**COUNTY OF HENRICO**
**DEPARTMENT OF FINANCE**
**PURCHASING DIVISION**
**CONTRACT EXTRACT**
**NOTICE OF AWARD/RENEWAL**

| | |
|---|---|
| DATE: | October 1, 2025 |
| | |
| CONTRACT COMMODITY/SERVICE:<br>*(include contracting entity if cooperative)* | Bulk Bottled / Canned Water, Plastic and/or Aluminum |
| | |
| CONTRACT NUMBER: | 2855C |
| | |
| COMMODITY CODE: | 390.91 (main), 962.94 (secondary) |
| | |
| CONTRACT PERIOD: | October 1, 2025 through September 30, 2026 |
| RENEWAL OPTIONS: | Four (4) remaining, through September 30, 2030 |
| USER DEPARTMENT: | Main: Emergency Management and Workplace Safety<br>*(Available to use for all County / Schools)* |
| Contact Name: | Rob Rowley |
| Phone Number: | 804-316-3563 |
| Email Address: | row08@henrico.gov |
| HENRICO COOPERATIVE TERMS INCLUDED: | YES |
| SUPPLIER: Name: | GOTHAMS LLC |
| Address: | 115 E 5th St |
| City, State: | Austin, TX 78701 |
| Contact Name: | Jeffrey Crawford |
| Phone Number: | 512-537-0454 |
| Email address: | jeff@gothams.com |
| ORACLE SUPPLIER NUMBER: | 800403 |
| | |
| BUSINESS CATEGORY: | Small |
| PAYMENT TERMS: | Net 30 |
| | |
| DELIVERY: | As Needed and Requested; See General Requirements |
| | |
| FOB: | Destination |
| | |
| BUYER: Name: | Justin M. Herbaugh, VCA, VCO |
| Title: | Procurement Analyst III |
| Phone: | 804-501-5680 |
| Email: | Her034@henrico.gov |

**This contract is the result of a competitive solicitation issued by the Department of Finance, Purchasing Division. A requisition must be generated for all purchases made against this contract and the requisition must reference the contract number.**

## Appendix A

| Item | Description | Volume (ounces) | Unit | Unit Price | # of Bottles/ Cans per Case | Price Per Bottle/Can | # of Cases per Pallet | Price per Pallet |
|---|---|---|---|---|---|---|---|---|
| 3 | Plastic Bottled Water | 16.9 | Case | $5.76 | 32 | $0.18 | 60 | $345.60 |
| 5 | Plastic Bottled Water | 8 | Case | $3.60 | 24 | $0.15 | 168 | $604.80 |
| **Item** | **Description** | **Volume (ounces)** | **Unit** | | | | | |
| C | Plastic Bottled Water | 16.9 | Case | $4.32 | 24 | $0.18 | 84 | $362.88 |
| D | Plastic Bottled Water | 16.9 | Case | $7.20 | 40 | $0.18 | 48 | $345.60 |
| E | Plastic Bottled Water | 8 | Case | $12.00 | 80 | $0.15 | 48 | $576.00 |

**ATTACHMENT B – Bid Form**

County of Henrico
Department of Finance
Purchasing Division
8600 Staples Mill Road
P. O. Box 90775
Henrico, Virginia 23273-0775

I/We hereby propose to furnish all tools, labor, and equipment necessary to provide delivery of bulk packaged drinking water, plastic bottled and aluminum canned, in accordance with the enclosed Scope of Work/Services, General Contract Terms and Conditions, and Special Contract Provisions contained in **IFB No. 25-2855-7JMH**. The Bid Form must be completed and legible. Discrepancies in the multiplication of units of work and the unit prices will be resolved in favor of the correct multiplication of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. My/Our prices are as follows:

**PLEASE COMPLETE THE SEPARATE "BID FORM – PRICING" EXCEL .XLSX DOCUMENT. Bid submissions that do not contain the completed BID FORM – PRICING document will be deemed non-responsive.**

Please use additional copies if extra space is needed to complete these sections.

**List of external couriers and/or transportation subcontractors (*if applicable*):**

Niagara Bottling
Steam Logistics

**Locations of bottling facilities and/or warehouses supporting this bid (please include address):**

7020 Tradepoint Ave, Baltimore MD, 21219
328 Broad st, Chattanooga, TN, 37402

# I. Introduction

A. Purpose

The intent and purpose of this IFB, is to establish multiple annual contracts with qualified suppliers to furnish and provide delivery of bulk drinking water packaged in plastic bottles and/or aluminum cans to the County of Henrico, Virginia (the "County") in accordance with the Scope of Work/Services section of the solicitation.

