

# SOUTH ALABAMA PURCHASING ASSOCIATION

*An affiliate of South Alabama Regional Planning Commission*



## INVITATION TO BID

**Bid Number: 240314**

INVITATION TO BID DATE: Thursday, March 14, 2024

BID TITLE: Bottled Water.

PLACE OF BID OPENING: South Alabama Regional Planning Commission, 110 Beauregard St.,  
Mobile, Alabama 36633.

BIDS MUST BE RECEIVED BEFORE: 11:00 am, March 14, 2024 (Central)

BIDS WILL BE PUBLICLY OPENED: 11:00 am, March 14, 2024 (Central)

Sealed bids will be received by the South Alabama Purchasing Association. SAPA Coordinator will open bids at the designated time and date at which time and date at which time they will be opened as soon as thereafter as practicable.

NOTE: For this bid to be considered responsive, all information in this section should be supplied, as appropriate, or the entire bid may be disqualified. Bid response must be in ink or typed with original signature. No errors will be corrected after bids are opened. No prices shall include State or Federal Exercise Taxes; tax exemption certificates furnished upon request. The South Alabama Purchasing Association, herein known as SAPA, reserves the right to accept or reject all bids or any portion thereof.

### ALL BIDS MUST BE RETURNED AS FOLLOWS:

All bidders must use the bid form provided in the bid documents and show on the envelope "SEALED BID," the bid title, the bidder's name, and the opening date and time. Each bid must be in a separate sealed envelope.

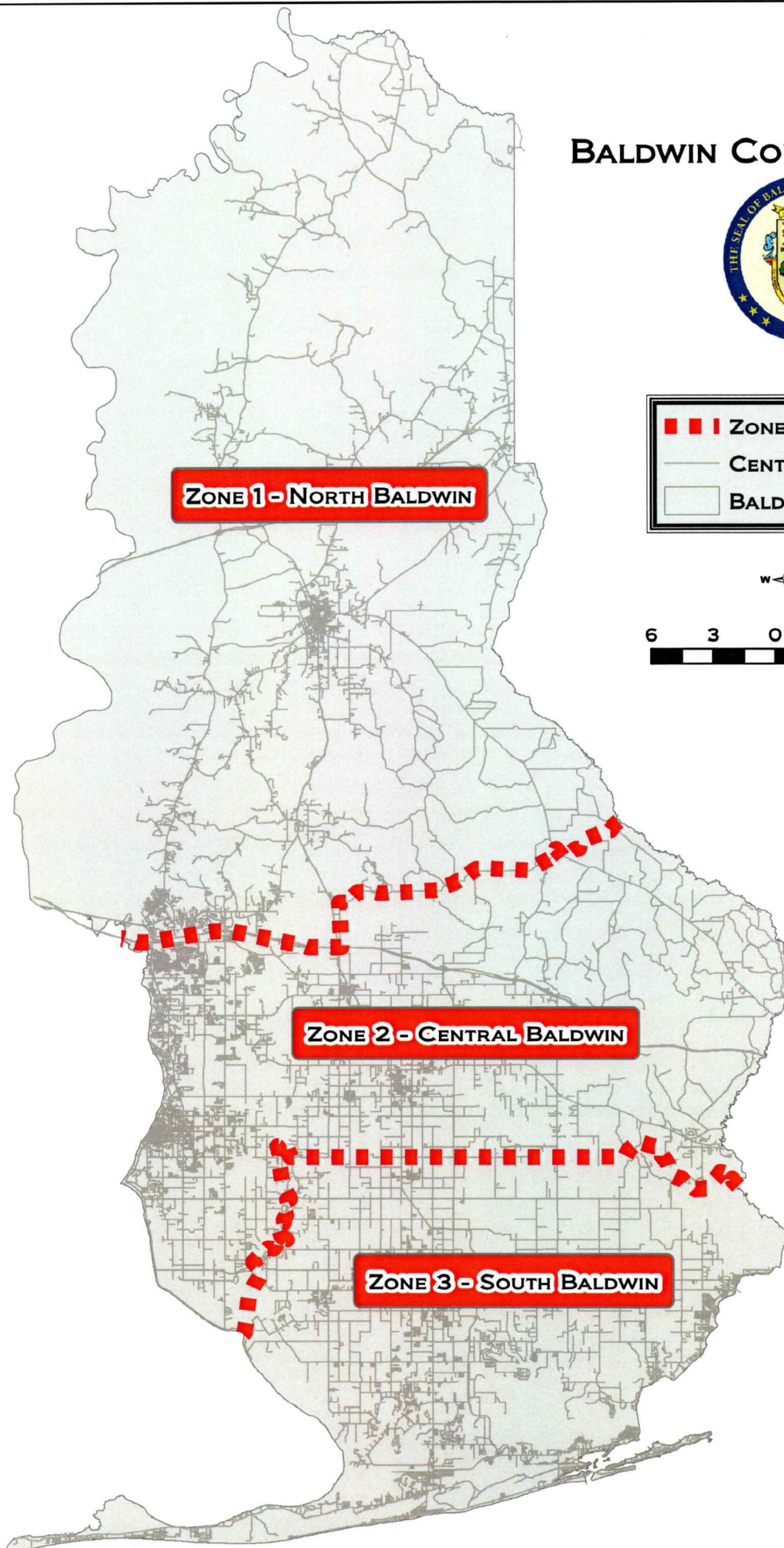
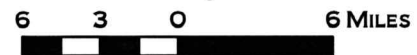
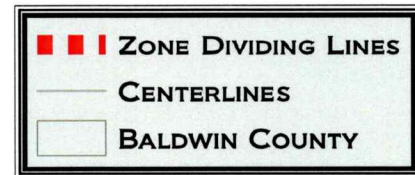
U.S. Postal Service  
Wayne Smith, SAPA Coordinator  
South Alabama Regional  
Planning Commission  
PO Box 1665  
Mobile, AL 366633

