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Attachment 3
Design Responsibility and Accountability Terms – 1st Revision

SECTION 1 — DISCOVERY AND DESIGN PHASE

1. **Contractor Responsibility for Discovery Outputs**:

~~1.1. The Contractor acknowledges that it defined and conducted a formal pre-design Enterprise Data Platform Solution Discovery and Design phase within the Scope of CLIN 0002 which included all stakeholder interviews, process walkthroughs, technical environment assessments, and documentation reviews. As a result, the Contractor bears primary accountability for ensuring that the requirements baseline and Technical Design Document delivered and at the conclusion of discovery is complete, accurate, and sufficient to deliver the agreed-upon solution.~~

1.1. **Pre-Discovery:** Concurrent with the POC, Contractor shall perform the discovery and scoping work necessary to bound CLIN 0002. Preliminary discovery happens during the POC at no cost to USAC. Offerors may include time in CLIN 0002 for detailed discovery and MVP Contractor shall:

- Produce a source system and pipeline inventory identifying each in-scope source, its platform, its integration pattern (batch, CDC, event-driven, file-based), its volumetrics, and its refresh requirement.
- Define the report migration scope and approach, including identification of semantic model consolidation opportunities and the treatment of the minimum viable product set out in Section B.6.6 at the conclusion of the Proof of Concept.
- Define the data integration and ingestion scope and approach, including the disposition of existing Pentaho Data Integration jobs.
- Define the geospatial enablement scope and approach, including the pipeline architecture between ArcGIS Enterprise, the platform, and downstream consumers.
- Identify data lifecycle, retention, and archival requirements against the ten (10) year active retention standard in Section B.6.9.
- Perform a capacity assessment establishing projected storage, compute, concurrency, and cost requirements over the Contract Term and a five (5) year horizon and define the method by which capacity will be reassessed as the platform grows.
- Document the network and connectivity architecture, bandwidth requirements, and all ports and protocols on which the platform depends and identify every dependency on USAC-controlled infrastructure.
- Define the division of work between Contractor and USAC across every phase of CLIN 0002 and CLIN 0003, and state the number, role, skill set, and estimated level of effort of USAC personnel required to support each phase and to operate and use the platform in steady state.

~~1.2.~~ **Existing Content:**

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1.2. The Contractor acknowledges that it defined and conducted a formal pre-design Enterprise Data Platform Solution Discovery and Design phase within the Scope of CLIN 0002 which included all stakeholder interviews, process walkthroughs, technical environment assessments, and documentation reviews. As a result, the Contractor bears primary accountability for ensuring that the requirements baseline and Technical Design Document delivered and at the conclusion of discovery is complete, accurate, and sufficient to deliver the agreed-upon solution.

2. **Completeness Certification:**
With execution of this Firm-Fixed-Price Amendment to develop the USAC EDP Platform as defined in Section B Statement of Work, the Contractor shall certify in writing that:
   2.1. All functional, technical, integration, security, and compliance requirements have been identified and documented,
   2.2. The discovery phase was conducted with reasonable professional care and diligence,
   2.3. The requirements baseline reflects all information made available by USAC during discovery; and
   2.4. The proposed price and timeline are based on the full and complete requirements baseline.

3. **Reliance on Contractor Expertise.** The Statement of Work required that the Contractor has significant expertise in performing the activities and providing the deliverables within this SOW, accordingly, the Contractor may not later assert that missing requirements were USAC's responsibility to identify or articulate, where such requirements fall within the Contractor's area of technical or functional expertise.

SECTION 2 — MISSED OR INCOMPLETE REQUIREMENTS

1. **Definition. A "Missed Requirement"** is any functional, technical, integration, data, security, compliance, or operational requirement that:
   1.1. Was reasonably discoverable during the discovery phase through standard due diligence.
   1.2. Was not identified, documented, or communicated by the Contractor in the requirements baseline; and
   1.3. Is necessary to deliver the solution as described in the Technical Design Document and Requirements Traceability Matrix.

