

**PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS**

**SECTION J - LIST OF ATTACHMENTS**

**APPENDIX F  
SPECIAL FINANCIAL INSTITUTION ACCOUNT AGREEMENT**

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

Agreement entered into this 30<sup>th</sup> day of January, 2006, between the **UNITED STATES OF AMERICA**, represented by the Department of Energy (DOE), and **UT-BATTELLE, LLC**, a limited liability company organized and existing under the laws of the State of Tennessee (Contractor), and **SunTrust Bank, Inc.**, a financial institution organized and existing under the laws of the State of Georgia, located at 7610 Gleason Drive, Knoxville, TN 37919 (Financial Institution).

**RECITALS**

- (a) On the effective date of April 12, 1999, DOE and the Contractor entered into Agreement No. DE-AC05-00OR22725, or a Supplemental Agreement(s) thereto, providing for the transfer of funds on a payments-cleared basis.
- (b) DOE requires that amounts advanced to the Contractor thereunder be deposited in a special demand deposit account at a financial institution covered by the Department of the Treasury-approved Government deposit insurance organizations that are identified in I TFM 6-9000 (see Fig. IX-10).

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 UT-Battelle, LLC, [account title] Account.

**COVENANTS**

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

- (1) The Government shall have title to the credit balance in said account to secure the repayment of all advance payments made to the Contractor, and said title shall be superior to any lien, title, or claim of the Financial Institution 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 deposit and withdrawal of funds in 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into this Agreement by reference, but the Financial Institution shall not be responsible for the application of funds withdrawn from said account.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 the Contractor, on behalf of 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 Contractor acting on behalf of DOE and purporting to be signed by, or signed at the written direction of, the Contractor 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 the Contractor.

- (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 six 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:

U.S. Department of Energy  
Oak Ridge Operations Office  
Post Office Box 2001  
Oak Ridge, Tennessee 37831-8759  
Fax: (865) 241-2549

- (5) DOE shall authorize funds (in the form of a Letter of Credit) that are irrevocable to the extent that obligations have been incurred in good faith thereunder 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 Automated Standard Application for Payments (ASAP) 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.

If documentation furnished by the Financial Institution demonstrates that this withdrawal procedure would be inequitable to DOE or to the Financial Institution, Covenant 5 may be modified upon agreement of all parties concerned. The Financial Institution shall comply with the provisions contained in I TFM 6-2000, which states that payment vouchers (TFS form 5805) ordinarily should not be drawn more frequently than daily or for amounts less than \$5,000 and in no case should they be drawn for more than \$50,000,000 unless otherwise stated in the Letter of Credit. In the event that the balance remaining in the Letter of Credit limitation is not sufficient to cover the checks presented, the Department of the Treasury will, at the specific authorization of DOE, instruct the Federal Reserve Bank to immediately wire a transfer of funds from the Department of the Treasury account to the Financial Institution's account, for the benefit of the Contractor's special demand deposit account, in an amount sufficient to cover the check presented in excess of the available Letter of Credit balance.

The Financial Institution agrees to service the account in this manner based on the requirements and specifications contained in the Contractor's Solicitation No. AGS-08 dated September 22, 2005. The Financial Institution agrees that per-item costs detailed in the form *Schedule of Financial Institution Processing Charges* and contained in the Financial Institution's proposal dated October 26, 2005, 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 clearing house authorization transfer to the Financial Institution in payment thereof.

- (6) The Financial Institution shall post collateral, acceptable under Title 31 CFR 202/Treasury Financial Manual Part 6, Chapter 9000, with the Federal Reserve Bank in an amount equal to the net balances in all of the accounts included in this Agreement, less the Department of the Treasury-approved deposit insurance.
- (7) This Agreement, with all its provisions and covenants, shall be in effect for a term of five years beginning on the 1st day of February, 2006, and ending on the 31st day of January, 2011.
- (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 obligations in a manner that precludes administering the program in an effective and efficient manner or 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. During this 90-day period, DOE shall place on deposit in that account sufficient funds to cover all outstanding checks presented for payment.

During the 90-day period, it is further understood that:

- (a) The Financial Institution shall maintain collateral in an amount sufficient to collateralize the highest balance in the account, less Federal Deposit Insurance Corporation (FDIC) coverage on the accounts, and that no cost of such collateralization shall accrue to the Contractor or DOE.
- (b) All service charges shall be consistent with the amounts reflected in this Agreement as identified in *Schedule of Financial Institution Processing Charges*.
- (c) No charge will be made for any FDIC or other depository insurance assessed.
- (d) All terms and conditions of the Financial Institution's proposal dated October 26, 2005, which are not inconsistent with this 90-day additional term shall remain in effect.

