Guaranty

This Guaranty is to be completed by the agency or parent company of the agency. Check one of the boxes (A or B) below. The parent company, or the agency if there is no parent company, must sign the Guaranty and **include this Guaranty with your proposal Stage 1 submission**.

☐ A. The agency is not a subsidiary corporation, and the agency guarantees performance under any contract resulting from this Request for Proposal (RFP) with the full force and credit of all its assets.

☐ B. The agency is a subsidiary corporation, and it shall have this Guaranty completed by the parent corporation to guarantee the full and prompt performance of all covenants, terms, and conditions of any contract resulting from this RFP, throughout the entire term of the contract.

The undersigned certifies all of the following:

1. The parent company's full legal name is

   _____

2. The parent company (Guarantor) has the financial ability to meaningfully support such guaranty.

3. The representative signing this Guaranty is authorized to bind the Guarantor Corporation.

4. Guarantor accepts unconditional responsibility for all performance and financial requirements and obligations of the contract.

5. For good and valuable consideration, receipt of which is hereby acknowledged, Guarantor is making this Guaranty.

6. Guarantor stipulates that if the contract is ultimately awarded to the subsidiary, the California Health Benefit Exchange (Exchange) will do so in reliance upon this Guaranty.

7. The undersigned corporate officer warrants (1) that he or she has personally reviewed all pertinent corporate documents, including but not limited to articles of incorporation, by-laws, and agreements between the parent and the subsidiary; and (2) that nothing in these documents in any way limits the capacity of the parent to enter into the contract or guaranty.

8. The Exchange need not take any action against the Bidder, any other guarantor, or any other person, firm, or corporation, or resort to any security held by it at any time before proceeding against the Guarantor. Furthermore, Guarantor hereby waives any and all notices and demands, which may be required to be given by any other statute or rule of law. Guarantor agrees that its liability hereunder shall be in no way affected, diminished, or released by any extension of time, forbearance, or waiver which may be granted the agency, its successor, or assignee, and that this Guaranty shall extend to and include all future amendments, modifications, and extensions of the contract and all future supplemental and other agreements with respect to matters covered by the contract which the Exchange and the agency may enter into, with or without notice to or knowledge of Guarantor; but Guarantor shall have the benefit of any such extension, forbearance, waiver, amendment, modification, or supplemental or other agreement; it being the purpose and intent of the parties hereto that the obligation of Guarantor hereunder will be coextensions with, but not in the excess of, the obligations of the Guarantor, its successor, or assignee, under the contract.

9. Guarantor agrees that, unless otherwise agreed to by the Exchange, Guaranty shall continue in full force and effect despite any change in the legal or corporate status of the subsidiary, including but not limited to its sale, reorganization, dissolution, or bankruptcy.

I, _____, certify that I am authorized to sign and bind my company to this Guaranty.

_____ _____
Signature of Authorized Representative Date

_____
Company Name