

## MODIFICATION NO. 5

### BASIC ORDERING AGREEMENT BETWEEN

**CHERRY BEKAERT ADVISORY, LLC**

**AND**

**ALLIANCE FOR SUSTAINABLE ENERGY, LLC  
MANAGEMENT AND OPERATING CONTRACTOR FOR THE  
NATIONAL RENEWABLE ENERGY LABORATORY (NREL) ON BEHALF OF DEPARTMENT OF  
ENERGY (DOE) INTEGRATED CONTRACTOR PURCHASING TEAM (ICPT)**

### BASIC ORDERING AGREEMENT

**AGR-2021-21101**

#### PERIOD OF PERFORMANCE

**BOA Award through 10/27/25: (plus four (4) optional twelve (12) month periods if exercised)**

This Basic Ordering Agreement (BOA) between **Cherry Bekaert Advisory LLC** (Vendor, hereinafter "Seller") and **Alliance for Sustainable Energy, LLC Management and Operating Contractor for the National Renewable Energy Laboratory (NREL)** is entered into to provide services to Department of Energy (DOE) Contractors and authorized Subcontractors in accordance with the following:

1. This BOA includes services listed in Attachment A.
2. This BOA is for DOE Prime Contractors (hereinafter collectively referred to as "Contractor").
3. This BOA may also be used by DOE Subcontractors with written authorization of the ICPT Chair.
4. The pricing is in accordance with Attachment B.
5. General Terms and Conditions (04/2016) are included in Attachment C and made a part herein.

The parties agree that Contractors may place orders under this BOA and receive the appropriate discounted price. Each DOE Contractor shall place its own Orders under this BOA and shall be direct billed accordingly.

#### REVISION:

**Basic Ordering Agreement No. AGR-2021-21101 is modified as indicated below and above in bold italics for a company name change from Cherry Bekaert LLP to Cherry Bekaert Advisory LLC. This revision also includes a company address and contract name changes.**

#### ARTICLE 1 – SCOPE OF WORK

The Seller agrees to provide services as described in Attachment A that Contractor may order during the Period of Performance (POP) of this BOA.

#### ARTICLE 2 – PERIOD OF PERFORMANCE (POP)

The Period of Performance of this BOA, unless sooner reduced, terminated or extended in accordance with the terms and conditions of this BOA, shall commence upon **BOA Award (10/28/20)** and end **10/27/25 (through Option Period 4)**.

Option to Extend Term of BOA: Subcontractor may extend the term of this BOA by giving written notice to Seller by the date specified as the expiration date of this BOA. The exercise of an option to extend the term of this BOA shall be accomplished by a unilateral written modification issued by Contractor.

The term of this BOA may be extended pursuant to this clause for up to **eight (8)** years beyond the initial term. Such an extension may be made from time to time or in one modification.

### **ARTICLE 3 – DELIVERY / PAYMENT**

The work specified in Article 1 shall be completed and delivered as follows:

- Payment Terms: **NET 30 days** from receipt of an accurate invoice.
- Applicable labor category(ies) (as listed under Attachment B – Prices) as well as quantity of hours and schedule shall be negotiated for each order under this BOA.

### **ARTICLE 4 – FIXED PRICES / DISCOUNT SCHEDULE**

The Contractor shall be entitled to purchase services listed in Attachment A at the fixed labor rates identified in Attachment B. The prices identified in Attachment B are firm for the effective POP of this BOA, unless otherwise agreed by the Parties.

### **ARTICLE 5 – ADMINISTRATIVE**

Contractor BOA Administrator's Address is as follows:

**Pamela Cooper, Sr. Subcontract Administrator**  
**National Renewable Energy Laboratory (NREL)**  
15013 Denver West Parkway | MS RSF 030 |  
Golden, CO 80401  
[pamela.cooper@nrel.gov](mailto:pamela.cooper@nrel.gov)  
+1 303-630-8002

Seller BOA Administrator's Address is as follows:

**Denise Lippuner,**  
**Cherry Bekaert Advisory LLC**  
**3800 Glen Ave.,**  
**North Carolina, 27612-4875**  
[denise.lippuner@cbh.com](mailto:denise.lippuner@cbh.com)  
+1 703-584-0274

All Orders placed hereunder shall reference this BOA No.

### **ARTICLE 7 – RESERVED**

### **ARTICLE 8 – SITE SPECIFIC TERMS AND CONDITIONS**

The Seller acknowledges that the Contractor may have requirements unique to its site, mission, and/or geographic location. Therefore, the Seller agrees that the Contractor placing an Order under this BOA reserves the right to incorporate its own Site-Specific Terms & Conditions relative to Environmental Safety and Health considerations as well as FAR, DEAR, or other applicable regulations and laws.

### **ARTICLE 9 – LIST OF ATTACHMENTS**

Attachment A – Statement of Work entitled “Integrated Contractor Purchasing Team (ICPT): Strategic Partnership Projects (SPP) Cost Audit and Testing Services” dated 08/26/20

Attachment B – Pricing

Attachment C – ICPT BOA GENERAL TERMS AND CONDITIONS FOR COMMERCIAL ITEMS AND SERVICES DOE CONTRACTORS (04/2016), available at: <https://icpt.doe.gov/tools/terms-conditions/>

Attachment D – Reserved

Except as provided herein, all other terms and conditions of this Basic Ordering Agreement shall remain in full force and effect.

<b>ALLIANCE FOR SUSTAINABLE ENERGY, LLC MANAGEMENT AND OPERATING CONTRACTOR FOR THE NATIONAL RENEWABLE ENERGY LABORATORY (NREL)</b>	
<small>Signed by:</small>	
<b>BY: Pamela Cooper</b>	<i>Pamela Cooper</i>
<b>TITLE: Sr. Subcontracts Administrator</b>	
<b>DATE: 2/6/2025</b>	

<b>Cherry Bekaert Advisory, LLC</b>	
<small>DocuSigned by:</small>	
<i>Denise Lippuner</i>	
<b>BY: Denise Lippuner</b>	<small>73901D6D3823493</small>
<b>TITLE: Partner, State and Local Advisory Leader</b>	
<b>DATE: 2/6/2025</b>	