Courier (UPS, FedEx, etc.)  
Wayne Smith, SAPA Coordinator  
South Alabama Regional Planning Commission  
110 Beauregard Street  
Mobile, AL 36633

## BID FORM - BOTTLED WATER

| Item | Description   | Bottle Size / Fluid Ounces per Bottle - Case Quantity               |
|------|---------------|---|
| A    | Bottled Water | Bottle Size: Fluid Ounces per Bottle: _____ Bottles per Case: _____ |
| B    | Bottled Water | Bottle Size: Fluid Ounces per Bottle: _____ Bottles per Case: _____ |

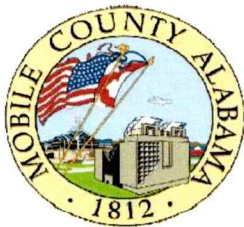
# BALDWIN COUNTY, ALABAMA



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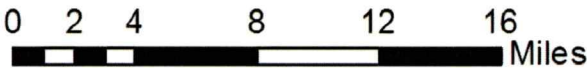
MOBILE COUNTY, ALABAMA



Zone 1-North Mobile

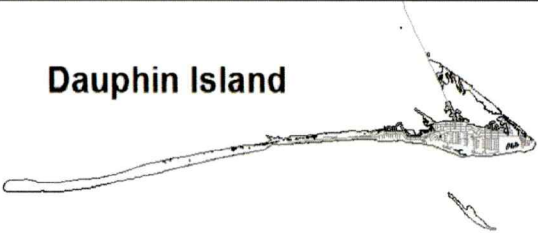
- Zone Dividing Lines
- Roads
- Mobile County