(e) This Agreement shall continue in effect, with exception of the following:

1. Letter of Credit (Covenant 5)
2. The term of this Agreement (Covenant 7)
3. Termination of Agreement (Covenants 8 and 9)

(12) Administration of this Agreement may be transferred, in whole or in part, to DOE or its designee(s) and to the extent of such transfer and notice thereof to the Financial Institution, the Contractor shall have not further responsibilities hereunder.

The Financial Institution has submitted the forms entitled *Technical Representations and Certifications (Jul 2005)*, *Schedule of Financial Institution Processing Charges*, and *Option*. These forms have been accepted by the Contractor and DOE and are incorporated herein with the document entitled *Statement of Work dated July 20, 2005*, as an integral part of this Agreement.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

**THE UNITED STATES OF AMERICA  
U.S. DEPARTMENT OF ENERGY**

BY: Beverly J. Harness  
Beverly J. Harness, Contracting Officer

DATE: 1/30/2006

**UT-BATTELLE, LLC**

BY: Barry R. Miller  
Barry R. Miller, Director, Contracts Division

DATE: 1/4/06

**SUNTRUST BANK, INC.**

BY: Bob L. Whalley

DATE: 1/20/2006

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, \_\_\_\_\_, certify that I am the \_\_\_\_\_ of the corporation named as Contractor herein; that \_\_\_\_\_, who signed this Agreement on behalf of the Contractor, was then \_\_\_\_\_ of said corporation; and that said Agreement was duly signed for and in behalf of said corporation by authority of its governing body and is within the scope of its corporate powers.

\_\_\_\_\_  
(Corporate Seal)(Signature)

NOTE – The 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, Linda K. Larkin, certify that I am the Board Secretary of the corporation named as Financial Institution herein; that BOB L. WRATHER, who signed this Agreement on behalf of the Financial Institution, was then S.V.P. of said corporation; and that said Agreement was duly signed for and in behalf of said corporation by authority of its governing body and is within the scope of its corporate powers.

Linda K. Larkin  
(Corporate Seal)(Signature)

Rec 3/1/2011

**SPECIAL FINANCIAL INSTITUTION ACCOUNT AGREEMENT FOR USE WITH THE  
PAYMENTS-CLEARED FINANCING ARRANGEMENT  
MODIFICATION NO. 1**

Modification entered into this 1<sup>st</sup> day of FEBRUARY, 2011, between the UNITED STATES OF AMERICA, represented by the Department of Energy (DOE), and UT-BATTELLE, LLC, a limited liability company organized and existing under the laws of the State of Tennessee (Contractor), and SunTrust Bank, Inc., a financial institution organized and existing under the laws of the State of Georgia, located at 7610 Gleason Drive, Knoxville, TN 37919 (Financial Institution).

**COVENANTS**

Paragraph (7) is deleted in its entirety and is replaced with the following:

(7) This Agreement, with all its provisions and covenants, shall be in effect for a term beginning on the 1st day of February, 2006, and ending on the 31st day of March, 2011.

IN WITNESS WHEREOF, the parties hereto have caused this Modification to be executed as of the day and year first above written.

**THE UNITED STATES OF AMERICA  
U.S. DEPARTMENT OF ENERGY**

BY: Mark A. Million  
Mark A. Million, Contracting Officer

DATE: 1/31/2011

**UT-BATTELLE, LLC**

BY: Jerome K. Hicks  
Jerome K. Hicks, Director, Contracts

DATE: 1/31/2011

**SUNTRUST BANK, INC.**

BY: Bob Whaltes

DATE: 2-8-2011

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 Modification and the Certificate.

**CERTIFICATE**

I, \_\_\_\_\_, certify that I am the \_\_\_\_\_ of the corporation named as Contractor herein; that \_\_\_\_\_, who signed this Modification on behalf of the Contractor, was then \_\_\_\_\_ of said corporation; and that said Modification was duly signed for and in behalf of said corporation by authority of its governing body and is within the scope of its corporate powers.

\_\_\_\_\_  
(Corporate Seal)(Signature)

NOTE – The 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 Modification and the Certificate.

