Subcommittee Vice Chairman Leonard Lance

1. **In his testimony before the Subcommittee, Chris Sambar, Vice President of AT&T, stated that AT&T intends to develop, test and certify devices and applications for use on the FirstNet network based on "proprietary" standards, despite the fact that the Middle Class Tax Relief and Job Creation Act of 2012 requires FirstNet to "promote competition in the equipment market, including devices for public safety communications by requiring that equipment for use on the network be built to open, non-proprietary, commercially-available standards."**

    a. **How will FirstNet work to ensure that all aspects of its network deployment plan, including the activities of its contractors and subcontractors, are open and fully competitive?**

FirstNet's strategy for maximizing interoperability across the nationwide public safety broadband network (NPSBN) is to leverage, consistent with its statutory mandate, open, standards-based network solutions. The need for interoperable communications among public safety users from different agencies helped drive the creation of FirstNet, and it is core to our mission.

Accordingly, FirstNet will hold AT&T to the terms and conditions of the NPSBN contract, including those applicable to promoting competition in the equipment market and requiring that equipment for use on the network be built to open, non-proprietary, commercially-available standards, and will monitor the implementation of these requirements through the review of submitted deliverables and the use of the Quality Assurance Surveillance Plan (QASP), which measures performance and contract compliance.

    b. **How will FirstNet work with the National Institute of Standards and Technology (NIST) to ensure that any devices and applications developed for use on FirstNet's network are open and interoperable and agnostic as to device manufacturer, application developer, and network provider?**

FirstNet has a close working relationship with the National Institute of Standards and Technology (NIST). NIST has supported, and continues to support FirstNet in technical areas, such as devices and applications, and cooperation on public safety communications research and development. For example, FirstNet is working closely with NIST in the development and creation of FirstNet's Device Approval Program. The Act directs NIST to maintain the "list of certified devices" for the FirstNet network. FirstNet is working closely with NIST and has a program in place to jointly develop and publish the list of certified devices. Additionally, FirstNet collaborates with the Public Safety Communications Research (PSCR) Division at NIST on research to address the security of data and applications via isolation technologies (project completed in 2017), security testing tools (ongoing), and access controls (ongoing).

The Honorable Gus Bilirakis

1. **In your testimony, you indicate that FirstNet has provided States with a draft Spectrum Manager Lease Agreement (SMLA), which includes terms and conditions that opt-out states would have to satisfy. In his testimony, John Stevens, the New Hampshire Statewide Interoperability Coordinator, testified that the SMLA New Hampshire received includes various "arbitrary and capricious" fees and penalties. This includes termination penalties and adoption disincentive payments. Please provide additional information regarding any fees, penalties, and other conditions associated with the SMLA states considering an opt-out**

have received.

a. What spectrum fees, if any, are included and how was the amount of such fee determined for each state?

Under the NPSBN contract, FirstNet fulfills its statutory mandate to be financially self-sustaining, in part, by receiving payments from its NPSBN contractor for use of the FirstNet-licensed spectrum over the next 25 years. Similarly, the model SMLA requires an opt-out state that seeks to use the FirstNet-licensed spectrum to make annual spectrum payments over 25 years, which are included in any opt-out Spectrum Manager Lease Agreement (SMLA) in exchange for the state receiving access to FirstNet's Band 14 licensed spectrum. This spectrum payment is necessary to help ensure FirstNet fulfills its statutory mandate to be a self-funded entity. These payments have been determined based on past spectrum auction amounts and FirstNet's open and competitive Request for Proposal (RFP) process. For example, the amounts payable by a state if it elects to opt-out are the same as the amounts that the NPSBN contractor would pay to support the NPSBN if the state elects to opt-in. This relationship is consistent across all states.

Given that all 50 states, five territories and the District of Columbia have opted in, the opt-out provisions as illustrated in the model SMLA that was distributed to the states, is no longer germane.

b. What adoption disincentive payments, if any, are included and how was the amount of such fees determined for each state?

