# SCOPE OF WORK

## Purpose

Covered California is seeking a highly qualified Contractor to lead a comprehensive, multi-year redesign of its public-facing consumer website (CoveredCA.com) and to migrate and integrate content from its business website (hbex.coveredca.com) into a seamless, user-centered, high-performing digital experience. The selected Contractor will provide end-to-end services, including strategy, research, UX and visual design, content restructuring, CMS evaluation and implementation, and full technical development to support the organization’s outreach and enrollment goals.

This engagement will include discovery and stakeholder alignment; creation of a unified design system and information architecture; development of a multilingual content strategy and scalable translation solution; implementation of accessible, responsive design; and configuration of a new content management system. The redesigned website must support critical consumer workflows leading to eligibility support tools, plan comparison, account creation, plan renewals, as well as integrate with Covered California’s tools, data systems, and analytics platforms.

The Contractor will collaborate closely with internal teams throughout the project lifecycle and ensure delivery of a secure, accessible, and future-ready web platform that meets the needs of California’s diverse population.

Covered California seeks a Contractor to lead a comprehensive, multi-year redesign and rebuild of its public-facing consumer website ([CoveredCA.com](http://www.coveredca.com/))

Covered California, in its sole discretion, may amend the Scope of Work to add Task 7 for the migration and integration content of its business website ([hbex.coveredca.com](https://hbex.coveredca.com/)).

## Background Clearance

If the Contractor must access any confidential information, this provision must be completed prior to implementing any portion of this scope of work.

Prior to accessing any confidential information, personal identifying information, personal health information, federal tax information, or financial information contained in the information systems and devices of Covered California, or any other information as required by federal and State law or guidance, all staff, including employees, contract or subcontract personnel, vendors or volunteers who perform services under this Agreement must comply with the criminal background check requirements set forth in Government Code section 1043, and its implementing regulations set forth in California Code of Regulations, Title 10, section 6456. Contractor shall bear all costs associated with obtaining clearance for each said employee.

## Amendment

The total number of contract years shall not exceed two (2) years. Additional funding for any time extension will be at the same rates provided in Contractor’s proposal. All amendments for funds cannot exceed the limitations set forth in the solicitation that resulted in this Agreement. Amendments must also comply with Covered California’s rules and procedures governing contracts and procurements.

The parties may increase or decrease funding through an amendment, but cannot exceed the amount set by Contractor’s proposal.

This Agreement may be amended by mutual consent of the parties. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties. No oral understanding or agreement not incorporated in the Agreement is binding on any of the parties.

## General Scope or Tasks

1. **Task 1: Discovery and Strategy Phase**
2. *Task 1.1: Project Onboarding and Stakeholder Kickoff*
3. Conduct a project kickoff meeting with the approved core team.
   * 1. Confirm project goals, roles, responsibilities, and communication protocols.

Establish cadence of Agile meetings and touchpoints.

1. Deliverables: (“***Del:****”*)
2. Kickoff Meeting Summary
3. Proposed (and final approved) Communication Plan for the project
4. Present initial project plan
5. Propose and optimize ideal sprint cadence; and include a joint planning sync[[1]](#footnote-1) where we align checkpoints with our internal process, sprint schedule and risk assumptions
6. Facilitate 2-4 stakeholder discovery and alignment sessions.
7. Get organizational goals, current pain points, future vision, and desired outcomes defined.
8. Document key use cases, success metrics, and confirm personas.
9. ***Del:*** Incorporate findings into Discovery Summary Report (including stakeholder insights and goals).
10. *Task 1.2: Website Research and Analysis*
11. Conduct a current state assessment of the existing website.
12. Evaluate site architecture, navigation, UX/UI, and content structure.

Conduct analytics review and identify key behavioral patterns.

