

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 1
2. AMENDMENT/MODIFICATION NO. 309	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518	7. ADMINISTERED BY (If other than Item 6) Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 00518
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) OAK RIDGE ASSOCIATED UNIVERSITIES, INC. P.O. BOX 117 OAK RIDGE TN 37830-6218		(x)	9A. AMENDMENT OF SOLICITATION NO.
CODE 041152224		FACILITY CODE	9B. DATED (SEE ITEM 11)
		x	10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-06OR23100
			10B. DATED (SEE ITEM 13) 12/21/2005

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Schedule

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) Public Law 95-91 and Mutual Agreement

E. IMPORTANT: Contractor is not, is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Tax ID Number: 62-0476816

DUNS Number: 041152224

Technical Services for Management of the Oak Ridge Institute of Science and Education

This modification deletes Section J, Attachment G and replaces it with the attached Section J, Attachment G, Special Financial Institution Account Agreement.

All other terms and conditions remain unchanged.

Period of Performance: 01/01/2006 to 12/31/2015

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mary L. Crow	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA Signature on File (Signature of Contracting Officer)	16C. DATE SIGNED 08/01/2011



SECTION A - SOLICITATION/OFFER/AWARD

<p>1A. REQUEST FOR PROPOSAL (RFP): 11-26101 SUBCONTRACT NUMBER: 5-26101</p> <p>1B. TITLE: Banking Services – Government Fund Accounts</p>	<p align="center">THIS BLOCK TO BE COMPLETED BY ORAU PAGE 1</p> <p>2. DATE OF AWARD: <u>June 30, 2011</u></p>
<p>3. ISSUED BY</p> <p>Oak Ridge Associated Universities (ORAU) Oak Ridge Institute for Science and Education (ORISE) UNDER DOE Prime Contract No. DE-AC05-06OR23100</p> <p>CONTRACT CONTACT: Tina K. Kirby Phone: (865) 576-3051 Fax: (865) 576-9385 E-Mail: tina.kirby@orise.orau.gov</p>	<p align="center">THIS BLOCK TO BE COMPLETED BY ORAU</p> <p>4A. TYPE OF CONTRACT Fixed Unit Rate Agreement</p> <p>4B. PERIOD OF PERFORMANCE July 1, 2011 through June 30, 2016</p> <p>4C. TOTAL CEILING AMOUNT \$ <u>240,000.00</u> (From Paragraph B-2)</p>
<p>5. CONTRACTOR Sun Trust Bank, Inc. 9950 Kingston Pike Knoxville, TN 37922</p> <p>Attn: Bob Wrather Email: Bob.Wrather@suntrust.com (865) 560-5887</p>	<p>VENDOR NO.:</p> <p>6A. Requisition Number(s): 26101 6B. Project and Task: 201100269.0010; 201100230.0020 6C. Payment Terms: NET 30 6D. Tax Exempt # 100141955</p>
<p>7. Offers for furnishing the services set forth herein will be received at the mailing address specified above, shipped to Oak Ridge Associated Universities, Procurement Services, 1299 Bethel Valley Road, SC 200, Oak Ridge, TN 37830, or submitted by email or fax to the Contract Specialist named in paragraph 3 above until 10:00 A.M. eastern time May 23, 2011 ORAU may accept the offer as proposed and execute the Contract without further discussions. This Contract becomes effective when accepted and signed by an authorized ORAU Procurement Representative. In compliance with the solicitation, and subject to all the conditions thereof, the offeror offers and agrees if this offer is accepted within 30 days (90 days unless otherwise stated) from the date of the opening, to furnish the services at the prices quoted in Section B.</p>	
<p>8. Contractor agrees to furnish and deliver all items and perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this contract form, (b) the solicitation, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein, including but not limited to proposed agreement Sections B through H, Contract Clauses in Section I, all attachments listed in Section J, and Section K - Representations and Certifications. This Contract establishes the term, fixed unit prices, scope of work, appropriate contractual provisions and certain other limitations.</p>	
<p>9A. NAME OF CONTRACTOR (Type or print): <u>SunTrust Bank Inc</u></p> <p>9B. NAME & TITLE OF PERSON AUTHORIZED TO SIGN OFFER <u>Bob Wrather Senior Vice President</u></p> <p>BY <u>Bob Wrather</u> DATE <u>June 3, 2011</u> (SIGNATURE OF PERSON AUTHORIZED TO SIGN OFFER)</p>	<p>10. ACCEPTANCE: Awarded as to Account Activity Items described and priced in Attachment J-2 Schedule of Financial Institution Processing Charges; Special Financial Account Agreement; Covenants; and Certificate.</p> <p>OAK RIDGE ASSOCIATED UNIVERSITIES</p> <p>BY <u>Tina K. Kirby</u> DATE <u>30 June 11</u> Tina K. Kirby, Contract Specialist</p>

SECTION B - SCHEDULE OF SUPPLIES/SERVICES AND PRICES

B-1 Agreement Scope

The Oak Ridge Institute for Science and Education (ORISE) was established by the U.S. Department of Energy to undertake national and international programs in education, training, health, and the environment. ORISE and its programs are operated by Oak Ridge Associated Universities (ORAU), the Contractor, through a contract with the U.S. Department of Energy (DOE). The work described in this Agreement is consistent with ORISE's ongoing assistance to DOE.

This Agreement covers the establishment and maintenance of government fund demand deposit accounts and the accurate and timely processing of all ORISE banking services related to these accounts. Banking services that are required include, but are not limited to: zero balance accounts; controlled disbursement; positive pay; account reconciliation; Electronic Funds Transfer (EFT) including Automated Clearing House (ACH) and wires – domestic and foreign; Electronic Data Interchange (EDI); web-based inquiry and processing capabilities; miscellaneous services such as stop payments, cancels, issues and paid check imaging; and a variety of additional reporting and communication needs.