**CERTIFICATE**

I, Eugene S. Hine, certify that I am the Group Vice President of the corporation named as Financial Institution herein; that Bob Worrather, who signed this Modification on behalf of the Financial Institution, was then Senior Vice President of said corporation; and that said Modification was duly signed for and in behalf of said corporation by authority of its governing body and is within the scope of its corporate powers.

Eugene S. Hine  
(Corporate Seal)(Signature)



Rec 4/6/2011

SPECIAL FINANCIAL INSTITUTION ACCOUNT AGREEMENT FOR USE WITH THE  
PAYMENTS-CLEARED FINANCING ARRANGEMENT  
MODIFICATION NO. 2

Modification entered into this 28<sup>th</sup> day of MARCH, 2011, between the UNITED STATES OF AMERICA, represented by the Department of Energy (DOE), and UT-BATTELLE, LLC, a limited liability company organized and existing under the laws of the State of Tennessee (Contractor), and SunTrust Bank, Inc., a financial institution organized and existing under the laws of the State of Georgia, located at 7610 Gleason Drive, Knoxville, TN 37919 (Financial Institution).

COVENANTS

Paragraph (7) is deleted in its entirety and is replaced with the following:

(7) This Agreement, with all its provisions and covenants, shall be in effect for a term beginning on the 1st day of February, 2006, and ending on the 31st day of March, 2016.

IN WITNESS WHEREOF, the parties hereto have caused this Modification to be executed as of the day and year first above written.

THE UNITED STATES OF AMERICA  
U.S. DEPARTMENT OF ENERGY

BY: Mark A. Million  
Mark A. Million, Contracting Officer

DATE: 3/28/2011

UT-BATTELLE, LLC

BY: Jerome K. Hicks  
Jerome K. Hicks, Director, Contracts

DATE: 3/28/11

SUNTRUST BANK, INC.

BY: Bob Hatcher, S.V.P.

DATE: 4-1-2011

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 Modification and the Certificate.

**CERTIFICATE**

I, \_\_\_\_\_, certify that I am the \_\_\_\_\_ of the corporation named as Contractor herein; that \_\_\_\_\_, who signed this Modification on behalf of the Contractor, was then \_\_\_\_\_ of said corporation; and that said Modification was duly signed for and in behalf of said corporation by authority of its governing body and is within the scope of its corporate powers.

\_\_\_\_\_  
(Corporate Seal)(Signature)

NOTE – The 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 Modification and the Certificate.

**CERTIFICATE**

I, Eugene S. Hine, certify that I am the Strategic Financial Officer of the corporation named as Financial Institution herein; that Bob Alexander, who signed this Modification on behalf of the Financial Institution, was then Senior Vice President of said corporation; and that said Modification was duly signed for and in behalf of said corporation by authority of its governing body and is within the scope of its corporate powers.

  
(Corporate Seal)(Signature)

## STATEMENT OF WORK

July 20, 2005

### **General Requirements**

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; 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.

### **Bank Account Information and Requirements**

Establish and maintain Government Fund Accounts (GFAs) for disbursement activities. At present, five government fund demand deposit accounts are utilized. UT-Battelle, LLC (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 1 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 – General Payables

Disbursements are limited to paper checks issued in satisfaction of general vendor account liabilities. This account is established as a positive pay, controlled disbursement account.

Sub-Account – Worker’s Compensation and General Liability

Disbursements are limited to paper checks issued in payment of liabilities under the Contractor’s Worker’s Compensation Self-Insurance plan. This account is established as a positive pay, controlled disbursement account. Special Note: Check payments for worker’s compensation liabilities are issued by a third-party administrator; therefore, file transfers of issues will be presented to the Financial Institution by this party.

Sub-Account – Payroll Disbursements by Check

Disbursements are limited to paper checks issued in satisfaction of payroll liabilities. This account is established as a positive pay, controlled disbursement account.

Sub-Account – Payroll Disbursements by ACH

Disbursements are limited to ACH payments issued in satisfaction of payroll liabilities.

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), the Contractor is wholly dedicated to the operation and management of the Oak Ridge National Laboratory (ORNL). 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.

Normally, the Financial Institution's daily ASAP draw requirement ranges from \$1 Million to \$8 Million and averages approximately \$4 Million. However, at least once per month, upon issue of the monthly payroll, the draw requirement is approximately \$20 Million. The Financial Institution must have sufficient reserves to cover this 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, EDI, Positive Pay). Unique user identifications and passwords, along with specified authorizations, will be issued for individual personnel as requested by the Contractor.

