

County of San Diego  
Department of Purchasing and Contracting  
**NONDISCLOSURE INDEMNIFICATION AGREEMENT (PC620)**

**If offeror submits an exhibit marked “CONFIDENTIAL/PROPRIETARY,” The following nondisclosure indemnification agreement must be completed, signed, and returned with the offer.**

This indemnification agreement is made and entered into by and between the County of San Diego

(“County”) and Offeror Company/Organization Name: \_\_\_\_\_

(“Offeror”), with reference to the following facts:

WHEREAS the County may receive a request for disclosure of Offeror’s submission under the California Public Records Act, California Government Code § 7920.000, *et seq.*; and

WHEREAS, Offeror has included in its submission an exhibit marked “*EXHIBIT – CONFIDENTIAL/PROPRIETARY*” containing records that Offeror represents, with specific legal basis to so represent, are exempt from disclosure under the California Public Records Act; and

WHEREAS the County requires defense and indemnity from Offeror for the County’s ongoing non-disclosure of records contained in Offeror’s exhibit marked “*EXHIBIT-CONFIDENTIAL/PROPRIETARY*”;

NOW, THEREFORE, for good and valuable consideration and the mutual promises contained herein, the parties agree to the following:

1. The above recitals are incorporated herein by this reference.
2. Except as otherwise provided herein, the County will not release records contained in Offeror’s exhibit marked “*EXHIBIT-CONFIDENTIAL/PROPRIETARY*” based on Offeror’s representation that the records contained therein are exempt from disclosure under the California Public Records Act. Notwithstanding the foregoing, however, the County may release some or all of the records contained in Offeror’s exhibit marked “*EXHIBIT-CONFIDENTIAL/PROPRIETARY*” in the event of any of the following:
  - a. Offeror fails to comply with the terms and conditions of this indemnification 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 the County to release the records; or
  - 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, the County shall not be liable for, and Offeror shall defend and indemnify County and its Board of Supervisors, 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 (hereinafter collectively referred to as “Claims”) related to the County’s decision to either withhold or produce some or all of the records that 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 the records that Offeror has included in its exhibit marked “*EXHIBIT-CONFIDENTIAL/PROPRIETARY*.”

<b>TO BE COMPLETED BY AN AUTHORIZED REPRESENTATIVE OF THE OFFEROR</b>
Offeror Company/Organization Name: _____
Authorized Representative Name: _____
Authorized Representative Title: _____
Signature: _____ Date: _____