

December 17, 2012

Federal Communications Commission
Office of the Secretary
445 12th Street, SW
Room TW-A325
Washington, DC 20554

Appeal – CC Docket Nos. 96-45 and 02-6

USAC Appeal Decision Date: October 19, 2012
Form 471 Number: 786410, 786476
Form 486 Numbers: 897258, 897260
Funding Year: 2010-2011
Billed Entity Name: Detroit Public Library
BEN: 130943
FRNs: 2078231, 2078390
Service Provider: Merit Network Inc.
SPINs: 143004331

Contact Person: Victor Ibegbu
Acting Director for Information Technology, Detroit Public Library
Phone: 313-481-1349
E-mail: vibegbu@detroitpubliclibrary.org

Decision being appealed: Detroit Public Library (DPL) is appealing two Form 486 Rejection Letters dated October 19, 2012. Both of our Form 486's were rejected for the reason shown below:

Form 486 Rejection Explanation:
The technology plan approval submitted to USAC is dated after the end of the funding year of the Form 486 application under review.

Background

We are presenting no new evidence here. We are simply escalating our original arguments to the FCC Appeal level. We understand and support the SLD's requirements for a Technology Plan as part of the E-Rate requirements. DPL did have a Technology Plan in place that satisfied all SLD requirements. Through a series of mis-communications, the plan was not submitted for State approval within the required timeframe and hence the SLD has rejected our Form 486's. We are restating our defense below and have included the relevant documents as part of this appeal.

Summary of Appeal

Our original Form 471 application went through a successful Selective Review process in 2010 that included an examination of our Technology Plan (see Att 3- SRIR Review response). Following approval of our 471 application, we submitted our Form 486s. The excerpt below is from our response to the SLD's review of those Form 486s (see Att 4- DPL response to SLD dated 07-27-12). We believe that the excerpt below explains our position and the circumstances that resulted in our current situation:

Detroit Public Library Response: Attached you will find a communication from Ms. Carol Underriner, an E-Rate consultant, to SLD Selective Reviewer, Mr. Kenneth Solomon. Included in that email dated May 20, 2010, is a copy of our technology plan for the period July 1, 2010 through June 30, 2013. As I indicated to you in my email of July 11, there were several different people involved in the E-Rate process during that time for the Detroit Public Library. At the request of Ms. Underriner, we sent the technology plan for July 1, 2010 through June 30, 2013 to her for inclusion in the Selective Review response. We believed that the consultant was also going to be providing the technology plan to the Library of Michigan for review and approval after completion of gathering the documentation for the Selective Review.

Unfortunately, the consultant believed that we would be sending the technology plan to the Library of Michigan for review and approval. Since both parties believed the other would be sending the technology plan to the Library of Michigan for approval, that transmittal did not take place. Therefore, the Library of Michigan (the certified tech plan approver) did not receive our technology plan before the beginning of the Funding Year. However, the attached communication to the Selective Review Team proves that the technology plan existed prior to the start of service and in sufficient time for the Library of Michigan to have reviewed and approved it had they received it in that same timeframe.

We have also attached an attestation from the Library of Michigan stating that had they received the attached technology plan, they would have approved that plan for Funding Year 2010-the year that is the subject of your inquiry.

We hope that this additional information and proof that both the technology plan existed, and that it would have been approved by the Library of Michigan had they received it, will be sufficient for your review. This was simply a matter of miscommunication between us and the E-Rate Consultant. We firmly believed we had taken all of the necessary steps to ensure compliance with the requirements.

The attestation referred to in the above paragraph is also included here as Att 5.

Request

We ask the Commission to consider that our intentions and actions demonstrate that we understand and have complied with the spirit of the E-Rate program because our Technology Plan was written prior to our 471 Application and would have been approved if submitted to the State in a timely manner. We are asking that this be treated as a ministerial error on our part and we request that our Form 486 be approved so that we can recoup the funds already spent by the library for these eligible services.

The rejection of these Form 486's represent an ongoing out-of-pocket cost to the library. The denial of these funds will severely impact the library's finances and ability to deliver new technology services to our patrons.

We appreciate your time and consideration.

Sincerely,

(submitted electronically via ECFS)

Victor Ibegbu
Acting Director for Information Technology, Detroit Public Library
Phone: 313-481-1349
E-mail: vibegbu@detroitpubliclibrary.org

Attachments below:

- Att 1 - DPL 486 2010 Rejection #897258 dated 10-19-12*
- Att 2 - DPL 486 2010 Rejection #897260 dated 10-19-12*
- Att 3 - DPL Response to SLD regarding 486/Tech Plan dated 07-27-12*
- Att 4 - Technology Plan Attestation from MI State Librarian dated 07-26-12*
- Att 5 - DPL Selective Review Response*

RECEIVED

OCT 22 2012

C.A.T.O. OFFICE

USAC

Universal Service Administrative Company

Schools and Libraries Division

FORM 486 REJECTION LETTER
Funding Year 2010: (July 1, 2010 - June 30, 2011)

October 19, 2012

Timothy Cromer
DETROIT PUBLIC LIBRARY
5201 Woodward Avenue
Detroit, MI 48202-4007

Re: Form 486 Application Number: 897258
Applicant's Form 486 Identifier: dplmrt10A

Dear Timothy Cromer:

This letter is to notify you that the Schools and Libraries Division (SLD) of the Universal Service Administrative Company (USAC) has rejected your FCC Form 486, Receipt of Service Confirmation Form as identified above. We are unable to process your form because either the technology plan covering your requested services did not meet Program requirements or approval of the plan could not be verified.

Based on the funding year of the application, Program rules require a technology plan (plan) for certain services. Program rules also require that the plan be approved by a USAC-certified Technology Plan Approver prior to the commencement of service. See 47 C.F.R. 54.504(c)(1). Program rules further require the plan -

- be created prior to posting the FCC Form 470 and Request for Proposal (RFP), and
- contain the required elements

Beginning in Funding Year 2011, Program rules regarding technology plan requirements changed. For further guidance, review Step 2: Technology Planning on the USAC website. Use the "Certified Technology Plan Approver Locator" from the Search Tools on our website to locate an appropriate approver. Please refer to the attached Form 486 Rejection Report (Report) for an explanation of USAC's rejection of your form. Also, keep the following in mind:

1. The Report identifies all Funding Request Numbers (FRNs) on your Form 486 that do not require a plan. If your original Form 486 was timely filed, you must file a new Form 486 within 20 days from the date of this letter or 11/08/2012 that lists ONLY those FRNs to preserve your reported Service Start Date. If you do not file a new Form 486 by 11/08/2012 - or if your original Form 486 was late - the normal Form 486 deadline will apply.
2. The Report also explains the reason(s) that your Form 486 was rejected. If you can correct the problem identified (for example, if your technology plan was not approved by a USAC-certified TPA but you now submit your plan and receive approval), you can file a new Form 486 once you have come into compliance. However, you can

Schools and Libraries Division - Correspondence Unit
30 Lanidex Plaza West, PO Box 685, Parsippany, NJ 07054-0685
Visit us online at: www.usac.org/sl

only receive support for the period starting with the date you came into compliance.

3. If you already filed a Form 486 that was rejected and you are receiving this letter a second time, FRNs on your second Form 486 that do not require a plan will not receive the 20-day grace period described above but will be subject to the normal Form 486 deadline.

For further guidance on submitting a new Form 486 and the Form 486 filing deadline, review Step 10: Form 486 Filing Information and the Form 486 Instructions posted on our website.

TO APPEAL THIS DECISION:

If you wish to appeal the decision in this letter, your appeal must be received by USAC or postmarked within 60 days of the date of this letter. Failure to meet this requirement will result in automatic dismissal of your appeal. In your letter of appeal:

1. Include the name, address, telephone number, fax number, and email address for the person who can most readily discuss this appeal with us.
2. State outright that your letter is an appeal. Include the following to identify the letter and the decision you are appealing:
 - Appellant name,
 - Applicant or service provider name, if different than appellant,
 - Applicant BEN and service provider SPIN,
 - Form 486 Application Number assigned by USAC as reported above,
 - "Form 486 Rejection Letter" and Funding Year 2010, AND
 - The exact text or the decision that you are appealing.
3. Please keep your letter to the point, and provide documentation to support your appeal. Be sure to keep a copy of your entire appeal, including any correspondence and documentation.
4. If you are an applicant, please provide a copy of your appeal to the service provider(s) affected by USAC's decision. If you are a service provider, please provide a copy of your appeal to the applicant affected by USAC's decision.
5. Provide an authorized signature on your letter of appeal.

To submit your appeal to USAC by email, email to appeals@sl.universalservice.org. USAC will automatically reply to incoming emails to confirm receipt.

To submit your appeal to USAC by fax, fax your appeal to (973) 599-6542.

To submit your appeal to USAC on paper, send your appeal to:

Letter of Appeal
Schools and Libraries Division - Correspondence Unit
30 Lanidex Plaza West
PO Box 685
Parsippany, NJ 07054-0685

You have the option of filing an appeal with USAC or directly with the Federal Communications Commission (FCC). You should refer to CC Docket No. 02-6 on the first page of your appeal to the FCC. Your appeal must be received by the FCC or postmarked within 60 days of the date of this letter. Failure to meet this requirement will result in automatic dismissal of your appeal. We strongly recommend that you use the electronic filing options described in the "Appeals Procedure" posted in the Reference Area of our website. If you are submitting your appeal via United States Postal Service, send to: FCC, Office of the Secretary, 445 12th Street SW, Washington, DC 20554.

Complete program information is posted to the SLD section of our website. Information

is also available by contacting our Client Service Bureau by email using the "Submit a Question" feature on our website, toll-free by fax at 1-888-276-8736, or toll-free by phone at 1-888-203-8100.

Schools and Libraries Division
Universal Service Administrative Company



FORM 486 REJECTION REPORT

Form 486 Application No.: 897258
Funding Year: 2010

Billed Entity Number: 130943
Billed Entity Name: DETROIT PUBLIC LIBRARY

FRNs that require a technology plan:
2078231

Form 486 Rejection Explanation:

The technology plan approval submitted to USAC is dated after the end of the funding year of the Form 486 application under review.

NOTE: If you file a second Form 486 for any of the above FRNs requiring a plan that includes FRNs that do not require a plan, you will not be able to file a new Form 486 and receive the benefit of the 20-day period mentioned in the attached Form 486 Rejection Letter. Instead, all FRNs on that new Form 486 will be subject to the normal Form 486 deadline, which may result in an adjustment to your Service Start Date(s) and a reduction to your funding commitment(s).



RECEIVED
OCT 22 2012
C.A.T.O. OFFICE

Schools and Libraries Division

FORM 486 REJECTION LETTER
Funding Year 2010: (July 1, 2010 - June 30, 2011)

October 19, 2012

Timothy Cromer
DETROIT PUBLIC LIBRARY
5201 Woodward Avenue
Detroit, MI 48202-4007

Re: Form 486 Application Number: 897260
Applicant's Form 486 Identifier:

Dear Timothy Cromer:

This letter is to notify you that the Schools and Libraries Division (SLD) of the Universal Service Administrative Company (USAC) has rejected your FCC Form 486, Receipt of Service Confirmation Form as identified above. We are unable to process your form because either the technology plan covering your requested services did not meet Program requirements or approval of the plan could not be verified.

Based on the funding year of the application, Program rules require a technology plan (plan) for certain services. Program rules also require that the plan be approved by a USAC-certified Technology Plan Approver prior to the commencement of service. See 47 C.F.R. 54.504(c)(1). Program rules further require the plan -

- be created prior to posting the FCC Form 470 and Request for Proposal (RFP), and
- contain the required elements

Beginning in Funding Year 2011, Program rules regarding technology plan requirements changed. For further guidance, review Step 2: Technology Planning on the USAC website. Use the "Certified Technology Plan Approver Locator" from the Search Tools on our website to locate an appropriate approver. Please refer to the attached Form 486 Rejection Report (Report) for an explanation of USAC's rejection of your form. Also, keep the following in mind:

1. The Report identifies all Funding Request Numbers (FRNs) on your Form 486 that do not require a plan. If your original Form 486 was timely filed, you must file a new Form 486 within 20 days from the date of this letter or 11/08/2012 that lists ONLY those FRNs to preserve your reported Service Start Date. If you do not file a new Form 486 by 11/08/2012 - or if your original Form 486 was late - the normal Form 486 deadline will apply.
2. The Report also explains the reason(s) that your Form 486 was rejected. If you can correct the problem identified (for example, if your technology plan was not approved by a USAC-certified TPA but you now submit your plan and receive approval), you can file a new Form 486 once you have come into compliance. However, you can

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Visit us online at: www.usac.org/sl

only receive support for the period starting with the date you came into compliance.

3. If you already filed a Form 486 that was rejected and you are receiving this letter a second time, FRNs on your second Form 486 that do not require a plan will not receive the 20-day grace period described above but will be subject to the normal Form 486 deadline.