Based on feedback, FirstNet has removed mandatory adoption targets and disincentive payments from the model SMLA. Instead, the model SMLA will require adherence to any user adoption assumptions provided by a state in its State Alternative Plan Program (SAPP) application submitted to the National Telecommunications and Information Administration (NTIA).

c. What termination penalties, if any are included in the SMLA?

The SMLA does not include termination penalties. A prior draft of the SMLA included a reference to a range of estimated termination payments, based on the possibility of a "greenfield" build at some point over the 25-year term of the SMLA. Based on feedback, FirstNet has removed that reference from the model SMLA and clarified that, in the event an opt-out state is unable to build out and operate its own RAN, the state would only be responsible for any actual costs FirstNet reasonably incurs reestablishing a Band 14 RAN in the state. An independent third party would be used to validate that the actual costs are reasonable for reestablishing the RAN. FirstNet would work with the state and all interested parties to develop the most cost-efficient solution to minimize any disruption to public safety communications as well as minimize the fiscal impact to the state.

d. Additionally, please expand on the process that FirstNet and any opt-out states will go through as the "draft" SMLA shifts to a final set of terms and conditions. What flexibility will states have, if any, to negotiate the terms? At what point in the process will that discussion take place?

All 50 states, five territories and the District of Columbia have opted in. Prior to the opt-in, states could have chosen to opt-out of the FirstNet proposed build and assume responsibility for building, operating, maintaining, and improving the RAN component of the NPSBN within their state. Under the Act, before entering into an SMLA with FirstNet, the opt-out state would have needed to: formally reject the FirstNet State Plan, engage in a procurement for its alternative RAN plan, submit to the Federal Communications Commission (FCC) an alternative plan showing that its RAN will comply with statutory interoperability requirements, and, if the FCC approves the State's alternative plan, apply to NTIA's State Alternative Plan Program (SAPP) for the authorization to enter into spectrum capacity leasing rights with FirstNet (SMLA) and for optional grant funds to cover a part of the cost of constructing its RAN (RAN Construction Funds).

At the request of the state, FirstNet would have engaged in discussions with a state as soon as the state provided the statutory notice of its intention to opt-out of the FirstNet proposed RAN deployment and assume the full responsibility for conducting its own RAN deployment within the state. These steps were to balance FirstNet's statutory duties with regard to the NPSBN, the State's responsibility to build, operate, maintain, and improve the RAN, including the long-term financial responsibility, and accommodations appropriate for the alternative RAN plan proposed by the state.

The Honorable Susan W. Brooks

1. **In your opening statement, you referenced risk. Can you expand upon the risks that you at FirstNet face?**

The primary risks to FirstNet include those related to nationwide network deployment and the challenge of providing a service offering that meets the needs of public safety entities throughout the country.

   a. **I understand that your RFP was designated to shift risk away from the government and onto your partner, AT&T, but what are the issues that concern you going forward? Security? Deployment? Adoption?**

The primary risks to FirstNet include those related to nationwide network deployment and the challenge of providing a service offering that meets the needs of public safety entities throughout the country, including cybersecurity, deployment, and adoption of the service.

FirstNet protects itself from risk through its contract with AT&T. The FirstNet task orders issued against the NPSBN contract to provide services in support of public safety entities are firm-fixed price. This type of vehicle has less risk to the Government as the price is not dependent on the contractor's cost experience. AT&T is not able to move forward with any additional or other work unless explicitly approved by the Government Contracting Officer.

Additionally, the contract and task orders includes specific milestone deliverables that AT&T must meet to be paid such as meeting key adoption targets of public safety users. If AT&T fails to meet its adoption targets, the Government has the ability to withhold funds from the contractor.

