

WILLIS THOMPSON
MAYOR

THOMAS "T.J." MAYFIELD
WARD 1 ALDERMAN



VICKIE BAILEY
WARD 2 ALDERWOMAN

City of Vicksburg

1401 WALNUT STREET | VICKSBURG, MS 39181 | (601)636-3411

October 20, 2025

Board of Mayor and Aldermen
City of Vicksburg
Vicksburg, Mississippi 39181-0150

Gentlemen:

Attached is requisition **2600474**, in the amount of **\$37,169.40** written to **Equipment Control Company, Inc.** for the purchase of one (1) **Eagle E-Series Meter Set** for the Gas Department to be used at U.S. Army Engineer Research and Development Center (**ERDC**).

Funds were allocated and are available.

According to the attached letter this is a source item. The Mississippi Code of 1972, Annotated, Section 31-7-13 (m) (viii) allows sole source purchases. I am submitting this letter for board approval.

I respectfully request that the Board of Mayor and Aldermen of the City of Vicksburg authorize this agreement.

Thank you for your consideration in this matter.

Sincerely,

A handwritten signature in black ink, appearing to read "Tara Brown", is written over a faint, circular watermark of the City of Vicksburg seal.

Tara Brown
Purchasing Director

attachment

Incorporated 1825

City Website: <http://www.vicksburg.org>

Miss Code 1972
Section 31-7-13 (viii)

(viii) SINGLE SOLE SOURCE ITEMS

Noncompetitive items available from one (1) source only. In connection with the purchase of noncompetitive items only available from one (1) source, a certification of the conditions and circumstances requiring the purchase shall be filed by the agency with the Department of Finance and Administration and by the governing authority with the board of the governing authority. Upon receipt of such certification the Department of Finance and Administration or the board of the governing authority may, in writing, authorize the purchase, which authority shall be noted on the minutes of the body at the next regular meeting thereafter. In such situations, a governing authority is not required to obtain the approval of the Department of Finance and Administration. Following the purchase, the executive head of the state agency, or his designees, shall file with the Department of Finance and Administration, documentation of the purchase, including a description of the commodity purchased, the purchase price thereof and the source from whom it was purchased.

Requisition Entry [CITY OF VICKSBURG]Main
Terms/Miscellaneous

Main Information

Dept/Loc *	GAS DISTRIBUTION		Status	Released
712				6
Fiscal year *	2026	Next	Needed by	
		☒ Current ☐ Next	Entered *	10/16/2025 By adthomas
Requisition number *	2600474		PO expiration	
General commodity	UTILITY METERS		Receive by	
General description	UTILITY METERS			

☒ Quantity
 ☐ Amount

Three way match required

Inspection required By

☐ General Notes

Vendor information

Vendor	9597		☐ Committed	Ship to *	722
Name	EQUIPMENT CONTROLS CO.			GAS PLANT	
PO mailing	0			: 801 WASHINGTON STREET	
	4555 BERKLEY LAKE ROAD,SOUTH			CITY OF VICKSBURG	
				VICKSBURG	MS 39180
				Email	
	NORCROSS			Reference	
		GA	30071		

Delivery method Print Fax E-Mail 1 EQUIPMENT CONTROLS CO. Vendor Quotes (0) Vendor/Sourcing Notes

Line	Commodity	Inv item	Inv item loc	Inv tran type	Description	Vendor
1	27515				EAGLE E- SERIES RTU 14X" 12" W/ QUICK RELEASE HASP	(9597) EQUIPMENT CONTROLS CO.
2	27515				TARIFF SURCHARGE EAGLE	(9597) EQUIPMENT CONTROLS CO.
3	27515				PART # 27435 6" SICK 35M UNCORRECTED BATTERY	(9597) EQUIPMENT CONTROLS CO.