B-2 Agreement Line Item Description

This is a fixed unit rate contract to provide banking services by way of a "Special Financial Institution Account Agreement For Use With The Payments Cleared Financing Arrangement" as described in Attachments J-1, J-2, J-3, J-4, J-5, and J-6 herein and made a part of this Agreement.

The Attachment "J-2" reflects the cost per item for the services described in Section C and otherwise stated herein. Attachment "J-2" must be completed in its entirety.

Note: ORAU's monthly estimates on attachment J-2 are not a guarantee of volume.

SECTION C - DESCRIPTIONS/SPECIFICATIONS/WORK STATEMENTS

C-1 Agreement Scope

Requirements include the establishment and maintenance of government fund demand deposit accounts and the accurate and timely processing of all banking services related to these accounts. Banking services that are required include, but are not limited to: zero balance accounts; controlled disbursement; online ACH control; positive pay; account reconciliation; Electronic Funds Transfer (EFT) including Automated Clearing House (ACH) and wires - domestic and foreign; Electronic Data Interchange (EDI); web-based inquiry and processing capabilities; miscellaneous services such as stop payments, cancels, issues and paid check imaging; and a variety of additional reporting and communication needs.

C-2 Specifications/Statement of Work

Bank Account Information and Requirements

Establish and maintain Government Fund Accounts (GFAs) for disbursement activities. At present, three government fund demand deposit accounts are utilized. ORAU, the Contractor, reserves the right to consolidate existing accounts or establish additional accounts as needed during the term of the Agreement. All accounts are established as zero balance accounts and are funded by the "payments cleared method of financing" as described in a subsequent section of this Statement of Work document. Descriptions of currently established disbursement accounts follow.

Master Account

Direct disbursements from this account are limited to all wire transfers and the ACH transmittals generated for payment of general liabilities. Additionally, this account is utilized to fund all other government fund accounts listed below. Under the payments- cleared method of financing, the Financial Institution will make a daily draw from the U.S. Department of the Treasury's (Treasury) Automated Standard Application for Payments (ASAP) System which will be credited to this master account in order to bring all accounts, including this master account, back to a zero (\$0.00) balance. No paper checks are issued from the master account.

Note: The Financial Institution must be a Treasury-approved government deposit insurance organization as identified in T TFM 6-9000. Accordingly, the Financial Institution shall post collateral with the Federal Reserve Bank (FRB), in

an amount equal to the net balance of federal funds deposited into this master account, less the Treasury-approved deposit insurance.

Sub-Account — Operating Account

Disbursements are limited to paper checks and Electronic Funds Transfer (EFT) issued in satisfaction of general vendor account liabilities and disbursement checks to reimburse employees. This account is established as a positive pay, controlled disbursement account.

Sub-Account — Payroll Account

Disbursements are limited to paper checks and Electronic Funds Transfer (EFT) issued in satisfaction of payroll liabilities. This account is established as a positive pay, controlled disbursement account. Special Note: Other than any credit(s) due to the receipt of a returned/rejected disbursement item(s), all sub-accounts receive only one credit (deposit) per day, resulting through funding from the master account for zero-balancing. As well, the master account receives only one credit per day, resulting from the daily ASAP draw. Any other credit(s) to the master account must be due to receipt of a returned/rejected disbursement issue(s). The "netting" of accounts by offsetting disbursements with deposit receipts, other than the ASAP draw, is not permitted. See the "Depository and Cash Services" section of this Statement of Work for a more detailed explanation of general deposit requirements.

Payments-Cleared Method of Funding

As a Prime Contractor to the United States Department of Energy (DOE), ORAU, the Contractor, is dedicated to the operation and management of ORISE. As such, the Contractor receives full funding under the "payments cleared method of funding." The payments-cleared funding arrangement is a financing method utilized by the federal government for financing grants, contracts, and other programs and utilizes a payment system called the ASAP 1031 Account. In brief, this "on line" program is used by the Financial Institution to effect full reimbursement for all payments "paid" by the Financial Institution on behalf of the Contractor on a given day. Under this arrangement, the Contractor issues payments for program costs, utilizing controlled disbursement accounts as described above. The Financial Institution will honor the payments presented for collection without pre-funding of accounts. At the close of each business day, on an intraday basis, the Financial Institution will zero balance all sub-accounts with an offsetting charge to the master account to determine the total amount advanced during the day. The Financial Institution will then access the ASAP system, using software furnished by the Treasury's Financial Management Service (FMS), connecting it to the FRB of Richmond to advise Treasury of the amount advanced. The FRB will immediately arrange a "draw" against DOE's authorized funds for same day credit to the Financial Institution's reserve account at its FRB. Funds are provided by a repetitive Fed Wire.

The daily draw should bring the Contractor's full chart of government account balances back to zero. To receive same day credit, the payment request must be received by the FRB of Richmond by 5:45 p.m. Eastern time. The intraday cut-off time established must be sufficient to meet this deadline; however, it should be as late in the day as administratively possible in order to minimize the potential for overdrafts. The amount of the daily drawdown should be sufficient to maintain the account balance net positive and as close to zero as administratively possible. If the Financial Institution has a pattern of excess drawdowns and fails to correct the problem after written notice from DOE, the Financial Institution will be assessed interest on all excess balances at the Federal Funds Rate for the month(s), and the Special Financial Institution Account Agreement will be terminated. Penalties will be remitted to the cognizant DOE finance office.

