

**PURCHASE AGREEMENT**

**between**

**And**

**MIDWEST CITY MUNICIPAL AUTHORITY**

**THIS Purchase Agreement** (hereinafter referred to as “**Agreement**”) is entered into by and among the **Midwest City Municipal Authority**, a public trust created pursuant to Oklahoma State Law for the benefit of Midwest City (hereinafter referred to as “**Midwest City**”)] and \_\_\_\_\_, a corporation, registered to do business in the State of Oklahoma (hereinafter referred to as “**SSI** \_\_\_\_\_”) (Midwest City and \_\_\_\_\_ being collectively referred to herein as “**Parties**”) and is effective upon the date of execution by the last party hereto.

**WITNESSETH:**

**WHEREAS, Midwest City** is in need to purchase the following goods for its operations: **Moving Bed Biofilm Reactor (MBBR) Media**, (hereinafter referred to as “**Goods**”); and

**WHEREAS, Midwest City** solicited bids from vendors for the purchase of the **Goods**; and

**WHEREAS, Midwest City** published the request for bids from vendors for the purchase of the **Goods**; and

**WHEREAS, SSI** submitted a bid, based on the solicitation published by **Midwest City**; and

**WHEREAS, Midwest City** and **SSI** desire to enter into an **Agreement** for the purchase of the **Goods**; and

**NOW THEREFORE, MIDWEST CITY**, and **SSI** agree as follows:

**1. AGREEMENT**

A. **SSI** agrees to sell the **Goods** listed in “**Attachment A**” to **Midwest City**.

B. The prices for the **Goods** that are to be purchased are listed in “**Attachment A**”.

C. The prices established in “**Attachment A**” shall remain fixed and shall not change for the term of this **Agreement**.

**2. Payment**

**Midwest City** shall issue a Purchase Order for the purchase of the **Goods** from **SSI**. Upon issuance and receipt of the Purchase Order **SSI** shall deliver the **Goods** to **Midwest City**. Upon receipt of the goods **Midwest City** shall

Purchase Agreement with \_\_\_\_\_

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transmit payment to \_\_\_\_\_ SSI \_\_\_\_\_ electronically, within forty-five (45) days of the delivery of the **Goods**.

### 3. DELIVERY

- A. \_\_\_\_\_ SSI \_\_\_\_\_ shall deliver the **Goods** to **Midwest City** at:  
7420 NE 36th St.  
Oklahoma City, OK 73141
- B. **Midwest City** inspect the **Goods** upon receipt to ensure quality and quantity.
- C. \_\_\_\_\_ SSI \_\_\_\_\_ shall guarantee the **Goods** delivered shall not be damaged and in working order.

### 4. TERMINATION.

- A. This **Agreement** may be terminated by either party for any reason or for no reason upon thirty (30) days written notice to the other party.
- B. This **Agreement** may be terminated by any party for cause upon the passage of thirty (30) days, subsequent to the mailing of notice stating the cause and the requested cure, where cause has failed to be cured.

### 5. OKLAHOMA GOVERNMENTAL TORT CLAIMS ACT.

**Midwest City** is a governmental subdivisions of the State of Oklahoma and subject to the Oklahoma Governmental Tort Claims Act at Title 51 of the Oklahoma Statutes, § 151 *et seq.* Any action brought by either Party or by any third-party against **Midwest City** based on the **Parties** entering into this agreement shall comply with the requirements and procedures set forth in the Oklahoma Governmental Tort Claims Act.

### 6. NOTICES

- A. Notices and other communications to the **Midwest City** pursuant to the provisions hereof will be sufficient if sent by first class mail, postage prepaid, return receipt required, or by a nationally recognized courier service, addressed to:

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\_\_\_\_\_  
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Midwest City Municipal Authority, Secretary for the Authority  
100 N. Midwest Boulevard  
Midwest City, OK 73110

AND Midwest City Municipal Authority,  
c/o City of Midwest City Public Works Authority  
Attention: Director of Public Works  
100 N. Midwest Boulevard  
Midwest City, OK 73110

B. Notices or other communications to SSI pursuant to the provisions hereof will be sufficient if by first class mail, postage prepaid, return receipt required, or by a nationally recognized courier service, addressed to:

4 Tucker Drive, Poughkeepsie, NY, 12603,  
\_\_\_\_\_  
\_\_\_\_\_

AND \_\_\_\_\_,  
\_\_\_\_\_  
\_\_\_\_\_

C. Any party hereto may change the address or addressee for the giving of notice to it by thirty (30) days prior written notice to the other parties hereto as provided herein. Unless otherwise specified in this **Agreement**, notice will be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to this paragraph.