Zone 2-Central Mobile



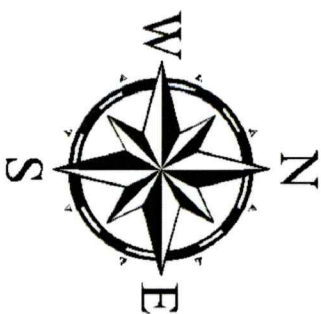
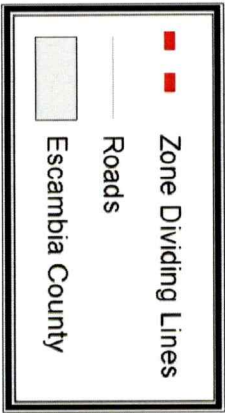
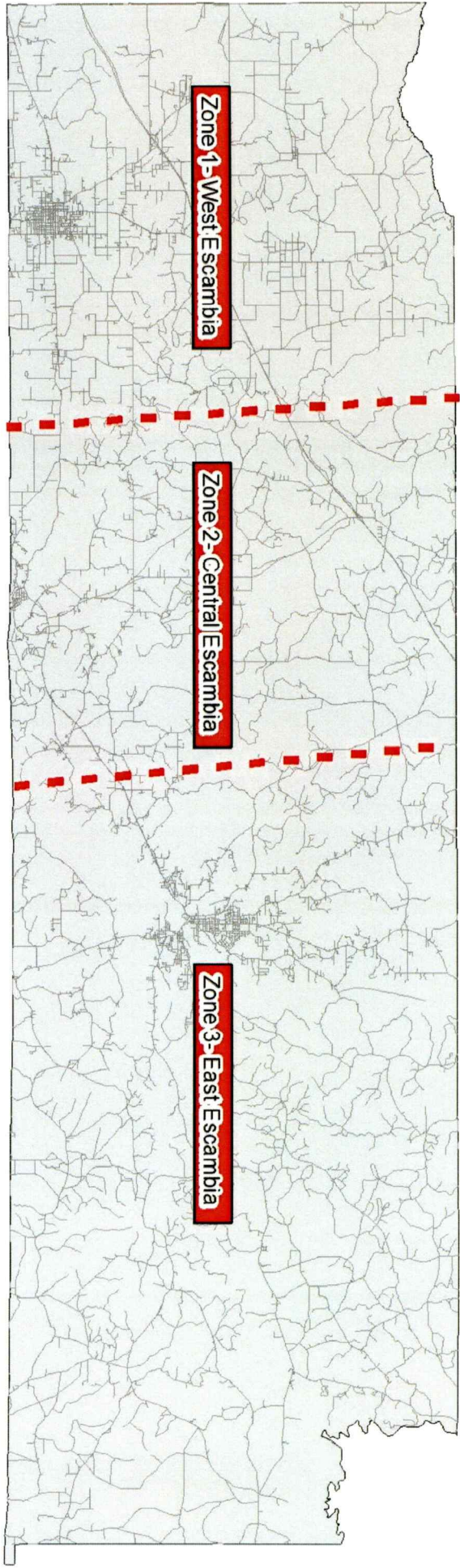
Zone 3-South Mobile

Dauphin Island





**ESCAMBIA COUNTY, ALABAMA**



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**(Reference Maps for Zones on previous pages)**

## **BALDWIN COUNTY**

### **Zone - 1**

| Item | Description  | Price Per Bottle |
|------|--------------|------------------|
| A    | Water Bottle | \$ _____         |
| B    | Water Bottle | \$ _____         |

### **Zone - 2**

| Item | Description  | Price Per Bottle |
|------|--------------|------------------|
| A    | Water Bottle | \$ _____         |
| B    | Water Bottle | \$ _____         |

### **Zone - 3**

| Item | Description  | Price Per Bottle |
|------|--------------|------------------|
| A    | Water Bottle | \$ _____         |
| B    | Water Bottle | \$ _____         |

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## **MOBILE COUNTY**

### **Zone - 1**

| Item | Description  | Price Per Bottle |
|------|--------------|------------------|
| A    | Water Bottle | \$ _____         |
| B    | Water Bottle | \$ _____         |

### **Zone - 2**

| Item | Description  | Price Per Bottle |
|------|--------------|------------------|
| A    | Water Bottle | \$ _____         |
| B    | Water Bottle | \$ _____         |

### **Zone - 3**

| Item | Description  | Price Per Bottle |
|------|--------------|------------------|
| A    | Water Bottle | \$ _____         |
| B    | Water Bottle | \$ _____         |



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## ESCAMBIA COUNTY, AL

### Zone - 1

| Item | Description  | Price Per Bottle |
|------|--------------|------------------|
| A    | Water Bottle | \$ _____         |
| B    | Water Bottle | \$ _____         |