2. **No Additional Compensation for Missed Requirements.** If a Missed Requirement is identified after project commencement, the Contractor shall address it at no additional cost to USAC, provided that:
   2.1. The requirement was within the scope of the original SOW scope; and
   2.2. The information necessary to identify the requirements was reasonably available during discovery.

3. **Schedule Impact of Missed Requirements.** Where a Missed Requirement affects the project timeline, the Contractor and USAC shall negotiate a schedule adjustment in good faith. Additional costs associated with the schedule extension, including Contractor labor, shall remain the

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Contractor's responsibility unless the Missed Requirement falls under Section 4 (True Net-New Scope).

4. **Notification Obligation.** Upon identifying a Missed Requirement, the Contractor shall notify USAC's designated Project Manager in writing within five (5) business days, including: (a) a description of the requirement; (b) its impact on scope, schedule, and (c) the Contractor's proposed approach to address it at no additional charge.

SECTION 3 — POST-DISCOVERY ADDITIONS OR CLARIFICATIONS

1. **Distinction from Missed Requirements.** Not all post-discovery additions are Missed Requirements. A post-discovery addition qualifies as a USAC-directed change only when:
   - **1.1.** It represents a deliberate change in business direction, strategy, or priorities decided after discovery closed;
   - **1.2.** It involves materially new capabilities not contemplated in the original project objectives; or
   - **1.3.** It results from information that was not reasonably available or known at the time of discovery.

2. **Clarifications Are Not New Scope.** Clarifications, elaborations, or refinements of requirements that were implicitly or explicitly within the project objectives shall not be treated as new scope or used to justify additional fees. This includes, but is not limited to:

   - **2.1.** Detailing a workflow that was generally described during discovery;
   - **2.2.** Specifying data fields, validation rules, or business logic within an already-identified process; and
   - **2.3.** Identifying integration touchpoints within systems already known to the Contractor during discovery.

3. **Written Change Order Required.** Any post-discovery addition, either a Missed Requirement or True Net-New Scope that both parties agree constitutes a genuine change in scope, shall be documented in a written Change Order signed by authorized representatives of both parties prior to implementation. No verbal commitments, email exchanges, or informal agreements shall constitute an authorized scope change.

SECTION 4 — TRUE NET-NEW SCOPE

1. **Definition. "True Net-New Scope"** means work that is clearly outside the boundaries of the original project objectives and that neither party could have reasonably anticipated at the time of discovery, including:
   - **1.1.** New FCC or legal mandates enacted after discovery closed;
   - **1.2.** High-Cost program restructuring that materially changes system users, data flows, or integration points; and
   - **1.3.** Deliberate USAC-directed additions that expand the solution beyond its original purpose.

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2. **Mutual Agreement Required.** True Net-New Scope shall be subject to mutual written agreement, including a revised cost estimate, updated schedule, and an executed Change Order. The Contractor shall not commence work on True Net-New Scope without written authorization.

3. **Contractor Cannot Self-Declare Net-New Scope.** The Contractor may not unilaterally classify work as True Net-New Scope to avoid cost accountability for Missed Requirements. Disputes regarding the classification of scope shall be escalated by Section ~~10~~ 9 items 4 through 7 (Dispute Resolution).

SECTION 5 — DESIGN DEFECTS AND REWORK

1. **Contractor Responsibility for Design Defects.** Where a design defect — including an architectural error, flawed data model, or inadequate technical specification — results from the Contractor's failure to account for a requirement that was discoverable during the discovery phase, the Contractor shall correct the defect at no additional cost to USAC. This obligation includes all rework, retesting, and redeployment costs.

2. **Scope of Rework Obligation.** The rework obligation applies to: Functional defects arising from Missed Requirements;(b) Integration failures caused by undiscovered dependencies that the Contractor should have identified;
   - **2.1.** Security or compliance gaps resulting from requirements not captured during discovery; and
   - **2.2.** Performance deficiencies attributable to incomplete or inaccurate capacity or load requirements gathered during discovery.

3. **Rework Timeline.** The Contractor shall provide a rework plan within ten (10) business days of defect identification, including a remediation timeline agreed upon by both parties. Rework shall be completed without displacing other project milestones unless approved in writing by USAC.