**EAGLE RESEARCH[®]
CORPORATION**

1076 State Route 34 | Hurricane, WV 25526
1.877.757.6565 | www.eagleresearchcorp.com

October 14, 2025

City of Vicksburg
801 Washington Street
Vicksburg, MS 39180

Attn. Dane Lovell

Re: Equipment Controls Company (ECCO)

As requested, this letter is to confirm that Equipment Controls Company (ECCO) (Steve Windham) is the exclusive representative & Channel Partner of Eagle Research Corporation for the natural gas utility market in Mississippi. We trust you are continuing to find their service and support offered to be of the highest standard.

We would also like to thank you for your continued support and loyalty to our products and services. Should you ever need anything please feel free to contact me direct at the numbers above or by email.

Sincerely,

John F. Booth
V.P. of Sales and Marketing
Eagle Research Corporation
304.545.3367 Mobile
johnb@eagleresearchcorp.com

EQUIPMENT CONTROLS COMPANY, INC.
4555 S. BERKELEY LAKE ROAD
NORCROSS GA 30071
770-441-6400 Fax 770-448-7312

Quotation

QUOTE DATE	QUOTE NUMBER
10/02/25	S2600156
ORDER TO: EQUIPMENT CONTROLS COMPANY, IN 4555 S. BERKELEY LAKE ROAD NORCROSS GA 30071 770-441-6400 Fax 770-448-7312	PAGE NO. 1

QUOTE TO:
VICKSBURG, CITY OF
805 SOUTH STREET
ATTN: ACCOUNTS PAYABLE
VICKSBURG, MS 39180

SHIP TO:
VICKSBURG, CITY OF
ATTN: ANGELA - WAREHOUSE MANAGER
801 WASHINGTON ST.
VICKSBURG, MS 39180

CUSTOMER NUMBER		CUSTOMER ORDER NUMBER		ORDERED BY	SALESPERSON	
10499		ERDC#2		JOSH BURRIS		
WRITER		SHIP VIA		TERMS	SHIP DATE	FREIGHT ALLOWED
CORY WINDHAM		BW BEST WAY		Net 15 Days	01/25/26	No
ORDER QTY	PART NO	DESCRIPTION			Unit Price	Ext Price
1ea	36190	EAGLE E-SERIES RTU SET UP AS FOLLOWS: - ARCA PC Enclosure 14"x 12" w/ Quick Release Hasps - E3 Processor w/ Pluggable Terminals, USB & Ethernet - (1) 0-100 PSIG Integrated 209 Static Pressure Transducer - External LCD with Magnetic Scroll Switch - 6' Temperature Probe with 1/2" NPTM Thermal Well Adaptor Fitting - M.S. Connector (RS232) & plugged holes - MultiTech Cat 4, 4G Cell Modem w/Interface Board - Internal Comms Kit for MultiTech Application w/ Case Mount MiMO Antenna - 50-Watt Solar Panel w/Installation Kit - ERC High Current Solar Charger with Power Switch - 17 Ahr Battery Backup with Side Mount Tray - 2" Pole Mount Kit - (1) SPM Assembly for E Series, Din Rail Mount 4CH@35V **LEAD TIME 10-12 WEEKS**			5538.030	5538.03
1ea	48022	^TARIFF SURCHARGE - EAGLE			58.150	58.15

*** Continued on Next Page ***

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10499		ERDC#2		JOSH BURRIS			
WRITER		SHIP VIA		TERMS		SHIP DATE	FREIGHT ALLOWED
CORY WINDHAM		BW BEST WAY		Net 15 Days		01/25/26	No
ORDER QTY	PART NO	DESCRIPTION				Unit Price	Ext Price
1ea	27435	1063354 6" SICK 35M UNCORRECTED BATTERY POWERED 17.75" FF, LO FREQ, L TO R **LEAD TIME 1-2 WEEKS**				22121.430	22121.43
1ea	3060	^4090007 SICK FS500 16' A-CABLE W/ M12 PULSE OUTPUT CONNECTOR				257.150	257.15
1ea	3060	^2093697 SICK THERMOWELL				425.720	425.72
1ea	3060	^2087946 SICK FS500 RS485 UPGRADE KIT				778.580	778.58
1ea	3060	^2067396 6" CARTRIDGE SEAL KIT				112.860	112.86
2ea	3060	^SICK 6" 150CL FULL FACE GASKET				32.860	65.72
16ea	3060	^SICK 6" METER BOLTS, 3/4 X 10 X 5" (16 PER METER)				15.720	251.52
1ea	48022	^TARIFF SURCHARGE - SICK				780.240	780.24
1ea	3060	^F6-285F 6" FILTER FAB FILTER 150, WITH ANSI 150 RAISED FACE FLANGES **LEAD TIME 8-10 WEEKS**				6370.000	6370.00