#### **Positive Pay**

Provide positive pay for all controlled disbursement accounts (currently three accounts as described above). Check issues are processed each business day. An approximate average of 2,000 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 sufficient time to return any unauthorized payments within 48 hours as provided by the Uniform Commercial Code. 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.

#### **Data Mapping Services – OPTIONAL**

Provide data mapping services to convert all input and output data in accordance with specifications as set by the Contractor. Reference the attached document entitled *Contractor's File Layout Specifications*.

**SOLICITATION NO. AGS-08  
LISTING OF ACRONYMS**

ABA	American Banker's Association
ACH	Automated Clearing House
ASAP	Automated Standard Application for Payments
CCD	Cash Concentration or Disbursement
Contractor	UT-Battelle, LLC
CTX	Corporate Trade Exchange
DOE	United States Department of Energy
EDI	Electronic Data Interchange
EFT	Electronic Funds Transfer
FDIC	Federal Deposit Insurance Corporation
FMS	Financial Management Service
FRB	Federal Reserve Bank
FRCS	Federal Reserve Communication System
GFA	Government Fund Account
MICR	Magnetic Ink Character Recognition
NACHA	National Automated Clearing House Association
ORNL	Oak Ridge National Laboratory
PPD	Pre-Arranged Payments and Deposits
SOW	Statement of Work
SWIFT	Society for Worldwide Interbank Financial Telecommunications
Treasury	United States Department of the Treasury

**SOLICITATION NO. AGS-08**  
**TECHNICAL REPRESENTATIONS AND CERTIFICATIONS (Jul 2005)**

The Financial Institution makes the following technical representations and certifications as part of its offer to provide service under 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 (  ) state chartered financial institution organized and existing in the State of Georgia.
- b. The Financial Institution (  ) maintains ( ) does not maintain an account with a Federal Reserve Bank.
- c. The current (  ) Federal ( ) State time deposit reserve requirement for the Financial Institution is 0 %. Normal rate is 10% but waived for UT Battelle.
- d. The Financial Institution (  ) insures ( ) does not insure each time account for \$100,000 under federally approved deposit insurance. Deposits (  ) are ( ) are not insured by a Government deposit insurance organization approved by the Department of the Treasury. Explain negative responses, if any, below.
  
- e. The Financial Institution (  ) has ( ) does not have direct on-line access to the Federal Reserve Communication System (FRCS). Explain negative response, if any, below.
  
- 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 4:30 p.m. Eastern time.

**2. Minority Business Enterprises**

- a. The Financial Institution ( ) operates (  ) does not operate as a minority-owned business enterprise with at least 50 percent ownership by minority group members. (For present purposes, minority group members are Asian Pacific Americans, Black Americans, Hispanic Americans, Indian Tribe, Native Hawaiian Organization, Native American, and Subcontinent Asian American).
- b. The Financial Institution ( ) operates (  ) does not operate as a woman-owned business enterprise with at least 50 percent ownership by women members.

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

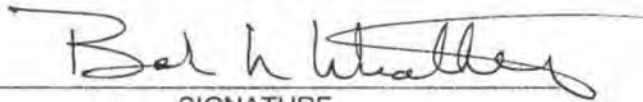
- b. What is the highest number of payments serviced and reconciled for a single account?

Service: Account Reconciliation

Reconciliation: 10,435

Bob L. Wrather

TYPED NAME



SIGNATURE

SunTrust Bank, Inc.