B. Background and Historical Data

In 1994, the County signed an agreement with the City of Richmond to purchase 12 million gallons of water per day from the City through July 1, 2040. This water comes directly from Richmond to the County through reclamation processes via the City's water treatment facility. In January of 2025, Richmond experienced a severe outage at their water treatment facility, causing residents of Richmond and additional surrounding counties to lose access to municipal water for multiple days. This situation resulted in the purchase of large quantities of bottled water by the County to meet the needs of its residents. To be better prepared for any future similar occurrences, the County desires to establish contract(s) for purchases of bulk packaged water for emergency situations and/or in preparation to respond to future emergency situations.

# II. Scope of Work/Services

The Successful Bidder shall provide all labor, supervision, material, equipment, etc., as required, to successfully provide bulk packaged drinking water.

A. Technical Specifications

1. All packaged water products must be processed, packaged, labeled and transported in accordance with regulations of the Virginia Health Department, U.S. Department of Agriculture, and requirements of the Federal Food, Drug, and Cosmetic Act. Bottled and canned water shall confirm with the following regulations:
   a. FDA Standards of Quality as outlined in the Code of Federal Regulations, 21 CFR 165.110(b): https://www.ecfr.gov/current/title-21/part-165#p-165.110(b)
   b. EPA National Primary Drinking Water Standards and Secondary Drinking Water Standards: https://www.epa.gov/dwreginfo/drinking-water-regulations
2. Bidders may submit descriptive literature on all offered bottled and/or canned water product(s) with their bid. Descriptive literature shall include, at minimum, product manufacturer, name, size/quantities, image of packaging label, bottle/can container composition, recommended shelf-life, and guides to interpret packaging code. If information is not included, the County reserves the right to request such information prior to award of contract.
3. The Successful Bidder(s) shall not provide any product with a sell-by, best-by, or expiration date listed before 180 days after the date and time of delivery to the County.
4. Bottled and canned water products must be loaded securely on standardized wooden pallets and placed in trailers with a configuration they can easily be removed using pallet jacks. During transport, pallets of product shall be braced or otherwise prevented from shifting to prevent damage to the product.
5. The County **recommends** pallets come packed to a rough average height of 54" and must be double wrapped with shrink wrap for stability. Delivery may be refused if pallets are significantly less than the recommended loaded quantities. Based on the recommended height, each full pallet should roughly contain the following minimum quantities of total

plastic bottles based on bottle volume size (unless specified, cases consist of 24 bottles each):

a. 1-gallon (128 oz) bottles: 36 cases of 6 bottles per pallet (216 bottles).

b. 20 oz bottles: 54 cases per pallet (1,296 bottles).

c. 16.9 oz bottles: 72 cases per pallet (1,728 bottles).

d. 12 oz bottles: 84 cases per pallet (2,016 bottles).

e. 8 oz bottles: 120 cases per pallet (2,880 bottles).

6. Pallets of water packaged in aluminum should contain the minimum quantities:

a. 32 oz bottles/cans: 10 boxes of 80 bottles per pallet (800 bottles).

b. 16 oz bottles/cans: 72 cases of 24 per pallet (1,728 total).

c. 12 oz cans: 56 cases of 24 cans per pallet (1,344 cans).

B. General Requirements

1. Successful Bidder(s) shall be a firm regularly engaged in the sale of bulk packaged water and be able to provide goods as needed and requested in a timely manner. Orders will be placed on an as-needed basis and no minimum number of orders or expenditure is guaranteed throughout the contract period.

2. During the resultant contract period, the County reserves the right to place purchase orders with awarded Successful Bidder(s) based on product quantities immediately available and/or with the quickest delivery time due to emergency or time-sensitive situations.

3. Successful Bidder(s) and their couriers or transportation subcontractors shall comply fully with all federal, state and local laws, ordinances, and regulations, including but not limited to, the Virginia Occupational Safety and Health (VOSH) standards, Virginia Department of Labor and Industry (DOLI) standards, U.S. Environmental Protection Agency (EPA) standards, Federal Motor Carrier Safety Administration (FMCSA), Department of Transportation (DOT) standards, and any other applicable rules and regulations.

4. All products requested herein shall be delivered in vehicles (trucks and trailers) that are maintained in a sanitary, safe condition and be marked with clear company identification.