For further guidance on submitting a new Form 486 and the Form 486 filing deadline, review Step 10: Form 486 Filing Information and the Form 486 Instructions posted on our website.

TO APPEAL THIS DECISION:

If you wish to appeal the decision in this letter, your appeal must be received by USAC or postmarked within 60 days of the date of this letter. Failure to meet this requirement will result in automatic dismissal of your appeal. In your letter of appeal:

1. Include the name, address, telephone number, fax number, and email address for the person who can most readily discuss this appeal with us.
2. State outright that your letter is an appeal. Include the following to identify the letter and the decision you are appealing:
 - Appellant name,
 - Applicant or service provider name, if different than appellant,
 - Applicant BEN and service provider SPIN,
 - Form 486 Application Number assigned by USAC as reported above,
 - "Form 486 Rejection Letter" and Funding Year 2010, AND
 - The exact text or the decision that you are appealing.
3. Please keep your letter to the point, and provide documentation to support your appeal. Be sure to keep a copy of your entire appeal, including any correspondence and documentation.
4. If you are an applicant, please provide a copy of your appeal to the service provider(s) affected by USAC's decision. If you are a service provider, please provide a copy of your appeal to the applicant affected by USAC's decision.
5. Provide an authorized signature on your letter of appeal.

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To submit your appeal to USAC by fax, fax your appeal to (973) 599-6542.

To submit your appeal to USAC on paper, send your appeal to:

Letter of Appeal
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30 Lanidex Plaza West
PO Box 685
Parsippany, NJ 07054-0685

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is also available by contacting our Client Service Bureau by email using the "Submit a Question" feature on our website, toll-free by fax at 1-888-276-8736, or toll-free by phone at 1-888-203-8100.

Schools and Libraries Division
Universal Service Administrative Company



FORM 486 REJECTION REPORT

Form 486 Application No. : 897260

Funding Year: 2010

Billed Entity Number: 130943

Billed Entity Name: DETROIT PUBLIC LIBRARY

FRNs that require a technology plan:
2078390

Form 486 Rejection Explanation:

The technology plan approval submitted to USAC is dated after the end of the funding year of the Form 486 application under review.

NOTE: If you file a second Form 486 for any of the above FRNs requiring a plan that includes FRNs that do not require a plan, you will not be able to file a new Form 486 and receive the benefit of the 20-day period mentioned in the attached Form 486 Rejection Letter. Instead, all FRNs on that new Form 486 will be subject to the normal Form 486 deadline, which may result in an adjustment to your Service Start Date(s) and a reduction to your funding commitment(s).

FAX MEMO

DATE: 7/27/2012

TO: Mr. Kenneth Stibitz
Schools and Libraries Division
Program Compliance

FROM: Mr. Tim Cromer, Chief Administrative Officer
Detroit Public Library

SUBJECT: Additional Information Request
Form 486 Application
Number(s) 897260 & 897258



July 27, 2012

VIA EMAIL

**Mr. Kenneth Stibitz
Schools and Libraries Division
Program Compliance
30 Lanidex Plaza West
Parsippany, NJ 07054**

Dear Mr. Stibitz:

Our response to your request for additional information can be found in bold type in your communication (copied below). If you have further questions, please do not hesitate to contact me. We appreciate the extension until July 27, 2012 to respond to your request.

June 28, 2012

Timothy Cromer
Detroit Public Library
313-481-1305
Form 486 Application Number(s): 897260 & 897258

Response Due Date: July 13, 2012

As a result of FCC order 07-37, released March 28, 2007, we are providing you with an additional opportunity to present documentation related to your Form 486 application(s).

FCC rules require that applicants participating in the E-rate program create a technology plan prior to requesting bids on services through the filing of a Form 470, unless they are seeking discounts on "basic local, cellular, PCS, and/or long distance telephone service and/or voicemail only".

In addition, the technology plan must be approved by a USAC-certified Technology Plan Approver (TPA) prior to the commencement of service or the date the Form 486 is filed, whichever is earlier. See 47 C.F.R. 54.504(c)(1). We define the approval date as the date on the approval letter or other approval notification from the USAC-certified Technology Plan Approver who approved your plan.

Detroit Public Library Response: Attached you will find a communication from Ms. Carol Underriner, an E-rate consultant, to

SLD Selective Reviewer, Mr. Kenneth Solomon. Included in that email dated May 20, 2010, is a copy of our technology plan for the period July 1, 2010 through June 30, 2013.

As I indicated to you in my email of July 11, there were several different people involved in the E-rate process during that time for the Detroit Public Library. At the request of the Ms. Underriner, we sent the technology plan for July 1, 2010 through June 30, 2013 to her for inclusion in the Selective Review response. We believed that the consultant was also going to be providing the technology plan to the Library of Michigan for review and approval after completion of gathering the documentation for the Selective Review. Unfortunately, the consultant believed that we would be sending the technology plan to the Library of Michigan for review and approval. Since both parties believed the other would be sending the technology plan to the Library of Michigan for approval, that transmittal did not take place. Therefore, the Library of Michigan (the certified tech plan approver) did not receive our technology plan before the beginning of the Funding Year.

However, the attached communication to the Selective Review Team proves that the technology plan existed prior to the start of service and in sufficient time for the Library of Michigan to have reviewed and approved it had they received it in that same timeframe.

We have also attached an attestation from the Library of Michigan stating that had they received the attached technology plan, they would have approved that plan for Funding Year 2010—the year that is the subject of your inquiry.

We hope that this additional information and proof that both the technology plan existed, and that it would have been approved by the Library of Michigan had they received it, will be sufficient for your review. This was simply a matter of miscommunication between us and the E-rate Consultant. We firmly believed we had taken all of the necessary steps to ensure compliance with the requirements.

Based on the documentation that you have provided, the entire Form 486 applications 897258 & 897260 will be rejected because *you failed to provide a copy of a Technology Plan Approval Letter covering the funding year of your non-basic funding request and documenting the approval of your technology plan by a Certified Technology Plan Approver.* The documentation supplied is valid for the periods July 1, 2007 thru June 30, 2010 and the request is for funding year 2010 for the period July 1, 2010 thru June 30, 2011.

If you believe the entire Form 486 should not be rejected and you have alternative information to support your position, please answer all of the questions listed below and provide supporting



Schools and Libraries Division

documentation within 15 calendar days of the date of this document so that we may complete our review of your funding request(s).

For additional information on the technology planning process; please refer to the USAC website at: <http://www.usac.org/sl/applicants/step02/technology-planning/default.aspx>.

Thank you for your cooperation and continued support of the Universal Service Program.

Sincerely,

Kenneth Stibitz
Schools and Libraries Division
Program Compliance
Voice: 973-581-5119
Fax: 973-599-6582
kstibit@sl.universalservice.org

Thank you for your consideration.

A handwritten signature in black ink, appearing to read "Timothy E. Cromer". The signature is fluid and cursive, with a large initial "T" and "C".

**Timothy E. Cromer
Chief Administrative Officer
Detroit Public Library**



STATE OF MICHIGAN
DEPARTMENT OF EDUCATION
LANSING

RICK SNYDER
GOVERNOR

MICHAEL P. FLANAGAN
SUPERINTENDENT OF
PUBLIC INSTRUCTION

ATTESTATION

July 26, 2012

This is to attest to the fact that had we (the State Library of Michigan and E-rate certified tech plan approver for libraries in the State of Michigan) received the technology plan prepared by the Detroit Public Library for the period July 1, 2010 through June 30, 2013 before the start of services on July 1, 2010, we would have approved that technology plan for Funding Year 2010.

A handwritten signature in cursive script, appearing to read "Nancy R. Robertson", written over a horizontal line.

Nancy R. Robertson, State Librarian

A handwritten date "7-26-12" written in cursive script over a horizontal line.

Date

LIBRARY OF MICHIGAN

702 WEST KALAMAZOO STREET • P.O. BOX 30007 • LANSING, MICHIGAN 48909
www.michigan.gov/libraryofmichigan • (517) 373-1580

Detroit Public Library

Supporting Documentation

Zimbra**tecromer@detroitpubliclibrary.org****Erate Selective Review 130943**

From : Carol Underriner <carol@btu-consultants.com> Thu, May 20, 2010 06:20 PM
Subject : Erate Selective Review 130943 14 attachments
To : ksolomo@sl.universalservice.org
Cc : 'Timothy Cromer' <tecromer@detroitpubliclibrary.org>, 'Carolyn Mosley' <cmosley@detroitpubliclibrary.org>, 'Don Dietrich' <ddietrich01@earthlink.net>, 'BTU E-rate: 'Thompson, Lori'' <lori@btu-consultants.com>, carol@btu-consultants.com

Reply To : carol@btu-consultants.com

Kenneth. Pls find all of the related documents required by the selective Review. Let me know if you require any additional information.

Documents:

1. The Selective Review Letter and the Item 25 Worksheet requirements.
2. Signed contracts – note that the Referencing Form 470 has been changed as well as the contract dates to reflect the signed contracts.
3. LOA and non-certification statement
4. Organizational Chart
5. Resource Plan
6. Technology Plan
7. Budget information
8. CIPA requirements – three attachments plus see the first attachment for answers to questions.
9. Certification statement

Carol

Carol Underriner 314-983-0292 voice
Erate Consultant 314-983-0415 fax
BTU Consultants, LLC
4 Media Court
St. Louis, MO 63146

Carol@BTU-Consultants.com
www.BTU-Consultants.com

BTU*E-rate Services - Telecommunications Expense
Management - Telecommunications System Design*

_____ Information from ESET NOD32 Antivirus, version of virus signature
database 5133 (20100520) _____

The message was checked by ESET NOD32 Antivirus.

<http://www.eset.com>

BTU**image001.jpg**

97 KB

BTU**image003.jpg**

4 KB

**130943 Detroit Public Library SRIR w CIPA (2).doc**

325 KB

**Contracts.pdf**

6 MB

**LOA for the consultant.pdf**

513 KB

**Consultant non-certification.pdf**

413 KB

**Organizational Chart.pdf**

425 KB

**Resource Plan.doc**

23 KB

**Technology Plan 2010 - 2013.doc**

46 KB

 **Budget 2010.pdf**
475 KB

 **Board minutes for CIPA compliance.pdf**
1 MB

 **Internet Safety Policy.pdf**
3 MB

 **Internet Filter PO and Quote.pdf**
1 MB

 **Certification statement 5.10.pdf**
805 KB

TelNet Worldwide

**MASTER SERVICES AGREEMENT
(MSA)**

SERVICES PROVIDED

TelNet Worldwide, Inc. ("TelNet") agrees to provide to the "Customer" (defined as the party signing below and made a party to this Master Service Agreement), with various Telecommunications and Data services (the "Services") as indicated below for the location specified in this agreement.

- TelNet PRI TelNet Voice and Data TelNet Voice TelNet VoIP TelNet VoIP w/T1
 TelNet Internet 1.5M TelNet Internet 3.0M TelNet Internet 4.5M TelNet Internet 6.0M TelNet Private Line
 TelNet Data PRI TelNet IP Transit TelNet Collocation

The rates and charges for designated Services are specified in the attached Product/Service Agreement and in the appropriate tariffs.

TERM OF AGREEMENT

The initial term of agreement will begin with the date of the Customer's signature and will continue for 3 year(s). Upon completion of the contract period this Agreement will automatically revert to the then current month-to-month rates.

CUSTOMER RESPONSIBILITIES

The Customer agrees to pay for and use the Services based on the following guidelines:

- According to the terms and conditions of this Agreement; and TelNet's general terms and conditions listed on www.telnetww.com which are made part of this Agreement;
- Customer agrees to pay for the Services provided at the rates described in the Product/Service Agreement plus any applicable taxes, fees and regulatory charges.
- Portions of the TelNet Services provided may be regulated services and if so, are governed by tariffs which are made part of this Agreement. Customer understands and agrees to abide by the terms set out in the TelNet tariffs, as applicable.
- Unless otherwise specified in writing, the Customer agrees to be responsible for obtaining and maintaining any equipment used to access, connect to or use the Services.
- Customer is responsible for the identification and payment of any termination fees to any 3rd party that may apply when switching to TelNet services.

CREDIT REVIEW

By signing below, the Customer gives TelNet permission to obtain credit information about the Customer. At its discretion and subject to state law, TelNet may decide not to provide service to the Customer based on the credit information obtained or to require a Customer to make a deposit.

TERMINATION WITHOUT LIABILITY

A. Customer may terminate this Agreement without liability for a Termination Fee for any of the following reasons:

- Customer signs a new MSA Agreement for the same or expanded TelNet Worldwide Services for a term equal to or greater than the term of the original Product/Service Agreement.
- TelNet fails to remedy a documented interruption of service within a reasonable time frame, as determined by TelNet Executive Management.

