INSTRUCTIONS – FORM B

1. Form B shall be completed, signed and returned with the RFQ package.
2. Fill in all necessary information in order to complete Form B.
3. Form B is available at: www.sdcre.com and shall be used to complete Form B. The County will not accept quotation packages without Form B, or packages that include Form B that has been amended or altered.

FORM B

INDEMNIFICATION AGREEMENT

This indemnification agreement ("Agreement") is made and entered into by and between the County of San Diego, a political subdivision of the State of California ("County") and _____ ("Offeror") with reference to the following facts:

WHEREAS the County may receive a request for disclosure of Offeror's submission under the State of California Public Records Act, Government Code Section 7921.000, et seq.; and

WHEREAS, Offeror has included in its submission an exhibit entitled "EXHIBIT – CONFIDENTIAL/PROPRIETARY" containing records that Offeror has determined to constitute trade secrets or other proprietary information exempt from disclosure under the State of California Public Records Act; and

WHEREAS the County requires defense and indemnity from Offeror for the County's ongoing non-disclosure of Offeror's EXHIBIT-CONFIDENTIAL/PROPRIETARY;

NOW, THEREFORE, for good and valuable consideration and the mutual promises contained in this Agreement, County and Offeror agree to the following:

1. The above recitals are incorporated into this Agreement by this reference.

2. Except as otherwise provided in this Agreement, County will not release Offeror's EXHIBIT-CONFIDENTIAL/PROPRIETARY based on Offeror's representation that the records contained in the exhibit are proprietary and exempt from disclosure under the State of California Public Records Act and/or are trade secrets as that term is defined in State of California Government Code Section 7921.000, et seq.. Notwithstanding the foregoing, however, County may release Offeror's EXHIBIT CONFIDENTIAL/PROPRIETARY in the event of any of the following:

    a. Offeror fails to comply with the terms and conditions of this Agreement; or

    b. Offeror provides the County with written notice that some or all of the records may be released; or

    c. A court of competent jurisdiction orders County to release the records and County has exhausted or waived its appeal rights.

d. The County determines, in its sole discretion, that Offeror incorrectly designated some or all of the records as exempt from disclosure under the California Public Records Act.

3. To the fullest extent allowed by law, County shall not be liable for, and Offeror shall defend and indemnify County and its elected officials, officers, directors, employees and agents of County (collectively "County Parties"), against any and all claims, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorneys' fees (whether incurred by County attorneys or attorneys employed by County) and court costs (collectively, "Claims"), related to the County's decision to either withhold or produce some or all off the records that the Offeror has included in its exhibit marked EXHIBIT-CONFIDENTIAL/PROPRIETARY.

4. Offeror waives any and all claims in law or equity and hereby releases the County Parties from any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorneys' fees and court costs, which arise out of or are in any way connected to Offeror's EXHIBIT-CONFIDENTIAL/PROPRIETARY.

_____
Print Name

_____
Signature

_____
Title

_____
Date