



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

DATE:	February 28, 2021
CONTRACT COMMODITY/SERVICE: <i>(include contracting entity if cooperative)</i>	Solar Power Purchase Agreement Services
CONTRACT NUMBER:	1919A
COMMODITY CODE:	290.82
CONTRACT PERIOD:	March 1, 2021 through February 28, 2022
RENEWAL OPTIONS:	Three (3) additional one-year period through 2025
USER DEPARTMENT:	County/Schools
Contact Name:	
Phone Number:	
Email Address:	
HENRICO COOPERATIVE TERMS INCLUDED:	
SUPPLIER: Name:	Sun Tribe Solar, LLC
Address:	300 East Main Street, #200
City, State:	Charlottesville, VA 22902
Contact Name:	Taylor Brown
Phone Number:	800-214-4579
Email address:	<a href="mailto:taylor.brown@suntribesolar.com">taylor.brown@suntribesolar.com</a>
ORACLE SUPPLIER NUMBER:	362266
BUSINESS CATEGORY:	Small
PAYMENT TERMS:	Net 30
DELIVERY:	n/a
FOB:	Destination
BUYER: Name:	Oscar Knott, CPP, CPPO, VCO
Title:	Purchasing Director
Phone:	804-501-5649
Email:	kno008@henrico.us

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.



COMMONWEALTH OF VIRGINIA  
**County of Henrico**

Solar Power Purchase Agreement Services  
Contract No. 1919A  
Amendment No. 1  
January 19, 2021

**Whereas**, the County of Henrico, Virginia and County School Board of Henrico, Virginia (together collectively referred to as the "County) and Sun Tribe Solar, LLC ("Contractor") entered into Contract No. 1919A (the "Contract") dated March 1, 2020 to provide Solar Power Purchase Agreement Services when needed and requested by the County; and,

**Whereas**, the original Contract term was from March 1, 2020 to February 28, 2021; and,

**Whereas**, the parties wish to renew the Contract for an additional one-year term beginning March 1, 2021 and ending February 28, 2022; and,

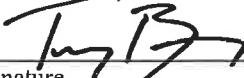
**Whereas**, by letter dated January 15, 2021, Contractor agreed to renew the Contract at the current Contract pricing.

**Now, therefore**, the parties agree to renew and amend the Contract as follows:

1. The Contract is hereby renewed for an additional one-year term beginning March 1, 2021 and ending February 28, 2022 at the current Contract pricing.
2. All other provisions of the Contract remain in full force and effect.

In witness whereof, the parties have caused this Amendment No. 1 to the Contract to be executed by the following duly authorized individuals:

Sun Tribe Solar, LLC  
300 East Main Street, #200  
Charlottesville, VA 22902

  
\_\_\_\_\_  
Signature

Taylor Brown, CTO  
\_\_\_\_\_  
Printed Name and Title

1/21/2021  
\_\_\_\_\_  
Date

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

  
\_\_\_\_\_  
John A. Vithoukas  
County Manager

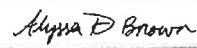
1/26/2021  
\_\_\_\_\_  
Date

County School Board of Henrico County, Virginia  
406 Dabbs House Road  
Richmond, VA 23233-4819

  
\_\_\_\_\_  
Dr. Amy E. Cashwell  
Superintendent

2/18/2021  
\_\_\_\_\_  
Date

APPROVED AS TO FORM

  
\_\_\_\_\_  
ASSISTANT COUNTY ATTORNEY



COMMONWEALTH OF VIRGINIA  
**County of Henrico**

DEPARTMENT OF FINANCE  
Cecelia H. Stowe, CPPO, C.P.M.  
Purchasing Director

**Contract No. 1919A**

**Agreement among Sun Tribe Solar, LLC, County of Henrico, Virginia, and County School Board of Henrico County, Virginia for Solar Power Purchase Agreement Services**

This Agreement (“Agreement”) dated March 1, 2020 (“Effective Date”) is made and entered into by Sun Tribe Solar, LLC (hereinafter referred to as “Sun Tribe”), County of Henrico, Virginia (“Henrico”), and County School Board of Henrico County, Virginia (“HCPS”) (together, referred to as the “County”).