5. Employees or couriers of Successful Bidder must display their company identification.

6. Bulk packaged water will be purchased by the full trailer load (standard 53’ trailer). Each trailer should include a minimum of twenty (20) fully loaded pallets, with a preferred load of twenty-six (26) fully loaded pallets.

C. Delivery Requirements

1. Successful Bidder(s) shall be responsible for coordinating with County authorized representative(s) for all deliveries. All deliveries should be made by appointment to a pre-authorized location in the County.

2. Any goods delivered that were not approved or ordered by the County will be refused. All deliveries must include a bill of lading or ticket that is signed by an authorized receiving person.

3. The County reserves the right to refuse delivery of damaged goods. Damaged goods include, but are not limited to, pallets that have become dislodged, broken/unwrapped product, or product that appears to not be old or out of the use-by date, which shall be returned and/or replaced as needed and requested.

4. All deliveries shall be delivered with a bill of lading, including but not limited to the following information:
    a. Date and time of order.
    b. Purchase order number, if provided.
    c. Delivered quantities of bottled water product.
    d. Authorized representative's acceptance signature.

D. Invoicing Requirements
1. Payment shall require the submittal of an itemized invoice which shall include, but may not be limited to, the following information:
    a. Invoice date.
    b. Invoice number.
    c. Delivery date.
    d. Purchase Order number.
    e. Product, quantity, unit price, and total extended price of goods purchased and delivered.
    f. Passthrough courier freight charges.
2. Unauthorized invoice charges will **not** be accepted. Any invoice submitted for payment with questionable charges will be returned to the Successful Bidder for correction and must be resubmitted with an explanation as to the reason for the unauthorized charges.
3. Invoices shall be mailed to the address provided on the Purchase Order. Electronic copies of invoices may also be submitted by email to the County, in addition to mailed invoices. Electronic copies of invoices shall be for informational purposes only and shall not supersede or replace mailed invoices.

E. Pricing
1. Successful Bidder(s) shall provide pricing for bulk bottled water that meets the minimum requirements within Section I.D. "Specifications".
2. Pricing shall be based on a per pallet rate at the packaged quantities specified in I.D.5.a – e and/or I.D.6.a – c. All orders shall be made for a minimum of one (1) full trailer load of palleted cases as defined in the Scope of Work.
3. Freight or courier charges shall be passed through at cost. No additional increases or charges based on loading or unloading will be accepted. Unloading of pallets will be completed by the County.
4. Successful Bidder(s) shall indicate additional rush services or volume discounts as requested on the Bid Form. It is the County's sole discretion whether to accept or reject additional items.

## III. County Responsibilities

The County will designate an individual to act as the County's representative with respect to the good provided or work to be performed under this contract. Such individual shall have the authority to transmit instructions, receive information, and interpret and define the County's policies and decisions with respect to the contract.

**Goods and Services Contract**
**Contract No. 2855C**

This Goods and Services Contract (this "Contract") entered into this 5th day of September 2025, by the County of Henrico, Virginia (the "County") and Gothams LLC, a Delaware limited liability company, and its successors it assigns (the "Contractor").

**SCOPE OF CONTRACT:** The Contractor shall furnish all materials, equipment, and labor necessary to provide Bulk Packaged Drinking Water to the County as set forth in the Contract Documents.

**COMPENSATION:** The compensation the County will pay to the Contractor under this Contract shall be in accordance with Appendix A.

**CONTRACT TERM:** The Contract term shall be for a period of one (1) year beginning October 1, 2025 and ending September 30, 2026. The County may renew the Contract for up to four (4) one-year terms giving 30 days' written notice before the end of the term unless Contractor has given the County written notice that it does not wish to renew at least 90 days before the end of the term.

**CONTRACT DOCUMENTS:** This Contract hereby incorporates by reference the documents listed below (the "Contract Documents") which shall control in the following descending order:

1. This Goods and Services Contract between the County and Contractor.
2. Invitation for Bid No. 25-2855-7JMH, dated July 15, 2025 (as modified by any addenda).
3. The Contractor's bid dated August 5, 2025.

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound hereby.

Gothams LLC
115 E 5th St
Austin, TX 78701

Jeff Crawford

Signature

Jeff Crawford Chief Financial Officer

Printed Name and Title

09/12/2025

Date

County of Henrico, Virginia
P.O. Box 90775
Henrico, VA 23273-0775

Oscar Knott

Signature

Oscar Knott

Purchasing Director

09/12/2025

Date

APPROVED AS TO FORM

Assistant County Attorney

09/12/2025

Date