B. TelNet may terminate this Agreement and the Services for Customer's non-payment in accordance with its rights under its general terms and conditions and its tariffs. Upon termination of this Agreement by TelNet for non-payment, or by the Customer except under A above, the Customer shall be liable for the payment of all Services provided through the date of termination, plus any applicable Termination Fees under a Product/Service Agreement.

C. TelNet may terminate this Agreement without liability if TelNet determines that it is no longer able to offer a product or service due to cost or the product/service is no longer offered in a TelNet tariff. In this instance the Customer will not be liable for any Termination Fee.

TERMINATION WITH LIABILITY

Except as provided above, if Customer terminates the agreement prior to the expiration of its initial term or an Extension of the MSA, or if TelNet terminates the agreement due to non-payment, the Customer will owe TelNet the following Termination Fees per applicable Service: the monthly recurring charge (MRC) times the remaining number of months of the contract period per TelNet PRI, Voice and Data, Voice Service, VoIP, VoIP w/T1, Internet 1.5M, Internet 3.0M, Internet 4.5M, Internet 6.0M, Private Line, Data PRI, IP Drain Access, or Collocation services.

TelNet Worldwide

LIMITATION OF LIABILITY OF TELNET

In the event of an interruption in the Services provided, TelNet will use reasonable efforts to repair the interruption as soon as possible. TelNet will provide the Customer with any credits required by applicable law or tariff for interruptions in service. In no event (other than with respect to TelNet's willful misconduct or gross negligence) shall TelNet be liable for any incidental, indirect, special, or consequential damages of any kind whatsoever (including without limitation, lost revenue or profits) regardless of the cause or foreseeability thereof. Credits within any one month will not exceed the total amount paid by the Customer for monthly service.

WARRANTY DISCLAIMER

WITH RESPECT TO THE SERVICES AND ANY TELNET FURNISHED EQUIPMENT, TELNET HEREBY DISCLAIMS, WITHOUT LIMITATION, ALL WARRANTIES NOT STATED HEREIN, WHETHER EXPRESS, IMPLIED OR STATUTORY, AND IN PARTICULAR DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. FURTHER, TELNET DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE, OR THAT THE CUSTOMER'S SOFTWARE OR 3RD PARTY APPLICATIONS WILL WORK IN ACCORDANCE WITH THE CUSTOMER EXPECTATIONS.

REGULATORY ACTIONS

A portion of TelNet's costs of providing the Services are set by regulatory agencies, legislative bodies and/or incumbent service providers. In the event that any regulatory agency, legislative body, court or incumbent service provider takes actions which increases the overall underlying costs or fees that TelNet must pay for purchasing or providing services, TelNet reserves the right to increase the service rates to Customer or modify its tariff pricing to cover such increases.

GENERAL PROVISIONS

This Agreement, the Product/Service Attachment and other terms expressly made a part of this Agreement constitute the entire agreement between TelNet and the Customer with respect to the Services. This Agreement supersedes any previous agreements for the same services between TelNet and Customer. Except as otherwise provided herein, any changes to this Agreement must be agreed to in writing by TelNet Executive Management. Any changes to this Agreement without said written approval make such changes null and void at TelNet's discretion. If the Customer wishes to assign this Agreement to a third party, it must first receive TelNet's written consent. Any notices required by this Agreement or a tariff shall be mailed as follows: TelNet Worldwide Inc., 1175 W. Long Lake Rd., Suite 101, Troy, MI 48098

By signing below, the Customer agrees to be bound to the terms of this Agreement

[Handwritten Signature]

Authorized Signature

Tim Corner

Printed Name

DETROIT PUBLIC LIBRARY

Company Name

4-07-09

Date

CATO

Title

*5201 WOODLAND AVE
DET MI 48202*

Service Location Address, City, State, Zip



Merit Network Service Agreement Schedule I

Service Agreement Number: 20090210-165-JLN-1

Merit Network, Inc.
1000 Oakbrook Drive, Suite 200
Ann Arbor, MI 48104
L734-527-5700 L734-527-5790
www.merit.edu

Dedicated Connection: Detroit Public Library, 3-year Contract

February 10, 2009

Prepared For:
Tim Cromer
Detroit Public Library
5201 Woodward Avenue
Detroit, MI 48202

Prepared By:
Jamie Nielsen
734-527-5772
k12support@merit.edu

The Main Library

	<input type="checkbox"/>				
OffNet	20 Mbps	25 Mbps	30 Mbps	35 Mbps	40 Mbps
OnNet	20 Mbps	25 Mbps	30 Mbps	35 Mbps	40 Mbps
Total	40 Mbps	50 Mbps	60 Mbps	70 Mbps	80 Mbps
One-time					
Merit Setup and Installation	\$3,250	\$3,250	\$3,250	\$3,250	\$3,250
Telco Setup and Installation	\$100	\$100	\$100	\$100	\$100
Total	\$3,350	\$3,350	\$3,350	\$3,350	\$3,350
Recurring					
Contracted Bandwidth	\$44,814	\$51,041	\$57,269	\$63,496	\$69,724
Annual Access Fee	\$15,675	\$15,675	\$17,250	\$17,250	\$17,250
Total	\$60,489	\$66,716	\$74,519	\$80,746	\$86,974
Monthly	\$6,041	\$6,580	\$8,210	\$6,729	\$7,248

Branch Libraries, each at 3.0 Mbps

	One-Time	Recurring
Bowen Branch	\$3,200	\$6,533
Campbell Branch	\$3,200	\$6,533
Chandler Park Branch	\$3,200	\$6,533
Chaney Branch	\$3,200	\$6,533
Chase Branch	\$3,200	\$7,013
Coney Branch	\$3,200	\$6,533
Douglass Branch	\$3,200	\$6,533
Duffield Branch	\$3,200	\$6,533
Edison Branch	\$3,200	\$6,533
Elmwood Park Branch	\$3,200	\$6,533
Francis Parkman Branch	\$3,200	\$6,533
Franklin Branch	\$3,200	\$6,533
Hubbard Branch	\$3,200	\$6,533
Jefferson Branch	\$3,200	\$6,533
Knapp Branch	\$3,200	\$6,533
Laura Ingalls Wilder Branch	\$3,200	\$6,533
Lincoln Branch	\$3,200	\$6,533
Mark Twain Branch	\$3,200	\$6,533
Montaith Branch	\$3,200	\$6,533
Redford Branch	\$3,200	\$7,013
Richard Branch	\$3,200	\$6,533
Sherwood Forest Branch	\$3,200	\$6,533
Skiliman Branch	\$3,200	\$6,533
DPL Service Building	\$3,200	\$6,533
Annual Total	\$76,800	\$155,952
Monthly		\$12,996

ConsortiumWAN Pricing - Under Merit Network, Inc.'s ConsortiumWAN Pricing Model, one or more related organizations may aggregate traffic from multiple physical locations using multiple circuits for consolidated pricing. However, the entities must have an existing legal or purchasing relationship and management structure and one member of the consortium is designated the lead organization. Only the lead organization is permitted to contact Merit regarding service issues and support. For an additional "Full Support" fee, individual consortium members may have direct contact with Merit. The lead member must accept billing responsibility for the full contracted amount and will be responsible for the total amount due and for determining any chargebacks to the individual ConsortiumWAN members. Traffic for all ConsortiumWAN members are aggregated each month and billed according to the following rules:

Bandwidth is measured by the "average peak" bandwidth usage, defined as the maximum bandwidth used in successive traffic samples taken over 30 minutes on two consecutive days in a month. Affiliate pays for the minimum bandwidth specified by the Contracted Bandwidth Fee, plus any additional charge for actual peak bandwidth used each month. The additional charge is calculated as the difference between the specified bandwidth fee and the fee for the peak bandwidth used that month. If Affiliate uses more than the base amount in three consecutive months, the highest amount used in each of those months would become the new base. The Affiliate can also request that the base be lowered.

On-Net is defined as traffic that stays entirely within the Merit network or is destined for the Internet2 network. Traffic that leaves the network for "commodity" or peering connections is considered "off-net". Traffic to other research and education networks (with the exception of Akamai) will be considered "off-net". On-Net traffic includes any data exchanged within Merit's Membership base. Merit Membership includes 12 of 13 public universities, 59% of Michigan's overall higher education institutions, 42% of K-12 ISDs and ESAs, as well as 50% of public library cooperatives.

 (Signature)
02/12/09 (Print)
Preferred Billing Period (e.g. 7/1 - 6/30): _____

02/12/09 (Date)

Fax to: 734-527-5790

Invoice Frequency: Annual Bi-Annual Quarterly Monthly
Note: Invoice frequencies other than annual incur a \$25 billing fee per invoice

Attachment A
Merit Acceptable Use Policy
Effective August 8, 2003

Overview

This Policy is a guide to the acceptable use of Merit network facilities and services (Services). Any Member or Affiliate organization or individual connected to Merit's network in order to use it directly, or to connect to any other network(s), must comply with this policy and the stated purposes and Acceptable Use policies of any other network(s) or host(s) used.

Each Member and Affiliate organization is responsible for the activity of its users and for ensuring that its users are familiar with this policy or an equivalent policy. In addition, each Member and Affiliate is encouraged to maintain and enforce its own Acceptable Use policies. The provisions of this policy govern all use of the Services, including any unsupervised anonymous network access offered by Members or Affiliates.

The following guidelines will be applied to determine whether or not a particular use of the Services is appropriate:

1. Users must respect the privacy of others. Users shall not intentionally seek information on, or represent themselves as, another user unless explicitly authorized to do so by that user. Nor shall Users obtain copies of, or modify files, other data, or passwords belonging to others.
2. Users must respect the legal protection applied to programs, data, photographs, music, written documents and other material as provided by copyright, trademark, patent, licensure and other proprietary rights mechanisms.
3. Users must respect the integrity of other public or private computing and network systems. Users shall not intentionally develop or use programs that harass other users or infiltrate any other computer, computing system or network and/or damage or alter the software components or file systems of a computer, computing system or network.
4. Use should be consistent with guiding ethical statements and accepted community standards. Use of the Services for malicious, fraudulent, or misrepresentative purposes is not acceptable.
5. The Services may not be used in ways that violate applicable laws or regulations.
6. The Services may not be used in a manner that precludes or significantly hampers network access by others. Nor may the Services be used in a manner that significantly impairs access to other networks connected to Merit.
7. Connections which create routing patterns that are inconsistent with the effective and shared use of the Services may not be established.
8. Unsolicited advertising is not acceptable. Advertising is permitted on some Web pages, mailing lists, news groups and similar environments if advertising is explicitly allowed in that environment.
9. Repeated, unsolicited and/or unwanted communication of an intrusive nature is strictly prohibited. Continuing to send e-mail messages or other communications to an individual or organization after being asked to stop is not acceptable.

The intent of this policy is to identify certain types of uses that are not appropriate, but this policy does not necessarily enumerate all possible inappropriate uses. Using the guidelines given above, Merit may at any time make a determination that a particular use is not appropriate.

Merit will not monitor or judge the content of information transmitted via the Services, but will investigate complaints of possible inappropriate use. In the course of investigating complaints, Merit staff will safeguard the privacy of all parties and will themselves follow the guidelines given in this policy and in Merit's Privacy Policy. Merit will only release sensitive, confidential or personally identifiable information to third parties when required by law, or when in Merit's judgment, release is required to prevent serious injury or harm that could result from violation of this policy.

Remedial Action

When Merit learns of possible inappropriate use, Merit staff will notify the Member or Affiliate responsible, who must take immediate remedial action and inform Merit of its action. Merit will assist the Member or Affiliate in identifying the nature and source of the inappropriate use and in implementing remedial action if requested. Provided the Member or Affiliate implements remedial action promptly, Merit will take no further action. If Merit is unable to contact the Member or Affiliate, or if the Member or Affiliate is unable to implement remedial action, Merit reserves the right to pursue remedial action independently. Wherever possible, Merit will pursue remedial action with the least impact to the overall service for the Member or Affiliate.

Should the situation be considered an emergency, and Merit deems it necessary to prevent further inappropriate activity, Merit may temporarily disconnect a Member or Affiliate. An emergency is defined as: "Serious security incidents that require immediate attention to prevent harm to an individual, to protect information from loss or damage that would be difficult or impossible to correct or to deal with serious on-going denial of service attacks."

If temporary disconnection is deemed necessary by Merit staff, every effort will be made to inform the Member or Affiliate prior to disconnection, and every effort will be made to re-establish the connection as soon as it is mutually deemed safe.

Any determination of inappropriate use serious enough to require disconnection shall be promptly communicated to every member of the Merit Board of Directors through an established means of publication.



