

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J – LIST OF ATTACHMENTS

APPENDIX F

SPECIAL INSTITUTION ACCOUNT AGREEMENT

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

Agreement entered into this 1st day of April, 2016 among the UNITED STATES of AMERICA, represented by the Department of Energy (hereinafter referred to as "DOE"), and UT-Battelle, LLC, a limited liability company existing under the laws of the State of Tennessee, (hereinafter referred to as the "Contractor") and SunTrust Bank, a banking corporation existing under the laws of the State of Georgia, with regional offices located at 9950 Kingston Pike, Knoxville, Tennessee (hereinafter referred to as the "Financial Institution").

RECITALS

1. On the effective date of April 12, 1999, DOE and the Contractor entered into Contract No. DE-AC05-00OR22725 (hereinafter referred to as the "Contract,") providing for the transfer of funds on a payments-cleared basis.
2. DOE requires that amounts transferred to the Contractor thereunder be deposited in a special demand deposit account at an institution covered by U.S. Department of the 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.
3. The special demand deposit account shall be designated "UT-Battelle, LLC Operating." All ancillary accounts shall be designated the same, but having separate number followed by a sub-title denoting its specific purpose as in: "UT-Battelle, LLC Operating #2, Payroll", etc.

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 Contract between DOE and the Contractor relating to the transfer of funds into 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 Institution are concerned, be considered as having been properly issued and filed with the 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 according to its standard document retention policies which comply with applicable regulations.

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:

Mark A. Million, Contracting Officer
U. S. Department of Energy
Oak Ridge Operations Office
Post Office Box 2001
Oak Ridge, TN 37831
Fax: (865)241-2549

5. DOE shall authorize funds that shall remain available 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 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 (i) Contractor's prior solicitation dated September 22, 2005, attached hereto as **Exhibit 1**; (ii) the Financial Institution's bid in response to such solicitation dated October 26, 2005, attached hereto as **Exhibit 2** (the parties acknowledging that the pricing contained in such Proposal is superseded by the pricing contained in **Exhibit 4** hereto, and that certain outdated operational or technical details listed in the Solicitation and the Proposal have been replaced over time by mutual agreement of the parties, either explicitly or by way of accepted practice); and (iii) the Treasury Management Master Agreement executed by Contractor dated May 23, 2012 (as amended), attached hereto as **Exhibit 3**. The Treasury Management Master Agreement is hereby amended such that the reference in Section 2 to the prior Special Financial Institution Account Agreement will be deleted and replaced with a reference to this current Agreement. The Financial Institution agrees that per-item costs, detailed in the form "Schedule of Financial Institution Processing Charges" attached hereto as **Exhibit 4**, will remain constant during the term of this Agreement, including the two 1-year option periods. 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.

If, for reasons beyond the Financial Institution's control, the Financial Institution does not receive or reasonably anticipates not receiving same-day reimbursement of the daily funding draw as contemplated in this Agreement, or if the Financial Institution is otherwise notified by the Contracting Officer that funding is not available for reimbursement or payment, the Financial Institution is authorized to withhold distributing payment until confirmation from the Contracting Officer is received that funding is available to cover the required payments.

6. The Financial Institution shall post collateral in accordance with 31 CFR part 202 with the Federal Reserve Bank in an amount equal to the net balances in all the accounts included in this Agreement, less the Treasury-approved deposit insurance.

7. This Agreement, with all its provisions and covenants, shall be in effect for a term of three (3) years, beginning on the first (1st) day of April, 2016, and ending on the thirty-first (31st) day of March, 2019. Contained within this agreement are two (2) additional one (1) year options to extend the Agreement. Contractor may exercise the first option by giving the Financial Institution written notice no later than January 31, 2019. If Contractor exercises that option, it may exercise the second option by giving the Financial Institution written notice no later than January 31, 2020.

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 Contract, referenced in Recital (1) between DOE and the Contractor is not renewed or is terminated, this Agreement among DOE, the Contractor, and the Financial Institution shall be terminated automatically upon the delivery of written notice to the Financial Institution. Thereafter, a subsequent agreement based upon this Agreement, may be entered into between DOE, the new "replacement" contractor, and the Financial Institution to continue the original term of this Agreement if all parties to this Agreement, including the "terminating" contractor, agree.