**7. ABIDES BY LAW**

The Seller (SSI) must abide by the conditions of this **Agreement**, the ordinances of **Midwest City**, and all laws and regulations of the State of Oklahoma and the United States of America (“Laws”).

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## 8. LIMITATION

SSI's liability shall be limited to the value of the Purchase Agreement.

The **Agreement** consideration provided herein does not include or limit any remuneration or reimbursement for any loss, expense, or damages, if any, which may be caused by SSI or incurred by the **Midwest City** hereunder or under any insurance or indemnification provision herein.

## 9. ASSIGNMENT

SSI may not assign this **Agreement** to any entity or third party without the written consent of the **Midwest City**.

## 10. COMPLETE AGREEMENT

This is the complete agreement between the **Parties** and no additions, amendments, alterations, or changes in this **Agreement** shall be effective unless reduced to writing and signed by all **Parties** hereto. Additionally, no statements, discussions, or negotiations shall be deemed or interpreted to be included in this **Agreement**, unless specifically and expressly provided herein.

## 11. TIME OF ESSENCE

For the purposes of this **Agreement**, time shall be deemed to be of the essence.

## 12. MULTIPLE ORIGINALS

This **Agreement** may be executed in multiple counterparts, each of which shall be deemed an original.

## 13. ANTI-COLLUSION

SSI agrees that it has not been and shall not be a party to any collusion with any of their officials, trustees, or employees of the **Midwest City** as to the terms or conditions of this **Agreement**, and has not and will not exchange, give or donate money or other things of value for special consideration to any officials, trustees, or employees of the **Midwest City**, either directly or indirectly, in procuring and execution of this **Agreement**.

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## 14. WARRANTY

\_\_\_\_\_ SSI \_\_\_\_\_ warrants that the **Goods** provided under this **Agreement** shall be sold and delivered consistent with generally prevailing professional standards and expertise. \_\_\_\_\_ SSI \_\_\_\_\_ shall maintain during the course of this **Agreement** said standard of care, expertise, skill, diligence and professional competency for any and all **Goods**.

## 15. BREACH AND DEFAULT

A. A breach of any provision of this **Agreement** shall act as a breach of the entire **Agreement** unless said breach is expressly waived in writing by all other parties hereto. Failure to enforce or timely pursue any breach shall not be deemed a waiver of that breach or any subsequent breach. No waiver of any breach by any party hereto of any terms, covenants, or conditions herein contained shall be deemed a waiver of any subsequent breach of the same, similar, or different nature.

B. Further, except as otherwise specifically and expressly provided and any other paragraph hereto, should any party hereto fail to perform, keep or observe any of the terms, covenants, or conditions herein contained, this **Agreement** may be terminated by any party not in default thirty (30) days after receipt of written notice and opportunity to cure, less and except as such lesser time is provided in this **Agreement**. Provided however, any breach by \_\_\_\_\_ SSI \_\_\_\_\_ which interferes with the operations of **Midwest City** must be cured immediately; and **Midwest City** reserves the right to immediately terminate this **Agreement** if \_\_\_\_\_ SSI \_\_\_\_\_ fails to cure any such breach.

C. Should **Midwest City** breach this **Agreement**, \_\_\_\_\_ SSI \_\_\_\_\_ may only recover that proportion of the any **Goods** sold. \_\_\_\_\_ SSI \_\_\_\_\_ may not collect or recover any other or additional damages, losses, or expenses.

## 16. ENVIRONMENTAL

A. \_\_\_\_\_ SSI \_\_\_\_\_ shall not permit any chemical substance or hazardous material to be delivered with the **Goods** purchased by **Midwest City**. \_\_\_\_\_ SSI \_\_\_\_\_ shall notify the **Midwest City** of the presence, even if temporary, of any chemical substance or hazardous material delivered by its officers, representatives, agents, employees, contractors, or invitees, prisoners or hold prisoners.

