

GAVIN NEWSOM  
GOVERNOR

MARK S. GHILARDUCCI  
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March 30, 2022

Jonathan Holland  
Regional Sales Director, West  
AT&T Public Safety Solutions  
1452 Edinger Avenue, 2nd Floor  
Tustin, CA 92780

**SUBJECT: NOTICE OF CONTRACTOR PERFORMANCE FAILURES**

Mr. Holland:

The purpose of this letter is to inform AT&T of its failure to perform to contract service levels for Customer Premise Equipment (CPE) at the Tuolumne County Sheriff's Office and Sonora Police Department (PD), as articulated in AT&T's contract with the California Governor's Office of Emergency Services (Cal OES), contract 5-12-58-01 and contract 4145-6. AT&T provided the Intrado VIPER CPE solution at Tuolumne County Sheriff's Office with system acceptance on April 11, 2016. The Intrado VIPER CPE solution at Sonora PD was installed on May 6, 2020. System acceptance is still pending.

While Atos, the Prime Network Service Provider (PNSP) was conducting Next Generation 9-1-1 (NG 9-1-1) migration testing on February 10, 2022, at both Tuolumne County Sheriff and Sonora PD, the VIPER CPE was not able to display the LOC (Location) field data, which would include critical information such as apartment, building, floor, and room numbers. A trouble ticket was entered by Tuolumne County Sheriff and Sonora PD with AT&T on February 10, 2022, and as of February 11, 2022, further migration testing by Atos was cancelled because the CPE had not been repaired by AT&T. Not until March 8, 2022, almost a month later, did AT&T report that the CPE had been repaired.

Under both contracts, these CPE LOC field failures are considered a "Critical Failure." Contracts 5-12-58 and 4145-6 identify a critical failure as "any hardware or software failure that prevents the 9-1-1 PSAP [Public Safety Answering Points] location from making communication contact or viewing ANI [Automatic Number Identification] or ALI [Automatic Location Identification] information for a person who has contacted the PSAP on a 9-1-1 trunk." (Contract 5-12-58, Section 6.4.9.7, and Section 6.4.11.2 and Contract 4145-6, Section 1.16.2).



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Under contract 5-12-58-01, (Section 6.4.11.2 Technical Service Level Agreements) the remedy for each critical outage is a 100 percent rebate of the recurring monthly system maintenance fee for each occurrence. Thus, due to this critical failure at the Tuolumne County Sheriff's Office, AT&T owes a 100 percent rebate of the recurring monthly system maintenance for one month to Cal OES. Remittance should be credited in the amount of \$1,451.31.

Under contract 4145-6, (Section 1.16.2 Time to Repair critical Failure) the remedy for each critical outage is a 25 percent rebate of the recurring monthly system maintenance fee for each occurrence. However, if the critical error is not repaired within 12 hours than 100 percent of the monthly recurring costs (MRC) is owed. Since the critical failure at Sonora PD exceeded 12 hours, Cal OES is owed a rebate from AT&T totaling 100 percent of the MRC. Remittance should be credited in the amount of \$443.00.

Furthermore, both contract 5-12-58-01 SLA 6.4.11.2 and contract 4145-6 SLA 1.16.2, Time to Repair Major Failure, require AT&T to bring the CPE solution into compliance within four hours for any hardware or software failure that prevents "the 9-1-1 PSAP location from making communication contact or viewing Automatic Number Identification (ANI) or Automatic Location Identification (ALI) information for a person who has contacted the PSAP on a 9-1-1 trunk." Here, the CPE solution was not brought into compliance for almost a month after the trouble ticket was submitted to AT&T. Such timeframe is unacceptable and well outside the four-hour timeframe specified in the contract. As AT&T is aware, location information is critical for PSAPs in responding to emergency calls.

Lastly, section 6.7 of contract 5-12-58-01 and Section 6.3.1.3 of contract 4145-6 require AT&T to bring all currently deployed CPE solutions into NENA i3 compliance at no cost to the State. Cal OES will be forced to discontinue payment of MRCs at all AT&T VIPER PSAPs statewide if the CPE is not immediately brought into compliance with the NENA i3 standards.

Cal OES is confident that AT&T will honor its contractual commitments. However, if these contractual violations are not remedied moving forward, Cal OES will have no choice but to pursue any, and all remedies available under the contract, including potential cancellation of the contract. Please feel free to contact me with any questions at [budge.currier@caloes.ca.gov](mailto:budge.currier@caloes.ca.gov) or (916) 894-5004.

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Sincerely,

DocuSigned by:  
  
418B3254F64F423...  
Budge Currier  
9-1-1 Branch Manager

cc: Alex Pal, Chief Counsel, Cal OES  
Mitch Medigovich, Deputy Director, Cal OES, Logistics

Exhibit A: Section 6 Technical Requirements Addendum 02 FINAL  
Exhibit B: Addem 3 IFB 911 CPE 8500-2016  
Exhibit C: IFB 8500-2016 CPE MPA Technical Requirements  
Exhibit D: Std 213 for Contract 4145-6 Statement of Work