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 for clearance of outstanding payment items. This Agreement shall continue in effect for the 90-day additional period, with the exception of the following:

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

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

The following exhibits are attached hereto and incorporated herein:

- Exhibit 1: UT-Battelle, LLC Solicitation No. AGS-08, dated September 22, 2005
- Exhibit 2: SunTrust Proposal in response to Solicitation No. AGS-08, dated October 26, 2005
- Exhibit 3: Treasury Management Master Agreement dated May 23, 2012
- Exhibit 4: Schedule of Financial Institution Processing Charges
- Exhibit 5: Service Glossary dated January 15, 2016

IN WITNESS WHEREOF the parties hereto have caused this Agreement, which consists of four (4) pages, including the signature pages but excluding Exhibits, to be executed as of the day and year first above written.

By:

Mark A. Million

Mark A. Million, Contracting Officer
U. S. Department of Energy
Oak Ridge Operations Office
Post Office Box 2001
Oak Ridge, TN 37831

3/24/16

Date Signed

WITNESS

Name of Witness

Patrick H. Lewis

By:

UT-Battelle, LLC.

D. LeAnne Stribley

D. LeAnne Stribley
Acquisition Management Services

3/11/2016

Date Signed

Name of Witness

Jim Vaughan

By:

SunTrust Bank

Eric M. Anderson

Eric M. Anderson / First Vice President

Print Name and Title

9950 Kingston Pike

Knoxville, TN 37922

Address

3/30/16

Date Signed

OAK RIDGE NATIONAL LABORATORY

MANAGED BY UT-BATTELLE FOR THE DEPARTMENT OF ENERGY

P.O. Box 2008
Oak Ridge, TN 37831-6293
(865) 576-1552
INTERNET: shillingsag@ornl.gov

September 22, 2005

CLOSING DATE: October 21, 2005

TO: ALL POTENTIAL OFFERORS

Solicitation No. **AGS-08**

UT-Battelle, LLC (Contractor), acting under its Prime Contract No. DE-AC05-00OR22725 with the United States Department of Energy (DOE), invites you to submit a proposal to provide *off-site* services for the Contractor's primary government account operation under a payments-cleared financing arrangement in accordance with the attached *Statement of Work (SOW)* dated *July 20, 2005*.

Please submit **one original and seven copies** of your proposal **on or before 12:00 p.m. (noon), local time, on the closing date identified above.** All proposals must be labeled. Labels shall be marked as either *Part A – Technical Proposal* or *Part B –Business Proposal* and shall identify your organization and the Solicitation number. **Proposals submitted by facsimile will not be accepted.**

If you do not intend to submit a proposal, a prompt negative response in writing addressing why your organization elected not to respond would be appreciated.

Address your proposal and all questions concerning this request to:

Oak Ridge National Laboratory
Attn: Angela G. Shillings, Subcontract Administrator
Post Office Box 2008
Bldg. 1060COM, MS 6293
Oak Ridge, Tennessee 37831

Telephone: (865) 576-1552
E-mail: shillingsag@ornl.gov

For personal or overnight mail delivery the address is Angela G. Shillings, Oak Ridge National Laboratory, 1060 Commerce Park Drive, Room No. 257, Oak Ridge, Tennessee 37830.

I GENERAL INFORMATION

A Pre-Proposal Conference

We will hold a Pre-Proposal Conference on October 5, 2005, at the Auditorium (Room 176) in Building 1060 at Commerce Park. **All potential Proposers are**

highly encouraged to attend. We will begin at 10:00 a.m., and we expect to be completed by 12:00 p.m.

At the conference, we will discuss our requirements and allow question-and-answer periods.

A listing of the individuals who will attend the conference should be e-mailed to the Subcontract Administrator at shillingsag@ornl.gov **no later than 12:00 p.m., local time, on September 29, 2005.** The following must be provided for each:

- a. Full name
- b. Employer
- c. Position title
- d. Date of birth
- e. Social Security Number
- f. Gender
- g. Country of citizenship

You may also include in the e-mail any questions that you may have regarding this Solicitation. We will answer your questions during the conference. Questions raised for the first time at the conference will be answered to the extent possible. Written answers to all questions considered at the conference will be posted on the Solicitation web site.

B Questions

If after the Pre-Proposal Conference your organization has any additional questions concerning this Solicitation, they should be submitted to the Subcontract Administrator via e-mail at shillingsag@ornl.gov **on or before 12:00 p.m., local time, on October 7, 2005.** No requests made via telephone will be accepted. Written answers to questions will be posted on the Solicitation web site as soon as they are available.

C Form of Agreement

It is anticipated that one Special Financial Institution Account Agreement for Use with the Payments-Cleared Financing Arrangement will be awarded to support Contractor requirements. A *Draft Agreement* is attached.

