

**WT-0261 – Hefner WTP Clarifier Rehabilitation
Engineering Services Solicitation
CONSULTANT CONFIDENTIALITY AGREEMENT**

This Confidentiality Agreement is made as of the _____ day of _____, 2024, by _____, an employee of _____ (hereinafter “the Consultant”) in connection with the referenced Engineering Services Solicitation.

I, _____, agree that I will not disclose, either in whole or in part, to any entity or person internal or external to the City of Oklahoma City or the Oklahoma City Water Utilities Trust (OCWUT), less and except to the General Manager of the OCWUT or the designated Oklahoma City Project Manager or as expressly directed by the General Manager or the designated Oklahoma City Project Manager, any information or data provided by or to the City or the OCWUT regarding this Engineering Services Solicitation, including but not limited to its parameters, goals, findings, recommendations, or the nature or potential consequences therefrom without first obtaining the written permission of the General Manager or the designated Oklahoma City Project Manager. If I receive an Open Records request or if I am subpoenaed to testify or produce documents, which could result in such disclosure, I will provide immediate advance notification to the assigned OCWUT Project Manager who in turn will notify the General Manager and the Municipal Counselor’s Office so that the City and the OCWUT may authorize such disclosure or have opportunity to take the appropriate action.

I understand this Confidentiality Agreement shall be effective from the date of signature and shall extend in perpetuity until directed otherwise in writing by the General Manager or the designated OCWUT Project Manager, whether or not I continue my employment with the Consultant or am otherwise engage with the City or the OCWUT. I understand that failure to maintain confidentiality shall subject the Consultant to disqualification from the engineering services solicitation process and shall subject the any executed contract for services with the Consultant resulting from the solicitation to immediate termination. In addition, I acknowledge and agree that I will be responsible to the OCWUT and the City for any injuries, damages, losses, costs and expense directly or indirectly resulting from any release or disclosure other than as expressly directed as set forth in this Confidentiality Agreement.

Date _____

Signature of Consultant’s Employee

Print or Type Consultant’ Employee’s Name

Signature of Consultant’s Authorized Agent

Print or Type Consultant’s Agent’s Name

WITNESS

Witness Signature

Print or Type Witness Name