1. ***Key Access:*** Administrative rights to Covered California’s Google Analytics and/or other existing data sources for actionable insights.
2. ***Del:*** Present SWOT top-line report on existing known key metrics of the website from 2020 - 2025. Prepare and present target metrics for the project.
3. Review past and complete any primary user research.
4. May include user interviews, surveys, heuristic evaluations, and usability testing.
5. Synthesize insights to identify high-priority user needs, barriers, and opportunities.
6. ***Del:*** User Research Summary with recommendations for future user research tasks in the project plan.
7. *Task 1.3: Competitive and Technical Analysis*
8. Conduct competitive research.
9. Conduct a competitive analysis of up to 10 best-in-class websites that exemplify excellence in consumer digital experience, particularly in usability, accessibility, multilingual support, and user-centered design. Selected sites should reflect a mix of leading consumer-facing websites that set a high standard for digital engagement. The analysis should focus on how these sites effectively guide users to complete key tasks, such as get a quote, shop and compare, renew subscription/membership, create account/log in. The competitive analysis should identify design strategies that drive conversion and reduce friction in the user journey. Findings should identify best practices, design patterns, and features relevant to Covered California’s audiences and goals.
10. ***Del:*** Document and present a Competitive Landscape Summary.
11. Identify and map tech stack to design, build and manage website.
12. Map technical infrastructure to integrate with Covered California systems and to connect with external DHCS systems (i.e. Shop and Compare, Apply, Create Account/Log In, and Renew).
13. Map project’s own environment structure to align with internal server migration back into Covered California once the website is ready to launch[[2]](#footnote-2).
14. Map chatbot and GenAI embedded functions for the project.
15. Map software and application integration, including:
16. CMS (To be determined[[3]](#footnote-3))
17. The Contractor will advise on and recommend the most suitable CMS to support the success of this project and align with the organization’s long-term website needs.
18. Design System platform (Figma)
19. Collaboration will be required with our Marketing Division’s agency-of-record as well as Communications and PR to establish design system and style guide criteria.
20. In-language machine-translation service
21. Google Developer Tools (Google Analytics, Google Tag Manager)
22. Or other tools as recommended by the Contractor
23. Identify any limitations, potential risks, and security considerations.
24. ***Del:*** Provide technical roadmap and integration plan, including CMS.[[4]](#footnote-4)
25. *Task 1.4: Strategy and Roadmap Definition*
26. Outline strategic website goals and user experience principles.
27. Map to organizational objectives and the needs of the target audience.
28. Define with measurable KPIs.
29. Recommend Minimum Viable Product (MVP) and first releases of user functions for the first 12 months. The full project roadmap required in releases post-MVP is 24 months total for completion.
30. Prioritize user-centered and business-critical features.
31. ***Del:*** Present MVP Feature Scope Summary, including Agile Sprint Schedule, Cadence, and Reporting Plan.
32. Prepare the project roadmap and implementation phases.
33. Present a strategic rollout plan, including MVP, Post-MVP, and Expansion phases (2-year plan).
34. ***Del:*** Gain final approval of Strategic Roadmap plan and Leadership presentation.
35. Required Deliverables for Task One: Discovery and Strategy
36. Kickoff Meeting Summary and Communication Plan
37. Discovery Summary Report (including stakeholder insights and goals)
38. SWOT top-line report for Key Metrics of CoveredCA.com from 2020-2025.
39. User Research Report, including updated Personas and latest Behavioral Insights
40. Competitive Landscape and Benchmarking Summary
41. Technical Roadmap and Integration Plan, including CMS
42. MVP Feature Scope Summary, including Agile Sprint Schedule, Cadence, and Reporting Plan
43. Strategic Roadmap Plan and Leadership Presentation
44. **Task 2: UX/UI Design (including Content Strategy with CMS Governance)**
    1. *Task 2.1: UX/UI and Visual Design Sprints*

Review existing UX/UI assets of Covered California, including personas, user journey maps, information architecture maps, and other related UX/UI strategy and design documentation.

Develop low- to high-fidelity responsive wireframes based on approved MVP, Post-MVP features.

1. Design mobile-first, responsive layouts with accessibility baked in.
2. Include use cases for public users (individuals and families (consumers)), California small businesses (customers), internal staff, and agency partners.
   * + - 1. Include use cases for public users (individuals and families (consumers), California small businesses (customers), internal staff, and agency partners.

Redesigns site navigation and sitemap based on user needs and most pertinent analytics data.

Includes hierarchy of content, search functionality, and cross-linking/deep-linking recommendations.

Validate with recommended user testing.

1. ***Del:*** UX/UI low-fidelity wireframes and high-fidelity mockups

Prepare digital interactive UI prototypes, including interaction design for user testing.

1. Conduct at least two rounds of consumer usability testing (Live/Recorded In-Depth Interviews) recruited from Los Angeles, San Francisco/Oakland/Bay Area, Sacramento Valley (Stockton, Modesto), San Joaquin Valley, and North Coast/Shasta. Must include at least 25 participants from Spanish-dominant-speaking households.
2. ***Del:*** Clickable prototype and user testing report(s)

Iterate prevailing design prototypes based on findings before moving into development.