II QUALIFICATION CRITERIA

We will evaluate your proposal only if you demonstrate in your transmittal letter that you meet the following criteria:

1. Possess positive pay service capabilities for controlled disbursement accounts.
2. Possess direct on-line access to the Federal Reserve Communication System (FRCS) to make on-line requests for funds.
3. Maintain an account with the Federal Reserve Bank (FRB).

4. Accept all National Automated Clearing House Association (NACHA) Operating Rules and Procedures.
5. Capable of providing foreign denomination drafts and completing foreign denomination transactions using Society for Worldwide Interbank Financial Telecommunications (SWIFT).
6. Able to provide, at no cost, the appropriate deposit insurance and post collateral in accordance with Department of the Treasury regulations governing securing of Government accounts.
7. Able to provide electronic transmission of paid check detail for all accounts on a monthly basis and no later than 7:00 a.m. on the first workday of the calendar month following the close of business for the previous month.
8. Able to provide monthly bank statements no later than 7:00 a.m. on the first workday of the calendar month following the close of business for the previous month.

III EVALUATION CRITERIA

We will evaluate proposals using the following weighted criteria:

<u>Criteria</u>	<u>Maximum Points</u>
<u>Total Price</u> Total proposed price of Processing Charges for the five-year duration of the Agreement, plus price for Option services, plus any additional prices/costs proposed by the Financial Institution	400
<u>Organizational Experience/Approach</u> Demonstrated technical qualifications in pertinent areas of expertise as identified in the SOW and proposed organizational approach to the project.	400
<u>Past Performance</u> Demonstrated past performance relative to the specific requirements.	100
<u>Qualifications and Availability of Key Personnel</u> Qualifications and availability of Key Personnel	100
SUBTOTAL	1000

Bonus Point Criterion

Ability to allow Contractor to remain on the cutting edge of technology in order to promote efficiencies, economies, and fraud risk reduction. Provide a brief description of services or changes currently in place, under development, or being considered. 100

TOTAL **1100**

IV BASIS OF AWARD

Final scoring of the proposals will be as follows:

The highest-ranked technical proposal will be awarded all available technical points. The scores for the other acceptable technical proposals will be determined by multiplying the available technical points by a fraction, the numerator of which is the number of technical points awarded the proposal by the Evaluation Team and the denominator of which is the number of technical points awarded by the Evaluation Team to the highest-ranked technical proposal. For example, if 600 technical points are available and the highest-ranked technical evaluation by the Evaluation Team is 500, this proposal will be awarded all 600 technical points. A technical proposal evaluated at 400 by the Evaluation Team will be awarded four-fifths, or 480, of the available 600 points.

The lowest-price technically acceptable proposal will be awarded all available price points. The price points awarded to other proposals will be determined by multiplying the available price points by a fraction, the numerator of which is the lowest-priced technically acceptable proposal and the denominator of which is the price of the proposal in question. For example, if 400 price points are available and the lowest-priced technically acceptable proposal is \$250,000, this proposal will be awarded all 400 price points. A technically acceptable proposal of \$300,000 will be awarded five-sixths ($\$250,000 \div \$300,000$), or 333, of the 400 points.

We will also evaluate the realism of your proposed cost/price and determine the total probable and all encompassing cost to us of your performance of the Agreement.

We may solicit information concerning your past performance and use it in our evaluation.

V EVALUATION OF OPTION AND OTHER COSTS

The Contractor shall have the option to purchase the services described in the attached document entitled *Option*.

It should be understood by the Financial Institution that the Contractor may not exercise any or all options that are not included in the base award. The award may be made by the Contractor for the initial quantity only. It is important that the foregoing be considered by the Financial Institution in preparing and submitting separate prices for the initial order quantity and for each individual option.

Proposals will be evaluated for purposes of award by adding the total price for the option quantity to the total price for the initial quantity. Evaluation of the option will not obligate the Contractor to exercise the option.

For evaluation purposes, if you do not elect to perform the option services, we will add to your total proposed price the Contractor's estimated cost for performing these services in-house. If you elect to perform the option services and your proposed option price exceeds the Contractor's estimated cost for performing the services, we will adjust (lower) your option price to the Contractor's estimated cost for performing these services. [In this case, at the time of award, the Contractor will not exercise the option but will perform the option services itself.]

Any additional costs/charges proposed by the Financial Institution will also be added.