NAME OF FINANCIAL INSTITUTION

October 26, 2005

DATE

CORPORATE SEAL

**SOLICITATION NO. AGS-08**  
**Schedule of Financial Institution Processing Charges**

TMA Code	Services	Contractor's Projected Monthly Quantity	Price Per Unit	Total
<b>DEMAND DEPOSIT SERVICES</b>				
10100	Other Miscellaneous Debits	4	\$ 0.16	\$ 0.64
10000	Account Maintenance – Monthly	9	\$13.00	\$ 117.00
150100	Items Paid	1	\$ 0.16	\$ 0.16
250200	Electronic Debits Posted	71	\$ 0.04	\$ 2.84
250200	Electronic Credits Posted	2	\$ 0.04	\$ 0.08
100220	On-Us Items	1	\$0.085	\$ 0.085
100222	Clearinghouse Items	1	\$0.095	\$ 0.095
100223	Local Fed/In State Fed	1	\$0.115	\$ 0.115
100224	Out Of State Items	1	\$ 0.15	\$ 0.15
10310	Duplicate Statement	5	\$ 2.00	\$ 10.00
<b>CONTROLLED PAYMENT SERVICES</b>				
150120	Control Payments-Check Paid	2163	\$ 0.075	\$162.23
150310	Controlled Payment-Mismatches	1	\$ 2.00	\$ 2.00
150030	Controlled Payment-Mth Maint	3	\$ 60.00	\$180.00
400199	CPR Auto D/T To Bank/Tran	22	\$ 5.00	\$110.00
400199	CPR Auto D/T To Bank/Rcrd	2187	\$ 0.01	\$ 21.87
400199	CPR Auto D/T To Client/Tran	1	\$ 0.00	\$ 0.00
400199	CPR Auto D/T To Client/Rcrd	1	\$ 0.00	\$ 0.00
<b>ZERO BALANCE SERVICES</b>				
10020	ZBA Master Account	1	\$ 10.00	\$ 10.00
10021	ZBA Sub Account	4	\$ 5.00	\$ 20.00
<b>DISBURSEMENT IMAGE SERVICES*</b>				
151350	Check Image-CD Rom Mth Maint	1	\$ 32.00	\$ 32.00
151351	Check Image CD-Rom Item	2184	\$ .035	\$ 76.44
151350	Check Image-Addl CD Mth Maint	1	\$ 50.00	\$ 50.00

**SOLICITATION NO. AGS-08**  
**Schedule of Financial Institution Processing Charges**

<b>WIRE TRANSFER SERVICES</b>			
350000	Wire Trsf Monthly Maint/Acct	2	
			\$ 5.00
			\$ 10.00
350200	W/T Out Rep/Semi (Oper Assist)	1	
			\$ 5.00
			\$ 5.00
350300	W/T Out Non-Rep (Oper Assist)	1	
			\$ 5.00
			\$ 5.00
350560	W/T Incoming	23	
			\$ 5.00
			\$115.00
350560	W/T Tracer/Reversal	1	
			\$ 20.00
			\$ 20.00
350320	Internal Wire Transfer Credit	1	
			\$ 2.50
			\$ 2.50
350530	Priority Processing-Account	1	
			\$ 50.00
			\$ 50.00
350525	Draw Down Request	21	
			\$ 5.00
			\$105.00
350100	W/T Out Rep (OTM PC Wire)	21	
			\$ 5.00
			\$ 5.00
350104	W/T Out Non-Rep (OTM PC Wire)	18	
			\$ 5.00
			\$ 90.00
350120	W/T Internal Rep (OTM PC Wire)	1	
			\$ 1.00
			\$ 1.00
<b>ACH SERVICES*</b>			
250302	ACH Return Item	3	
			\$ 3.00
			\$ 9.00
250632	Excessive C/A Rejects	1	
			\$ 20.00
			\$ 20.00
259999	Calendar Monitoring/Mo	1	
			\$ 20.00
			\$ 20.00
250799	ACH Fax/Page	64	
			\$ 1.00
			\$ 64.00
250629	ACH Deletions	1	
			\$ 10.00
			\$ 10.00
250649	ACH Reversals	1	
			\$ 10.00
			\$ 10.00
250000	ACH Collection Applic Maint	3	
			\$ 7.00
			\$ 21.00
250509	ACH Collection Applic Process	46	
			\$ 5.00
			\$230.00
250101	ACH Credits Orig	14986	
			\$ 0.04
			\$599.44
400199	ACH Auto D/T To Bank/ Tran	26	
			\$ 5.00
			\$130.00
400199	ACH Auto D/T To Bank/Rcrd	12720	
			\$ 0.01
			\$127.20
<b>ACH FRAUD CONTROL SERVICES</b>			
251050	AFC Monthly Maint Account	3	
			\$ 0.00
			\$ 0.00
<b>ARP SERVICES</b>			
400199	ARP Auto D/T To Client/Tran	3	
			\$ 5.00
			\$ 15.00
400199	ARP Auto D/T To Client/Rcrd	4097	
			\$ 0.01
			\$ 40.97
200020	Partial Recon-Base	2	
			\$ 50.00
			\$100.00