The Financial Institution must have sufficient reserves to cover intraday overdraft pending end of day settlement/reimbursement through the Treasury's ASAP system. After award, the DOE finance office will provide the Financial Institution with enrollment forms that will permit withdrawal of funds from the ASAP 1031 account at the FRB of Richmond. The Financial Institution will complete the forms and return them to DOE for further processing.

In-house Check Generation

Accept and process paper checks generated in-house by the Contractor. The Contractor uses commercially available, blank check stock to generate its paper checks. Paper checks are printed in-house and distributed daily.

On Line Communication and Processing

Provide a secure, web-based communication and processing system(s) for check imaging display, wire transfer processing, stop payment processing and inquiry, and file transmissions (ACH, EDT, Positive Pay), that protects the confidentiality, integrity, and availability of user information. Unique user identifications and passwords, along with specified authorizations, will be issued for individual personnel as requested by the Contractor.

Online ACH Control: ACH Fraud Control

Provide Online ACH Control as an enhancement to ACH Fraud Control to ease management of critical electronic payment processing. Online ACH Control is to provide secure online access to review potentially unauthorized incoming ACH transactions before they post to the Contractor's account. Online ACH Fraud Control is to also allow authorization of valid ACH entries and return unauthorized transactions. E-mail alerts should be provided making designated users aware of key events such as when a decision is needed on a pending transaction or that decision needs to be verified.

Positive Pay

Provide positive pay for all controlled disbursement accounts (currently three accounts as described above). Check issues are processed each business day. An average of 825 checks are issued each month from the combined controlled disbursement accounts. The Contractor defines the positive pay function as follows:

Each business day, the Contractor sends to the Financial Institution, an electronic file containing data representing checks issued or voided on the previous business day. For each controlled disbursement account, file data includes account number, check serial number, and respective amounts. The Financial Institution will provide a web-based product to facilitate transmission of respective files. The check issue and void information will be used by the Financial Institution to create and maintain an outstanding check file. Newly issued checks are accumulated into the outstanding check file. Voided checks are removed from the outstanding check file. As checks are presented to the Financial Institution, the Financial Institution compares the encoded check information to the outstanding check file. Matching items are considered to be approved for payment and removed from the outstanding check file. Non-matching items are reviewed by the Financial Institution for encoding errors. Encoding errors are corrected by the Financial Institution, and the check is removed from the outstanding check file. Non-matching items not resulting from encoding errors are referred to the Contractor's Treasury Services personnel for resolution. The purpose of this function is to allow the Contractor a window of time to return any unauthorized payments within a bank-designated four hour timeframe (10 am – 2 pm). In addition to the mechanism for daily file processing for positive pay as described above, the Contractor requires web-based processing capabilities for transmission of manual issues and voids.

Stop-Payment Processing

Provide stop payment capability. Stop payment orders will be placed by the Contractor via the web-based communication and processing system provided by the Financial Institution. Stop payments shall not be labeled or treated as cancellations or voids on the bank reports or on the check inquiry system. Rather, the stop payment items should be clearly identified as such.

Electronic File Transfer/EDI Services

Submit Cash Concentration or Disbursement (CCD) and Pre-arranged Payments and Deposits (PPD) formatted payment files to the ACH on a daily basis. The Contractor creates National Automated Clearing House Association (NACHA) compliant CCD and PPD payment files on a daily basis. These files are transferred electronically to the Financial Institution who submits those files on the Contractor's behalf to the ACH.

Translate a payment file from a proprietary format into Corporate Trade Exchange (CTX) format and submit the file to the ACH on a daily basis. The Contractor creates an electronic file in a proprietary format to pay vendors requesting CTX payments via the ACH. These files are transferred to the Financial Institution who reads the file and translates it to a NACHA compliant CTX format and submits the file on the Contractor's behalf to the ACH.

As stated above, all file transfers to and from the Financial Institution will be executed via a secure, web-based platform provided by the Financial Institution.

Checks-Paid File

Provide paid item files, electronically, for each controlled disbursement account, no later than 7:00 a.m. on the first work day of each calendar month following the close of business for the previous month. To accommodate the Contractor's fiscal year end deadlines with DOE, the checks paid file for September business will be needed by 7:00 a.m. on the first calendar day subsequent to the Contractor's last working day in September, whether or not this falls on a work day. Provide individual files for each controlled disbursement account.

Testing Environment

Provide a test environment for file transfer transactions during implementation and on an on-going basis. During implementation and in the event program changes are made to the Contractor's software, system testing is desirable to the point that data files are passed to and reviewed by the Financial Institution. Provide Magnetic Ink Character Recognition (MICR) document and image quality control services for testing of paper checks as requested by the Contractor on an as-needed basis.

Disaster Recovery

Sufficient disaster recovery plans must be in place to insure uninterrupted service to the Contractor's payees.

Account Reconciliation Services/Information Requirements

Provide, by fax or on-line access, monthly bank statements for all accounts no later than 7:00 a.m. on the first work day of each calendar month following close of business for the previous month. To accommodate the Contractor's fiscal year end deadlines with DOE, statements for the September business will be needed by 7:00 a.m. on the first calendar day subsequent to the Contractor's last working day in September, whether or not this falls on a work day. Official hard copies of the statements should follow in the U.S. mail.

Provide both full and partial reconciliation reports/services for all disbursement accounts.

Provide web accessible reports, on a daily basis, providing the following information for all accounts: summary funding and reconciliation totals of daily account activity; daily and cumulative listing of un-matched checks; stop payments placed, revoked, or rejected; cancels/voids or corrected paid items; and same day and previous day balance reporting.

Check Imaging

Provide real-time, on-line access to paid item images via a web-based product. In addition, file(s) of the paid check images shall be routinely provided to the Contractor on CD-Rom.

Wire Transfers and Drafts

Foreign Drafts

Provide Contractor with in-house method for foreign denominated paper draft preparation and printing.