Merit Network Service Agreement Schedule I

Service Agreement Number 20090212-165-JBM-1

Merit Network, Inc.
1000 Oakbrook Drive, Suite 200
Ann Arbor, MI 48104
1.734-527-5700 1.734-527-5790
www.merit.edu

Detroit Public Library Maintenance and Support for Internal Connections

February 12, 2009

Prepared For:
Tim Cromer
Detroit Public Library
5201 Woodward Avenue
Detroit, MI 48202

Prepared By:
Jim Moran
734-527-5743
jimoran@merit.edu

Maintenance and support for up to 35 Cisco 6500, 3560E, and 2900 series switches at the Main Library and branches of The Detroit Public Library.

Annual Recurring
Maintenance and Support

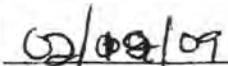
	<u>\$63,000</u>
Total	<u>\$63,000</u>
Monthly	\$5,250

Maintenance and support for internal connections includes:

- repair and upkeep of Detroit Public Library Cisco core and edge switches at the Main Library and branches;
- basic maintenance of Detroit Public Library Cisco core and edge switches at the Main Library and branches;
- support for configuration change requests for Detroit Public Library Cisco core and edge switches at the Main Library and branches.



Tim Cromer (Print)



Fax to: 734-527-5790



Merit Network, Inc.
1000 Oakbrook, Suite 200
Ann Arbor, MI 48104-6794
1-734-527-5700 1-734-527-5790
www.merit.edu

This SERVICES AGREEMENT Number 20090210-165-JLN-1, dated as of July 1, 2009 (collectively with each Service Order Form, as defined below, the "Agreement"), is made by and between Merit Network, Inc. ("Merit") and The Detroit Public Library ("Affiliate").

1. Background

Merit is a non-profit corporation, governed by Michigan's four-year publicly supported universities, operating a statewide computer network providing links to external networks.

2. Services Provided

(a) *General.* Merit will provide to Affiliate the Internet access services, optional fee-services, and other mutually agreed-upon services (collectively, the "Services") set forth below or in a specific Service Order Form (each a "Service Agreement") which may be executed from time-to-time by Merit and Affiliate setting forth additional services, all of which shall be subject to the terms and provisions of this Agreement.

(b) *Network Access.* Merit will provide to Affiliate Internet access and other services as defined in the Schedule(s) referenced in Section 3.

(c) *Installation.* Merit will provide the labor, equipment, and other materials necessary to provide network access. This includes the equipment at both ends of the connection, the circuit used, and related materials, parts and labor. Affiliate shall pay a service charge for the equipment, the cost of the circuit and any Merit and telephone company installation fees (if applicable), associated with the installation. All equipment supplied by Merit will remain the property of Merit. Affiliate shall be responsible for all internal networking, host computers to be attached to the network, and any associated software. Affiliate shall also be responsible for the cost of any software upgrades to Affiliate owned equipment, which may be specified by Merit which is required in order to effectuate the network attachment. In addition, if applicable to Affiliate's choice of connection, Affiliate shall provide a voice grade phone line that will be connected to diagnostic equipment supplied by Merit, attached to the router for diagnostic purposes. Affiliate may have the option to select an alternate installation option for a reduced fee. If option is selected, Merit will configure all equipment and ship it to the Affiliate. Affiliate will then be responsible for installation of equipment at their location.

(d) *Service and Support.* Payment of the annual Affiliate fee shall entitle Affiliate to participate in the service and support offered by Merit from time-to-time to other Merit Affiliates. This service and support will include software and firmware upgrades required to maintain compatibility with the equipment and software used in the Merit backbone. It does not include optional equipment or software upgrades offered by Merit which are intended to add new features or provide increased performance. Those upgrades will be provided at Affiliate's expense upon request and pursuant to a separate written Service Agreement. It also does not include the replacement of equipment previously installed by Merit at Affiliate's site that is no longer supported by the manufacturer or which has reached the end of its useful life. If requested to support a service or feature upgrade, that equipment will be replaced by Merit, but at Affiliate's expense.

(e) *Maintenance.* Merit is responsible for the operation and maintenance of its backbone and server facilities. Affiliate is responsible for the operation and maintenance of its local area networks, computers and other equipment. Affiliate is also responsible for the cost of the maintenance on the Merit-supplied circuit at Affiliate's site, but agrees that all maintenance for circuits and Merit-owned equipment will be performed by Merit. Affiliate is responsible for providing and maintaining an acceptable environment for all Merit-owned equipment located at the Affiliate premises. Should Merit owned-equipment be damaged as a result of the Affiliate's abuse, neglect, or failure to provide an acceptable environment or as a result of environmental damage such as fire, flood or lightning strike, Affiliate is responsible for paying (i) the cost of all repair services and travel expenses provided at Affiliate's site at Merit's then-applicable hourly maintenance rate, plus mileage, and (ii) the cost of all parts and materials. Maintenance and repair services are available from Merit between 7:00 a.m. and 4:00 p.m., Monday through Friday, except holidays. Service may be provided at other mutually agreed upon times, if arranged in advance.

3. Payment

Affiliate shall pay for (i) Services set forth on the attached Schedule(s) I, II, III to this Agreement (ii) any additional Services as provided in the applicable Service Agreement, and (iii) applicable maintenance services at the then-applicable rates. Without limiting the foregoing, Affiliate shall pay all one-time set-up and installation charges, any one-time or recurring telecommunications service charges (regardless of whether such costs are passed through by Merit or billed separately by the telecommunications provider), related administrative fees charged by Merit, and all sales and use taxes, as well as duties or levies arising in connection with the Services. The annual Affiliate fee is billed in advance on an annual basis, except Affiliate may elect monthly, quarterly or semi-annual billing for an additional administrative fee. The amount of the administrative fee will vary with the frequency of the billing. All other amounts will be billed as the service or charge is incurred. Some qualifying Affiliates may be granted extended payment terms for one-time set-up and installation charges with addition of an appropriate administrative fee. Payment is due within (30) days from the date appearing on the invoice. Affiliate will be charged a 1.5% late charge on the first day of each month on all invoices remaining unpaid (45) days after the date appearing on the invoice. These payment terms do not apply to amounts paid to Merit through the USF program.

4. Term and Termination

(a) *Term.* The term of this Agreement begins on the first date that network connectivity is provided by Merit, and extends over _____ (_____) years.

(b) *Renewals.* Unless either party gives a written termination notice at least (30) days prior to the end of the current term (whether it's the initial term or a renewal term), the term of this Agreement will be renewed automatically for a similar term as the term which is then in effect.

(c) *Early Termination.* If Affiliate terminates this Agreement for any reason other than Merit's breach of its responsibilities under this Agreement before the end of the term, or if Merit terminates this Agreement because of a violation by Affiliate of any term or provision of this Agreement including, but not limited to, Affiliate's failure to make any payment when due, then Affiliate shall be responsible for and shall pay (i) all telecommunications service charges applicable through the date service is actually terminated, regardless of the effective date of termination of the Agreement, and any related administrative fees charged by Merit, (ii) any additional early termination penalties or charges assessed by the telecommunications carrier, (iii) the balance of any remaining fiber access fees or amortized install charges, (iv) all costs associated with disconnecting Affiliate's service and removing any equipment from Affiliate's site (charged at the then-applicable rates for maintenance), (v) any outstanding amounts previously incurred for maintenance, (vi) if Affiliate previously received a discount as a result of agreeing to a term longer than one (1) year, an early termination penalty equal to the total amount of the discount, as calculated without any reduction or proration to reflect the point during the term at which the termination occurs, and (vii) if Affiliate previously received extended payment terms for one-time set-up and installation fees, the balance remaining plus any assessed administrative charge are due and payable upon termination. One-time installation charges are not refundable. In the event Affiliate requests Merit to continue providing any portion of the Services beyond the requested termination date, Affiliate agrees to pay Merit for those Services at the then-applicable rates in accordance with the terms of payment provided in Section 3 above. The above termination penalties do not apply to service moves or upgrades.

(d) *Termination.* Upon termination of dedicated service with Merit, whether such termination occurs at the end of the initial term or any subsequent terms, or as an early termination during an agreement period, Affiliate agrees that all IP addresses assigned from Merit's CIDR block shall be promptly returned. In addition, Affiliate shall be responsible for transitioning responsibility of primary and/or secondary DNS to their own DNS server, or that of its new carrier.

(e) *Price Adjustments.* If Merit initiates reduced Affiliate Fees to its Non-Profit Affiliates during the Agreement period, Affiliate may renew this Agreement at the new rates for a term of equal or greater length than the balance remaining on the initial term. In all instances, the renewal will be for

TCW

Service Agreement for The Detroit Public Library
Dated as of July 1, 2009

Service Agreement Number: 20090210-165-JLN-1

a minimum of twelve (12) months and the renewal rates will reflect the term discount of the new term period. If this Agreement provides Affiliate access via fiber connectivity, the Affiliate may renew at the new rates for a period co-terminous with the initial agreement term.

5. Limited Warranty

Merit will supply, at no charge, new or rebuilt replacements for defective equipment or parts for the initial term of this Agreement. This Limited Warranty does not cover damages due to accident, misuse, abuse or negligence. REPAIR OR REPLACEMENT AS PROVIDED UNDER THIS LIMITED WARRANTY IS THE EXCLUSIVE REMEDY OF AFFILIATE. MERIT SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR BREACH OF ANY EXPRESS OR IMPLIED WARRANTY. EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IS LIMITED IN DURATION TO THE DURATION OF THIS LIMITED WARRANTY.

6. Rights and obligations of Affiliate

(a) *Affiliate is Responsible to Its Authorized Users.* Affiliate is solely responsible for communicating with its own authorized users, and for handling all complaints and trouble reports made by its authorized users, with respect to the Services provided hereunder.

(b) *Acceptable Use Restrictions.* Merit's Acceptable Use Policy ("AUP") applies to the use of all Services provided by Merit, including any unsupervised anonymous network access offered by Affiliate. By accepting Services from Merit, Affiliate agrees to comply with the AUP as defined in "Attachment A" and any changes made from time to time thereto. Affiliate also agrees to be responsible for the compliance by its users with the AUP.

7. Rights and Obligations of Merit

Merit shall be responsible only for the operation and maintenance of the Services. Affiliate shall be responsible for maintaining and managing its own network that interfaces with the Services. Merit shall not be responsible for cabling that connects Affiliate-owned equipment to Merit equipment or the Services. Any interruption in the Services that is caused by the malfunction or interruption of any physical telecommunications media or facility (including, but not limited to cables and fiber optic lines) or by any malfunction or manufacturer's defects of equipment either provided by Merit to Affiliate or separately purchased by Affiliate will not be deemed a breach of Merit's obligations under this Agreement.

8. Indemnification

Affiliate will indemnify, save harmless and defend Merit and all of Merit's Members and Affiliates, as well as their respective employees, officers, directors and agents (collectively "Indemnified Parties") from and against any claims, damages, losses, liabilities, suits, actions, demands, proceedings (whether legal or administrative) and expenses (including, but not limited to reasonable attorney's fees incurred with or without suit, in arbitration or mediation, on appeal or in a bankruptcy or similar proceeding) (collectively "Claims") threatened, asserted, or filed by a third party against any of the Indemnified Parties to the extent that such third party Claims arise out of or relate to (i) the breach or alleged breach of this Agreement by Affiliate; (ii) any negligent or tortious act or omission to act of Affiliate; or (iii) any claim that the data content delivered by Affiliate via the Services provided by Merit under this Agreement constitutes an infringement of any confidential information, trade secret, patent, copyright, trademark, trade name or other legal right of any third party.

9. Limitation of Liability

Except for the Limited Warranty in Section 5 above, the equipment and Services provided by Merit are provided on an "as is" and "as available" basis. Merit does not warrant that the Services will be uninterrupted or free of harmful components. Merit makes no express warranties and waives all implied warranties. Merit and its employees are not liable for any costs or damages arising directly or indirectly from Affiliate's use of the Services or the Internet including any direct, indirect, incidental, exemplary, multiple, special, punitive or consequential damages. Affiliate assumes full responsibility and risk for the use of the Services and the Internet, and is solely responsible for evaluating the accuracy, completeness, and usefulness of all services, products and other information. If Affiliate is dissatisfied with the Service(s) or with any terms, conditions, rules, policies, guidelines or practices of Provider in operating the Service(s), Affiliate's sole and exclusive remedy is to terminate this Agreement in accordance with Section 4, above, and discontinue using the Service(s). Merit's cumulative liability to Affiliate or any third party for any and all claims relating to the use of the equipment and Services provided by Merit shall in no event exceed the amount of the annual Affiliate fees paid by Affiliate to Merit during the twelve (12) month period ending on the date of the event giving rise to the claim. Merit shall not be liable for failure or delay in performing its obligations hereunder if such failure or delay is due to circumstances beyond its reasonable control, including, without limitation, acts of any governmental body, war, insurrection, sabotage, embargo, fire, flood, strike or other labor disturbance, interruption of or delay in transportation, or inability to obtain raw materials, supplies, or power used in or equipment needed for provision of the Services.