**SOLICITATION NO. AGS-08**  
**Schedule of Financial Institution Processing Charges**

<b>ONLINE TREASURY MANAGER*</b>				
400210	IR Maintenance Fee	1	\$ 50.00	\$ 50.00
400002	PD Module Fee/Per Month	1	\$ 10.00	\$ 10.00
400220	PD Acct Maint/Per Acct [1-10]	8	\$ 5.00	\$ 40.00
400221	PD Detail Per Item [1-2500]	432	\$ 0.025	\$ 10.80
400221	PD Detail Per Item [2501-7500]	1	\$ 0.025	\$ 0.025
400223	SD Module Fee/Per Month	1	\$ 10.00	\$ 10.00
400223	SD Acct Maint/Per Acct [1-10]	8	\$ 5.00	\$ 5.00
400005	SD Detail/Per Item [1-1500]	2340	\$ 0.025	\$ 58.50
400005	SD Detail/Per Item [1501-5000]	1	\$ 0.025	\$ 0.025
40000Z	Special Report Module	1	\$ 10.00	\$ 10.00
400005	ACH/Per Acct/Day	1	\$ 1.00	\$ 1.00
400005	CAR Report/Per Acct/Day	1	\$ 1.00	\$ 1.00
400005	CPR Special Report(s)	21	\$ 1.00	\$ 21.00
151719	Stop Module/Per Month	1	\$ 10.00	\$ 10.00
150410	Stop Payment/Per Stop	1	\$ 5.00	\$ 5.00
251100	ACH Module/Per Month	1	\$ 15.00	\$ 15.00
250102	Acct Transfer/Per Transfer	1	\$ 0.25	\$ 0.25
251100	Acct Transfer Module/Per Month	1	\$ 25.00	\$ 25.00
350600	Wire Module/Per Month	1	\$ 15.00	\$ 15.00
151351	Image Acct Maint/Per Acct	1	\$ 0.00	\$ 0.00
151351	Image/Per Retrieval [1-250]	5	\$ 2.50	\$ 12.50
250509	OTM ACH Co App Processed	2	\$ 5.00	\$ 10.00
250101	OTM ACH Credits Originated	3	\$ 0.04	\$ 0.12
250120	OTM ACH Addenda Originated	2	\$ 0.015	\$ 0.03
<b>EDI SERVICES</b>				
300221	EDI Translated Rpt-Faxed Page	19	\$ 1.00	\$ 19.00
300112	EDI Origination Per 1000 Char	433	\$ 0.50	\$216.50
300220	EDI Translated Rpt-per Item	19	\$ 1.00	\$ 19.00
300000	EDI Monthly Maintenance	1	\$100.00	\$100.00
400199	EDI Auto D/T To Bank/Trans	38	\$ 5.00	\$190.00
400199	EDI Auto D/T To Bank/Rcrd	7087	\$ 0.01	\$ 70.87

**SOLICITATION NO. AGS-08**  
**Schedule of Financial Institution Processing Charges**

<b>INTERNATIONAL SERVICES</b>				
350700	Intl W/T Out Non-Rep USD OTM	10	\$ 5.00	\$ 50.00
350700	Intl Outgoing Wire Transfer	7	\$ 10.00	\$ 70.00

<b>CASH VAULT SERVICES</b>				
100154	Cash Vlt Monthly Maint 2-9 Location	1	\$ 35.00	\$ 35.00
100140	Cash Vault Man Order Proc	2	\$ 10.00	\$ 20.00
10014A	Currency Std Ord-Full Strap	1	\$ 0.30	\$ 0.30
100144	Rolled Coin Order/Roll	1	\$ 0.08	\$ 0.08
100148	Curr Std Order-Loose Curr	94	\$ 0.15	\$ 14.10