Wires

Contractor makes extensive use of Domestic FedWire transactions and foreign wire transactions using Society for Worldwide Interbank Financial Telecommunications (SWIFT). Financial Institution will provide on-line service for initiating wire transfers. Also, an alternative (manual) method must be available for processing wire transfers in the event of system problems. Contractor requires capabilities for making international wire transfers in U.S. and/or foreign currency denominations. Provide capability for transacting international wires through correspondent U.S. banks and wire transactions going through multiple foreign banks. Provide same-day clearing of all wire transfers transacted in U.S. currency. Provide real-time foreign exchange rates.

Depository and Cash Services

Depository Services

As described earlier, no deposits are made to any of the government fund accounts with the single exception of the daily draw through ASAP. Any deposits made by the Contractor on behalf of DOE must be credited to the Financial Institution's Treasury General Depository Account. All of the deposits are credited and reported daily on the Treasury's Cashlink Federal Deposit Reporting System. This system arranges for "same day" sweep of these accounts to the Federal Reserve for credit to the Treasury. Compensation for collection float is paid by the Treasury directly to the Financial Institution as a part of the Financial Institution's agency agreement with the Treasury. Therefore, in order to qualify to perform the services in this proposal, the Financial Institution must have entered into a separate agreement with Treasury's FMS, qualifying as a collection agency.

Although most collections for DOE are directed through a Treasury lockbox system (which is not part of this procurement), the Contractor does receive some direct mail and over-the-counter receipts that must be deposited regularly. As described in the paragraph above, these deposits must be credited to the Treasury General Account rather than to the GFA accounts for the Contractor. The current operating procedure calls for the Contractor to make separate deposits to a commercial clearing account which is part of the Financial Institution's sweep system. This account is subjected to electronic analysis to determine number of items deposited and, using American Banker's Association (ABA) Routing & Transit designations, establishes assigned float that is then incorporated into the

Financial Institution's periodic billing to the Treasury's FMS. The Financial Institution is fully compensated for these services by the Treasury through the FMS billing. Therefore, there should not be any analysis charge assessed for these services under this procurement.

In summary of the above, the Financial Institution must be an "approved" depository agency having an established depository agreement with the Treasury's FMS. The Financial Institution must have access to Cashlink and be willing to accept the Treasury's compensation for deposit and processing and float cost as full payment for depository services rendered. Further, the Contractor requires that returned deposit items, other than "no account," "account closed," or "payment stopped," shall be resubmitted one time before being charged back against the Treasury General Account.

Deposit Verification

The Financial Institution must provide for deposit verification and return of validated deposit receipts to the Contractor.

Change Order Services

The Contractor has limited change order requirements in support of miscellaneous employee services. On a weekly basis and based on a pre-determined schedule, the Financial Institution will provide a change order of cash funds as requested by Contractor.

Monthly Analysis Statement

The Financial Institution will provide the Contractor with an account analysis monthly. The account analysis will include the data necessary for the Contractor and/or the DOE finance office to determine that the costs of the services are commensurate with the level of compensation being provided to the Financial Institution, and that the average daily demand account balance is being maintained net positive and as close to zero as administratively possible.

SECTION D- PACKAGING AND MARKING

D-1 Packaging and Marking

Materials, if required, must be packaged in accordance with best domestic commercial practices to assure safe delivery to ORAU/ORISE.

SECTION E - INSPECTION AND ACCEPTANCE

E-1 Inspection and Acceptance

The Technical Contact designated in Section G of this Agreement within seven (7) days after delivery for acceptance MUST accomplish inspection and acceptance of any required deliverables (reports, etc.) under this Agreement. Inspection and acceptance will be at Oak Ridge Associated Universities/Oak Ridge Institute for Science and Education located at 200 Badger Avenue (Lower level Energy Bldg), Oak Ridge, TN 37830.

SECTION F - DELIVERIES OR PERFORMANCE

F-1 Period of Performance/Completion Date

The period of performance of any Agreement awarded as a result of this solicitation, with all its provisions and covenants shall be in effect for a term of 5 years, with an option to extend in the event of an extension to DOE contract no. DE-AC05-06OR23100 with ORAU plus ninety (90) days. Period of performance beginning on the 1st day of July, 2011 and ending on the 30th day of June, 2016

F-2 Place of Delivery – FOB Destination

The seller shall ship all unclassified deliverables, FOB destination (transportation charges prepaid), to the following address:

Oak Ridge Associated Universities
Contract Number 5-26101

Attn.: Wayne Hamilton
1299 Bethel Valley Road
Oak Ridge, TN 37830

SECTION G – AGREEMENT ADMINISTRATION

G-1 Procuring Office Representative

The Contract Specialist for this subcontract is:

Tina K. Kirby
Phone: (865) 576-3051
Fax: (865) 576-9385
E-mail: tina.kirby@orise.orau.gov

or such other person as may later be named. Written communication shall make reference to the subcontract number and be mailed to the Contract Specialist at:

ORAU
Procurement Services, MS-04
P.O. Box 117
Oak Ridge, TN 37831-0117

G-2 Technical Representative

The Technical Representative for this subcontract is:

Wayne Hamilton
Phone: 865-241-6541
E-mail: Wayne.Hamilton@orau.org

or such other person(s) as may later be named.

G-3 Technical Representative's Functions/Limitations

Performance of the work under this subcontract shall be subject to the technical direction of the ORAU/ORISE Technical Representative. The Technical Representative will address technical details and questions within the scope of this subcontract. The Technical Representative is not otherwise authorized to make any representations or commitments of any kind on behalf of the Contract Specialist or the Government. The Technical Representative does not have the authority to alter the Seller's obligations or to change any specifications in the subcontract. If, as a result of technical discussions, it is desirable to alter contract obligations or statements of work, a modification must be issued in writing and signed by the ORAU/ORISE Contract Specialist.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H-1 Type of Subcontract

This contract is a fixed unit rate contract for items and services described in Sections B and C and Attachment J-2, as well as elsewhere in this contract.

