to the minimum extent of 50 percent of the total allowable costs of the project.² It is understood that if the project period consists of more than one budget period, this minimum percentage will apply to the project period as a whole, but not necessarily to each budget period.

David W. Richardson

7. SIGNATURE AND TITLE OF AUTHORIZED GRANTEE OFFICIAL

8. DATE

07/27/09

David W. Richardson, Associate Vice President for Research

¹ The project period includes the initial budget period and the budget period(s) of any non-competing continuation grant(s).

² Total allowable costs of the project includes both costs charged to the Federal grant funds and costs contributed by the grantee organization, and will be determined in accordance with the cost principles designated by the granting agency.