10. Data Content

Merit is not liable for the content of any data transferred either to or from Affiliate via the Services provided by Merit, nor for any loss or damage, whether personal, material, or financial, suffered by Affiliate as a direct or indirect consequence of the Services provided by Merit.

11. Miscellaneous

(a) *Governing Law, Jurisdiction.* The validity, interpretation, enforceability, and performance of this Agreement shall be governed by and construed in accordance with the law of the State of Michigan.

(b) *Entire Agreement.* This Agreement, and the Service Agreements entered into by the Parties from time-to-time, is the final expression of their agreement with respect to the subject matter hereof and may not be contradicted by evidence of any prior or contemporaneous agreement. This Agreement may not be amended except upon the written consent of the parties. No failure to exercise and no delay in exercising any right, remedy, or power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, or power hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, or power provided herein or by law or in equity. The waiver by any party of the time for performance of any act or condition hereunder shall not constitute a waiver of the act or condition itself.

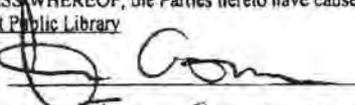
(c) *Assignment.* This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors, and assigns. Affiliate may not assign this Agreement without the prior written consent of Merit.

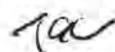
(d) *Headings: Severability.* Headings used in this Agreement are for reference purposes only and shall not constitute a part hereof or affect the meaning or interpretation of this Agreement. If any provision of this Agreement shall be held by a court of competent jurisdiction to be invalid, unenforceable, or void, the remainder of this Agreement shall remain in full force and effect.

(e) *Counterparts.* This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed and delivered as of the date first written above.

The Detroit Public Library

Signed by: 
Printed Name: Tim Croner
Title: CATO
Date Signed: 2/02/09



Merit Network, Inc.

Signed By: 
Printed Name: James B. Moran
Title: Services Manager
Date Signed: 2-12-2009



Jo Anne G. Mondowney
Executive Director

May 20, 2010

To Whom It May Concern:

IV. Certification Page:

Detroit Public Library System (DPL) Response: Our consultant is used in an advisory capacity only. DPL is solely responsible for the responses in this document. Moreover the consultant is not authorized to "certify" any facts regarding DPL's budget, organizational structure or other details contained in our response and hence cannot sign the certification.

Sincerely,

A handwritten signature in black ink, appearing to read 'Timothy E. Cromer'.

Timothy E. Cromer
Chief Administrative Officer
Detroit Public Library

9. Resource Plan and E-rate Implementation Description

Local Service

The Main Library and the branches use the State-of-the-art telephone system from Cisco. Voice over IP circuit services are used to support the voice hardware. This new technology was installed in 2009 and has reduced monthly expenses as well as improved quality of phone service. This service will be reviewed as other technological advances are made in the industry.

Internet Access Services

The Main Library and the branches use Internet services from Merit Network Inc. Each of the branches uses three (3) M of bandwidth while the Main location is served by a 45M pipe. This is sufficient bandwidth for the present needs for the patrons and the library employees.

These bandwidth requirements are periodically reviewed to determine if adjustments to the speed need to be made. The long range plans are to install fiber at the Main location using OC3 service. The hardware requirements as described below are currently adequate for the libraries needs.

Twenty of the 25 locations are served by Wireless Access systems. The plan is to have all of the branches installed with wireless access by 2012. This will provide enhanced service to the patrons who wish to access the library's Internet Service with their own laptops and/or handheld devices.

Maintenance and Support for Internal Connections

The Main Library and Branches use Cisco switches 6500, 3560E and 2900 series for the Data and Internet services for the Library System. This network serves the Library System well. We have maintenance services that support these hardware configurations to keep them operational on an annual basis. Detroit Public Libraries reviews these infrastructure services to be sure that the Library is obtaining the best services at the most cost effective prices.

**DETROIT PUBLIC LIBRARY
EXECUTIVE BUDGET SUMMARY
For Fiscal Year 2010-2011**

	2009-2010 DPL Budget submission	2010-2011 DPL Budget submission	Increase (Decrease)	% Change
Revenues:				
→ Fund Balance	\$3,500,000	\$10,000,000	\$6,500,000	185.71%
Property and other Taxes	\$38,907,596	\$39,972,053	\$1,064,457	2.74%
Court Fines	\$900,000	\$900,000	\$0	0.00%
Grants	\$500,000	\$500,000	\$0	0.00%
Interest Earnings	\$500,000	\$70,000	(\$430,000)	-86.00%
Total Revenues	\$44,307,596	\$51,442,053	\$7,134,457	16.10%

Expenditures:				
Salaries, wages & benefits	\$29,044,460	\$29,888,034	\$843,574	2.90%
Services, supplies & materials	\$5,783,197	\$7,071,863	\$1,288,666	22.28%
→ Utilities & Telecommunications	\$2,047,344	\$2,444,610	\$397,266	19.40%
Major repairs	\$1,000,000	\$5,500,000	\$4,500,000	450.00%
Equipment	\$828,650	\$540,000	(\$288,650)	-34.83%
Reference materials	\$3,000,000	\$3,000,000	\$0	0.00%
Improvement fund DDA GM Chrysler	\$2,603,945	\$2,997,546	\$393,601	15.12%
Total Expenditures	\$44,307,596	\$51,442,053	\$7,134,457	16.10%

Positions (FTE)	466	466	0
Full Time	357	357	0
Part Time	109	109	0

STAFF

DETROIT PUBLIC LIBRARY

ELECTRONIC COMMUNICATIONS POLICY

The Detroit Public Library provides its employees with electronic equipment for use in the performance of their work. The following policy governs all employees in the use of the Library's electronic equipment in the performance of their work and during work. Failure to adhere to this policy may result in disciplinary action, up to and including discharge.

1. **Business Use.**

- Computers, computer files, telephones, voicemail systems, the E-mail system, other electronic systems and software furnished to all employees are Detroit Public Library property.
- The E-mail, Internet, Intranet, voice mail systems and the computers and software are to be used primarily for business related purposes.
- Detroit Public Library treats *all* messages sent, received or stored by its Employees in the E-mail, Internet, Intranet or voice mail systems as shared messages that are not confidential from the Detroit Public Library and/or among its employees. However, as set forth below, the information may be confidential as to parties outside of the Detroit Public Library.
- Users must apply the same standards and care to their electronic communications as with other forms of communication (written or oral). Inappropriate use can have serious consequences both for Detroit Public Library and the employees.
- All information contained on the library's Intranet or shared files system (I e-mails, documents, policies, etc.) is to be considered confidential to the Detroit Public Library and Detroit Public Library property. It should not be distributed by Employees to anyone outside the authorized user group without the written permission of the Library Director or, unless the disclosure is made in the course of the Employee performing his/her job duties and is required as part of his/her duties. The same policies covering communications outlined under E-mail (i.e., content, appropriateness, security, business purpose) apply equally to the Intranet.

2. **Monitor/Consent.**

- Detroit Public Library has the capability to, expressly reserves the right to, and will from time to time, access, review, copy and delete any information sent, received or stored in the E-mail, Internet, Intranet or voice mail systems, to the extent permitted by applicable law, for legitimate business purposes.
- Detroit Public Library may disclose such information to any party (inside or outside Detroit Public Library) it deems appropriate.
- The use of the system is consent to such monitoring. The log-on procedure and password does not give rise to any employee expectation of privacy and is a recognition by the employee of Detroit Public Library's

right to monitor all use with or without additional notice to employees or further employee consent to such action of Detroit Public Library.

- Employees should protect their password so that others do not abuse it.
- The right to monitor in this policy is limited to the library director or designee.

3. Personal Use.

- You may make occasional personal use (less than 5%) of the E-mail, Internet, or voice mail systems during non work times, in non public service areas, as long as library business use is not disrupted and as long you abide by all of the provisions in this policy.
- The abuse of this restriction or any other provision in this policy may subject the employee to discipline.
- It must be understood that any personal information will be treated no differently from other information, which will be accessed, monitored, utilized and disclosed by Detroit Public Library to the extent permitted by applicable law.
- Users cannot use the E-mail, Internet, Intranet or voice mail systems to send, receive or store any information that they wish to keep private.
- Users should treat the E-mail, Internet, Intranet or voice mail systems as shared files, with the expectation that information sent, received or stored in the system will be available for review by Detroit Public Library for any purpose as set forth in Section 2 above.
- The use of deletion keystroke does not necessarily mean that the document has been eliminated from the computer system.

4. Email -

- Always keep your passwords private. Unauthorized use of another person's ID is strictly prohibited. **Never send an E-mail under someone else's name.**
- When you leave your work area, log off your E-mail or institute a password to protect your workstation.
- If you change any E-mail before forwarding it, clearly indicate every change. Type "DO NOT FORWARD" on E-mail if you do not want it forwarded, and don't forward E-mail marked "DO NOT FORWARD."
- "Never use profanity, inappropriate language, or send discourteous or offensive E-mail.
- Don't read misdirected E-mail; return it to the sender.
- Email files must be kept up to date and cleared when unwanted or outdated.

5. Prohibited Uses.

- Discretion should be used in the use of the systems, including posting of information or inquiries on listservs or usernets.
- Broadcast messages or any communication intended for a group must be approved by the appropriate Service Director.

- Transmission of sensitive and proprietary business information over the Internet is prohibited.
- Detroit Public Library prohibits the use of computers, the Internet, Intranet, voice mail or the e-mail system to: harass, insult or intimidate, or in any way that is disruptive or harmful to employees; to engage in any unlawful activity, enterprise or scheme; to transmit defamatory, obscene, offensive or harassing information; to transmit information that discloses personal information without authorization or to otherwise use in any other way that is in violation of Detroit Public Library policies. For example, but not by way of limitation, downloading of music or videos, the display or transmission of sexually explicit images, messages, cartoons, ethnic slurs, racial comments, off-color jokes or anything that may be construed as offensive or harassment is prohibited.
- If you see something on the library's Intranet that may be considered inappropriate, you should immediately report it to the Director of Information Systems.

6. Licenses.

- Detroit Public Library purchases and licenses the use of various computer software for business purposes and does not own the copyright to this software or its related documentation. Unless authorized by the software developer, Detroit Public Library does not have the right to reproduce such software for use on more than one computer.
- Employees may only use software on local area networks or on multiple computers according to the software license agreement.
- Detroit Public Library prohibits the illegal duplication or downloading of software and its related documentation.
- Use of the E-mail system or the Internet to copy and/or transmit any documents, software, or other information protected by the copyright laws is prohibited.
- The installation or use of computer games or any other unauthorized software is a violation of Detroit Public Library policy and will not be permitted.
- Any questions regarding the use of the system or software should be addressed to the Director of Information Systems.

7. Maintenance -

- Equipment must be kept free from exposure to liquids and the area around the equipment kept clear of dust and other items that may obstruct air intake or otherwise damage the unit or system.
- Any problem with the system must be reported to Information Systems as soon as possible after a problem occurs.

8. Data –

- All data stored or maintained on a Library computer or system is owned by the Library.
- If any of this data is knowingly destroyed, the person responsible may be subject to criminal prosecution in addition to dismissal.
- This extends to any unauthorized access or altering of customer files, bibliographic files, item files, information files and any other files accessed or stored through the Library system or remote access. Files and software created and/or maintained for the Library are to become the sole property of the Detroit Public Library.
- Software and data that is obtained from the Internet must not violate the intellectual property rights of others or Detroit Public Library standards.

9. Violations.

- Violation of this policy, or the failure to report any violations of this policy, can lead to disciplinary action up to and including discharge.

10. Suspending Access –

- Computer and systems access may be suspended at the discretion of the Director or designee.

11. Leaving Library Employment –

- Upon leaving Library employment, access to the system will be terminated on or before the last day of employment.



Schools and Libraries Division

**Selective
Review
Information
Request
Completion
Certification**

Complete and return the enclosed Certification to the Schools and Libraries Division (SLD). If the applicant's authorized representative completed the information in this document, please *attach a copy of the letter of agency or other agreement* between the applicant and consultant authorizing them to act on the school or library's behalf. For the purposes of this form, in the Employer's Name field, a consultant should enter the name of his or her consulting firm. Please note that if an authorized representative signs this form, a signer of school or library official is also required in the space provided below.

Note- if a consultant was used, the consultant as well as a school official **MUST** sign below.