1. Finalize UX/UI design, including UI design with navigation models, and MVP and post-MVP “future state”) sitemap.

***Del:*** Final UI design system and design specifications package

* 1. *Task 2.2: Content Strategy with CMS Governance*

1. Complete content audit of existing pages, including all in-language resources.
2. Categorize content to identify gaps, redundancies, and outdated materials.

***Del:*** Content audit and content strategy brief (includes multi-lingual translation plan)

1. Set up the CMS[[5]](#footnote-5) to support page creation, content workflows, and long-term governance.
2. Configure CMS environment content configuration plan.
3. Develop page templates with MVP, Post-MVP CMS content editor blocks/components with a phased roll-out of CMS content management features thereafter.
4. Recommend a content governance model.
5. Define CMS workflows, roles, and responsibilities for content authors.

***Del:*** Content templates for MVP (with roadmap for post-MVP) and governance model for CMS workflows, etc.

* 1. *Task 2 Deliverables*

1. UX/UI low-fidelity responsive designed wireframes and high-fidelity mockups
2. Updated personas for new website
3. Updated user journey(s)
4. Clickable interactive responsive designed prototypes and user testing report(s)
5. Revised information architecture and sitemap
6. Content audit and content strategy brief
7. Content templates and governance model
8. Final UI design system[[6]](#footnote-6) and design specification package
9. All final website artwork files produced for the project with markup
10. Amended Web content style guide in coordination with Covered California
11. **Task 3: CMS Implementation Phase**
12. *Task 3.1: CMS Configuration and Setup*
13. Design and configure CMS structure, including content types, tagging, and permissions.
14. Implement custom templates, components, and theme(s) aligned with approved designs.
15. Set up editorial workflows and publishing controls.

***Del:*** Set up server environments for Covered California team to access and use during the design and build phase for content population.