### Zone - 2

| Item | Description  | Price Per Bottle |
|------|--------------|------------------|
| A    | Water Bottle | \$ _____         |
| B    | Water Bottle | \$ _____         |

### Zone - 3

| Item | Description  | Price Per Bottle |
|------|--------------|------------------|
| A    | Water Bottle | \$ _____         |
| B    | Water Bottle | \$ _____         |

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Addendum No. \_\_\_\_\_

Dated: \_\_\_\_\_

Note: If no addenda have been received, write in "none."

|   |                        |
|---|------------------------|
| Company Name                                    | Company Representative |
| Street Address                                  | Title                  |
| City, State, Zip                                | Phone                  |
| Federal Employer ID No. (if no FEIN, enter SSN) | Email                  |

I/we agree to furnish at the prices shown and guarantee that each offered will meet or exceed all specifications, terms and conditions, and requirements listed. This is the total price and includes all delivery or freight charges to SAPA member. Any attachment hereto is made and becomes a part of this inquiry and must be signed by the bidder. I herein affirm that I have not been in any agreement or collusion among bidders in restraint of competition to bid at a fixed price or to refrain from bidding otherwise. By signing this contract, the company represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

|                         |                           |                            |
|-------------------------|---------------------------|----------------------------|
| SWORN TO AND SUBSCRIBED | _____                     | _____                      |
| BEFORE ME THIS DAY OF   | Company Name              | Authorized Signature (INK) |
| _____, 20_____.         | _____                     | _____                      |
|                         | Mail Address              | Typed Authorized Name      |
| _____                   | _____                     | _____                      |
| Notary Public           | City, State, Zip          | Title                      |
| _____                   | _____                     | _____                      |
| Commission Expires      | Phone Including Area Code | Fax Number                 |



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## BID SPECIFICATIONS

### A. Scope of Work

The successful bidder shall provide chlorine to the SAPA member.

### B. Bid Term

This will be a one year contract beginning on \_\_\_\_\_, with the option to renew for two (2) additional one-year terms.

### C. Pricing

Unit prices offered shall include the cost of all shipping and handling charges and any other applicable miscellaneous fees. The SAPA member is tax exempt. Prices offered shall be firm against any increase for a period of one year beginning \_\_\_\_\_, 2024, through \_\_\_\_\_, 2025. Prior to the commencement of subsequent renewal periods, it shall be the successful bidder's responsibility to send written notification thirty (30) days in advance of any requested price changes. SAPA Members reserve the right to grant or deny the request for a price increase.

### D. Delivery

Delivery terms shall be FOB destination, freight prepaid and allowed. Delivery will be designated by the SAPA member at the time the order is placed.

### E. Availability

All materials shall be available within 48 hours or two (2) working days of receipt of purchase order from the SAPA member.

### F. Award

It is preferable for SAPA to award the bid to a single bidder based on lowest bid total, but the SAPA member reserves the right to split the award among multiple bidders based on lowest unit pricing if it is determined to be in the best interest of SAPA and its members.

### G. Business License Requirements

The successful bidder will be required to obtain a Business License to operate within the corporate limits of the bidder.

### H. Insurance Requirements

#### **Worker's Compensation Insurance**

The successful bidder shall obtain and maintain statutory Worker's Compensation Insurance and Employer's Liability Coverage covering all workers involved in the Scope of Work with minimum limits of \$500,000 each accident, \$500,000 disease limits, and \$500,000 each employee.

#### **Comprehensive General Liability Insurance**

The successful bidder shall carry public and property damage insurance which shall include bodily injury and accidental death to any person and subject at the minimum limits set forth below:

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|                  |                        |                            |
|------------------|------------------------|----------------------------|
| Public Liability | \$1,000,000 per person | \$2,000,000 per occurrence |
| Property Damage  | \$1,000,000 per person | \$2,000,000 aggregate      |

## **Comprehensive Automobile Liability Insurance**

The successful bidder shall maintain Comprehensive Automobile Liability Insurance Coverage in the amounts not less than the minimum limits set forth below:

|                                |                          |
|--------------------------------|--------------------------|
| Bodily Injury, including Death | \$1,000,000 per person   |
| Property Damage                | \$1,000,000 per accident |