VI PROPOSAL FORMAT

A Part A – Technical Proposal

Your *Technical Proposal* shall be in the following format and shall not exceed 50 pages (double-spaced, 8½" x 11"), excluding the Appendix:

- 1 The proposal should be specific and complete and should demonstrate a thorough understanding of the requirements of the SOW and proposed Agreement.
- 2 Authorized Representatives
 - a. Identify the names, street addresses, telephone numbers, facsimile numbers, and e-mail addresses of persons authorized to act as your representatives.
 - b. The proposal must be signed by an official authorized to bind your organization and must be accompanied by a statement to the effect that the proposal is firm for a period of no less than 180 calendar days after the closing date for receipt of proposals.
- 3 Organizational Experience/Approach

Provide a brief description of your organization. Demonstrate your understanding of the SOW requirements including the payments-cleared financing arrangement. Discuss your proposed organizational approach for providing the services specified in the SOW.

For each requirement in the SOW (Bank Account Information and Requirements, In-house Check Generation, On Line Communication and Processing, Positive Pay, Stop-Payment Processing, Electronic File Transfer/EDI Services, Checks-Paid File, Testing Environment, Disaster Recovery, Account Reconciliation Services/Information Requirements, Check Imaging, Wire Transfers and Drafts, Depository and Cash Services, and Monthly Analysis Statement), provide a response that describes the following:

1. Ability to perform the requirement
2. Procedural methods for performing the requirement
3. System Technology (availability and capabilities)
4. Cut-off requirements impacting the Contractor

In addition to providing the general information requested above for each requirement, ensure that your response includes adequate information to address the specific issues and/or questions below.

Bank Account Information and Requirements:

1. Describe any problems with timely processing of zero-balance accounts in order to meet the 5:45 p.m. Eastern time deadline with the U. S. Department of the Treasury (Treasury) (for same-day credit of the daily draw down).
2. Describe any problems with the intraday float to cover items presented pending reimbursement from the Treasury.
3. Do you use Federal Reserve Payor Services?
 - For first presentment?
 - For second presentment?
 - Does the information include rejected/damaged (low speed) items?

In-house check generation:

1. Describe any requirements or restrictions you place on customers that print their own paper checks on blank check stock.
2. Describe any special considerations for paper checks printed by the Contractor and presented to you on the same day since the positive pay file recording the issuance of the check will not be received by you until the day after the check has been issued.

Positive Pay:

1. Describe any problems and their solutions created by sending data for multiple accounts in one file.
2. Describe any problems and their solutions created by the need to process multiple files in one business day.
3. Describe any problems and solutions created by sending positive pay data for the previous day (e.g., a check is written 5/1/2005 and hand-carried to the vendor, who immediately presents it for payment to you. The positive pay record of the issue will not be sent to you until 5/2/2005).
4. Describe the processing schedule and any time constraints for positive pay on your system.
5. Describe how you will verify the completeness and accuracy of the data transfer.
6. Describe how you will resolve any questions regarding the completeness and accuracy of the data transfer.
7. Describe how and when non-matching items are resolved.

Stop-Payment Processing:

1. Describe any time constraints with issuing stop payments.

Electronic File Transfer/EDI (Electronic Data Interchange) Services

Cash Concentration or Disbursement (CCD)/Pre-Arranged Payments and Deposits (PPD) Payments:

1. Describe any problems and solutions created by sending data for CCD and PPD payments on the same account in one file.
2. Describe any problems and solutions created by sending data for CCD and PPD payments on multiple accounts in one file.
3. Describe any problems and solutions created by the need to process multiple CCD/PPD payment files per day.
4. Describe the processing schedule and any time constraints for having CCD/PPD files to you for processing.
5. Describe how you will verify the completeness and accuracy of the data transfer.
6. Describe how and when the Contractor is notified of returned items.
7. Describe how and when returned items are resolved.
8. Describe your requirements relating to issuing pre-notes prior to issuing payments.

Corporate Trade Exchange (CTX) Payments:

1. Describe the version of CTX translator you currently use.
2. Describe any problems and their solutions created by the need to process multiple CTX payment files per day.
3. Describe the processing schedule and any time constraints for having CTX files to you for processing.
4. Describe how you will verify the completeness and accuracy of the data transfer.
5. Describe how and when the Contractor is notified of returned items.
6. Describe how and when returned items are resolved.
7. Describe your requirements relating to issuing pre-notes prior to issuing payments.

Electronic File Transfer Methods:

1. Describe the minimum hardware platform requirements for the Contractor.
2. Describe the minimum software platform requirements for the Contractor.
3. Describe the security features of the transfer method.
4. How long have you used this transfer method?
5. Describe customer usage and reliability of this transfer method.
6. Describe the backup transfer method should the preferred method fail or be unavailable.

Checks-Paid File:

1. State your schedule of availability for providing the paid items files on the first workday of each month, by 7:00 a.m. Eastern time, for the previous month.