H-2 Representations, Certifications and Other Statements Of The Subcontractor

The Financial Institution must submit the forms entitled "Representations and Certifications," and "Schedule of Financial Institution Processing Charges." These forms must be accepted by ORAU/ORISE and the Government and are incorporated herein with the documents in "Section "J" – List of Attachments" as an integral part of this Agreement.

SECTION I - CONTRACT CLAUSES

I-1 Clauses Incorporated By Reference

ORAU Commercial Items Terms and Conditions, Rev. 12 dated 3-10, are hereby incorporated by reference and made a part of this document. ORAU Terms and Conditions may be viewed in full text at the following web site: <http://www.orau.org/about/procurement/proc-current-terms-conditions.htm>

SECTION J – LIST OF ATTACHMENTS

- J-1 Technical Representations and Certifications**
- J-2 Schedule of Financial Institution Processing Charges**
- J-3 Special Financial Institution Account Agreement For Use With The Payments Cleared Financing Arrangement**
- J-4 Covenants**
- J-5 Agreement Signatures**
- J-6 Certificate**
- J-7 Representations and Certifications**
- J-8 Employment Eligibility Verification**

SECTION K - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

K-1 Representations and Certifications

Representations and Certifications document (Attachment J-6) and Technical Representations and Certifications document (Attachment J-1) are provided separately.

SECTION L - PROPOSAL PREPARATION INSTRUCTIONS

L-1 Preparation of Offers

- a. Offeror is expected to examine the entire contents of this solicitation. Failure to do so will be at the offeror's risk.
- b. Offeror shall furnish the information required by the solicitation, sign the offer, and print or type the name on the solicitation form. Erasures or other changes within a proposal must be initialed or signed by the person signing the offer.
- c. Offers must be submitted on the documents contained in the solicitation or on copies of those forms. This requirement includes:
 1. Completing and signing the applicable Representations, Certifications, and Other Statements of Offeror;
 2. Furnishing and signing any other data as may be specifically required by the terms of the solicitation.
- d. The offer must contain all the documents in the solicitation on which the offeror has made an entry. All documents on which the offeror did not make an entry or make a change should be retained by the offeror.
- e. Offers not containing all the properly executed documents described in (b) above will cause the offer to be considered nonresponsive to the solicitation.
- f. Offers must include prices on all items unless the solicitation specifically indicates otherwise. Failure to do so will cause the offer to be considered nonresponsive to the solicitation.

L-2 Submission of Offers

- a. Offers and modifications thereof shall be submitted in a properly addressed sealed envelope or other container. The envelope or container should state (1) that an offer is contained therein; (2) the date and time the offers are due; (3) the solicitation number; (4) the name and address of the Offeror; and (5) the ORAU Contractual point of contact whose name is set forth in the solicitation in G-1.
- b. Facsimile, or other electronic submission of offers will be accepted. Offers may also be modified by letter or facsimile notice, if the notice is received by the time specified for receipt of offers.

L-3 Acknowledgement of Amendments to Solicitations

Offerors shall acknowledge receipt of any amendment to this solicitation by identifying the amendment number and date in the space provided for this purpose on the form for submitting an offer; or (b) by letter, or facsimile. ORAU's failure to receive the acknowledgment by the time specified for receipt of offers may cause the offer to be considered nonresponsive to the solicitation.

L-4 False Statement in Offers

Offers must provide full, accurate, and complete information as required by this solicitation and its attachments. The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

L-5 Explanation to Prospective Offerors

Any prospective offeror desiring an explanation or interpretation of the solicitation, including the drawings, specifications, etc., must request it in writing in sufficient time to allow a reply to reach all prospective offerors before the submission of their offers. Oral explanations or instructions given before the award of the subcontract will not be binding. Any information given to a prospective offeror concerning a solicitation will be furnished promptly to all other

prospective offerors as an amendment of the solicitation, if that information is necessary in submitting offers or if the lack of it would be prejudicial to any other prospective offerors.

L-6 Failure to Submit Offer

Recipients of this solicitation not responding with an offer should not return this solicitation, unless it specifies otherwise. Instead, they should advise ORAU by letter or postcard whether they want to receive future solicitations for similar requirements.

L-7 Nonresponsive Offers

Offers considered by ORAU to be nonresponsive to the solicitation will be rejected.

L-8 Late Submissions, Modifications and Withdrawal of Offers

- a. Any offer received by ORAU after the exact time specified for receipt will not be considered unless it is received before award is made and it –
 1. Was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of bids by the 20th of the month must have been mailed by the 15th);
 2. Was sent by next day express mail or courier service not later than two calendar days before the date specified for receipt of offers; or
 3. Is determined by ORAU that the late receipt was due solely to mishandling by ORAU after its receipt.
- b. Any modification or withdrawal of an offer is subject to the same conditions as in paragraph (a) above
- c. The only acceptable evidence to establish the date of mailing of a late offer, modification, or withdrawal sent either by registered or certified mail is the U.S. or Canadian Postal Service postmark on the wrapper or on the original receipt from the U.S. or Canadian Postal Service. If neither postmark shows a legible date, the bid, modification, or withdrawal shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise place impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of U.S. or Canadian Postal Service on the date of mailing. Therefore, offerors should request the postal clerks to place a hand cancellation bull's-eye postmark on both the receipt and the envelope or wrapper.
- d. The only acceptable evidence to establish the date of express mail/or courier service will be the date shipped mark shown on the bill of lading or shipping receipt.
- e. The only acceptable evidence to establish the time of receipt by ORAU is the time/date stamp of the Procurement Department of ORAU on the offer wrapper or other documentary evidence of receipt maintained by ORAU.
- f. Notwithstanding paragraph (a) above, a late modification of an otherwise successful offer that makes its terms more favorable to ORAU will be considered at any time it is received and may be accepted.
- g. An offer may be withdrawn by written notice, or in person by an offeror or its authorized representative if such request is before the exact time set for receipt of offers. The identity of the person requesting withdrawal shall be established and that person shall sign a receipt for the offer.