SECTION 6 — BASELINE REQUIREMENTS TRACEABILITY

1. **Requirements Traceability Matrix ("RTM").** The Contractor shall maintain a Requirements Traceability Matrix (RTM) throughout the project lifecycle. The RTM shall map each identified requirement to: (a) its source (discovery session, document, stakeholder interview); (b) the design component or system element that addresses it; (c) the test case that validates it; and (d) the acceptance criterion against which it is measured.

2. **RTM as Contractual Evidence.** The RTM shall serve as the authoritative record for determining whether a requirement was identified during discovery. In the event of a dispute regarding whether a requirement was known at the time of project commencement, the RTM shall be the primary evidentiary document. The RTM will be added as an index attached to this amendment.

3. **USAC Access and Review Rights.** The USAC shall have the right to review, audit, and annotate the RTM at any time during the project. The USAC's Project Manager, CTO, and Enterprise Architecture

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and designated technical representatives shall have read access to the RTM repository throughout the project lifecycle.

SECTION 7 — NO COST INCREASES DUE TO CONTRACTOR OVERSIGHT

1. **General Prohibition.** The Contractor shall not seek, and the USAC shall not be obligated to pay, any additional fees, change orders, or price adjustments arising from:
   - Requirements that were missed or inadequately captured during Contractor-led discovery;
   - Design or architectural decisions made without adequate requirements;
   - Rework caused by design defects traceable to undiscovered or undocumented requirements; or
   - Integration failures resulting from undiscovered dependencies within the USAC's environment.

SECTION 8 —CONTRACTOR ACCOUNTABILITY AND DEFECT REMEDIATION

1. Contractor Accountability for Delivered Functionality

The Contractor is fully accountable for the accuracy, completeness, and quality of all delivered application functionality under this Firm-Fixed-Price agreement. Contractor's declaration of completion does not diminish its responsibility to ensure that all requirements, acceptance criteria, integrations, and non-functional specifications are met in full. Contractor shall not shift responsibility to USAC, third parties, or environmental factors for defects, omissions, or failures attributable to Contractor's design, development, configuration, or delivery activities.

2. Defect Classification and Severity

All defects identified by USAC or its authorized representatives shall be classified according to the following severity levels:

- **Severity 1 (Critical):** Defects that prevent core functionality, block business operations, compromise data integrity, or create security vulnerabilities.
- **Severity 2 (High):** Defects that significantly impair functionality, performance, or user experience but do not fully block operations.
- **Severity 3 (Medium):** Defects that impact non-critical functionality or cause intermittent issues.
- **Severity 4 (Low):** Cosmetic or minor issues that do not materially impact functionality.

USAC retains final authority to classify defect severity.

3. Mandatory Remediation at No Additional Cost

Contractor shall remediate all defects—regardless of severity—at **no additional cost** to USAC. This includes all labor, materials, tools, environments, and resources required to correct the defect and ensure full compliance with contractual requirements. Remediation activities shall not result in:

- Change orders
- Additional fees
- Schedule extensions

- Scope adjustments

Contractor bears full responsibility for delivering defect-free functionality within the agreed Firm-Fixed-Price.

SECTION 9 — ACCEPTANCE CRITERIA

1. General Acceptance Requirements

A deliverable shall be considered eligible for acceptance only when all contractual, functional, technical, and documentation requirements have been fully satisfied. Contractor's declaration of completion does not constitute acceptance. USAC retains sole authority to determine whether acceptance criteria have been met.

1. Functional Acceptance Criteria

To be accepted, each deliverable must:

1.1. Fully implement all functional requirements, user stories, workflows, and business rules defined in the SOW, requirements documentation, or approved change requests,

1.2. Demonstrate correct and consistent behavior across all supported use cases, edge cases, and system interactions.

1.3. Successfully pass all USAC-defined functional tests, including regression, integration, and end-to-end validation.

1.4. Exhibit no Severity 1 or Severity 2 defects at the time of acceptance.

1.5. Resolve all Severity 3 and Severity 4 defects according to the agreed remediation timelines.

2. Non-Functional Acceptance Criteria

Failure to meet any non-functional requirement constitutes grounds for rejection. Deliverables must meet all non-functional requirements, including but not limited to:

- Performance, scalability, and thresholds
- Security controls, authentication, authorization, and logging requirements
- Data integrity, accuracy, and consistency
- Availability and reliability expectations
- Compliance with architectural standards, coding practices, and design patterns Accessibility, usability, and user experience requirements.