Testing Environment:

1. Describe the provisions you have for a test environment as it relates to positive pay, Automated Clearing House (ACH) payments, CTX translation, and account reconciliation.
2. Describe the availability of this test environment.

Disaster Recovery:

1. Give an overview of your disaster recovery plan given the scenario where:
 - a. local branch becomes unavailable (i.e., in the event of fire, natural disaster, or other unanticipated event)
 - b. your on-line communication system(s) become unavailable for inquiry and/or processing needs
 - c. your main processing facility becomes unavailable.
2. If Contractor's file transfer capabilities became interrupted, would we be able to hand-carry a CD, containing any files due to be transferred, to your local branch to be input to your system?

Account Reconciliation Services/Information Requirements:

1. Describe your method and schedule of availability for providing bank statements on the first workday of each month, by 7:00 a.m. Eastern time, for the previous month.

Check Imaging:

1. Describe the types of paid check image processing available through you.
2. Describe the various methods of requesting/generating a printed image.
3. Describe the retention period(s) for paid check images.
4. Describe any hardware and/or software necessary to retrieve, review, and generate a print image of a paid check from the electronic file.
5. Describe CD-Rom imaging formats and accessibility requirements.

Wire Transfers and Drafts:

1. Describe the method for initiating domestic fedwires, international wires, and foreign-denominated paper drafts.
2. Provide your opening hours and the cut-off times for initiating wire transfers to ensure same-day credit.
3. Describe your process for approving and canceling wire transfers.
4. Describe your procedure and time frames for modifying outgoing wires.

Depository and Cash Services:

1. Are you an approved depository agency having an established depository agreement with the Treasury's Financial Management System (FMS)?
2. Do you have established access to *CashLink*?
3. Are you willing to perform the depository requirements outlined in the SOW without additional compensation through the resultant Agreement (acceptance of compensation in full through Treasury Agreement)?
4. Describe any requirements you may have related to depository services.

Data Mapping Plan (Optional Services):
Provide your proposed Data Mapping Plan.

(1) If you elect to propose on these optional services at no additional charge to the Contractor, discuss your proposed approach for mapping the data to a Contractor-designated file format. Identify any information that the Contractor must provide to you and the timeframe necessary for providing this information; or

(2) If you elect to propose on these optional services at an additional charge to the Contractor, provide your file format and discuss your proposed approach for mapping the data to a Contractor-designated file format. Identify any information that the Contractor must provide to you and the timeframe necessary for providing this information; or

(3) If you elect not to propose on these optional services, provide your file format and identify any additional information necessary for the Contractor to perform the data mapping.

Implementation Plan and Schedule:

Provide your proposed Implementation Plan and Schedule. At a minimum, identify detailed activities to be performed, start and finish dates for the activities, milestones, testing, and the proposed "go live" date.

OPTIONAL: You may provide any additional information that you deem necessary for the complete and accurate evaluation of your proposal.

4 Past Performance

Describe your experience in providing the services identified in the SOW. Describe your experience with the payments-cleared financing method.

Identify up to five clients for which you have provided similar services. Include client's name, address, point of contact (name and telephone number), and volume (average number of monthly transactions and dollar value).

5 Qualifications and Availability of Key Personnel

Describe the qualifications and experience of the proposed Key Personnel. Provide the names, physical locations, and contact information (mailing address, telephone number, fax number, and e-mail address) for the Key Personnel. At a minimum, Key Personnel shall include: (1) the person(s) who will serve as the Contractor's point of contact for the day-to-day activities to be performed and (2) the Project Manager(s) (member of Financial Institution's management) who will be responsible for the overall management and administration of the services to be performed and who possesses the authority to assign personnel, as appropriate, to ensure the successful performance of the services. Identify backups/alternates for each Key Person proposed.

Discuss how the Key Personnel as well as the backups/alternates will be made available to support the SOW requirements.

6 Bonus Point Criterion

Discuss your ability to allow the Contractor to remain on the cutting edge of technology in order to promote efficiencies, economies, and fraud risk reduction. Provide a brief description of services or changes currently in place, under development, or being considered.

7 Appendix

Provide current resumes for proposed Key Personnel.