*** Continued on Next Page ***

Quotation

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VICKSBURG, CITY OF
ATTN: ANGELA - WAREHOUSE MANAGER
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WRITER		SHIP VIA		TERMS		SHIP DATE	
CORY WINDHAM		BW BEST WAY		Net 15 Days		01/25/26	
FREIGHT ALLOWED						No	
ORDER QTY	PART NO	DESCRIPTION				Unit Price	Ext Price
1ea	3060	^FILTERFAB #2035K5 FILTER ELEMENT				410.000	410.00
TAXES NOT INCLUDED							
This is a Quotation. Price are firm for 30 days, subject to change without notice after 30 days. Applicable taxes extra.						Subtotal	37169.40
						S&H CHGS	0.00
						Amount Due	37169.40

QUOTATION TERMS AND CONDITIONS

The following terms and conditions are included in each and every sales quotation ("Quotation") issued by Equipment Controls Company, a Georgia corporation ("ECCO") to a prospective purchaser ("Customer").

1. ACCEPTANCE OF PURCHASE ORDERS. Sales of any goods or any related services (collectively, "Products") referenced in Customer's written purchase order to ECCO ("Purchase Order") is expressly conditioned upon the terms and conditions set forth herein. Other than as specifically provided in a separate written agreement between ECCO and Customer, any additional or different terms specified or referenced in Customer's Purchase Order are hereby excluded and shall not be deemed effective or binding unless expressly agreed to in writing by an authorized representative of ECCO. ECCO's Quotation and these terms and conditions represent the entire agreement between the Customer and ECCO pertaining to the subject matter of the purchase and sale of Products and shall supersede all prior oral and written agreements, proposals, communications, and documents. No Purchase Order issued by Customer shall be deemed accepted unless or until ECCO issues a written acknowledgement. Any amendment, change order, revision, or termination to an already-accepted Purchase Order shall be subject to acceptance by an authorized representative of ECCO.

2. PRICES, TAXES. The price set forth in ECCO's Quotation ("Price") are in United States Dollars. Nothing set forth in Customer's Purchase Order shall modify or amend the quoted Prices, quantities, and/or the scope of Products offered, unless such modification or addition is agreed to in writing by ECCO prior to issuance of Customer's Purchase Order. For Products ordered which are not to be shipped within 30 days of the Quotation, the Price is subject to increase to the extent the manufacturer of such Products imposes a price increase on ECCO. In such event, ECCO shall notify Customer of the Price increase and Customer shall have the right to withdraw its order. Freight and any special shipping and handling charges are not included in the Price and shall be an additional Customer expense unless otherwise specifically provided for in the Quotation. The Price is exclusive of any taxes (including, without limitation, sales, use, value added, goods and services, business, property (real or personal, tangible or intangible), license, documentation, registration, import, export, excise, franchise, stamp, or other tax), custom fees or tolls, levy, impost, withholding, fee, tariff, duty or other charge of any nature imposed by any governmental authority or other tax authority in any jurisdiction, and any and all fines, penalties, additions to tax, interest and other charges relating thereto (collectively, "Taxes"). All Taxes shall be paid by Customer in addition to the Price. Customer shall deliver any certifications and other documents required to demonstrate eligibility and to benefit from any exemption or other relief from any Taxes and shall be responsible for payment for any applicable Taxes unless exemption certificates are provided prior to shipment.