1. *Task 3.2: CMS Migration, In-Language Translation and QA*
2. Plan and migrate existing content from existing Dev, QA, Staging, and Production environments for CoveredCA.com
3. Conduct automated and manual QA on migrated pages.
4. Set up Admin and publishing accounts for Covered California team to populate and manage content during the build and QA phases.
5. Validate design consistency, formatting, and link integrity.
6. Prepare reporting on status and completion of CMS migration and QA log with QA findings prioritized and completed.
7. ***Del:*** See list below for Task Three, Part Two
8. Integrate translation platform for machine-translation of the following languages for MVP:
9. Spanish
10. Traditional Chinese
11. Simplified Chinese
12. Korean
13. Vietnamese
14. Farsi
15. Ensure all English language pages have a language equivalent.
16. Complete QA review
17. Make any edits and store language updates.
18. Task 3 Deliverables
19. CMS Configuration Documentation
20. Custom templates and UI components
21. MVP CMS workflow for publishing (staging to production)
22. Content Migration Plan and Audit Report
23. CMS QA Test Results and Validation Checklist
24. CMS corrections, defects implemented in code and committed to library
25. CMS Administrator Training Materials
26. Translation platform workflows and documentation for review/edit processes
27. Support and maintenance plan
28. **Task 4: Development and Quality Assurance Phase**
    1. *Task 4.1: Front-End and Back-End Development*
29. Develop front-end code using modern frameworks and responsive practices.
30. Implement user interface components based on approved design system.
31. Integrate front-end with CMS and backend services.
32. Configure APIs, data sources, and custom logic as needed.
    1. *Task 4.2: Accessibility and Performance Optimization*
33. Ensure full compliance with WCAG 2.1 AA standards.
34. Conduct automated and manual accessibility testing. Certify accessibility compliance with Voluntary Product Accessibility Template (VPAT) report for launch documentation of MVP.
35. Optimize for speed, responsiveness, and mobile performance.
36. Use performance monitoring tools and address identified bottlenecks.
    1. *Task 4.3: Quality Assurance Testing*
37. Develop and execute QA test plans and scripts.
38. Include functional, regression, and cross-browser testing.
39. Conduct user acceptance testing (UAT) with approximately 25 internal stakeholders (including in-language vendors).
    1. *Task 4 Deliverables*
40. Front-end and back-end source code with documentation
41. API integration and configuration documentation
42. Accessibility compliance testing results (VPAT Report)
43. Performance benchmarking report
44. QA test plan and test results
45. UAT feedback summary and issue resolution tracker
46. All code versioned and committed to library for dev, staging, and production as well as any other backups for security and/or project records.
47. **Task 5: Launch and MVP Post-Launch Optimization Phase**
    1. *Task 5.1: Launch Readiness*
48. Finalize production environment configurations.
49. Perform final content reviews and editorial checks.
50. Conduct go/no-go launch checklist and approvals.
51. Coordinate final deployment schedule.
52. Coordinate Communication plan (internal and external).
    1. *Task 5.2: Production Launch*
53. Assist in deployment of the website to the production environment.
54. Monitor performance, error rates, and accessibility compliance.
55. Provide launch support to the Covered California internal team.
56. Address high-priority issues and defects.
    1. *Task 5.3: Post-Launch Optimization*
57. Configure recommended event tracking, funnel setup, and dashboards for data analytics and campaign tracking for the project
58. Confirm all Google Analytics events/tags are tracking.
59. Collect and analyze live user behavior data.
60. ***Del:*** Report findings from live site. First 30, 60, 90 days of launch.
61. Recommend UX and performance improvements.
62. Run 1-2 user tests (moderated or unmoderated)
63. ***Del:*** Report findings from live site.
64. Conduct one to two post-launch sprints to implement high-priority changes.
65. Re-baseline product roadmap to move into post-launch planning and next release phase, **post-MVP (remainder of two-year roadmap).**
    1. *Task 5 Deliverables*
66. Launch checklist and readiness report
67. Production deployment confirmation
68. Performance monitoring and analytics summary
69. Post-launch support log and response report
70. Recommendations for optimization
71. Sprint review summary for post-launch improvements
72. Re-baselined product roadmap refining and prioritize backlog for next release phase, post-MVP.
73. Post-MVP product build documentation and other hand-off documentation for continued success.
74. **Task 6: Web Hosting**
    1. The selected vendor will be responsible for providing and maintaining its own secure hosting environment for all development, design, and testing activities throughout the duration of the project. This environment must support iterative deployment, content management system (CMS) configuration, and feature integration in alignment with the approved project roadmap and Agile sprint cycles.
    2. Upon completion of the MVP and final production-ready build, the vendor will be required to coordinate with Covered California’s IT team to migrate all source code, CMS configurations, database assets, and documentation into Covered California’s internal hosting environment. Covered California will be the system of record and will assume all responsibility for live production hosting, ongoing CMS operation, and post-launch site management.
    3. The vendor may be requested to provide technical consultation related to Covered California’s internal hosting infrastructure, including recommendations on server configuration, security protocols, load balancing, and scalability to support the redesigned website and new CMS.
    4. *Task 6 Deliverables*
75. Secure and scalable server environments for development, staging, and QA.
76. Deployment and rollback documentation for transfer to Covered California’s environment.
77. Technical consultation report outlining internal hosting recommendations (CMS architecture, infrastructure specifications, and scalability planning for new build).
78. Final technical handoff package, including deployment guides and configuration files.
79. **[Amendment Option] Task 7: HBEX Site Migration**
    1. Migrate the Covered California business website (<https://hbex.coveredca.com/>) into the newly built website incorporating all necessary info, design, etc. (mirror language above)
    2. Map scope of HBEX website to migrate over to centralize under project.
    3. Plan and migrate HBEX content to the new CMS, where applicable.
    4. Any additional tasks as described in the Tasks above that are necessary to complete this migration.