B Part B –Business Proposal

Your *Business Proposal* shall be in the following format:

- 1 Executed and signed copy of the attached document entitled *Technical Representations and Certifications (Jul 2005)*.
- 2 Executed and signed copy of the attached document entitled *Schedule of Financial Institution Processing Charges*.
- 3 Executed and signed copy of the attached document entitled *Option*. If the Financial Institution is unwilling to perform this optional service, provide a statement to that effect.
- 4 A description of any additional fees, charges, transition costs, etc., to be charged the Contractor, their dollar value, and the frequency of their occurrence (one-time, monthly, per transaction, etc.). If no additional charges will be billed to the Contractor, provide a statement to that effect.
- 5 Any exceptions taken to the proposed Agreement, including the SOW. Failure to take exception will constitute acceptance.

VII AGREEMENT AWARD

We may award the Agreement without discussion of your proposal. Therefore, you should submit your proposal on the best technical and price terms that you can.

VIII PROPOSAL EXPENSES AND PRE-AWARD COSTS

This Solicitation does not commit us to pay for any costs incurred in the preparation and submission of a proposal or for any other costs incurred prior to the execution of an Agreement.

IX ACKNOWLEDGEMENT OF AMENDMENTS

If this Solicitation is amended, you must acknowledge receipt of the Amendments (by number and date) in your transmittal letter.

NOTE: Any and all Amendments will be posted on the Solicitation web site.

Sincerely,

Angela G. Shillings
Subcontract Administrator
Contracts

AGS/ags

Attachments:

1. Statement of Work dated July 20, 2005
2. Technical Representations and Certifications (Jul 2005)
3. Schedule of Financial Institution Processing Charges
4. Option
5. Draft Agreement
6. Listing of Acronyms
7. Contractor's File Layout Specifications

c: File - RC - AGS

SOLICITATION NO. AGS-08
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 I 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
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 _____.
- 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 _____%.
- 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 _____ 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: () Yes () No

Reconciliation: () Yes () No

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

Service: _____

Reconciliation: _____

TYPED NAME

SIGNATURE

NAME OF FINANCIAL INSTITUTION

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:	\$_____
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.

TYPED NAME

SIGNATURE

NAME OF FINANCIAL INSTITUTION

DATE

CORPORATE SEAL

SOLICITATION NO. AGS-08
DRAFT SPECIAL FINANCIAL INSTITUTION ACCOUNT AGREEMENT FOR USE WITH THE
PAYMENTS-CLEARED FINANCING ARRANGEMENT

Agreement entered into this _____ day of _____, _____, 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 _____, a financial institution corporation existing under the laws of the State of _____, located at _____ (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. _____ dated _____. 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 _____, 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 ____ day of _____, _____, and ending on the ____ day of _____, _____.
- (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 _____, 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 no 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: _____

DATE: _____

UT-BATTELLE, LLC

BY: _____

DATE: _____

[TO BE DETERMINED]

BY: _____

DATE: _____

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, _____, certify that I am the _____ of the corporation named as Financial Institution herein; that _____, who signed this Agreement on behalf of the Financial Institution, 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)

**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
Closing Date October 26, 2005

Part A – Technical Proposal

Oak Ridge National Laboratory
ATTN: Ms. Kathy Collins
P.O. Box 2008
Bldg. 1060COM, MS 6293
Oak Ridge, TN 37831

Bob L. Wrather
Senior Vice President
SunTrust Bank, Inc.
7610 Gleason Drive
Knoxville, TN 37919

OAK RIDGE NATIONAL LABORATORY

The logo for Oak Ridge National Laboratory features a stylized, shaded mountain range graphic above the text "OAK RIDGE NATIONAL LABORATORY" in a bold, serif font.

SUNTRUST

October 26, 2005

Ms. Kathy Collins
Oak Ridge National Laboratory
P.O. Box 2008
Bldg. 1060COM, MS 6293
Oak Ridge, TN 37831

Dear Ms. Collins:

SunTrust Bank appreciates the opportunity to present the enclosed banking services proposal in response to your Solicitation No. AGS-08 dated September 22, 2005, including Amendment No. 1 dated October 4, 2005 and Amendment No. 2 dated October 18, 2005, which changes the closing date to October 26, 2005. The services and prices quoted within will remain valid for 180 calendar days subsequent to the closing date of October 26, 2005, and thereafter in accordance with any resulting contract between SunTrust Bank, Inc. and UT-Battelle, LLC.

SunTrust Bank, Inc. is our complete and legal name and our Federal Employer Identification Number (EIN) is 58-0466330.

SunTrust Bank, Inc. meets the following criteria:

1. Possess positive pay service capabilities for controlled disbursement accounts.
2. Possess direct on-line access to the Federal Reserve Communication System (FRCS) to make on-line request for funds.
3. Maintain an account with the Federal Reserve Bank (FRB).
4. Accept all National Automated Clearing House Association (NACHA) Operating Rules and Procedures.
5. Capable of providing foreign denomination drafts and completing foreign denomination transactions using Society for Worldwide Interbank Financial Telecommunications (SWIFT).
6. Able to provide, at no cost, the appropriate deposit insurance and post collateral in accordance with Department of Treasury regulations governing securing of Government accounts.