The Honorable Anna G. Eshoo

1. **My home state of California has serious concerns regarding estimated costs to states that opt out of FirstNet, and are unable to build out and operate its own Radio Access Network (RAN). In California's case, the cost would be in the area of $15 billion. California was told this figure was calculated based on the assumption that if California failed in deploying its own RAN, a "green field" build (one in which all construction is new and on bare soil) could cost as much as that amount. However, in its partnership with FirstNet, AT&T is basing its deployment of the NPSBN on existing infrastructure.**

a. **Why wouldn't the transition to a FirstNet/AT&T deployment use the same "existing AT&T infrastructure?" There would be no change to the cost for AT&T for its NPSBN deployment from that already planned.**

FirstNet's NPSBN contract with AT&T requires AT&T to maintain its current pricing for 900 days following State Plan delivery, in the event AT&T is tasked with building or deploying a RAN in an unsuccessful opt-out state during that period. However, AT&T is not required to maintain that pricing after 900 days, and the circumstances that might render a state unable to build out and operate its RAN at any point during the 25-year term are unknowable at this stage. In the event an opt-out state is unable to build out and operate its own RAN, the state would only be responsible for any actual costs FirstNet reasonably incurs reestablishing a Band 14 RAN in the state. An independent third party would be used to validate that the actual costs are reasonable for reestablishing the RAN. The state would not be charged any termination penalty. FirstNet would work with the state and all interested parties to develop the most cost-efficient solution to minimize any disruption to public safety communications as well as minimize the fiscal impact to the state. FirstNet also would explore how to leverage existing infrastructure to keep actual costs as low as possible.

b. **Will you provide California with a detailed breakdown of how this cost was calculated?**

FirstNet offered each state an estimated range, which was on the basis of a green-field build. Importantly, these were estimates and, as such, do not represent actual costs in the event a state is unable to build out and operate its own RAN at some point during the 25-year term. Any actual costs reasonably incurred by FirstNet might be less than those estimates and would only be known at the time the state is unable to proceed with its obligations. Based on feedback, FirstNet has removed references to these estimates in the updated model Spectrum Manager Lease Agreement (SMLA).

2. **In addition to the basis for the $15 billion Termination Payment Estimates, please provide the basis for your calculation of Annual Spectrum Network Capacity Payment as presented by NTIA.**

Under the NPSBN contract, FirstNet fulfills its statutory mandate to be financially self-sustaining, in part, by receiving payments from its NPSBN contractor for use of the FirstNet-licensed spectrum over the next 25 years. Similarly, the model SMLA requires an opt-out state that seeks to use the FirstNet-licensed spectrum to make annual spectrum payments over 25 years, which are included in any opt-out Spectrum Manager Lease Agreement (SMLA) in exchange for the state receiving access to FirstNet's Band 14 licensed spectrum. This spectrum payment is necessary to help ensure FirstNet fulfills its statutory mandate to be a self-funded entity. These payments have been determined based on past spectrum auction amounts and FirstNet's open and competitive Request for Proposal (RFP) process. For example, the amounts payable by California if it elects to opt-out are the same as the amounts that the NPSBN contractor would pay to support the NPSBN if California elects to opt-in. This relationship is consistent across all states.

a. **If under an Opt-Out scenario California is responsible for a payment exceeding $250 million annually, what is the total calculation for all such payments for the 56 states and territories year to year?**

If every state and territory opted-out, the total annual spectrum payments for the 56 states and territories year to year would vary over the 25-year term from a low of $120 million to a high of $1.7 billion.

Given that all 50 states, five territories and the District of Columbia have opted in, this calculation is no longer germane.

3. **If one were to apply the same basis that NTIA used for determining the range of grant funds that California could receive in an Opt Out scenario, the total revenue expected from all such use should exceed $3.4 billion annually.**

    a. **If so, how would that $3.4 billion, or portion thereof, be used to expand coverage in California?**

Any revenue FirstNet receives, including annual spectrum lease payments from opt-out states, in accordance with the Act, must be reinvested into the nationwide network or in enhancing public safety communications, including in the State of California. FirstNet's State Plan for California includes significant buildout milestones to expand coverage in the state that AT&T will be contractually obligated to meet at no cost to California taxpayers.