**TOTAL PROJECTED MONTHLY PRICE** **\$3,715.92**

**\*Changes in 2006 pricing configuration:**

TMA Code	Services	Contractor's Projected Monthly Quantity	Price Per Unit	Total
<b>ACH SERVICES</b>				
250302	ACH Return Items	3	\$ 5.00	\$ 15.00
250632	Excessive C/A Rejects	1	\$ 20.00	\$ 20.00
259999	ACH Calendar Monitoring	1	\$ 20.00	\$ 20.00
250799	ACH Fax Page	64	\$ 1.00	\$ 64.00
250629	ACH Deletions-Item	1	\$ 10.00	\$ 10.00
252106	ACH Deletions Batch or File	1	\$ 6.00	\$ 6.00
250649	ACH Reversals-Item	1	\$ 10.00	\$ 10.00
254106	ACH Reversals Batch or File	1	\$ 6.00	\$ 6.00
250000	ACH Monthly Maintenance	3	\$ 10.00	\$ 30.00
250101	ACH File Trans Self Orig	46	\$ 10.00	\$ 460.00
250101	ACH Consumer PPD Credits Orig	14986	\$ 0.04	\$ 599.44
250601	Corp Credits Orig CCD, CCD+, CTX	0	\$ 0.04	\$ 0.00
<b>DISBURSEMENT IMAGE SERVICES</b>				
151350	Ck Image Extra Copy/Month	1	\$ 35.00	\$ 35.00
151353	CD Rom Image Service	1	\$ 30.00	\$ 30.00



151351	CD Rom Images Per Item	2184	\$ 0.0425	\$ 92.82
	<b>ONLINE TREASURY MANAGER</b>			
400210	Info Rptg Maint. Fee	1	\$ 50.00	\$ 50.00
400002	PD Service/Per Month	1	\$ 10.00	\$ 10.00
	PD Acct Maint/Per Acct	8	\$ 5.00	\$ 40.00
	PD Detail/Per Item [1-2500]	432	\$ 0.025	\$ 10.80
	PD Detail/Per Item [2501-7500]	1	\$ 0.025	\$ 0.025
400005	SD Service/Per Month	1	\$ 10.00	\$ 10.00
	SD Acct Maint/Per Acct	8	\$ 5.00	\$ 5.00
	SD Detail/Per Item [1-1500]	1500	\$ 0.025	\$ 37.50
	SD Detail/Per Item [1501-5000]	840	\$ 0.025	\$ 21.00
40000Z	Special Rpt Service/Per Month	1	\$ 10.00	\$ 10.00
400005	ACH-EDI Report/Per Day	1	\$ 1.00	\$ 1.00
400005	Car Report/Per Day	1	\$ 1.00	\$ 1.00
400005	CPR-Report(s)/Per Day	21	\$ 1.00	\$ 21.00
151710	Stop Service/Per Month	1	\$ 10.00	\$ 10.00
150410	Stop Payment/Per Stop	1	\$ 5.00	\$ 5.00
251100	ACH Service/Per Month	1	\$ 15.00	\$ 15.00
250102	Acct Transfer/Per Transfer	1	\$ 1.00	\$ 1.00
251100	Acct Trans Service/Per Month	1	\$ 0.00	\$ 0.00
350600	Wire Service/Per Month	1	\$ 15.00	\$ 15.00
151350	Image Acct Maint/Per Mo	1	\$ 0.00	\$ 0.00
	Image-Per Retrieval [1-50]	5	\$ 0.75	\$ 3.75
	Image-Per Retrieval [51+]	0	\$ 0.50	\$ 0.00
250509	OTM ACH Batch Processing	2	\$ 5.00	\$ 5.00
250101	OTM Consumer PPD Credits Orig	0	\$ 0.04	\$ 0.00
250120	OTM ACH Addenda Originated	2	\$ 0.0150	\$ 0.03
250101	OTM ACH Corp Credits Orig	3	\$ 0.04	\$ 0.12

Bob Wrather  
TYPED NAME

  
SIGNATURE

SunTrust Bank, Inc.  
NAME OF FINANCIAL INSTITUTION

October 26, 2006  
DATE

CORPORATE SEAL

SOLICITATION NO. AGS-08  
OPTION

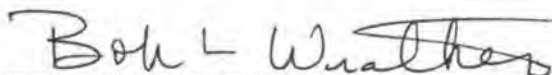
The Contractor shall have the option to purchase the services described below:

Option No.:	1
Description:	Map data to Contractor-designated file formats
Total Price:	\$ <u>150.00</u> per hour of service used
Completion Date:	To be completed within 60 calendar days from date of Option exercise

In the event the Contractor does not exercise the above option at the time of award of the Special Financial Institution Account Agreement for Use with the Payments-Cleared Financing Arrangement, or any other date mutually agreed to, the Financial Institution shall be relieved of its obligation to perform these services.

Bob L. Wrather

TYPED NAME



SIGNATURE

SunTrust Bank, Inc.

NAME OF FINANCIAL INSTITUTION

October 26, 2005

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CORPORATE SEAL

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