SECTION 1: AUTHORIZED SIGNER INFORMATION			
Name of Authorized Signer Timothy Cromer		Title XX Chief Admin ofc.	
Email Address tecromer@detroitpubliclibraries.org		Telephone Office: 313-833-4039 Fax: 313-832-0877	
Authorized Signer's Employer's Name DETROIT PUBLIC LIBRARY			
Employer's Street Address 5201 Woodward Avenue Detroit		State ■	Zip Code 48202
SECTION 2: APPLICANT INFORMATION			
Billed Entity Name DETROIT PUBLIC LIBRARY		Billed Entity Number 130943	
Funding Year 2010 Forms 471 Application Numbers: 768056, 768410, 768476			
SECTION 3: CERTIFICATION STATEMENTS			
<ul style="list-style-type: none"> I certify that I prepared the responses in this document on behalf of the above named entity. I certify that despite any budget deficits, fund-raising effort shortfalls, or other uncertainties we expect to be able to finance this budget. 			
Authorized Signer's Signature XX <i>[Signature]</i>		Date XX 5-20-2010	
Authorized School or Library Official's Signature and Title XX <i>[Signature]</i> Chief Admin officer		Date XX 5-20-2010	
Print name of authorized school or library official named above			

The FCC's Fifth Report and Order (FCC 04-190) released on August 13, 2004, sets out document retention requirements for program participants. Failure to comply with these requirements will put your funding at risk.



Schools and Libraries Division

**SELECTIVE REVIEW INFORMATION REQUEST (SRIR)
FUNDING YEAR 2010**

CASE # SR-2010-130943

To:	Tim Cromer	From:	Kenneth Solomon
Your Phone Number:	313-833-1000	My Phone Number:	973-581-5103
Your Fax Number:	313-832-0877	My Fax Number:	(973) 599-6515
Entity Name:	DETROIT PUBLIC LIBRARY	My E-Mail Address:	ksolomo@sl.universalservice.org
Today's Date:	3/19/2010	Total Pages:	10
PLEASE RESPOND BY:	4/18/2010		
Form 471 Application Number(s):	768056, 768410, 768476		

**PLEASE CALL TO CONFIRM THAT
THIS DOCUMENT HAS BEEN RECEIVED IN ITS ENTIRETY.**

It is important that we receive all of the information requested within **30** calendar days from the date of this document so that USAC may complete the review of your funding request(s). USAC urges you to carefully review your response before returning it to ensure that you have provided complete responses to all questions. Finally, note that USAC is unable to grant multiple or lengthy extensions to respond to this request for information.

**(Part I) Competitive bidding and vendor selection processes, and
(Part II) Information to support the certifications you made on FCC Form 471**

Who can respond to this request for information?

This document requests information that must be provided by the applicant or by the applicant's authorized representative.

How to respond

Please send your responses to the questions outlined on the following pages to:

Via Fax:	Via Expedited Mail:	Via email:
Kenneth Solomon	Kenneth Solomon	ksolomo@sl.universalservice.org
PIA Selective Review (973) 599-6515 (fax)	SLD 30 Lanidex Plaza West PO Box 685 Parsippany, NJ 07054-0685	

Thank you for your assistance as we work to assure the integrity of the Schools and Libraries Universal Service Support Mechanism. It is important that we receive all of the information requested within 30 calendar days. *A checklist of the items requested in this document is included on page 2.* If you have any questions regarding this or these worksheets, please contact the reviewer at the phone number or email address listed above.

1	Item 25 Worksheet Summary (page 3)	Attached to this document.	XXEnclosed								
2	Signed & dated contracts and/or other agreements with service providers related to the Form(s) 471	See attached. Note that there are three contracts and the following corrections should be made on the three Form 471s for FY 2010. The referencing Form 470 for the three 471s should be 169770000725793. The correct contract dates should be: 1. 768056 4/7/09 – 4/6/2012 2. 768410 2/12/09 – 2/11/2012 3. 768476 2/12/09 – 2/11/2012	XXEnclosed <input type="checkbox"/> N/A								
3	Request For Proposal (RFP) Please specify: Release date: mo ___/day ___/year ___ Due date: mo ___/day ___/year ___	There were none	<input type="checkbox"/> Enclosed XX N/A								
4	All bid responses received for all Priority I & Priority II funding requests. If no bids were received for any FRN, please indicate so in writing. It may be helpful to include a chart as indicated below: <table border="1" data-bbox="207 709 732 806"> <thead> <tr> <th>Appl #</th> <th>FRN #</th> <th>#of bids received</th> <th>Vendor selected</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	Appl #	FRN #	#of bids received	Vendor selected					There were none	<input type="checkbox"/> Enclosed XX N/A
Appl #	FRN #	#of bids received	Vendor selected								
5	Vendor selection process description (created during the bidding process)	There was none	<input type="checkbox"/> Enclosed <input type="checkbox"/> XX N/A								
6	Was a consultant used relating to the planning, implementation and support of your E-Rate funding requests? XX Yes <input type="checkbox"/> No If yes, provide a signed and dated Consultant Agreement(s) or Letter of Agency	A consultant was used to assist in responding to this review. The LOA and a non-certification statement are attached.	<input type="checkbox"/> XX Enclosed <input type="checkbox"/> N/A								
7	Correspondence between the consultant/service provider and the school/library regarding the competitive bidding process and the application process	There was none	<input type="checkbox"/> XX Enclosed <input type="checkbox"/> N/A								
8	Organizational Structure, such as organizational flow chart, reporting structure, etc.	See attached	XX Enclosed <input type="checkbox"/> N/A								
9	Resource Plan and E-Rate Implementation Description (page 7)	See attached	XX Enclosed								
10	Technology Plan Support Request for FY 2010 (page 8) Indicate Technology Plan creation date here: Mo. ___10___/day ___12___/year ___2009___ Indicate time period your technology plan covers: Mo. ___7___/day ___1___/year ___2010___ through Mo. ___6___/day ___30___/year ___2013___	See attached	XX Enclosed								
11	Budget Information (page 7) (Approved operating budget or alternative budget documentation for FY 2010) Please check which you have provided: XX Final and Approved budget for 2010-2011 <input type="checkbox"/> Letter and Budget Alternatives	See attached	XX Enclosed XX Final and Approved budget for 2010-2011 Letter and Budget Alternatives								
12	Universal Service Administrative Company (USAC) Review Questions (pages 8-9) Please see all libraries Schools and libraries Division	See attached	Selective Review Instructions and Worksheet – Page 3 XX Enclosed								

Item 25 WORKSHEET SUMMARY:

Complete and return to Schools and Libraries Division (see pages 5-7 for instructions)

Item 25 Worksheet Summary	Funding Year 2009(07/01/09– 06/30/10)	Funding Year 2010 (07/01/10–06/30/11)
Section I: Connectivity(see page 5)		
I-A. Commitment Amount Requested		
• Telecom	1	\$126,135.00
• Internet Access	2	\$661,752.90
• Basic Maintenance of Internal Connections	3	\$202,500.00
• Internal Connections	4	\$0.00
TOTAL		990,387.90
I-B. Form 471 Applicant's Share		
• Telecom	5	\$14,015.00
• Internet Access	6	\$73,528.10
• Basic Maintenance of Internal Connections	7	\$22,500.00
• Internal Connections	8	\$0.00
TOTAL		\$110,043.10
I-C. Amounts not covered by E-Rate		
• Telecom	9	\$ 14,015.00
• Internet Access	10	\$ 73,528.10
• Basic Maintenance of Internal Connections	11	\$ 22,500.00
• Internal Connections	12	\$00
Section II: Hardware (see page 5-6)		
II-A. Number of Computers Connected	13a. # 813	13b. #167
II-B. Number of Servers Connected	14a. #29	14b. #2
II-C. Number of Data/Voice Drops Installed	15a. #281	15b. # 12
II-D. Applicant Expenditure	16a. \$521,494.99	16b. \$400,000.00
II-E. Contribution / In-Kind Donations	17a. \$ 00	17b. \$ 00
Section III: Professional Development (see page 6)		
III-A. Staff Training Hours (since 2006) (Total 100%):		
0-4 Hrs. <u> 0 </u> % 5-14 Hrs. <u> 0 </u> % 15-24 Hrs. <u> 0 </u> % 25-49 Hrs. <u> 100 </u> % 50+ Hrs. <u> 0 </u> %		
III-B. Applicant Expenditure	20a. \$191,231.77	20b. \$250,000.00
III-C. Contribution / In-Kind Donations	21a. \$00	21b. \$00
Section IV: Software (see page 6)		
IV-A. Applicant Expenditure	23a. \$963,000	23b. \$ 500,000
IV-B. Contribution / In-Kind Donations	24a. \$00	24b. \$00
Section V: Retrofitting (see page 6)		
V-A. Applicant Expenditure	26a. \$00	26b. \$00
V-B. Contribution / In-Kind Donations	27a. \$00	27b. \$00
Section VI: Maintenance (see page 6)		
VI-A. Applicant Expenditure	29a. \$708,449.00	29b. \$800,000
VI-B. Contribution / In-Kind Donations	30a. \$00	30b. \$00

Section VII: Technology Implementation Level (Enter Number of schools/libraries at each level from worksheet)

Level 1 current:	Level 2 current:	Level 3 current:	Level 4 current:
Level 1 by 6/30/11: 0	Level 2 by 6/30/11: 0	Level 3 by 6/30/11: 25	Level 4 by 6/30/11: 0

applicant's funding requests. This information should be provided for all funding requests including tariff, month-to-month and contracted services.

4) **VENDOR SELECTION PROCESS**

Please provide your bid evaluation matrix that was used to select your vendor. Include all bids that you received and any other bid documentation such as attendance sheets, correspondences to and from the bidding vendor and a description of your bid evaluation process. This information should be provided for all funding requests including tariff, month-to-month and contracted services.

For additional information regarding this section, please visit

<http://www.universalservice.org/sl/applicants/step04/construct-evaluation.aspx>

5) **CONSULTING AGREEMENTS**

Please indicate if a consultant was used for the planning, implementation, and support of your E-Rate funding request(s) and provide a signed and dated copy of any consulting agreement (s) or Letters of Agency. If a consultant was not used, please indicate as such.

6) **CORRESPONDENCE**

Provide a copy of all correspondence between your entity and any service providers or consultants regarding the competitive bidding process and the application process.

7) **ORGANIZATIONAL STRUCTURE**

If your organization functions in multiple capacities, such as consultant, service provider, and/or applicant, provide a copy of your organizational flow charts or budget clearly identifying your business functionality and reporting structure in the organization.

If there is any other documentation that would be helpful to us in our review to ensure that you complied with the Commission's rules requiring a fair and open competitive bidding process, please provide that as well.

Part II: Information Regarding Your Item 25 Certification

To ensure that E-Rate funds are allocated appropriately, and in accordance with FCC Orders, each applicant is required to certify in Item 25 of the Form(s) 471 that: *"The school(s) or library(ies) I represent have secured access to all the resources, including computers, training, software, maintenance, and electrical connections necessary to make effective use of the services purchased as well as to pay the discounted charges for eligible services."*

1) Item 25 Worksheet Summary Instructions: (for complete instructions, please go to:

<http://www.usac.org/sl/applicants/step08/undergo-selective-review>)

This part of the review is based on your ability to pay the non-discounted portion of the funding that you requested on your Form(s) 471. **Remember that the funds for your share of the E-Rate cannot come directly or indirectly from your service provider.**

Section I. Connectivity I-A, I-B, I-C.

We combined the commitment amounts that you requested on your Form(s) 471, Block 5, Item 23k by service category (e.g., telecommunications, Internet access, internal connections, basic maintenance). We placed those sums next to the respective service category(ies). Please verify that these are the correct sums of the funding request amounts.

If you have determined a discrepancy due to:

- Funding Year 2010 Form(s) 471 contains duplication to account for Funding Year 2009 funding uncertainties; and/or
- You have identified additional Form (s) 471 not listed on the cover page of this document:

(1) make necessary adjustments to Subsections I-A and I-B to accurately reflect all Form(s) 471 filed by your billed entity, (2) initial it, and (3) in a separate attachment explain the adjustment when you return the worksheet.

Sections II through VI:

Hardware, Professional Development, Software, Retrofitting and Maintenance

You will be asked for investment amounts in these areas for the prior Funding Year 2009 (July 1, 2009 through June 30, 2010) and also for the investment that coincides with Funding Year 2010 (July 1, 2010 through June 30, 2011). It is not

initially necessary to document your estimates. However, in the event of a future audit, or depending on the results of our analysis, you may be asked to provide additional documentation to clarify or substantiate your estimates.

Section II: Hardware

As of Today		As of June 30, 2011	
Section II-A, 13a	Number of computers connected to the Internet	Section II-A, 13b	Number of computers to be connected to the Internet
Section II-B, 14a	Enter the number of servers connected to your network	Section II-B, 14b	Enter the number of servers scheduled to be connected to your network
Section II-C, 15a	Enter the number of data and/or voice drops that are currently installed	Section II-C, 15b	Enter the number of data and/or voice drops that are scheduled to be installed
Funding Year 2009		Funding Year 2010	
Section II-D, 16a	Estimate your total expenditures for hardware	Section II-D, 16b	Estimate your total expenditures for hardware
Section II-E, 17a	The value of in-kind hardware donations received	Section II-E, 17a	The value of in-kind hardware donations received

Section III: Professional Development

Professional Development, which is not eligible for E-Rate discounts, is necessary to ensure that you are prepared to make effective use of purchased services. Professional development should provide for ongoing and sustained training for not just the technical staff, but teachers or librarians as well.