## Unanticipated Tasks

1. In the event that additional work must be performed which was unforeseen and wholly unanticipated and is not specified in this Exhibit A – Scope of Work, but which in the opinion of both parties to this Agreement is necessary to the successful accomplishment of the general scope of work outlined, the procedures outlined in this Section will be employed. Any additional tasks, services, or deliverables must be within the original Scope of Work as outlined in Exhibit A. Contractor may not perform unrelated services that do not fulfill the Scope of Work. The amount of funding for any additional tasks, services, or deliverables is subject to Covered California’s approval in accordance with its policies and procedures.
2. For each instance of necessary, unanticipated work not specified in this Exhibit A – Scope of Work, a Work Authorization shall be prepared in accordance with Covered California’s Exhibit A, Attachment 1 – Work Authorization template.
3. It is understood and agreed by both parties to this Agreement that all of the terms and conditions of this Agreement shall remain in force with the inclusion of any such Work Authorization. Such Work Authorization shall in no way constitute an agreement other than as provided pursuant to this Agreement nor in any way amend or supersede any of the other provisions of this Agreement.
4. Each Work Authorization shall consist of a detailed statement of the purpose, objective, or goals to be undertaken by Contractor, the job classification(s) or approximate skill level(s) of the personnel to be made available by Contractor, an identification of all significant materials to be developed by Contractor and delivered to Covered California, an identification of all significant materials to be delivered by Covered California to Contractor, an estimated time schedule for the provisions of these services by Contractor, completion criteria for the work to be performed, the name or identification of the Contractor personnel to be assigned, Contractor’s billing rates as identified in Exhibit B – Budget Detail and Payment Provisions per work hour, and Contractor’s estimated total cost of the Work Authorization.
5. All Work Authorizations must be signed by Contractor and Covered California. Covered California will amend the Agreement to include any tasks, resources, hours, and funding that it approves on the Work Authorization. The parties must execute the amendment before Contractor can perform the additional services and receive funding for said services.
6. Covered California may require Contractor to stop or suspend work on any Work Authorization approved by a contract amendment pursuant to Section YY of Exhibit C – Information Technology General Terms and Conditions.
7. In performing any additional tasks or services, Contractor shall not exceed the estimated number of work hours as outlined in the Agreement unless the following procedures are followed:
   1. If Contractor determines that the tasks and services as outlined in a Work Authorization cannot be accomplished within the estimated work hours, Contractor shall immediately notify Covered California in writing of Contractor’s estimate of the work hours which will be required to complete the Work Authorization in full. Upon receipt of such notification, Covered California may:
      1. Authorize Contractor to expend the estimated additional work hours in excess of the original estimate necessary to accomplish the services, tasks, and deliverables as outlined in the approved Work Authorization;
      2. Require the Contractor to complete the work and provide the affected deliverables at the cost originally bid and contracted for, regardless of any additional work hours required;
      3. Terminate the Work Authorization; or
      4. Alter the scope of the Work Authorization in order to define tasks that can be accomplished within the remaining estimated work hours.
8. Covered California shall notify Contractor in writing of its election within seven (7) calendar days after receipt of Contractor’s notification. If notice of the election is given to proceed, Contractor may expend the estimated additional work hours or services. Covered California agrees to reimburse Contractor for such additional work hours pursuant to Exhibit B, but may require an amendment to the Agreement before paying for such additional hours.   
   Reporting Headquarters Location
9. The Contractor is required to perform all services under this Agreement on site at Covered California, unless directed otherwise by the project representative listed in this Exhibit. The Covered California office is located at 1601 Exposition Boulevard, Sacramento, California, 95815. Travel and expenses for reporting to this headquarters location shall not be reimbursed.

## Reassignment of Personnel

1. The Contractor shall not reassign nor substitute personnel assigned to the contract during the contract term without prior written approval of Covered California. If a Contractor employee is unable to perform duties due to illness, resignation, or other factors beyond the Contractor’s control, the Contractor shall make every reasonable effort to provide suitable substitute personnel.
2. Substitute personnel shall not automatically receive the hourly rate of the individual or position being replaced. Covered California and the Contractor shall negotiate the hourly rate of any substitute personnel to the contract. The hourly rate negotiated shall be dependent, in part, on the experience and individual skills of the proposed substitute personnel. The negotiated rate cannot exceed the hourly rate stated in the contract.
3. Covered California reserves the right to request a Contractor employee be removed from performing any work on the contract and, on written notice to the Contactor, the Contractor shall assign a substitute employee.

## Contractor’s Roles and Responsibilities

The Contractor shall:

1. Designate a person to whom all project communications may be addressed and who has the authority to act on all aspects of the contract. This person will be responsible for the overall project and will be the contact for all invoicing and Contractor staffing issues.
2. Provide written reports for review and approval by Covered California and formally respond to Covered California review findings as necessary.
3. Meet as required with Covered California staff to discuss progress.
4. Make its best efforts to maintain staff continuity throughout the life of the project. If, however, a substitution becomes necessary, the Contractor must submit resumes for review, in advance, for all proposed personnel substitutions. All Contractor personnel substitutions must be approved in writing by Covered California Representative. Failure to receive the required approvals may result in termination of the contract.