L-9 Agreement Award

- a. Award of any resulting Agreement from this solicitation will be to the responsible Subcontractor whose offer, conforming to the solicitation, will be most advantageous to ORAU, price and other factors specified elsewhere in this solicitation considered.

- b. ORAU may reject any and all offers, (other factors considered) and waive informalities or minor irregularities in offers received.
- c. ORAU may award a subcontract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the Subcontractor's best terms from a price and technical standpoint.
- d. In determination of responsibility, the following factors will be considered:
 - (ii) Financial ability to perform the project.
 - (iii) Ability to comply with proposed completion schedule.
 - (iv) Have a satisfactory performance record.
 - (v) Have the necessary people and equipment or the ability to obtain them in order to successfully complete the project.
 - (vi) Be otherwise qualified and eligible to receive an award under applicable laws and standards.
- e. A written award or acceptance of the offer mailed or otherwise furnished to the successful offeror within the time for acceptance of the offer shall result in a binding subcontract without further action by either party.

SECTION M – AWARD CRITERIA

M-1 Award Criteria

Only one award will be made as a result of this Request for Proposal. Award will be made to the offeror that is responsive to the requirements of the solicitation document, and provides, in ORAU's sole determination, the overall best value given price and other qualification factors.

End of Document

TECHNICAL REPRESENTATIONS AND CERTIFICATIONS

The financial institution makes the following technical representations and certifications as part of its bid to Oak Ridge Associated Universities to service a payments cleared financing arrangement. (Check parentheses and complete blanks, as appropriate. All information is necessary.)

1. Financial Institution Fiscal Information

- a. The financial institution is a () national chartered financial institution (X) State chartered financial institution organized and existing in the State of Georgia.
- b. The financial institution (X) maintains () does not maintain an account with a Federal Reserve Bank.
- c. The current (X) Federal (X) State time deposit reserve requirement for the financial institution is 0%.
- d. The financial institution insures each time account for \$ 100,000 under federally approved deposit insurance () Yes (X) No. Deposits are insured by a Government deposit insurance organization approved by the Treasury (a list of approved insurance organizations is attached to this form). If no, explain: **Each entity is insured in aggregate for all of its accounts by the FDIC unlimited.**
- e. The financial institution has direct online access to the Federal Reserve Communications System (FRCS). (X) Yes () No If no, explain:
- f. To receive same-day credit from the Federal Reserve, the financial institution can ascertain the amount of payments cleared net of the amount of any deposits and submit a payment request through the FRCS by 4:00 p.m. Eastern Time.

2. Minority Business Enterprises

Is the financial institution a minority-owned or minority-controlled institution, eligible to participate in the Treasury Minority Bank Deposit Program (MBDP)? () Yes (X) No

Information about eligibility and enrollment in the MBDP program is available on the Treasury website at www.fms.treas.gov.

3. Technical

- a. Does the financial institution currently service and reconcile an account with a payment volume equal to or exceeding the anticipated volume required by the contractor as stated in the "Schedule of Financial Institution Processing Charges"?

Service: (X) Yes () No Reconciliation: (X) Yes () No

- b. What is the highest number of payments serviced and reconciled for a single account?

Service: over 1 Million
Number of Checks

Reconciliation: over 1 Million
Number of Checks

SCHEDULE OF FINANCIAL INSTITUTION PROCESSING CHARGES

ACCOUNT ACTIVITY

	ORAU's Estimated Monthly Quantity	Per Item Cost
1. Account Maintenance		
Account Maintenance Monthly	3	13.00
2. Checks Cleared		
Controlled Disbursement - Checks Paid	828	.10
3. Automated Clearing House (ACH Svcs)		
a. ACH Monthly Maintenance	1	40.00
b. ACH File Transmission, Self	38	8.00
c. Consumer PPD Debits Originated	6,601	.06
d. Corp Credits Orig. CCD, CCD+CTX	0	.13
e. ACH Deletions Batch or File	0	50.00
f. ACH Reversals - Item	2	20.00
g. ACH Fax Page	44	1.00
h. ACH Exception Processing	0	10.00
ACH Return Item	11	5.00
i. ACH NOC Item	7	00.00
k. OTM ACH Batch Processing Fee	11	6.00
l. OTM ACH Addenda Originated	14	0.0150
m. OTM ACH Corp Pymts Credits Orig	16	.13
n. OTM ACH Coll Appl Mthly Fee	1	00.00
o. ACH Fraud Control Monthly Maint	3	30.00
p. AFC Filter Setup / Chg By Client	5	3.00
q. EDI Translated Rpt-Per Item	48	.50
r. EDI Translated Rpt-Faxed Page	48	.50
s. OTM/OLC Maint Fee	1	20.00
t. OTM/OLC Prior Day Serv / PR Month	1	20.00
u. OTM/OLC Prior Day Per AC Maint	8	12.00
v. OTM/OLC Prior Day Per Item Dtl	1,560	.10
w. OTM/OLC Cur Day Serv / Per Mnth	1	10.00
x. OTM/OLC Cur Day Per Acct Maint	1	5.00
y. OTM/OLC Cur Day Per Item Dtl	107	0.0250
z. ACH Service Per Month	1	35.00
4. Wire Transfers		
a. Wire Trsf Monthly Maint / Acct	3	00.00
Draw Down Request	21	7.00
c. W/T Incoming	21	7.00
d. Wire Service / Per Month	1	35.00
e. Intl W/T Out Non-Rep USD OTM	5	27.00