Sections IV - VI: Software, Retrofitting, and Maintenance

- **Applicant Expenditure Lines:** Enter your estimate of the value of your E-Rate non-eligible expenditure for software, retrofitting, maintenance for Funding Year 2009 ("a" column) and anticipated expenditures in Funding Year 2010 ("b" column).
- **Contribution/In-Kind Lines:** Enter your estimate of the value of any in-kind contributions/donation or pro-bono work for software, retrofitting, maintenance for Funding Year 2009 ("a" column) and anticipated contributions/donations Funding Year 2010 ("b" column).
- If you indicate zero dollars spent in any of the Software, Retrofitting or Maintenance categories, please provide a brief explanation in Resource Plan and E-Rate Implementation Description regarding why you entered this amount.

Section VII: Technology Implementation Level Worksheet

- In column (A), list the number of schools or libraries that currently fall into the technology levels described below.
- In column (B), indicate where you anticipate your schools/libraries to be, as a result of the technology requests you made on your Funding Year 2010 Form(s) 471.

If you are responding on behalf of a consortium, a school district or a library system that has schools or libraries (outlets/branches) at different levels, please list the number of sites that are at each level.

(A) Please list the <i>number</i> of schools and libraries that <i>will</i> be at each level <i>after</i> the requested service are installed. Each school should be listed once (i.e. if ABC School will be in Level 4, no need to list it in Level 1).		(B) After 2010-2011 E-Rate products/services are installed number of Schools/Libraries
Level 1	Phone Service, and Single Point Internet Access	Enter the above number in "Level 1 by 6/30/11:" on the Item 25 Worksheet.

Level 2	Phone Service and multiple computers connected directly to the Internet in a networked lab or single location in a single library.	Enter the above number in "Level 2 by 6/30/11:" on the Item 25 Worksheet.
Level 3	Phone Service and direct Internet connection on building LAN with some classrooms networked or distributed centers in a library.	Enter the above number in "Level 3 by 6/30/11:" on the Item 25 Worksheet.
Level 4	Phone Service, and direct Internet connection on building LAN with access from all classrooms or library centers.	Enter the above number in "Level 4 by 6/30/11:" on the Item 25 Worksheet.

Resource Plan and E-Rate Implementation Description: (Submit a Narrative)

Describe your overall strategy for implementing your E-Rate requests this year, including any significant investment in technology prior to Funding Year 2010. Please note if you have applied for matching funds or grants from other sources that have not been approved. Include all information about resources that you have available to make effective use of E-Rate funding. Give us an overall picture of what you are trying to accomplish so that we can better understand how the requested services will work in conjunction with the resources you have identified throughout this document.

If you have indicated zero dollars in Sections IV - VI: Software, Retrofitting, and Maintenance on the Item 25 worksheet, please explain or provide details as to why no investments are being made in those categories; (i.e., explain what retrofitting work has already occurred, what software you have on hand, if any maintenance contracts are still in place).

TECHNOLOGY PLAN

- Provide a copy of the written technology plan that covers Funding Year 2010 (July 1, 2010 through June 30, 2011) that supports and validates the services requested on your applications for Funding Year 2010, and that was in place at the time you filed your Form(s) 470 for FY 2010.
- Please indicate who created the technology plan and/or assisted you with its development (e.g. the School District, a consultant, an ESA, etc.) the time period the technology plan covers and who approved or will approve the plan.

Your technology plan helps us better understand the resources that are available to support the funding requests that you have submitted on your Form(s) 471.

OPERATING BUDGET

Final, Approved Operating Budget:

Provide an approved 2010-2011 operating or facilities budget, including total revenues and expenses (covering Funding Year 2010: July 1, 2010 – June 30, 2011) that documents your expenditures and ability to pay your share of the purchased products/services. **(YOU MUST INDICATE THE EXPENSE LINE(S) FROM WHICH YOUR E-RATE SHARE WILL BE PAID.)** If you provide a final approved budget, we may verify that budget with independent sources. Please indicate on the budget whether or not it is final and approved.

Alternatives to a Final, Approved Operating Budget:

If a final, approved budget is not available or is still in the approval process, we will accept certain alternative documentation, please go to: <http://www.usac.org/sl/applicants/step08/undergo-selective-review> for further details.

Pre-Commitment CIPA Review

The Children's Internet Protection Act (CIPA) requires schools and libraries receiving discounts on Internet Access, Internal Connections, and/or Basic Maintenance of Internal Connections services to certify that they are enforcing a policy of Internet safety that includes measures to block or filter Internet access for both minors and adults to certain visual depictions.

Determination of your first, second, and third funding years for purposes of CIPA

The first funding year after the effective date of CIPA (April 20, 2001) in which you apply for support for Internet access, Internal Connections, or Basic Maintenance of Internal Connections is the first funding year for the purpose of CIPA. Once your first funding year is established, the next two funding years will be your second and third funding years for the purpose of CIPA. In the first funding year, you must be **in compliance** with CIPA or **undertaking actions to comply** with CIPA in order to receive support for Internet access or Internal Connections services.

If you apply for support for Internet access, Internal Connections, or Basic Maintenance of Internal Connections in the second funding year, you must certify compliance with CIPA unless state or local procurement rules or regulations or competitive bidding requirements prevent the making of the certification. If in the second funding year you are unable to make the certification, you must **submit a CIPA waiver** on Form 486 Item 6b or 6c or Form 479 Item 6d or 6e, as appropriate. You must also certify that you will become compliant with CIPA requirements before the start of the third funding year.

The third funding year for purposes of CIPA is the funding year immediately following the second funding year. If you apply for support for Internet access, Internal Connections, or Basic Maintenance of Internal Connections in the third funding year, you must be **in compliance** with CIPA.

For more information about the CIPA policy or questions about determining CIPA compliance, please contact the Client Service Bureau (888-203-8100).

Listed below are the three requirements all applicants must meet in order to be considered CIPA compliant. Were you granted a CIPA waiver on Form 486 Item 6b or 6c or Form 479 Item 6d or 6e as described above? Yes _____
No XX _____

Technology Protection Measure (Filter)

A technology protection measure is a specific technology that blocks or filters Internet access. It must protect against access by adults and minors to visual depictions that are obscene, child pornography, or — with respect to use of computers with Internet access by minors — harmful to minors. It may be disabled for adults engaged in bona fide research or other lawful purposes. For schools, the policy must also include monitoring the online activities of minors.

- Do you have a technology protection measure in place? Yes XX No _____
- Please provide documentation that demonstrates you have a specific technology protection measure in place that blocks or filters Internet access (e.g., invoice for Internet filtering services, work orders showing when the filter was installed or will be installed, and/or a report demonstrating the web sites that have been filtered, etc.).

Public Notice and Public Hearing

CIPA requires that a school or library must provide reasonable public notice and hold at least one public hearing to address a proposed technology protection measure and Internet safety policy.

- Have you provided reasonable public notice and held at least one public hearing to address a proposed technology protection measure and Internet safety policy prior to the start of your second funding year of CIPA or prior to the start of your third funding year of CIPA if granted a waiver, as described above? YES
- Provided Reasonable Public Notice: Yes XX No _____
- Held at least one Public Hearing: Yes XX No _____

- Provide supporting documentation (e.g. newspaper references, School Board letter or agenda, School Board meeting minutes).

Internet Safety Policy

An Internet Safety policy must address the following five issues:

1. Access by minors to inappropriate matter on the Internet and World Wide Web
 1. The safety and security of minors when using electronic mail, chat rooms, and other forms of direct electronic communications
 2. Unauthorized access including "hacking" and other unlawful activities by minors online
 3. Unauthorized disclosure, use, and dissemination of personal information regarding minors
 4. Measures designed to restrict minors' access to materials harmful to minors
- Did you have an Internet Safety Policy in place prior to the start of your second funding year of CIPA or prior to the start of your third funding year of CIPA if granted a waiver, as described above? Yes No
 - Provide a copy of the **most current** version of your Internet Safety policy. See attached
 - If your policy was revised **after the start of services** for this Funding Year, please provide a copy of your **previous** Internet Safety Policy upon which the revised policy was based.

Selective Review Information Request Completion Certification

Complete and return the enclosed Certification to the Schools and Libraries Division (SLD). If the applicant's authorized representative completed the information in this document, please *attach a copy of the letter of agency or other agreement* between the applicant and consultant authorizing them to act on the school or library's behalf. For the purposes of this form, in the Employer's Name field, a consultant should enter the name of his or her consulting firm. Please note that if an authorized representative signs this form, a signer of school or library official is also required in the space provided below.

Note- if a consultant was used, the consultant as well as a school official MUST sign below.

SECTION 1: AUTHORIZED SIGNER INFORMATION		
Name of Authorized Signer See another document that is signed.	Title	
Email Address	Telephone Office:	Fax :
Authorized Signer's Employer's Name		
Employer's Street Address	State	Zip Code
SECTION 2: APPLICANT INFORMATION		
Billed Entity Name DETROIT PUBLIC LIBRARY	Billed Entity Number 130943	
Funding Year 2010 Forms 471 Application Numbers: 768056, 768410, 768476		
SECTION 3: CERTIFICATION STATEMENTS		
<ul style="list-style-type: none"> ▫ I certify that I prepared the responses in this document on behalf of the above named entity. ▫ I certify that despite any budget deficits, fund-raising effort shortfalls, or other uncertainties we expect to be able to finance this budget. 		
Authorized Signer's Signature	Date	
Authorized School or Library Official's Signature and Title	Date	
Print name of authorized school or library official named above		

The FCC's Fifth Report and Order (FCC 04-190) released on August 13, 2004, sets out document retention requirements for program participants. Failure to comply with these requirements will put your funding at risk.

**FROM THE DESK OF
TIMOTHY E. CROMER, CAO**

April 23, 2010

**TO: Mr. Kenneth A. Solomon
Universal Service Administrative Company
Schools and Libraries Division**

SUBJECT: Selective Review Information Request

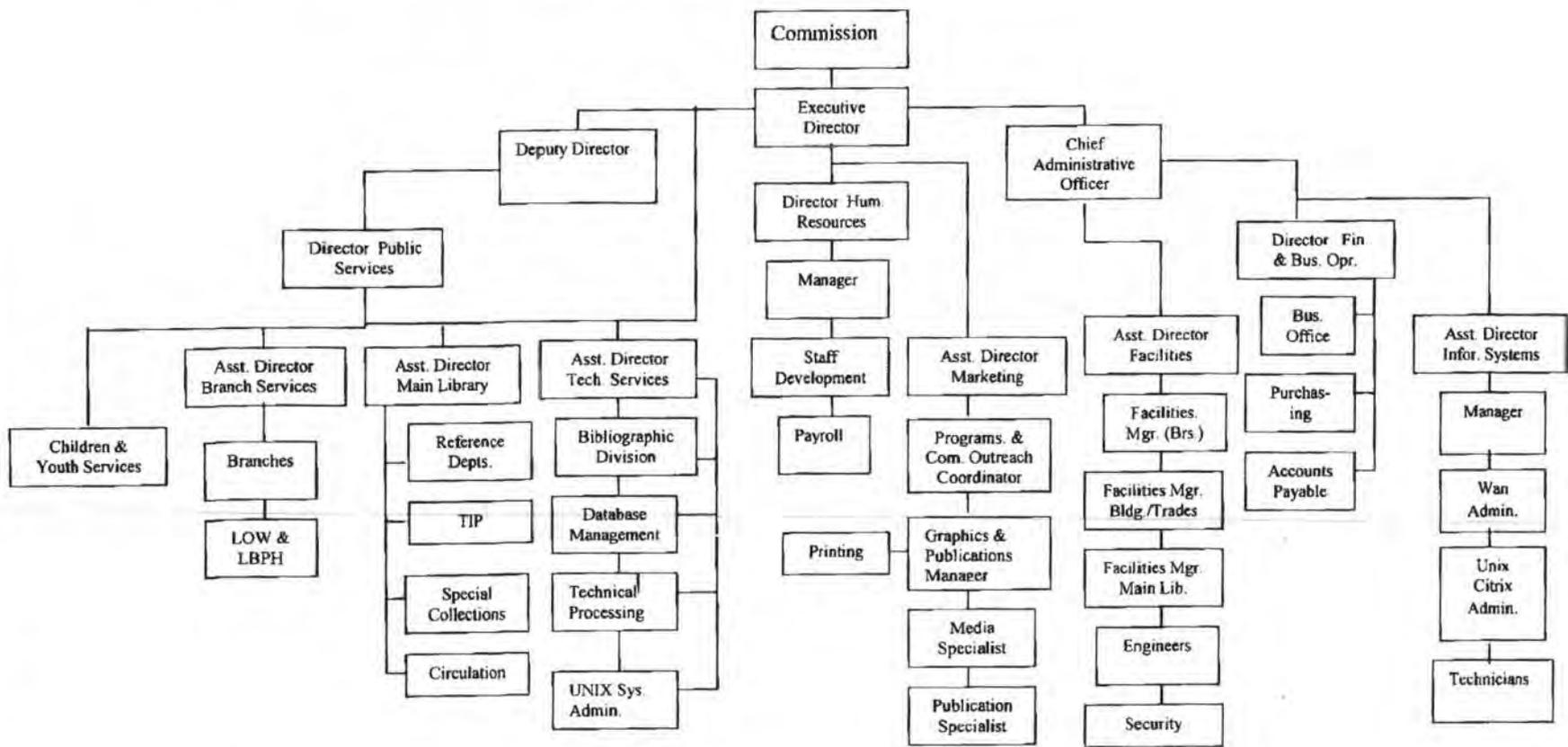
Thank you very much for granting the Library an extension to respond to the Selective Review Information Request.