4. **It is my understanding that FirstNet requires AT&T to meet aggressive adoption targets in California. Specifically, FirstNet is requiring 218,000 subscribers in California by the third year and 350,000 subscribers by the 25th year.**

    a. **How can AT&T meet this adoption target when there are only approximately 160,000 first responders in the entire state of California?**

In determining the number of potential users and adoption targets, FirstNet relied on the statutory definition of public safety entity in the Act, which defines the potential public safety user base of the network beyond traditional first responders (police, fire, emergency medical services). In addition, the adoption targets are measured by the number of device connections (not by the number of responders subscribed to the network), such that there can be multiple device connections per responder (e.g., the use of phone and a tablet).

Relatedly, based on feedback, FirstNet has removed mandatory adoption targets and disincentive payments from the model SMLA. Instead, the model SMLA will require adherence to any user adoption assumptions provided by a state in its State Alternative Plan Program application submitted to NTIA.

5. **I'm also concerned about the interoperability with FirstNet of existing public-safety broadband networks like Los Angeles Regional Interoperable Communications System (LA-RICS), which was built using $150 million from the Broadband Technologies Opportunity Program (BTOP) grant program.**

    a. **Will LA-RICS be interoperable with FirstNet's network if California opts-in?**

On December 14th, 2017, LA-RICS board members approved an agreement that would transfer the LA-RICS BTOP-funded assets to AT&T, so they can be integrated into the FirstNet system. The agreement to transfer the BTOP-funded assets is currently under review by NTIA and NOAA.

<u>The Honorable Peter Welch</u>

1. **What is the specific statutory authority for FirstNet to assess any kind of termination or disincentive fees or penalty against states that decide to opt out?**

Based on feedback, FirstNet has removed mandatory adoption targets and disincentive payments from the model SMLA. Instead, the model SMLA will require adherence to any user adoption assumptions provided by a state in its State Alternative Plan Program (SAPP) application submitted to the National Telecommunications and Information Administration (NTIA).

Given that all 50 states, five territories and the District of Columbia have opted in, the opt-out provisions as illustrated in the model SMLA that was distributed to the states is no longer germane.

2. **What is the specific methodology FirstNet used to calculate proposed termination fees, disincentive payments and spectrum lease fees?**

Termination Fees:

Based on feedback, FirstNet has clarified in the model Spectrum Manager Lease Agreement (SMLA) that, in the event an opt-out state is unable to build out and operate its own RAN, the state would only be responsible for any actual costs FirstNet reasonably incurs reestablishing a Band 14 RAN in the state. An independent third party would be used to validate that the actual costs are reasonable for reestablishing the RAN. FirstNet would work with the state and all interested parties to develop the most cost-efficient solution to minimize any disruption to public safety communications as well as minimize the fiscal impact to the state.

Disincentive Payments:

FirstNet no longer includes disincentive payments in its model SMLA. Since FirstNet spectrum (Band 14) must be used to provide service to public safety users, the SMLA requires a State to abide by any user adoption assumptions reflected in its State Alternative Plan Program (SAPP) application to NTIA.

Spectrum Lease Payments:

Under the NPSBN contract, FirstNet fulfills its statutory mandate to be financially self-sustaining, in part, by receiving payments from its NPSBN contractor for use of the FirstNet-licensed spectrum over the next 25 years. Similarly, the model SMLA requires an opt-out state that seeks to use the FirstNet-licensed spectrum to make annual spectrum payments over 25 years, which are included in any opt-out Spectrum Manager Lease Agreement (SMLA) in exchange for the state receiving access to FirstNet's Band 14 licensed spectrum. This spectrum payment is necessary to help ensure FirstNet fulfills its statutory mandate to be a self-funded entity. These payments have been determined based on past spectrum auction amounts and FirstNet's open and competitive Request for Proposal (RFP) process. For example, the amounts payable by a state if it elects to opt-out are the same as the amounts that the NPSBN contractor would pay to support the NPSBN if the state elects to opt-in. This relationship is consistent across all states.