5. Stop Payment Orders		
a. Stop Service / Per Month	1	00.00
b. Stop Payment / Per Stop	6	8.00
6. Preparation of 1031, Request for Credit Transfers		
		See 4-b 7.00
7. Deposits		
Deposits Credited	4	.80
8. Non-cash Items Deposited		
a. Demand Deposit Services - Negative	22	Collected Bal. Prime +3
b. Demand Deposit Services - Electronic	9	Credits .12
c. Demand Deposit Services - Electronic	72	Debits .12
9. Other Services (Explained below)		
a. ZBA Master Account	1	35.00
b. ZBA Sub Account	2	15.00
c. Control Disb / List Post Maint	2	80.00
d. ARP Svcs: Full Recon - Base Fee	2	100.00
e. ARP Svcs: Item Charge	823	.07
f. Positive Pay - Base Fee	2	40.00
g. Positive Pay Mismatch Item	20	6.00
h. ARP Pos Pay Returned Item	1	10.00
i. ARP Auto D/T to Bank / Tran	24	12.00
j. ARP Auto D/T to Bank / RCRD	1,634	0.0150
k. ARP Auto D/T to Client / Tran	1	12.00
l. ARP Auto D/T to Client / RCRD	1,720	0.0150
m. Manual Void - Item Charge	838	.10
n. Payee Name Verification Item	838	0.0350
o. Image Item Retrieval / Per Image	105	.75
Additional fees		
Consumer PPD Credits Originated	April 6211	.13
Credit Reference Manual	April 1	15.00

NOTE: ORAU's monthly estimates listed above are not a guarantee of volume.

Cost of overdraft (if any) is not to be included on this schedule.

* Checks must clear on a remote Bank branch

** On-Line Service - A direct link to the Bank's domestic wire system for wire transfers, ACH transfers, stop payments and other Banking services.

*** Need Direct Deposit Capabilities

**SPECIAL FINANCIAL INSTITUTION ACCOUNT
AGREEMENT FOR USE WITH THE PAYMENTS CLEARED
FINANCING ARRANGEMENT**

Agreement entered into this, 1st day of July, 2011, between the UNITED STATES OF AMERICA, represented by the Department of Energy (hereinafter referred to as "DOE"), and Oak Ridge Associated Universities, a corporation/legal entity existing under the laws of the State of TN (hereinafter referred to as the Contractor) and SunTrust Bank a financial institution corporation existing under the laws of the State of Georgia located at 9950 Kingston Pike Knoxville, TN 37922 (hereinafter referred to as the Financial Institution).

RECITALS

- (a) On the effective date of July, 1, 2011, DOE and ORAU, the Contractor, entered into Agreement(s) No. DE-AC05-00OR23100, or a Supplemental agreement(s) thereto, providing for the transfer of funds on a payments-cleared basis.
- (b) DOE requires that amounts transferred to the Contractor there under be deposited in a special demand deposit account at a financial institution covered by Treasury-approved Government deposit insurance organizations that are identified in I TFM 6-9000.

These special demand deposits must be kept separate from the Contractor's general or other funds, and the parties are agreeable to so depositing said amounts with the Financial Institution.

- (c) The special demand deposit account shall be designated as follows:
- i. Oak Ridge Associated Universities
DOE Contract No. DE-AC05-00OR23100
Master Account
 - ii. Oak Ridge Associated Universities
DOE Contract No. DE-AC05-00OR23100
Operating Account
 - iii. Oak Ridge Associated Universities
DOE Contract No. DE-AC05-00OR23100
Payroll Account

COVENANTS

In consideration of the foregoing, and for other good and valuable considerations, it is agreed that-

1. The Government shall have a title to the credit balance in said account to secure the repayment of all funds transferred to the Contractor, and said title shall be superior to any lien, title, or claim of the financial Institution or others with respect to such accounts.
2. The Financial Institution shall be bound by the provisions of said Agreement(s) between DOE and the Contractor relating to the transfer of funds into the and withdrawal of funds from the above special demand deposit account, which are hereby incorporated into this Agreement by reference, but the Financial Institution shall not be responsible for the application of funds withdrawn from said account. After receipt by the Financial Institution of directions from DOE, the Financial Institution shall act thereon and shall be under no liability to any party hereto for any action taken in accordance with the said written directions. Any written directions received by the Financial Institution from the Government upon DOE stationery and purporting to be signed by, or signed at the written direction of, the Government may, insofar as the rights, duties, and liabilities of the Financial Institution are concerned, be considered as having been properly issued and filed with the Financial Institution by DOE.
3. DOE, or its authorized representatives, shall have access to financial records maintained by the Financial Institution with respect to such special demand deposit account at all reasonable times and for all reasonable purposes, including, but without limitation to, the inspection or copying of such financial records and any or all memoranda, checks, payment requests, correspondence, or documents pertaining thereto. Such financial records shall be preserved by the Financial Institution for a period of 6 years after the final payment under the Agreement.
4. In the event of the service of any writ of attachment, levy of execution, or commencement of garnishment proceedings with respect to the special demand deposit account, the Financial Institution shall promptly notify DOE at:

Department of Energy
Oak Ridge Operations Office
Finance Division
Post Office Box 2001
Oak Ridge, TN 37831-8772

5. DOE shall authority funds that shall remain available to the extent that obligations have been incurred in good faith there under by the Contractor to the Financial Institution for the benefit of the special demand deposit account. The Financial Institution agrees to honor upon presentation for payment all payments issued by the Contractor and to restrict all withdrawals against the funds authorized to an amount sufficient to maintain the average daily balance in the special demand deposit account in a net positive and as close to zero as administratively possible.