3. Documentation Acceptance Criteria

3.1. Acceptance requires delivery of complete and accurate documentation, including:

- Technical design documents
- Configuration and deployment guides
- Architecture diagrams
- Test plans, test cases, and test results
- Release notes and version history
- Operational runbooks and support procedures
- Requirements traceability matrix (RTM) demonstrating full coverage

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3.2. Documentation must be sufficiently detailed to enable USAC to operate, maintain, and support the delivered functionality without Contractor assistance.

3.3. Integration & Environment Acceptance Criteria

Deliverables must:

- Integrate successfully with all required systems, APIs, data sources, and external services
- Function consistently across all supported environments (development, test, staging, production)
- Include validated configuration settings, environment variables, and deployment artifacts
- Demonstrate stable operation under expected load and usage patterns
- Any integration failure is grounds for rejection.

3.4. User Acceptance Testing (UAT)

USAC will conduct UAT to validate that delivered functionality meets business needs and contractual requirements. Contractor must provide full support during UAT, including:

- Technical resources
- Issue resolution
- Environment support
- Test data preparation

UAT completion does not waive USAC's audit rights or defect remediation requirements.

3.5. Formal Acceptance or Rejection

USAC will issue written notice of acceptance or rejection within the timeframe defined in the SOW. A deliverable may be rejected if:

- Any acceptance criterion is not met
- Defects exceed allowable thresholds
- Documentation is incomplete or inaccurate
- Functionality does not align with requirements or business objectives
- Integration or performance issues are identified

Rejected deliverables must be remediated by Contractor at no additional cost.

3.6. Re-Submission and Re-Testing after Rejection

After remediation, Contractor shall submit the new deliverable for acceptance. USAC will re-test the deliverable in full, not only the remediated components. Multiple rejections may trigger:

- Corrective action plans
- Replacement of Contractor personnel
- Escalation to executive governance
- Contractual remedies, including termination for cause

3.7. Conditional Acceptance

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USAC may, at its discretion, grant conditional acceptance for deliverables with minor, non-material issues (Severity 4 only). Conditional acceptance requires:

- A written remediation plan
- Defined timelines
- No impact to business operations or downstream deliverables

Conditional acceptance does not constitute final acceptance.

4. Dispute

The Parties agree that disputes arising under or related to this Agreement shall be resolved through the structured, escalating process set forth in this Section, with a preference for amicable resolution prior to the initiation of formal proceedings.

5. Good-Faith Negotiation

Upon the occurrence of a Dispute, the aggrieved Party shall provide written notice to the other Party describing the nature of the Dispute in reasonable detail. Within ten (10) business days of receipt of the Dispute Notice, authorized representatives of both Parties shall meet and attempt in good faith to resolve the Dispute.

6. Executive Escalation.

If the Dispute is not resolved within ten (10) business days following the initial meeting described in this section, or such extended period as the Parties may agree in writing, either Party may escalate the Dispute to the senior executive level by delivering written notice to the other Party. Within five (5) business days of such escalation notice, a senior executive of each Party (with authority to bind the respective Party) shall meet and negotiate in good faith to resolve the Dispute. The Parties shall share, in advance of the meeting, a written summary of their respective positions.

7. Continued Performance During Dispute

Unless this agreement has been terminated in accordance with its terms, each Party shall continue to perform its respective obligations under this agreement in good faith during the pendency of any Dispute resolution process, including negotiation and executive escalation.

8. Final Acceptance

Final acceptance occurs only when:

- All deliverables have been fully accepted;
- All defects have been remediated;
- All documentation is complete;
- All integrations are validated; and
- All contractual obligations are met.