3. PACKAGING, SHIPPING. ECCO shall pack all Products in accordance with its standard commercial practices. If Customer has any special shipping or handling requirements, Customer shall notify ECCO in a timely manner regarding any such special requirements, and Customer shall be responsible for any associated increases in cost to pack and ship the Products.

4. DELIVERY, TITLE, AND RISK OF LOSS. ECCO's quoted delivery schedule represents its best estimate and is based on current schedules, inventory and workload. ECCO shall have no liability for delay or any damages or losses sustained by Customer as a result of such estimate not being met. Partial deliveries shall be permitted. Unless otherwise provided in the Quotation or agreed to by ECCO in writing, delivery shall be deemed to have occurred FOB Destination at the ship to address set forth in Quotation with freight charges separately charged to Customer and not included in the Price. Title and liability for loss or damage to the Products shall transfer from ECCO to Customer upon delivery of the Products to the ship to destination, provided however, for any shipments for which freight is billed to a Customer collect account or other shipper designated by Customer, such shipment shall be FOB ECCO's shipment location and risk of loss shall pass to Customer upon delivery to such shipper. Customer shall immediately inspect each shipment and notify ECCO of any nonconformity of such shipment.

5. PAYMENT. Customer shall pay for all Products delivered or date services performed within 15 days from the date of ECCO's invoice unless other payment terms have been specifically agreed to by ECCO. ECCO reserves the right to assess interest on any payments not received within 30 days of the date due until receipt of payment in full at the lesser of (a) one and one-half percent per month, or (b) the maximum rate permitted by law, and to charge Customer for any collection or litigation expenses, including reasonable attorney's fees incurred by ECCO in the collection of late payment. In addition to any remedies under law, ECCO may at its sole discretion suspend future deliveries or services until all delinquent payments due are received. ECCO may require an advance payment or milestone payments prior to shipment. All payments hereunder shall be paid without any deductions, set-off, or counter-claims including for any Taxes or freight.

6. FORCE MAJEURE AND EXCUSABLE DELAY. ECCO shall not be liable for any damages of any kind for delayed or non-performance if such delayed or non-performance is due directly or indirectly to: (a) Customer, including omissions or failure to act on the part of Customer or its agents or employees; (b) An Event of Force Majeure, defined herein as including acts of God, acts of public enemies, fires, floods or unusually severe weather conditions, strikes, lockouts, disputes with workmen or other hostilities, embargoes, wars, riots or civil disturbances, epidemics or quarantine restrictions, delays or shortages of transportation, governmental action including the government's denial or failure to grant an export license or other needed government authorization; (c) Causes beyond ECCO's reasonable control, including severe accidents at ECCO's warehouse, unforeseen production or engineering delays or inability of ECCO or its vendor to secure adequate materials, manufacturing facilities or labor, or any other acts and causes not within the control of ECCO, which by the exercise of due diligence and reasonable effort, ECCO would not have been able to foresee, avoid or overcome. ECCO shall notify Customer of any delayed or non-performance due to an excusable delay or Event of Force Majeure as soon as practicable. If either such event should occur, ECCO's period of performance shall be extended for a period of time equal to the duration of either such event. If the excusable delay or Event of Force Majeure extends more than six months, ECCO and Customer may mutually agree to terminate Customer's Purchase Order or any portion thereof impacted by the excusable delay or Event of Force Majeure, and Customer shall promptly pay ECCO for any delivered Products or services performed, any works in process, any termination costs, including vendor settlement expenses, and a reasonable profit on the terminated order or portion thereof that ECCO and Customer agreed to terminate.