3. **Does FirstNet plan to disclose the terms of its contract with AT&T to the public?**

Although some elements of the NPSBN contract are considered public information, certain terms are protected by statute and regulation and accordingly will not be disclosed to the public.

4. If FirstNet has no plans to release the AT&T contract(s), why not?

Although some elements of the NPSBN contract are considered public information, certain terms are protected by statute and regulation and accordingly will not be disclosed to the public.

5. Why does FirstNet require a FOIA exemption or PIA exemption?

FirstNet is complying with an express mandate from Congress in administering these exemptions. Under section 6206(d) of the Act, "any action taken or decisions made by the First Responder Network Authority shall be exempt from the requirements of (1) section 3506 of Title 44, United States Code (commonly referred to as the Paperwork Reduction Act); (2) chapter 5 of Title 5, United States Code (commonly referred to as the Administrative Procedures Act); and (3) chapter 6 of Title 5, United States Code (commonly referred to as the Regulatory Flexibility Act)."

6. Why are there no proposed service fees in the state plans specified for mission critical public safety services such as Push to Talk (PTT), Group communications and direct mode?

As aspects of the mission critical public safety services, such as Push to Talk (PTT), Group communications and direct mode offerings become available, competitive rates will be set to drive continued FirstNet adoption. These services were still under development at the time of State Plan release, and therefore specific service fees were not included.

7. What assurances will FirstNet make to a state that it will require AT&T to continue to provide these three services at a price comparable to a competitive service or at a discount after a state has entered a 25 year monopoly agreement?

As an advocate for public safety, FirstNet intends to hold AT&T accountable for competitive pricing. The NPSBN contract specifies that AT&T deploy the NPSBN and offer competitive pricing throughout the life of the contract. This is accomplished through Government oversight and the review of required pricing deliverables and reports. Additionally, the NPSBN contract requires AT&T to provide a most favored customer pricing arrangement to public safety subscribers of the NPSBN, in order to ensure public safety subscribers to the NPSBN pay no more than the lowest price available for any type of customer receiving broadband Long Term Evolution (LTE) services on Band 14 or other bands.

8. What mandatory roll out schedule for MCPTT and group communications and direct mode is FirstNet contractually binding AT&T to deliver?

AT&T is required to deliver Mission Critical Push to Talk (MCPTT) and group communications and direct mode in accordance with the Initial Operational Capability (IOC) / Final Operational Capabilities (FOC) milestones under the terms and conditions of the NPSBN contract, estimated to be implemented the second quarter of FY2020. The Government monitors performance of each of those milestones throughout the life of the NPSBN contract (through March 2042) through the review of deliverables and key performance indicators (KPIs).

9. As these services are in the proposed roadmap and their costs can significantly impact the FirstNet service affordability in evaluating the option for opting into the ATT proposal, how do you justify the omission?

Aspects of the mission critical public safety services, such as PTT, Group communications, and direct mode offerings, were still under development at the time of State Plan release, and therefore specific service fees were not included. As these services become available, competitive rates will be set to drive continued FirstNet adoption. These services remain in the roadmap.

10. **If opt-out states are prohibited by the Spectrum Manager Lease Agreement (SMLA) from building an Evolved Packet Core (EPC) for public safety, please specify the fees for an opt-out state to connect to the National Public Safety Broadband Network (NPSBN) core?**

FirstNet, consistent with the Act, and following public notice and comment, determined that, for the design of the NPSBN to be based on a single, national network architecture and be truly interoperable, it alone must deploy the nationwide Core Network to service all public safety users. This requirement is incorporated as a term of the model SMLA. In addition, the Act requires states to pay fees associated with the state's use of the elements of the Core Network. The specific fees for these "core services" have not been determined yet. These types of carrier-to-carrier services are typically provided through separate, standard agreements.