## **Owner's Protective Insurance**

The successful bidder shall obtain and maintain an Owner's Protective Insurance Policy with SAPA and the SAPA member named as Additionally Insured with liability limits not less than the minimum limits set forth below:

|                                |                            |                            |
|--------------------------------|----------------------------|----------------------------|
| Bodily Injury, including Death | \$1,000,000 per person     | \$2,000,000 per occurrence |
| Property Damage                | \$1,000,000 per occurrence | \$2,000,000 aggregate      |

## **Evidence of Coverages**

The successful bidder shall provide to the SAPA and the SAPA member evidence of insurance in the form of a duly executed Certificate of Insurance, evidencing the above insurance, with all carriers approved to do business in the State of Alabama.

Original to: South Alabama Purchasing Association  
Attn: Wayne Smith, SAPA Coordinator  
P.O. Box 1665  
Mobile, AL 36633  
Email: [waynesmith@sarpc.org](mailto:waynesmith@sarpc.org)

## **I. Indemnification**

The successful bidder shall indemnify, defend, and hold harmless SAPA and its members and SARPC Officers, agents, and employees against all claims, demands, damages, and expense (including reasonable attorneys' fees for the defense thereof) for loss of life or injury or damage to person(s) or property arising from a negligent act or omission, operation, or work of the vendor, its agents, or employees while engaged upon or in connection with the services performed by the successful bidder hereunder.

## **GENERAL INSTRUCTIONS FOR BIDDERS**

### **1.0 INTRODUCTION**

All bidders will be bound to the general conditions and requirements set forth in these general instructions and such instructions shall form an integral part of each purchase contract awarded by SAPA. Applicability of general conditions as stated below shall be determined by SAPA and its members. All bids must be submitted on and in accordance with the instructions provided by SAPA.

### **2.0 BID DOCUMENTS**

Bid Documents are to be emailed to the proposed bidder.



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## **3.0 INTERPRETATIONS AND ADDENDA**

- 3.1 Should a bidder find discrepancies, ambiguities, or omissions in the Specifications, or should he/she be in doubt as to their meaning, he/she shall immediately notify the SAPA Coordinator, Wayne Smith via email: [waynesmith@sarpc.org](mailto:waynesmith@sarpc.org).
- 3.2 The SAPA Coordinator will issue Addenda to clarify discrepancies, ambiguities, or omissions in the Specifications.
- 3.3 Addenda shall become part of the bid and all bidders must acknowledge receipt of Addenda on their Bid Form or their bid will be rejected. Bidders shall be bound by all Addenda.
- 3.4 SAPA or its members are not responsible for any oral instructions.

## **4.0 PREPARATION OF BID**

- 4.1 The bid must be submitted on the Bid Form furnished. All information required by the Bid Documents must be given to constitute a complete bid.
- 4.2 The Bidder must print, in figures, without interlineations, alterations, or erasures, a Unit Price. All prices submitted must be "per unit" as specified.
- 4.3 Prices and all information must be legible. Illegible or vague bids may be rejected.
- 4.4 All signatures must be written. Facsimile, printed, or typewritten signatures are not acceptable.
- 4.5 Under penalty of perjury, the Bidder certifies by signature on the Bid Form that:
  - The bid has been arrived at by the Bidder independently and has been submitted without collusion with any other vendor of materials, supplies, equipment, or services for the type described in the Invitation to Bid; and
  - The contents of the bid have not been communicated by the Bidder; nor to his/her best knowledge and belief by any of his/her employees or agents to any person not an employee or agent of the Bidder or its surety on any bond furnished herewith prior to the official opening of the bid.

## **5.0 DELIVERY AND SUBMISSION OF BID**

- 5.1 Bid envelopes must be clearly marked "SEALED BID," the Bidder's name, the title of the bid, and the opening date and time.
- 5.2 All bids received after the time stated in the Invitation to Bid will not be considered and will be returned unopened to the Bidder. The Bidder assumes risk of delay in the mail. Whether sent by mail or by means of personal delivery, the bidder assumes responsibility for having bids deposited on time at the place specified.
- 5.3 The submission of a bid will be construed to mean that the Bidder is fully informed as to the extent and character of the supplies, materials, or equipment required, and as a representation that the bidder can furnish the supplies, materials, or equipment satisfactorily in complete compliance with the specifications.