## Covered California’s Roles and Responsibilities

Covered California shall:

1. Designate the Covered California Representative to whom all Contractor communications may be addressed and who has the authority to act on all aspects of the contract.
2. Provide access to business and technical documents as necessary for the Contractor to complete the tasks identified in this Agreement.
3. Ensure appropriate resources are available to perform assigned tasks, attend meetings, and answer questions.
4. Ensure that decisions are made in a timely manner.
5. Provide work areas and meeting rooms as needed.
6. Identify and provide access to Subject Matter Experts to assist in the development of technical requirements.

## Contract Deliverables

1. The Contractor understands that all recommendations and contract deliverables must comply with the Patient Protection and Affordable Care Act of 2010, as well as sections 15438, 15439, and 100501 through 100521 of the Government Code; 1346.2 and 1366.6 of the Health and Safety Code; 10112.3 and 10112.4 of the Insurance Code.
2. The Contractor shall provide all deliverables within the timeframe specified and required by Covered California.
3. The Contractor understands and acknowledges that all deliverables must be reviewed, approved and accepted by Covered California.
4. The Contractor understands that any Covered California requested revisions to any deliverable shall be incorporated by the Contractor within seven (7) calendar days from the date in which Covered California provided its feedback, unless a different timeframe is required and specified by Covered California.
5. In the event Covered California requires additional refinements and modifications for any deliverable which occurs after that deliverable has been previously accepted by Covered California, the Contractor shall be required to make the additional revisions until the revised deliverable is accepted and approved by Covered California.
6. The Contractor shall be paid for services rendered under this Agreement in accordance with Exhibit B – Budget Detail and Payment Provisions.

## Deliverable Acceptance Criteria

1. All concluded work must be submitted to Covered California for review and approval or rejection. It will be Covered California’s sole determination as to whether any tasks have been successfully completed and are acceptable.
2. Throughout the term of the contract, Covered California will review and validate services performed. In addition, the Covered California Representative will verify and approve the Contractor’s invoices. Signed acceptance is required from the Covered California Representative to approve each invoice for payment.
3. Contractor’s recommendations and contract deliverables must comply with the Patient Protection and Affordable Care Act of 2010, as well as sections 15438, 15439, and 100501 through 100521 of the Government Code; 1346.2 and 1366.6 of the Health and Safety Code; 10112.3 and 10112.4 of the Insurance Code.
4. Deliverable acceptance criteria shall include, but not be limited to, the following:
5. Deliverable-specific work was completed as specified and the final deliverable product or service was rendered to the satisfaction of Covered California;
6. Plans, schedules, designs, documentation, digital files, photographs and reports (deliverables) were completed as specified and approved;
7. All goods/equipment delivered conform to specifications and quantities, including requirements for special handling and packaging; and operability and functionality;
8. All deliverable documentation and artifact gathering have been completed and delivered; and
9. All deliverables are in a format useful to Covered California.
10. Covered California reserves the right to review and inspect all deliverables following Contractor’s delivery of each deliverable to Covered California, and to determine whether the deliverables are satisfactory and conform to Covered California’s specifications. Covered California may, in its sole discretion, either: a) reject a deliverable if it fails to conform to the specifications and meet Covered California’s satisfaction or has defects (collectively, “errors”); or b) may accept each deliverable if it has no such errors (“acceptance”). Covered California shall have not less than ten (10) business days from the receipt of the deliverable to either accept or reject the deliverable, unless the parties mutually agree to an alternative deadline.
11. If Covered California rejects a deliverable, Covered California will notify the Contractor in writing via email or otherwise to Contractor’s representative with the reason for the rejection and a list of deficiencies. The Contractor shall promptly correct the stated deficiencies and resubmit the corrected deliverable within five (5) business days of receipt of the written notice and list of deficiencies, unless an extension is requested in writing by the Contractor and approved by Covered California. Contractor shall respond to all of Covered California’s comments, and as appropriate and necessary, incorporate such responses into its resubmission of the deliverable.
12. After receipt of a corrected deliverable, Covered California shall again have the opportunity to review the resubmitted deliverable and will provide Contractor with an acceptance of that deliverable or give a notice of continuing deficiency within ten (10) business days. If notice of a continuing deficiency is given, Covered California will provide the Contractor a description of the deficiencies that continue. If Contractor fails to meet all criteria within the specified timeframes, Covered California reserves the right to; a) modify timeframes as necessary (in Covered California’s sole discretion) until Covered California is satisfied that all deliverables comply with Covered California’s specifications as required by the Agreement; or b) terminate this Agreement for cause.
13. In the event Covered California fails to review and accept or reject a deliverable within ten (10) business days of receipt or such additional time as the parties may agree, the Contractor shall notify Covered California of the late response and proceed with performance as if acceptance had been received from Covered California. However, such failure by Covered California to respond shall not constitute a formal acceptance of the deliverable by Covered California. If, in such circumstances, Covered California subsequently requires material changes to the deliverable, the parties shall fairly consider and mutually agree as to the effect of the untimely rejection or acceptance on the delivery or implementation schedules. In no event shall the Contractor be entitled to any price increase due to the need to correct deficient deliverables as identified by Covered California.

