



County of Fairfax, Virginia

AMENDMENT

January 25, 2022

Sun Tribe Solar, LLC
455 2nd Street SE, Suite 400
Charlottesville, VA 22902

AMENDMENT NO. 3

CONTRACT TITLE: Solar Power Purchase Agreement Services

CONTRACT NO. 4400009516

By mutual agreement, the above contract is hereby amended as follows:

1. Removal of the following designations, which were agreed upon as part of the Memorandum of Negotiations, dated, December 4, 2019,:

 - **Primary Contractor** for all Canopy/Carport mounted Solar Photo Voltaic panel PPA services at the rate of \$0.11/kWh delivered Fixed price for a 30-year term.
 - **Secondary Contractor** for all Roof Mounted Solar Photo Voltaic panel PPA Services at the rate of \$0.0795/kWh delivered fixed price for 25-year term.

Replace with " Sun Tribe Solar, LLC. is one of two pre-qualified contractors available to provide Solar Power Purchase Agreement Services in either form as is determined to be in the best interest of the County. Once offered a project, the Contractor must respond in writing within 14 days in either the affirmative or negative. Installation shall begin within four months of being awarded the project as indicated in writing.

Fairfax County may use one or all of the offerors selected for contracts to provide Solar Power Purchase Agreement Services at various times and places depending upon the operational needs of the County."

2. Replace the flat PPA service rates with tiered pricing based on estimated output size while maintaining the output guarantee. (See attached)
3. Recognize that both a solar canopy system over a parking lot and electric vehicle (EV) charging device(s) located at a parking lot require electrical conduit from the lot to the facility's main electrical panel. If desired by the customer, the vendor agrees to provide and install at solar canopy systems, at no additional cost to The County of Fairfax, Fairfax County Public Schools, Fairfax County Park Authority, and Fairfax County Housing and Urban Redevelopment Authority, a suitable conduit between the lot and the electrical panel, in parallel with conduit for the solar canopy system, for potential future use with EV charging infrastructure.
4. For each PPA site, the vendor will provide one or more educational tools, such as on-line dashboards, signage, or interactive models that allow building occupants and visitors to learn about the solar PV system, as offered in your proposal. In addition, the vendor will provide the customer with reasonably limited solar industry workforce development tools or services, such as,
 - a. Defining a training pathway for potential future employees in the solar industry, or
 - b. Provide training or certificate programs related to the solar industry, or
 - c. Provide job shadowing opportunities or internships to interested individuals.This list is not exhaustive and ideas are welcomed to grow the solar industry workforce.

All other terms and conditions remain the same.

Amendment No. 3
4400009516
Page 2

For Clarity:

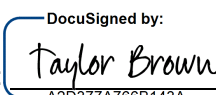
Recognize that The County of Fairfax, Fairfax County Public Schools, Fairfax County Park Authority, and Fairfax County Housing and Urban Redevelopment Authority are eligible to ask vendors to consider any, all, or none of their sites for either rooftop or canopy PPA installations and further reconfirm that a contract award does not guarantee a PPA for any specific location or group of locations.

Recognize that The County of Fairfax, Fairfax County Public Schools, Fairfax County Park Authority, and Fairfax County Housing and Urban Redevelopment Authority are eligible to investigate, pursue, and utilize this PPA contract to secure renewable energy kWh, but that the PPA contract is not an exclusivity agreement and so therefore The County of Fairfax, Fairfax County Public Schools, Fairfax County Park Authority, and Fairfax County Housing and Urban Redevelopment Authority are able to secure renewable energy kWh and/or renewable energy generation assets through any other method they so choose at any, all, or none of their sites as deemed appropriate by each entity.

The undersigned, on behalf of Sun Tribe Solar, LLC, represents and warrants that he or she is duly authorized to execute and deliver this Amendment No.3, and such authorization is in full force and effect.

ACCEPTANCE:

Sun Tribe Solar, LLC

BY: 
A2D377A766B143A... (Signature)

CTO

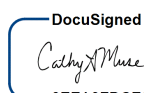
(Title)

Taylor Brown

(Printed)

2022 January 24 | 13:52:05 PST

(Date)


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Cathy A. Muse, CPPO
Director/County Purchasing Agent

2022 January 25 | 12:02:37 EST

(Date)

DISTRIBUTION

Finance – Accounts Payable/e
OEEC – Susan Hafeli/e
FCPA – Keith Snyder/e
Contractor - taylor.brown@suntribesolar.com

DPMM – Contract Specialist – Patricia Wilkerson
DPMM – Supplier Diversity – Chris McGough/e
FCPS – John Lord/e (jrlord@fcps.edu)

Amendment No. 3

4400009516

Page 3

Revise Pricing Schedule**Sun Tribe Solar - Fairfax County PPA Rates, Q3 2021**

PPA Rate (\$/kWh) 0% Escalator										
Size (kWdc):	100	200	300	400	500	600	700	800	900	1000
Roof	0.1490	0.1256	0.1098	0.1051	0.0997	0.0979	0.0956	0.0938	0.0915	0.0895
Carport	0.2972	0.2128	0.1785	0.1661	0.1566	0.1501	0.1459	0.1417	0.1391	0.1369

PPA Rate (\$/kWh) 2% Escalator										
Size (kWdc):	100	200	300	400	500	600	700	800	900	1000
Roof	0.1244	0.1049	0.0924	0.0876	0.0839	0.0816	0.0797	0.0782	0.0763	0.0746
Carport	0.2420	0.1731	0.1451	0.1350	0.1272	0.1219	0.1185	0.1151	0.1130	0.1112

PPA Rate (\$/kWh) 2.5% Escalator										
Size (kWdc):	100	200	300	400	500	600	700	800	900	1000
Roof	0.1187	0.0999	0.0881	0.0835	0.0798	0.0778	0.0760	0.0746	0.0727	0.0711
Carport	0.2291	0.1639	0.1374	0.1278	0.1204	0.1154	0.1121	0.1089	0.1069	0.1052