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## **6.0 MODIFICATIONS AND WITHDRAWALS OF BIDS**

- 6.1 No alteration, erasure, or addition is to be made in the typewritten or printed matter. Deviations from the specifications must be set forth in the space provided in bid or by attached sheets for this purpose.
- 6.2 Bids may not be modified after submittal.
- 6.3 Bidder may withdraw his/her bid, either personally or by written request, at any time prior to the scheduled bid opening time.
- 6.4 No bidder may withdraw his/her bid for a period of thirty (30) days after the bid opening.

## **7.0 RIGHT TO REJECT BID**

Bids may be rejected if they contain any omissions, alterations of form, additions not called for, conditional bids, alternate bids unless requested by SAPA or the SAPA Member, incomplete bids, erasures, or irregularities of any kind. Bids in which the Unit or Lump Sum prices are obviously unbalanced may be rejected. SAPA reserves the right to reject any and all bids for any reason and to waive any informality or irregularity in the bids received.

## **8.0 BASIS OF AWARD**

All purchases which are based on competitive Invitations to Bids are awarded to the lowest, responsive bidder subject to SAPA's right to reject any or all bids and to waive informality and irregularity in bids and bidding. In addition to price, consideration will be given to the following items when determining the lowest, responsive bidder:

- The best interests of SAPA and its Members;
- The quality and performance of the goods or services to be supplied;
- Conformity to specifications;
- Delivery time; and
- Other unique requirements outlined in the bid request.

## **9.0 CONTRACT**

- 9.1 The Bid Form shall constitute a contract with the successful bidder and bind the successful bidder to furnish and deliver at the prices and in accordance with the conditions of the bid.
- 9.2 By emailing the notice of award or purchase order to a successful bidder, to the address given in the bid, will be considered sufficient notice of acceptance of bid.
- 9.3 If the successful bidder fails to deliver within the time specified or within reasonable times as interpreted by SAPA, or fails to make replacement of rejected articles when so requested immediately or as directed by SAPA, may purchase from other sources to take the place of the item rejected or not delivered. SAPA reserves the right to authorize immediate purchase from other sources against rejections on any contract when necessary.
- 9.4 A contract may be canceled for non-performance.



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- 9.5 No items are to be shipped or delivered until receipt of an official purchase order from the SAPA Member is received.
- 9.6 It is mutually understood and agreed that the successful bidder shall not assign, transfer, convey, sublet, or otherwise dispose of the contract of bidders right, title or interest therein, or bidders power to execute such contract to any other person, company, or corporation without the previous written consent of SAPA and its Members.

## **10.0 GUARANTEES BY THE SUCCESSFUL BIDDER**

The successful bidder guarantees:

- Products against defective material or workmanship and to repair or replace any damages or marring in transit;
- To furnish adequate protection from damage for all work and to repair damages of any kind for which the bidder or bidder's workers are responsible to the building, grounds, or equipment;
- To carry adequate insurance to protect SAPA and its Members from loss of property and/or life in cases of accident, fire, or theft;
- That all deliveries will be equal to bid samples.

## **11.0 PAYMENT**

The Bidder may submit an Application for Payment for provided materials in accordance with the accepted Unit Prices. Payment shall be made to the Bidder within thirty (30) days of receipt and approval of Application for Payment.

## **REQUIREMENTS FOR CONTRACTS AND PURCHASES**

Effective January 1, 2012 under the "Beason-Hammon Alabama Taxpayer and Citizen Protection Act," Act No. 2011-535, Alabama Code (1975) Section 31-13-1, Et Seq., before entering into a contract with SAPA to:

1. Perform a service;
2. Perform work;
3. Provide a product;
4. Accept a grant; and/or
5. Accept an initiative

The State of Alabama requires the business entity to sign a notarized affidavit agreeing:

1. Not to knowingly employ, hire for employment, or continue to employ, any unauthorized aliens in the State of Alabama;
2. To enroll in the E-Verify Program, to verify the immigration status of every employee required to be re-verified through that system and to provide documentation of its enrollment; and

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3. To require its subcontractors to comply with the above requirements.