Ms. Carol Underriner, E-Rate Consultant for the State of Michigan, contacted the Library and said that she could assist us in our response to the Review. This letter authorizes you to interact with, receive from, and send information request to her. You can reach Ms. Underriner at (314) 983-0292.

Once again, thank you.

**cc: Ms. Carol Underriner
E-Rate Consultant – State of Michigan**

DPL ORGANIZATION 2010



**Technology Plan-Detroit Public Library
July 1, 2010 – June 30, 2013**

- 1. What is the mission of your library? Please note that the goals and strategies you list to answer the next question should be tied to this mission.**

The Detroit Public Library enhances the quality of life for the diverse and dynamic community in the City of Detroit. The library enlightens and empowers its citizens to meet their lifelong learning needs through open and equitable access to information, technology, and cultural/educational programs.

- 2. What are your goals and strategies in using technology to meet this mission? Please state these goals clearly and use the strategies to provide measurable milestones to meet your mission. This plan should cover a period of three years. Fiscal or calendar years are acceptable. If your institution is required by local authorities to operate under a longer planning cycle, this is acceptable.**

In order to fulfill its mission, the Detroit Public Library will focus on:

Technology-based services that meet the cultural, professional, educational and recreational needs of its customers. DPL wishes to incorporate state-of-the-art technologies to achieve library goals and to provide fast, efficient delivery of library services to the public. Technology is one of the Library's highest priorities and is the fastest growing resource need.

Specific technology goals follow:

1. Provide quality technology based services in an environment of continuous improvement.
 - a. Replace the Library's backbone to assure continuous operation by the end of 2013.
 - b. Expand employee intranet by the end of 2013.
2. Provide access to a variety of technology resources and services that meet the diverse information needs of customers.
 - a. Continue to provide access to a variety of computer applications and Internet resources for customers.
 - b. Completion of wireless Internet access to 23 branches by 2013.
3. Increase the technology awareness and utilization of library users.
 - a. Continue to provide computer-training classes at Main library and at every branch.
 - b. Actively market electronic resources to staff and customers continuously.
4. Maximize the technology resources of the library through the effective use of assets and the development of innovative strategies.
 - a. Wireless Technology
 - b. Electronic Resources

5. Improve the community's access to system-wide electronic resources through remote access and customer authentication from home or office.
 - a. Continue to provide remote access to Thomson Gale products.
 - b. Expand access to tutor.com
 - c. Promote on-line literacy application
 - d. Continue to pursue remote access for other electronic resources with publishers.

3. **Please describe technology already in place. What additional hardware and software will be needed? Include your plans for replacement of outdated equipment.**

Existing technology:

- 981 public access computers, 403 staff computers
- 52 printers
- Internet broadband access at 45.5 Mbps capacity
- Wireless Internet at Main library and 20 branches

Hardware and Software needs:

- The library's existing backbone (routers and switches) have been replaced with more robust equipment to meet the growing demand for technology.
- Additional workstations and servers are needed at all branch locations to meet the growing demand for technology resources.
- Intranet software is in prototype stages.

Replacement Plans:

- The Detroit Public Library would like to replace public computers every two years but due to budget constraints, the library has not been able to achieve this goal.
- The backbone has been replaced to continue the support of current technology demands.

4. **Describe training and/or technical skills your staff already possesses. How do you plan to train your staff to help meet its mission? What training or continuing education will staff receive in using technology to achieve the mission?**

The Detroit Public Library has an Internet Training Lab with 21 computers for public access and 21 computers for staff and public computer training. DPL currently has 2 trainers to provide computer training to the public and staff. The current curriculum includes more than 16 software-training programs to train customers on basic and advanced computer skills.

Librarians are required to attend training sessions provided by publishers of electronic resources, the Michigan Electronic Library and the Michigan Library Consortium to remain up-to-date on new and existing electronic resources in order to teach customers how to use electronic resources to meet their information needs.

5. Please describe your technology budget for the next three years of this plan.

Year	2009/11	2010/11	2011/12
Hardware	\$680,000	\$475,000	\$360,000
Software	1,000,000	190,000	95,000
Telecommunications	750,000	500,000	500,000
Database Licensing	400,000	400,000	400,000
Contract Services	800,000	800,000	800,000
Staff Training	200,000	250,000	250,000
Depreciation			
Ongoing Maintenance (Software)	75,000	75,000	75,000
Ongoing Maintenance (Hardware)	300,000	500,000	500,000
Total	\$4,205,000	\$3,190,000	\$2,980,000

6. How will you evaluate progress in achieving the goals and strategies you've outlined in question 2? How will you decide to make course corrections, if indicated?

The technology will be evaluated annually to determine if it needs to be updated to reflect new goals and objectives. The Chief Administrative Officer will update the plan.

The plan evaluation will include measuring progress toward the goals stated above, reviewing the frequency and effectiveness of computer training for both customers and staff to determine if they are meeting the needs of both groups, and determining if the current technology is progressing to anticipate and meet the needs of customers.

In order to assure the Detroit Public Library is up-to-date on emerging technology, administrative staff will attend conferences such as the American Library Association Conference, technology conferences, read literature about library technology, learn additional software and hardware as budget allows and network with other libraries.

7. How will savings from the USF discounts be applied in your library or consortium?

The savings from the Universal Service Fund discounts will be used to help defray the costs of new computer equipment and to implement new technologies as they emerge.

December 16, 2003

COMMITTEE ON FINANCE (CONT'D.)

Authorization to Increase Continuing Contract for N2H2 Filtering Services (Cont'd.)

far more than the \$1,700 annual difference between N2H2 filtering 700 and 1000 PCs.

Commissioner Thomas moved authorization to increase the FY2004 continuing contract with N2H2 for Bess filtering services from one thousand seven hundred fifty dollars (\$1,750) to five thousand seven hundred dollars (\$5,700). The contract was supported and unanimously adopted.

Authorization to Purchase Computer and Technology Equipment with Reed Act Grant Funds

Commissioner DiChiera reported that for the second consecutive year, Reed Act funds have been designated to the Detroit Public Library. Reed Act funds are federal dollars limited to the provision of services to the unemployed. For FY 2003/2004, DPL will receive \$1,000,000.

Through this grant, DPL is expected to:

- Enhance its technologies to better serve the unemployed.
- Enhance its Career Employment and Information Center (CEIC) located at the Main Library.
- Replicate the CEIC Service at four Branch Locations.
- Develop a web portal linked to DPL's website for information on jobs and job training.
- Enhance staffing to provide job training and facilitate unemployment services.

New computers, printers, presentation equipment and other technology devices are needed to fulfill the technology mandates of the Reed Act Grant.

Commissioner DiChiera moved authorization to purchase technologies for library locations as specified in DPL's Reed Act Grant award, for a cost not to exceed five hundred thousand dollars (\$500,000). The purchase was supported and unanimously adopted.

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December 16, 2003

COMMITTEE ON FINANCEAuthorization to Increase Continuing Contract for N2H2 Filtering Services

Commissioner Thomas reported that the Detroit Public Library currently uses Bess filtering software to block pornography on the Internet from approximately 200 public access PCs used by children. The U.S. Supreme Court's recent decision upholding the federal Children's Internet Protection Act (CIPA) expands using filters to all library PCs accessing the Internet.

On June 17, 2003, the Detroit Library Commission approved a continuing contract with N2H2 for FY2004 Bess filtering services not to exceed \$1,750. Meeting CIPA requirements requires spending more than that.

CIPA requires libraries to filter all PCs accessing the Internet in order to continue receiving federal funds for telecommunications and computer equipment to access the Internet. This requirement exists whether Internet access is one of many uses or the sole use for equipment. Legal opinions on CIPA state that the Act applies to all Internet accessible PCs whether used by juvenile or adult customers or library staff.

CIPA's impact on DPL rises from at least \$2,000,000 in federal funding either already in-hand or committed to DPL for telecommunications reimbursements and the purchase of new equipment. DPL's options to retain this funding are to filter everything or selectively block Internet access on some PCs and filter the rest. Filtering everything means all 1000 PCs on DPL's current network. Selectively blocking Internet access still means filtering approximately 700 PCs currently on the network.

N2H2 projects expanding DPL's current contract from 200 to 700 PCs increases DPL's FY2004 costs to \$4,074. They also project expanding from 200 to 1000 PCs increases to \$5,668.

Information Services' staff time to selectively remove Internet access from some DPL PCs, maintain records of that difference between PCs, and customize (if necessary) future software installations for that difference will cost DPL

Detroit Public Library

Detroit Public Library
 Attn: Business Office
 5201 Woodward Avenue
 Detroit, MI 48202

PURCHASE ORDER

DATE	P.O. NO.
1/15/2008	Z8975

VENDOR

Secure Computing Corporation
 NW 7182
 P.O. Box 1450
 Minneapolis, MN 55485-7182

SHIP TO

Detroit Public Library
 5201 Woodward Avenue
 Detroit, MI 48202
 Attn: Technical Services/Randolph Call

Buyer	TERMS	Vendor Number	Req#/Cost Center-Object Code	
D. Hall	Net 30	1077490	N8046/720002-617100	
ITEM	QTY	DESCRIPTION	RATE	AMOUNT
209-38	1,000	SmartFilter Bess Edition (SFCL-EDU-1K-2499-36) 3 Year Renewal Bess Internet Filtering Software Subscription, effective 12/01/07 through 11/30/10. In accordance with DPL Commission Approval 12/21/04	14.56	14,560.00
C.C. Software-Tech Services			Total	\$14,560.00

Received By:

Date:

Purchasing Office Copy___ Receiving Agency___

Accts Payable___

Purchasing File Copy___

Vendor Copy___

Authorized Signature

David C. Hall *J. Randolph Call*
 1/18/2008

PLEASE SIGN, DATE & RETURN
 TO PURCHASING DEPT

SECURE	Secure Computing Corporation 2340 Energy Park Drive ST. Paul, Mn 55108	Quotation			
End User Company Name:		Quote #:			
Quote Date:	December 13, 2007	Valid Through:	January 12, 2008		
Quotation For:		Prepared By:			
Company Name:	Detroit Public Library	Name:	Michael Carroll		
Street:	5201 Woodward Ave	Phone:	248-705-5732		
City, St, Postal Code:	Detroit, Mi 48202	Fax:	248-636-4065		
Country:		Email Address:	mike_carroll@securecomputing.com		
Contact Name:	Randy Call	General Info:			
Contact Phone:	313-833-4501	Payment Terms:	Net 30		
Contact Fax:		Shipping Terms:	FOB Origin		
Contact Email:	rcall@detpublib.org	Tax ID:	52-183-7226		
Product SNs or Site IDs:	SF4N-2CP3-WTFG-DP36	CAGE:	OHDC7		
Please include product SN's or Site ID's on your purchase order when renewing support contracts or subscriptions		DUNS:	60-819-3803		
Comments or Special Instructions:	Expired 11/29/2007 Utilizing the "3 for 2" Promo				
					
#	Part Number	Description	Qty	Price	Extended
1	SFCL-EDU-1K-2499-36	SmartFilter, Best edition, 3 Yr. 1000-2499 Users	1000	\$ 14.56	\$ 14,560.00
TOTAL					\$ 14,560.00

*Purchase req
sent for T. Cromer's
counter sign 12/27/07*

If you have any questions concerning this quotation contact our sales department at +1-800-379-4844 or your local account sales representative.

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STATE OF MICHIGAN
DEPARTMENT OF EDUCATION
LANSING

RICK SNYDER
GOVERNOR

MICHAEL P. FLANAGAN
SUPERINTENDENT OF
PUBLIC INSTRUCTION

ATTESTATION

July 26, 2012

This is to attest to the fact that had we (the State Library of Michigan and E-rate certified tech plan approver for libraries in the State of Michigan) received the technology plan prepared by the Detroit Public Library for the period July 1, 2010 through June 30, 2013 before the start of services on July 1, 2010, we would have approved that technology plan for Funding Year 2010.

Nancy R. Robertson, State Librarian

Date

LIBRARY OF MICHIGAN

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