The Financial Institution agrees to service the account in this manner based on the requirements and specifications contained in DOE solicitation No. 11-26101 dated May 27, 2011. The Financial Institution agrees that per-item costs, detailed in the form "Schedule of Financial Institution Processing Charges," contained in the Financial Institution's aforesaid bid will remain constant during the term of this Agreement. The Financial Institution shall calculate the monthly fees based on services rendered and invoice the contractor. The contractor shall issue a check or automated clearinghouse authorization transfer to the Financial Institution in payment thereof.

6. The Financial Institution shall post collateral in accordance with 31 CFR 202 with the Federal Reserve bank in an amount equal to the net balances in all of the accounts included in this Agreement (including the noninterest-bearing time deposit account), less the Treasury-approved deposit insurance.
7. This Agreement, with all its provisions and covenants, shall be in effect for a term of 5 (five) years,

beginning on the 1st day of July, 2011, and ending on the 30th day of June, 2016.

8. DOE, the Contractor, or the Financial Institution may terminate this Agreement at any time within the agreement period upon submitting written notification to the other parties 90 days prior to the desired termination date. The specific provisions for operating the account during this 90-day period are contained in Covenant 11.
9. DOE or the Contractor may terminate this Agreement at any time upon 30 days' written notice to the Financial Institution if DOE or the Contractor, or both parties, find that the Financial Institution has failed to substantially perform its obligations under this Agreement or that the Financial Institution is performing its obligation in a manner that precludes administering the program in an effective and efficient manner of that precludes the effective utilization of the Government's cash resources.
10. Notwithstanding the provisions of Covenants 8 and 9, in the event that the Agreement, referenced in Recital (a), between DOE and the Contractor is not renewed or is terminated, this Agreement between DOE, the Contractor, and the Financial Institution shall be terminated automatically upon the delivery of written notice to the Financial Institution.
11. In the event of termination, the Financial Institution agrees to retain the Contractor's special demand deposit account for an additional 90-day period to clear outstanding payment items.

This Agreement shall continue in effect for the 90-day additional period, with exception of the following:

1. Term Agreement (Covenant 7)
2. Termination of Agreement (Covenant 8 and 9)

All terms and conditions of the aforesaid bid submitted by the Financial Institution that are not inconsistent with this 90-day additional term shall remain in effect for this period.

The Financial Institution has submitted the forms entitled "Technical Representations and Certifications" and "Schedule of Financial Institution Processing Charges." These forms have been accepted by the Contractor and the Government and are incorporated herein with the document entitled "Financial Institution's Information on Payments Cleared Financing Arrangement" as an integral part of this Agreement.

IN WITNESS WHEREOF the parties hereto have caused this Agreement, which consists of _____ pages, including the signature pages, to be executed as of the day and year first above written.

June 30, 2011
Date Signed

By Mary Lou Crow
Contracting Officer
Mary Lou Crow 6/30/2011
(Signature of Contracting Officer)

WITNESS

(Typed Name of Witness)

(Signature of Witness)

Note: In the case of a corporation, a witness is not required. Type or print names under all signatures.

Oak Ridge Associated Universities
(Name of Contractor)

By J. Phil Andrews
(Name of Contractor's Representative)

J. Phil Andrews 6/15/11
(Signature of Contractor's Representative)

Vice President and CFO
(Title)

100 ORAU Way, Oak Ridge, TN 37830
(Address)

(Date Signed)

(Name of Witness)

SunTrust Banks, Inc.
(Name of Financial Institution)

Bob Wrather
(Name of Financial Institution Representative)

Bob Wrather
(Signature of Financial Institution Representative)

(Signature of Witness)

Note: In the case of a corporation, a witness is not required. Type or print names under all signatures.

Senior Vice President
(Title)

9950 Kingston Pike, Knoxville, TN 37922
(Address)

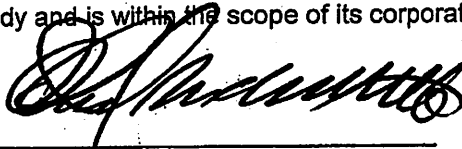
6/16/2011
(Date Signed)

NOTE

The contractor, if a corporation, shall cause the following Certificate to be executed under its corporate seal, provided that the same officer shall not execute both the Agreement and the Certificate.

CERTIFICATE

I, Monnie E. Champion, certify that I am the Secretary of the corporation named as Contractor herein; that J. Phil Andrews, who signed this Agreement on behalf of the Contractor, was then VP and CFO of said corporation and that said Agreement was duly signed for the and in behalf of said corporation by authority of its governing body and is within the scope of its corporate powers.

 6/15/11

(Corporate Seal) (Signature)

Monnie E. Champion 6/16/2011
Secretary

NOTE

Financial Institution, if a corporation, shall cause the following Certificate to be executed under its corporate seal, provided that the same officer shall not execute both the Agreement and the Certificate.

CERTIFICATE

I, Michael Butler, certify that I am the President and CEO of SunTrust Bank Eastern TN and have the authority for the Contractor named herein; that Bob L. Wrather, who signed this Agreement on behalf of the Contractor, was then Senior Vice President of said corporation and that said Agreement was duly signed for the and in behalf of said corporation by authority of its governing body and is within the scope of its corporate powers.


(Corporate Seal) (Signature)