Before any contract can be let, purchase can be made, or payment can be issued by SAPA after January 1, 2012, the Affidavit on the reverse side of this document must be completed, notarized, and returned to our offices.

Note: Proof of enrollment in the E-Verify Program must accompany the Affidavit, unless you do not have or hire any employees.

Questions about this process may be directed to Wayne Smith, SAPA Coordinator at [waynesmith@sarpc.org](mailto:waynesmith@sarpc.org).

## **COMPLETED AFFIDAVIT MUST BE RETURNED IN SEALED BID.**

### **CERTIFICATION REGARDING LOBBYING**

#### **Certification for Contracts, Grants, Loans, and Cooperation Agreements**

The undersigned certificate, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence any officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or notification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL. "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of the certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than @ \$100,000 for each such failure.

#### **Statement for Loan Guarantee and Loan Insurance**

The undersigned states, to the best of his or her knowledge and belief, that:



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If any funds have been paid or will be paid in any person for influencing or attempting to influences an officer or employee of any agency, a Member or Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned staff complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

APPLICANT'S ORGANIZATION:

PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

Prefix: \_\_\_\_\_ First Name: \_\_\_\_\_ Middle Name: \_\_\_\_\_  
Last Name: \_\_\_\_\_ Suffix: \_\_\_\_\_  
Title: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

## AFFIDAVIT OF CONTRACTOR OR DIRECT VENDOR

State of \_\_\_\_\_

County of \_\_\_\_\_

Before me, a notary public, personally appeared \_\_\_\_\_ (print name) who, being duly sworn, says as follows:

As a condition for the award of any contract, grant, or incentive by SAPA, I hereby attest that in my capacity as \_\_\_\_\_ (state position) for \_\_\_\_\_ (state business entity/employer/contractor name) that said business entity/employer/contractor shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama.

I further attest that said business entity/employer/contractor is enrolled in the E-Verify program.

**(Attach documentation establishing that business entity/employer/contractor is enrolled in the E-Verify Program.)**

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\_\_\_\_\_  
Signature of Affiant

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

I certify that the affiant is known (or made known) to me to be the identical party he or she claims to be.

\_\_\_\_\_  
Signature and Seal of Notary Public

My Commission Expires: \_\_\_\_\_



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**This contract will be available to all current SAPA members and any new members upon approval by SAPA Chairman.**

## **Members:**

|  |                                       |
|--|---------------------------------------|
| Baldwin County Commission                      | Wanda Gautney (SAPA Vice-Chairperson) |
| Mobile County Commission                       | Susan Holland                         |
| City of Daphne                                 | Suzanne Henson                        |
| City of Foley                                  | Rachel Keith                          |
| City of Orange Beach                           | Renee Eberly (SAPA Chairperson)       |
| City of Gulf Shores                            | Shelby DeBlieux                       |
| City of Robertsdale                            | Rustee Karolyi                        |
| Daphne Utilities                               | Marinda Turner                        |
| Mobile Area Water & Sewer Service              | Joyce Sawyer                          |
| South Alabama Regional Planning Commission     | Robbie Young                          |
| City of Fairhope                               | Erin Wolfe                            |
| City of Bay Minette                            | Tammy Smith                           |
| City of Saraland                               | Judi Bowden Smith                     |
| City of Satsuma                                | Heather Davis                         |
| Baldwin County Board of Education              | Thomas Waters                         |
| North Baldwin Utilities                        | Tracy L. Rogers                       |
| Town of Summerdale                             | Tiffany Lynn                          |
| City of Semmes                                 | Jason Franklin                        |
| Riviera Utilities                              | Jeremy Asarisi                        |
| Gulf Shores City Board of Education            | Chad Green                            |
| Gulf Shores Utilities                          | Dan Grilli                            |
| Orange Beach School System                     | Randy Wilks                           |
| Escambia County (AL) Commission                | Terri Graham                          |
| Solid Waste Disposal Authority, Baldwin County | Ron Cink                              |