7. NO WARRANTY OTHER THAN MANUFACTURERS WARRANTY. CUSTOMER ACKNOWLEDGES THAT ECCO IS A DISTRIBUTOR ONLY AND THAT THE PRODUCTS ARE MANUFACTURED BY OTHERS AND THAT ECCO PROVIDES NO WARRANTY WHATSOEVER FOR THE PRODUCTS OTHER THAN A WARRANTY OF TITLE. EACH MANUFACTURER OF THE PRODUCTS PROVIDES ITS OWN LIMITED WARRANTY FOR THE PRODUCTS IT PRODUCES AND CUSTOMER SHALL BE ENTITLED TO THE BENEFITS AFFORDED BY SUCH MANUFACTURER WARRANTIES. ECCO MAKES NO WARRANTIES, EXPRESS OR IMPLIED (INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE AND/OR PURPOSE) WITH RESPECT TO THE PRODUCTS.

8. PROPRIETARY INFORMATION. For the term of Customer's Purchase Order, ECCO and Customer, to the extent of their right to do so, may exchange proprietary and/or confidential information not generally known to the public ("Proprietary Information"), only to the extent and as reasonably required to perform its obligation hereunder. Any document marked Confidential or Proprietary and all copies made of any such document shall be returned by the receiving party ("Recipient") of Proprietary Information to the disclosing party ("Owner") upon completion of the purpose for which they were provided, or destroyed by Recipient at Owner's direction. Neither ECCO nor Customer shall be liable for any disclosure if the data: (a) is generally available to the public (or becomes so) without breach of by Recipient; (b) was available to Recipient on a non-confidential basis from a source that had the right to disclose such information; (c) was rightfully in the possession of Recipient prior to receipt from Owner; or (d) was independently developed without use of Owner's Confidential Information. No license to a party, under any trademark, patent, copyright, mask protection right or any other intellectual property right, is either granted or implied by the disclosure of Proprietary Information to such party. No use of any ECCO trademark, service mark, trade name, design, logo or other trade dress may be made without the prior written consent of ECCO. Any ECCO mark or logo existing on the Product must not be altered or modified in any manner, combined with other elements, or rearranged without the prior written consent of ECCO. None of the Proprietary Information which may be disclosed or exchanged by Owner shall constitute any representation, warranty, assurance, guarantee or inducement to Recipient of any kind and, in particular, regarding the

non-infringement of trademarks, patents, copyrights or any intellectual property rights, or other rights of third persons other than the rights expressly granted herein. Customer agrees that it will not attempt, nor will it direct or employ others to attempt, to reverse engineer the Product, subassemblies and/or software that is sold by ECCO. The ownership in all Proprietary Information disclosed by an Owner to the Recipient pursuant to Customer's Purchase Order shall remain with Owner unless otherwise agreed in writing by ECCO and Customer. The confidentiality obligations herein shall survive for a period of five years after expiration of Customer's Purchase Order.

9. INTELLECTUAL PROPERTY RIGHTS. ECCO grants to Customer a nonexclusive, nontransferable, revocable license to use a copy of any software program embedded in any Product, in object code only, for use as part of the Product (License). Notwithstanding the foregoing, this License is subject to the following prohibitions: (a) Customer shall not attempt to decompile, reverse engineer, or disassemble the object code, or in any other way convert the object code into a human-readable form; (b) Customer shall not manufacture, sell, deliver or in any way provide any products containing the object code; (c) Customer shall not use the object code to create derivative or competing products of any kind; or (d) Customer shall not transfer the object code to a third party for any reason without prior written consent of ECCO, which may be withheld at ECCO's sole discretion, and only then subject to Customer executing a sub-license agreement with the same terms and conditions herein and providing ECCO the sub-license agreement executed by the transferee. Any transfer must be in full compliance with U.S. Export Laws and may require additional export licenses or other authorizations to be obtained by Customer and/or ECCO. Other than the License, ECCO is not granting any other rights to its or any Product manufacturer's intellectual property, patents, trademarks, software, or proprietary data, other than the right of Customer to use the Product for its intended purposes. ECCO's vendors and the Product manufacturers are direct and intended beneficiaries of this License and may enforce it directly against Customer.