7. Able to provide electronic transmission of paid check detail for all accounts on a monthly basis and no later than 7:00 a.m. on the first workday of the calendar month following the close of business for the previous month.

8. Able to provide monthly bank statements no later than 7:00 a.m. on the first workday of the calendar month following the close of business for the previous month.

SunTrust Bank, Inc. currently is providing banking services for UT-Battelle, LLC and meeting all necessary criteria.

Please show me as the contact person regarding this proposal. I am an official of SunTrust Bank, Inc. and am authorized to bind my organization in this contract.

Sincerely,

Bob L. Wrather
Senior Vice President
SunTrust Bank, Inc.
7610 Gleason Drive
Knoxville, TN 37919
Phone: 865-692-6937
Fax: 865-692-6943
E-mail: bob.wrather@suntrust.com

UT-Battelle, LLC Proposal
Solicitation No. AGS-08
Closing Date October 26, 2005
Amendment No. 1 Dated October 4, 2005
Amendment No. 2 Dated October 18, 2005
Part A – Technical Proposal

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2. Authorized Representatives

- a. Identify the names, street addresses, telephone numbers, facsimile numbers, and e-mail addresses of persons authorized to act as your representatives.

Relationship Manager

Bob Wrather

Senior Vice President

Phone: (865) 692-6937

Fax: (865) 692-6943

Email: bob.wrather@suntrust.com

Bob L. Wrather, Senior Vice President, is a life long resident of the Knoxville area, having grown up in Lenoir City. He has lived in Knoxville for over 35 years and he has been in the banking business for 31 years, 23 of those years with SunTrust. The majority of his career has been with the Commercial/Corporate Banking Division which he managed for several years. He serves as the Specialist for SunTrust's Government and Institutional Division. He has also served as the Regional President for our Loudon County Bank. He attended Middle Tennessee State University and the University of Tennessee and is also a graduate of The Graduate School of Banking of the South (Louisiana State University).

Treasury Management Officer

Mona H. Parsons

First Vice President

Phone: (865) 692-6903

Fax: (865) 692-6904

Email: mona.parsons@suntrust.com

Mona Parsons, First Vice President, is a Treasury Management Officer in SunTrust's Treasury Management Department. Mona has 34 years of banking experience, 22 of those years with SunTrust.

She began her career at SunTrust Bank in 1984. Prior to joining Treasury Management Services, she was Manager of the Merchant Services Division. She worked with the Governmental/Institutional Banking Division in her role as Manager of SunTrust Merchant Services. For several years prior, Ms. Parsons has held positions with various sales responsibilities. She attended Southside Junior College as well as The University of Tennessee.

Client Service Representatives

Barbara Mahaffey

Phone: (865) 692-6965

Fax: (865) 692-6904

Email: barbara.mahaffey@suntrust.com

Vonda Sparks

Administrative Assistant

Phone: (865) 692-6952

Fax: (865) 692-6904

Email: vonda.sparks@suntrust.com

Barbara and Vonda each have over 20 years of service with SunTrust. They have excellent working knowledge of treasury management operations and deliver a high level of client service to our Treasury Management clients.

The Client Services Department is part of the East Tennessee Treasury Management Team. Your Client Service Representatives work to ensure that you receive high quality customer service and that our services meet your expectations.

- b. The proposal must be signed by an official authorized to bind your organization and must be accompanied by a statement to the effect that the proposal is firm for a period of no less than 180 calendar days after the closing date for receipt of proposals.

This proposal for Solicitation NO. AGS-08 (UT-Battelle, LLC) is firm for a period of no less than 180 calendar days after the closing date (October 26, 2005).

3. Organizational Experience/Approach

Provide a brief description of your organization. Demonstrate your understanding of the SOW requirements including the payments-cleared financing arrangement. Discuss your proposed organizational approach for providing the services specified in the SOW.

Our mission is to help people and institutions prosper. We focus on partnerships with our clients and commit to developing an in-depth understanding of their business and industries. SunTrust backs its relationships with nearly two centuries of commitment, leadership and trust. Superior financial strength, paired with ongoing income and earnings momentum, ensures that SunTrust can commit capital – regardless of market conditions.