WHEREAS, on September 13, 2019, the County issued Request for Proposal No. 19-1919-9JOK (hereinafter referred to as “RFP”), titled “Solar Power Purchase Agreement Services”; and,

WHEREAS, Sun Tribe submitted a proposal dated October 17, 2019 in response to the RFP; and,

WHEREAS, the County selected Sun Tribe as the Successful Offeror to provide goods and services in accordance with the RFP; and,

WHEREAS, the parties have negotiated the terms and conditions under which Sun Tribe will provide goods and services as outlined in the Agreement Documents; and,

WHEREAS, Sun Tribe hereby agrees to provide solar power purchase agreement services as described in the Agreement Documents; and,

WHEREAS, the delivery of the goods and services will be provide as set forth in the Agreement Documents.

NOW, THEREFORE, the parties agree as follows:

- (1) **Agreement Documents** – The Exhibits listed below are hereby incorporated into and made part of this Agreement, and this Agreement and the incorporated Exhibits shall be the “Agreement Documents”. Any Power Purchase Agreements and Site Lease Agreements (together, a “PPA”) the parties enter into after the date of this Agreement will also become a part of the Agreement Documents. In the event of conflict among the Agreement Documents, the provisions of this Agreement shall supersede the Exhibits. Except as otherwise described herein, any inconsistency among the incorporated Exhibits shall be resolved by giving priority to the Exhibits in the order in which they are listed below, provided, however, the General Terms and Conditions contained in the RFP will always be given effect:

Exhibit A – Solar Power Purchase Agreement and Site Lease Agreement.

Exhibit B – Sun Tribe’s Best and Final Offer dated November 25, 2019.

Exhibit C – Sun Tribe’s Original Proposal dated October 17, 2019.

Exhibit D – Addendum No. 2 dated September 19, 2019.

Exhibit E – Addendum No. 1 dated September 19, 2019.

Exhibit F – Questions and Answers dated October 3, 2019.

Exhibit G – RFP No. 19-1919-9JOK dated September 13, 2019.

- (2) **Compensation** – As applicable, the Henrico and HCPS will pay Sun Tribe compensation as set forth in any applicable PPA.
- (3) **Four Initial Sites** – As described in the RFP, Sun Tribe will initially compete solar installations at four sites (Henrico: Public Safety Building; HCPS: New J.R. Tucker High School, New Highland Springs High School, and Holladay Elementary School Expansion) (the “Four Sites”). Sun Tribe and Henrico or HCPS, as applicable, will enter into PPAs for each of the Four Sites. As of the date of this Agreement, construction at each of the Four Sites is not complete. Sun Tribe acknowledges that its solar installation at one or more of the Four Sites (i) may be delayed if construction delays arise or (ii) may be impossible if there is a casualty event at one of the Four Sites.
- (4) **New Sites** – In addition to the four sites the County identified in the RFP, the County may request Sun Tribe to identify and evaluate other prospective sites upon the County’s request as described in the Agreement Documents (each, a “New Site”). Upon the County’s request, Sun Tribe will perform a solar feasibility study and cash flow analysis for each New Site as described in the Agreement Documents. If the County opts to proceed with a New Site, Sun Tribe will offer pricing equal to or less than the pricing listed in the table below. In its discretion, Sun Tribe will take the conditions and characteristics of the New Site into consideration in determining whether to offer pricing less than the pricing listed below.

Annual Escalator	Type of New Site	Year 1 Electricity Price
0%	Carport	\$0.143/kWh
	Rooftop	\$0.106/kWh
	Ground Mount	\$0.104/kWh
1%	Carport	\$0.129/kWh
	Rooftop	\$0.097/kWh
	Ground Mount	\$0.095/kWh
2.5%	Carport	\$0.113/kWh
	Rooftop	\$0.086/kWh
	Ground Mount	\$0.085/kWh