Such reviews and resubmissions shall not be construed as a waiver of any deliverable or obligation to be performed under this Agreement, nor of any scheduled deliverable due date, nor any rights or remedies provided by law or through this Agreement. Additionally, Covered California’s waiver of, or lack of objection to, a deficiency with respect to a particular deliverable or obligation shall not be construed to be a waiver of the same or a similar deficiency or obligation with respect to any other deliverable.

1. As used in this section, the term “continuing deficiency” shall be limited to:
2. Inadequate resolution, in the reasonable judgment of Covered California, of the items raised during the previous Covered California review;
3. Related issues which were tied to or created by the method of resolving the previous Covered California comments;
4. Items which could not be thoroughly tested or reviewed by Covered California because of an inadequate, incorrect or incomplete deliverable, previously submitted, which was identified as inadequate, incorrect or incomplete by Covered California’s previous written comments; and
5. Omissions of parts of a deliverable.
6. Unless otherwise agreed upon by Covered California, Contractor shall not delay the resubmission of a previously rejected deliverable to include the introduction of new items identified by the Contractor during subsequent reviews. Any such new items, including those items which could have been identified by a thorough review of a previously submitted deliverable, shall be considered separately under the following review process. In such circumstances, Contractor shall introduce new items to Covered California for review, and if the parties mutually agree upon the material revision of a deliverable, the parties shall fairly consider and mutually agree as to the effect of the new items on the deliverable(s) or implementation schedules.
7. If deliverables are not submitted to the satisfaction of Covered California and Covered California terminates the contract, the Contractor may be held liable for any additional costs, including, but not limited to, the costs of administration and rebidding of the work to be completed. Unless otherwise agreed upon by Covered California, in no event shall the Contractor be entitled to any price increase due to any rejections, delays, resubmissions, or agreed-upon modifications of deliverables pursuant to this Section.

## Project Representatives

The representatives for this project, during the term of this Agreement, shall be:

|  |  |
| --- | --- |
| **Covered California Representative:** | **Contractor Representative:** |
| (Representative’s Name)  Covered California  1601 Exposition Blvd.  Sacramento, CA 95815  (916) XXX-XXXX T  (Email Address) | (Representative’s Name)  (Contractor’s Name)  (Address)  (City, State and Zip)  (916) XXX-XXXX T  (Email Address) |

1. Note: Covered California operates on a bi-weekly Agile sprint cadence, with structured backlog grooming, sprint planning, demos, and retrospectives. To ensure seamless collaboration and integration across internal teams (e.g., content, development, UX, legal, and translation), we prefer vendors to align with this cadence. That said, we are open to alternative workflows or delivery cadences if the vendor can demonstrate how their proposed approach will support close coordination, maintain transparency, and meet our internal review and approval timelines. Proposals should clearly describe the vendor’s preferred methodology and how it supports efficient delivery in a collaborative, cross-functional environment. [↑](#footnote-ref-1)
2. While the project is in development, the vendor is expected to mirror Covered California’s internal hosting environment to ensure compatibility and streamline the final migration process. Upon completion and approval of the production-ready build, the website and CMS will be transitioned into Covered California’s internal infrastructure for launch. [↑](#footnote-ref-2)
3. Covered California’s is currently evaluating three industry-standard CMS to be selected for this project. [↑](#footnote-ref-3)
4. The vendor is not required to provide ongoing hosting services post-launch. Covered California’s will assume full responsibility for production hosting and live website operations. [↑](#footnote-ref-4)
5. Note: As of this date, a CMS has not been chosen yet. Covered California is looking at various CMS and expects the vendor to have expertise and work proficiently in any of them. [↑](#footnote-ref-5)
6. The expectation is that the design system will be maintained by the vendor until the handover occurs back to Covered California for internal, ongoing management of the website. [↑](#footnote-ref-6)