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B. If SSI breaches the obligations stated in the preceding paragraph, or if the presence of the chemical substance or hazardous material brought to **Midwest City** by SSI or its contractors, employees, agents, that results in contamination of the water supply of **Midwest City**, or if contamination by the chemical substance or hazardous material otherwise occurs for which SSI is legally liable, SSI shall indemnify, defend and hold **Midwest City** and their officers, trustees, representatives, contractors, agents and employees harmless from any and all injuries, deaths, property damage, claims, judgments, damages, penalties, fines, costs, liabilities, losses, diminution in value, damages for the loss or restriction on use, sums paid in settlement of claims, and attorneys', consultants' and expert fees (collectively, "Environmental Claims") which arise during or after any term of this **Agreement** hereof as a result of such contamination.

C. This indemnification of **Midwest City** by SSI also includes, without limitation, costs and expenses incurred in connection with any investigation of site conditions or any clean-up, remedial, removal or restoration work required by **Midwest City** or any federal, state or local government agency or political subdivision because of any chemical substance or hazardous material present in the soil or ground water caused by SSI.

D. Without limiting the foregoing, if the presence of any chemical substance or hazardous material brought to **Midwest City** by SSI, its employees, agents, contractors results in any contamination of the water supply of **Midwest City**, SSI shall promptly take all actions at its sole expense as are necessary to return the water supply of **Midwest City** to the condition existing prior to the introduction of any such chemical substance or hazardous material. The foregoing indemnity shall survive the expiration or earlier termination of this **Agreement**.

E. As used herein, the term "chemical substance" shall mean a substance obtained by a chemical process or used for producing a chemical effect, including but not limited to pesticides, herbicides and fertilizers, and the term "hazardous material" means any hazardous or toxic substance, material or waste, including but not limited to those substances, materials and wastes listed by the Environmental Protection Agency as hazardous substances, or such substances, materials and wastes that are or become regulated under any applicable local, state or federal law.

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**17. INSPECTION**

**Midwest City** shall have the right to inspect any and all **Goods** from SSI pursuant to the terms of this **Agreement** prior to accepting delivery of the **Goods**.

**18. THIRD PARTY BENEFICIARIES**

All parties expressly agree that no third-party beneficiaries, expressly or implicitly, are intended to be or shall be created or acknowledged by this **Agreement**. This **Agreement** is solely for the benefit of the SSI and **Midwest City**, and none of the provisions hereof are intended to benefit any third parties.

**19. VENUE AND CHOICE OF LAW**

All **Parties** hereto expressly agree that the venue of any litigation relating to or involving this **Agreement** and/or the rights, obligations, duties and covenants therein shall be in the appropriate court (state or federal) located in Oklahoma County, Oklahoma. All **Parties** agree that this **Agreement** shall be interpreted and enforced in accordance with Oklahoma law and all rights of the parties shall be determined in accordance with Oklahoma law.

**20. MISCELLANEOUS**

A. **Midwest City** retains the right to contract for the **Goods** listed in this **Agreement** from more than one vendor. This **Agreement** does not create any exclusivity between SSI and **Midwest City** for the purchase of the **Goods**.

B. The execution of this **Agreement** does not guarantee to purchase of any **Goods** by **Midwest City** from SSI.

**21. AMENDMENTS**

Any amendments to this **Agreement** must be in writing, signed and approved by the **Parties**.

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**22. EFFECTIVE DATE**

The Effective Date of this **Agreement** is the date approved by **Midwest City** as the last party hereto.

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**APPROVED** and **SIGNED** by Ian Arndt, a properly authorized representatives to execute this **Agreement** on the dates set forth below.

**Service Provider:** (Name of Provider) Stamford Scientific International, Inc.

By: 

Name: Ian Arndt

Title: Regional Sales Manager - Aeration & Process

Date: March 13, 2023

***[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BANK]***

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**APPROVED** by the Chairman for **Midwest City Municipal Authority** this 28 day of March, 2023.



**THE CITY OF MIDWEST CITY**

Matthew D. Dukes II  
MATTHEW D. DUKES II, CHAIRMAN

Sara Hancock  
SARA HANCOCK, CITY CLERK

**REVIEWED** for form and legality.

Donald D. Maisch  
DONALD D. MAISCH, CITY ATTORNEY