10. ORDER CANCELLATION. Customer shall be responsible for and shall promptly pay ECCO for any re-stocking fees or other charges imposed upon ECCO for any cancelled order.

11. GOVERNING LAW; ATTORNEYS FEES. The Quotation, which includes these terms and conditions, the contract resulting from Customer's Purchase Order, and (a) any action related thereto shall be governed, controlled, interpreted and defined by and under the laws of the State of Georgia, USA, without regard to its conflict of laws provisions; and (b) personal jurisdiction and venue for any dispute thereunder shall be in the state and federal courts serving Gwinnett County, Georgia. In any litigation in connection with Customer's Purchase Order, the prevailing party shall be entitled to recover its expenses of litigation and reasonable attorneys fees from the non-prevailing party.

12. LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, AND REGARDLESS OF THE NUMBER OF CLAIMS OR THE FORM OR CAUSE OF ACTION, WHETHER IN CONTRACT, EQUITY, STATUTE, TORT, NEGLIGENCE (ACTIVE OR PASSIVE) OR OTHERWISE, ECCO SHALL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES OF ANY KIND, AND SHALL NOT BE LIABLE TO CUSTOMER FOR LOSSES OF USE, DATA, PROFIT, REVENUE, INCOME, BUSINESS, ANTICIPATED SAVINGS, REPUTATION, AND MORE GENERALLY, ANY LOSSES OF AN ECONOMIC OR FINANCIAL NATURE, REGARDLESS OF WHETHER SUCH LOSSES MAY BE DEEMED AS CONSEQUENTIAL OR ARISING DIRECTLY AND NATURALLY FROM THE INCIDENT GIVING RISE TO THE CLAIM, AND REGARDLESS OF WHETHER SUCH LOSSES ARE FORESEEABLE OR WHETHER A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES. EXCLUDING GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, ECCO'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH A CUSTOMER'S PURCHASE ORDER SHALL IN NO EVENT EXCEED ACTUAL, DIRECT, AND PROVEN DAMAGES OF THE PRICE OF THE PRODUCT DIRECTLY PURCHASED BY CUSTOMER UNDER THE ORDER GIVING RISE TO THE CLAIM. THIS LIMITATION OF LIABILITY SHALL APPLY NOTWITHSTANDING ANY FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED OR EXCLUSIVE REMEDY. TO THE EXTENT THESE TERMS AND CONDITIONS CONTAIN ANY SPECIFIC REMEDIES PROVIDED BY ECCO TO CUSTOMER, REGARDLESS OF FORM, SUCH REMEDIES SHALL BE PROVIDED BY ECCO ON A SOLE AND EXCLUSIVE BASIS AND IN LIEU OF ANY OTHER REMEDIES, DAMAGES, OR LOSSES.

13. MODIFICATION. Any modification of these Terms and Conditions shall be valid only if it is in writing and signed by the authorized representatives of both ECCO and Customer.

14. ASSIGNMENT. Customer may not assign or delegate a Customer Purchase Order or any of its rights, duties or obligations thereunder to any other party without the prior written consent of the other party. Any attempt by either party to assign or delegate any of its rights, duties or obligations regarding a Customer Purchase Order without such consent shall be void and of no effect.

15. NO THIRD PARTY BENEFICIARIES. Except as expressly provided herein, the rights hereunder are for the sole and exclusive benefit of ECCO and Customer and their respective successors and permitted assignees, and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever.

16. WAIVER. If either ECCO or Customer, at its option, agrees to waive any of these Terms and Conditions, then such waiver shall not for any purpose be construed as a waiver of any succeeding breach of the same or of any other of these Terms and Conditions; nor shall such a waiver be deemed as a course of conduct.

17. SEVERABILITY. If any of these Terms and Conditions are at any time held to be invalid or unenforceable, then such term or condition shall be construed as severable and shall not in any way render invalid or unenforceable the remainder of these Terms and Conditions, which shall remain in full force and effect.