Given that all 50 states, five territories and the District of Columbia have opted in, the opt-out provisions as illustrated in the model SMLA that was distributed to the states is no longer germane.

11. **What is the basis for establishing the core connection charge for a state that chooses to opt out?**

The Act requires states to pay fees associated with the state's use of the elements of the Core Network. The specific fees for these "core services" have not been determined yet. These types of carrier-to-carrier services are typically provided through separate, standard agreements.

Given that all 50 states, five territories and the District of Columbia have opted in, the opt-out provisions as illustrated in the model SMLA that was distributed to the states is no longer germane.

12. **Will FirstNet acknowledge the need for a state right of appeal to the FCC as to the reasonable determination of the core interconnection charges?**

The Act provides that FirstNet, not the FCC, has authority over establishment and operation of the NPSBN, including opt-out state access to the FirstNet Core Network. Since no state elected to opt-out, there will be no fees associated with connection to the FirstNet Core Network payable by a state.

13. **As this cost is a critical component in determining the financial sustainability of operating an opt- out state Radio Access Network (RAN) how can any state make an informed decision lacking this information?**

Network providers routinely enter into interconnection agreements with one another through standard agreements.

Given that all 50 states, five territories and the District of Columbia have opted in, the opt-out provisions as illustrated in the model SMLA that was distributed to the states is no longer germane.

14. **Since AT&T has announced that it will leverage most of its commercial network to provide public safety services, why do the penalties specified in the SMLA assume costs of a complete green field "reconstitution" of a mobile network in a failed opt-out RAN scenario?**

The SMLA does not include termination penalties. A prior draft of the SMLA included a reference to a range of estimated termination payments, based on the possibility of a "greenfield" build at some point over the 25-year term of the SMLA. Based on feedback, FirstNet has removed that reference from the model SMLA and clarified that, in the event an opt-out state is unable to build out and operate its own RAN, the state would only be responsible for any actual costs FirstNet reasonably incurs reestablishing a Band 14 RAN in the state. An independent third party would be used to validate that the actual costs are reasonable for reestablishing the RAN. FirstNet would work with the state and all interested parties to develop the most cost-efficient solution to minimize any disruption to public safety communications as well as minimize the fiscal impact to the state.

15. **As in the above scenario, most of the AT&T network infrastructure will already be in place and only parts of the state RAN might need to be hardened and surgical coverage updated, how do you justify the proposed enormous penalties based on a green field build?**

FirstNet's NPSBN contract with AT&T requires AT&T to maintain its current pricing for 900 days following State Plan delivery, in the event AT&T is tasked with building or deploying a RAN in an unsuccessful opt-out state during that period. However, AT&T is not required to maintain that pricing after 900 days, and the circumstances that might render a state unable to build out and operate its RAN at any point during the 25-year term are unknowable at this stage. As noted above, in the event an opt-out state is unable to build out and operate its own RAN, FirstNet would work with the state and all interested parties to develop the most cost-efficient solution to minimize any disruption to public safety communications as well as minimize the fiscal impact to the state. As a part of this process, FirstNet would explore how to leverage existing infrastructure to keep actual costs as low as possible.

16. **What is the basis of the expected 30 month delay for an opt-out state?**

Pursuant to the Act, a state that chooses to opt-out of FirstNet's proposed deployment plan assumes responsibility for constructing, operating, maintaining, and improving the RAN in the state. The state must successfully complete the statutorily mandated opt-out process – including formal rejection of the FirstNet State Plan, procurement for its alternative RAN plan, submission to the Federal Communications Commission (FCC) an alternative plan showing that its RAN will comply with statutory interoperability requirements, and, if the FCC approves the State's alternative plan, application to NTIA's SAPP for the authorization to enter into an SMLA and for optional RAN Construction Funds, and execution of an SMLA with FirstNet – prior to beginning deployment of the network in the state. Based on the timeframes prescribed in the Act along with those being established independently by the FCC and NTIA for their review processes, it is expected that there could be as much as a two-year (or more) delay until network services would be available to public safety in an opt-out state.