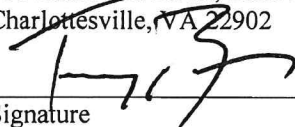
- (5) **Term** – The Agreement term shall be from the Effective Date through a period of one (1) year with four (4) one (1) year renewal options which the County may exercise in its sole discretion. Sun Tribe shall provide the County with at least ninety (90) days prior written notice in the event Sun Tribe elects to not seek renewal. At any time during the term of this Agreement (including any renewals), the County may enter into additional PPAs with terms not to exceed 30 years. The expiration of this Agreement will not affect the validity of any PPAs entered into while this Agreement is in effect. The terms and conditions of the Agreement Documents will survive expiration or termination of this Agreement and will continue to apply to any PPAs duly executed while this Agreement is in effect.
- (6) **Cooperative Contract** – Pursuant to Section V(FF) of the RFP, this Agreement is a cooperative contract. Any public body in the Commonwealth of Virginia (a “Public Body”) may request Sun Tribe to perform the services described in Section 4 above and enter into PPAs with terms of up

to 30 years while this Agreement is in effect. A Public Body may, but is not required to, execute any contract document in order for Sun Tribe to perform a solar feasibility study and cash flow analysis for a prospective New Site. Upon the Public Body's request, Sun Tribe will provide a certificate of insurance to the Public Body naming it as an additional insured before performing any work on its site. The pricing set forth in any resulting PPA will be subject to Section 4 above. With Sun Tribe's consent, a Public Body may propose immaterial changes to the PPA (Exhibit A) to accommodate the Public Body's local policy or practice. Unless the Public Body and Sun Tribe agree otherwise, venue for disputes shall be deemed to be the state courts of the jurisdiction in which the Public Body is located. If a Public Body enters into one or more PPAs with Sun Tribe pursuant to this Agreement, the term "County" and any other terms unique to Henrico County throughout the Agreement Documents will be interpreted to refer to that particular Public Body unless the context requires otherwise.

- (7) **Sovereign Immunity** – Notwithstanding any contrary language in the Agreement Documents, the County neither waives nor abrogates its sovereign immunity hereunder, in part or in whole, in any manner, under any theory.
- (8) **Merger** – The Agreement Documents represent the entire agreement between the parties and supersede all prior communications and negotiations. This Agreement may be modified only in writing, signed by both the County and Sun Tribe.
- (9) **Severability** – If any provision of the Agreement Documents is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the Agreement Documents shall not be affected thereby and each other provision of the Agreement Documents shall be valid and enforceable to the fullest extent permitted by law.
- (10) **Controlling Law and Venue** – The Agreement is made and entered into, and shall be performed, in the County of Henrico, Virginia, and shall be governed by the applicable laws of the Commonwealth of Virginia without regard to conflicts of law principles. Any dispute arising out of the Agreement, its interpretations, or its performance shall be litigated only in Henrico County General District Court or in the Circuit Court of the County of Henrico, Virginia.
- (11) **Claims** – Sun Tribe shall submit any and all claims arising under this Agreement, without exception, in accordance with Va. Code §2.2-4363(C).

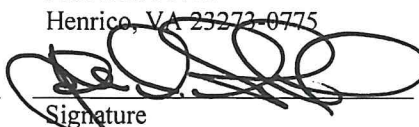
WHEREFORE, the parties hereby execute this Agreement as evidenced by the signatures below as of the Effective Date.

**Sun Tribe Solar, LLC**  
 300 East Main Street, Suite 200  
 Charlottesville, VA 22902

  
 \_\_\_\_\_  
 Signature

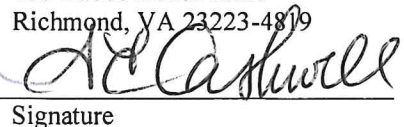
Taylor Brown  
 Chief Technical Officer

**County of Henrico, Virginia**  
 P.O. Box 90775  
 Henrico, VA 23272-0775

  
 \_\_\_\_\_  
 Signature


John A. Vithoukias  
 County Manager

**County School Board of  
 Henrico County, Virginia**  
 406 Dabbs House Road  
 Richmond, VA 23223-4819

  
 \_\_\_\_\_  
 Signature

Dr. Amy E. Cashwell  
 Superintendent

APPROVED AS TO SUBSTANCE: <u>SEM</u> <small>DIRECTOR, CONSTRUCTION &amp; MAINTENANCE</small>
APPROVED AS TO FORM: <u>SABE RIGHT</u> <small>ASSISTANT COUNTY ATTORNEY</small>
FUNDING APPROVED: <u>[Signature]</u> <small>ASSISTANT SUPERINTENDENT FOR OPERATIONS</small>

**APPROVED AS TO FORM**  
  
 COUNTY ATTORNEY