17. **What provisions has FirstNet considered or implemented to mitigate or minimize the unsafe disadvantage of the estimated 30 month delay in approving a state plan exercising its right under law to opt and build its own RAN?**

All 50 states, five territories and the District of Columbia have opted in. FirstNet's overarching mission is to ensure that public safety has the communication tools it needs to help save lives and protect our communities across the nation, regardless of whether the state has opted into or out of the FirstNet proposed plan. FirstNet would have worked with any opt-out state, as well as our federal and tribal partners, to have helped make the process as smooth and expeditious as possible. The opt-out process was explicitly mandated by the Act.

18. **Is FirstNet willing to provide assurances that an enforceable cause of action is available to the state in the event AT&T fails to meet the requirements as set forth in the state plan?**

FirstNet has sole responsibility for ensuring that the NPSBN contractor, AT&T, complies with its obligations with respect to each and every opt-in state. The NPSBN contract contains terms and conditions that enable FirstNet to hold AT&T accountable for meeting its contractual obligations. To that end, FirstNet intends to be vigilant in its oversight and enforcement of AT&T's commitments to the public safety community throughout the nation and throughout the 25-year term of the contract.

19. **Is FirstNet willing to assume responsibility for enforcing the terms of the add-on tower or deployable agreements offered by AT&T above and beyond those specified in the state plan?**

FirstNet intends to incorporate AT&T's network commitments to a state as part of the task order for the state once the state opts-in to the FirstNet network.

20. **Is FirstNet willing to provide written assurances and binding enforceable agreements to the state that in the event that AT&T fails to deliver on time the coverage, public safety grade infrastructure and Band Class 14 deployment, that the state will have the option to revert to opt- out status and recover the entire amount of the NTIA grant, the Band 14 spectrum and equivalent "reconstitution" costs from AT&T?**

Pursuant to the express provisions of the Act, a state's choice to participate in the FirstNet-proposed network deployment or deploy its own RAN is a one-time decision. Once a state opts-in, FirstNet and AT&T assume the risks, responsibilities, and costs associated with the network. In accordance with the Act, FirstNet executed a rigorous Requests for Proposal (RFP) process to select a private sector partner that provided the best value to the government and to public safety across the country. FirstNet's contract with AT&T for the NPSBN contains terms and conditions that enable FirstNet to hold AT&T accountable for meeting its contractual obligations and FirstNet intends to be vigilant in its oversight and enforcement of AT&T's commitments to the public safety community throughout the nation and throughout the 25-year term of the contract.

21. **Is FirstNet willing to pledge the full faith and credit of the First Responder Network Authority in order to stand behind the FirstNet state plan provisions and contracts it has entered with AT&T?**

FirstNet is an independent federal authority with a statutory duty and responsibility to take all actions necessary to ensure the building, deployment, and operation of the NPSBN. FirstNet takes this directive from Congress very seriously and is committed to making sure that the network consistently meets the needs of public safety nationwide, including by vigilantly monitoring and enforcing the terms of the NPSBN contract with AT&T. Additionally, FirstNet has obtained a parental guarantee from AT&T to ensure the deployment and operation of the NPSBN over the next 25 years.

22. **Is FirstNet willing to post Performance bond to assure that the state is made whole in the event the state plan provisions are not completed and on time?**

FirstNet is an independent federal authority with a statutory duty and responsibility to take all actions necessary to ensure the establishment of the NPSBN. Consistent with the Act, FirstNet has contracted to build, operate, maintain, and improve the NPSBN in each state at no cost to the state. Once a state opts in, FirstNet and AT&T assume the risks, responsibilities, and costs associated with the deployment and operation of the network. The contract is the means by which FirstNet will enforce AT&T's buildout obligations in each state and ensure the needs of public safety are satisfied. Additionally, FirstNet has obtained a parental guarantee from AT&T to ensure the deployment and operation of the NPSBN over the next 25 years.

23. **Why is there no discussion of, or assurances for, "public safety grade" system hardening standards for the existing towers and proposed new towers in the State Plans?**

The contract with AT&T requires a high level of system availability which measures, among other things, accessibility for both data and voice. This is accomplished not only through site hardening, but also through various system redundancies, coverage overlap, and a robust deployable strategy to address network outages. AT&T is planning for system level resiliency and will be taking extra measures at key strategic sites.

24. **The SMLA is clear with regards to the penalties to states if performance criteria are not met. Will AT&T be subject to the same penalties if they:**

    a. **Do not add the towers included in their state plans? b. Do not meet the 99.99% reliability standard? c. Do not meet the standards for deployables during emergency events?**

AT&T is being held to specific performance criteria/metrics as established per the NSPBN contract and subsequent task orders. This gives FirstNet the ability to take action against AT&T if AT&T fails to meet the commitments specified in the State Plan or through other network commitments to a state, which will be incorporated as requirements into the task order award once the state opts-in to the FirstNet network. FirstNet will continuously monitor AT&T for performance throughout the 25-year term of the contract.

In addition, under the NPSBN contract, AT&T is subject to disincentive payments for meeting certain public safety adoption targets. The model SMLA has been modified to remove disincentive payments for the states. Instead, the model SMLA requires a State to abide by any user adoption assumptions reflected in its State Alternative Plan Program (SAPP) application to NTIA.

25. **Will the very large penalties described in the draft SMLA for opt-out states that do not meet First Net system requirements be levied against AT&T if the AT&T system is found by the state Public Utility Commission and/or the FCC to be deficient in a state and that opt-in state finds it necessary to invest in replacement RAN?**

Once a state opts-in to the FirstNet network, FirstNet will issue a task order for that state that formalizes AT&T's obligations contractually for deployment of the network in that state. This gives FirstNet the ability to take action against AT&T if AT&T fails to meet the commitments specified in the State Plan In addition, under the NPSBN contract, AT&T is subject to disincentive payments for meeting certain public safety adoption targets. Additionally, FirstNet has obtained a parental guarantee from AT&T to ensure the deployment and operation of the NPSBN over the next 25 years.

26. **Under what circumstances is it inappropriate for all FirstNet subscribers to have access to all FirstNet applications regardless of which FCC approved state RAN, core or national core network is used to reach those resources?**

Public safety entity users of the NPSBN will be given the opportunity to have access to FirstNet applications regardless of whether the state has opted-in or opted-out.

27. **Because many states share borders with Canada and Mexico, it is important to know how communications will be managed near our borders. In addition, the possibility that opt out states will develop their own systems add other sets of examples where the state FirstNet RAN systems must include roaming agreements that allow seamless communications during emergency situations. How will FirstNet require AT&T ensure roaming agreements are implemented and maintained at borders where non-AT&T systems are necessary for communication?**

There are existing agreements that govern the use of spectrum in the international border areas between Canada and the United States and Mexico and the United States. Operations by FCC licensees, including NPSBN operations, must comply with these existing agreements. All builders and operators that utilize FirstNet's Band 14 spectrum, *i.e.*, AT&T and opt-out state providers, will be required by FirstNet to cooperate in border areas.

28. **Will FirstNet do everything in their power to ensure the States right, to Opt- out of using FirstNet's contracted supplier, is preserved?**

Yes, FirstNet worked with states to ensure they understood the statutorily mandated opt-out process that Congress prescribed in FirstNet's enabling legislation. All 50 states, five territories and the District of Columbia have opted in.

29. **Will FirstNet continue to leverage their authority to ensure the success of a State Opt-out decision, if a State so chooses to exercise that option?**

Yes. FirstNet is committed to Congress' vision of a nationwide interoperable network for the betterment of public safety nationwide. All 50 states, five territories and the District of Columbia have opted in.