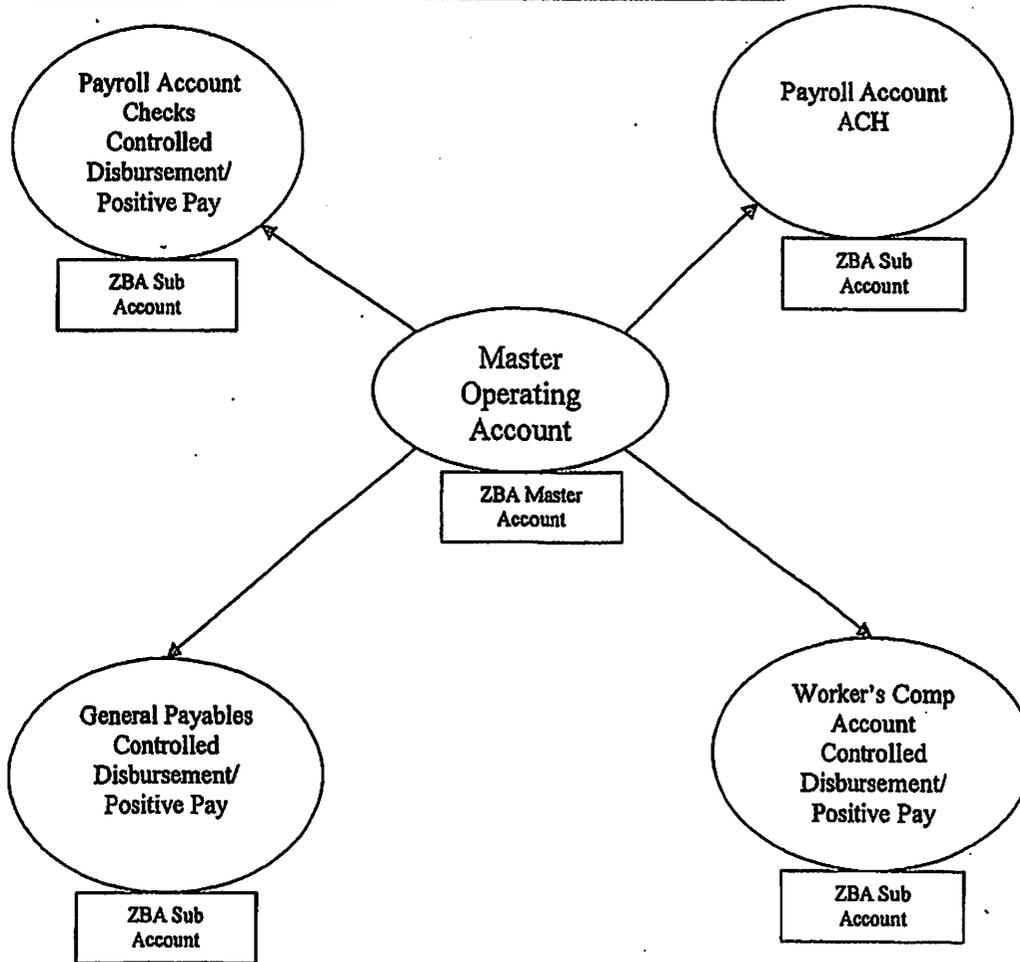
- **Assets totaling \$169 billion as of 6/30/05**
- **Debt Ratings of Aa2 (Moody's) / AA- (Standard & Poor's)1**
- **Equity Market Capitalization over \$26 billion as of 6/30/05**
- **Ranked seventh on the Top Ten Banks in America list (by asset size)**

SunTrust understands the SOW requirements including the payments-cleared financing arrangement. SunTrust is currently meeting all of the requirements of the SOW for UT Battelle. SunTrust currently utilizes the payments-cleared financing arrangement with UT Battelle. SunTrust is a treasury-approved government deposit insurance organization as identified in ITFM 6-9000. Accordingly, SunTrust posts collateral with the Federal Reserve Bank in an

amount equal to the net balance of federal funds deposited into UT Battelle's master account, less the treasury-approved deposit insurance.

SunTrust is an approved depository agency having an established depository agreement with the Treasury Financial Management System (FMS). SunTrust has established access to Cash Link.

Account Organizational Configuration for UT-Battelle, LLC



Bank Account Information and Requirements:

1. Describe any problems with timely processing of zero-balance accounts in order to meet the 5:45 p.m. Eastern Time deadline with the U. S. Department of the Treasury (Treasury) (for same-day credit of the daily draw down).

SunTrust has no problem with timely processing of zero-balance accounts in order to meet the 5:45 Eastern Times deadline with the U.S. Department of the Treasury. SunTrust is currently performing this service for UT-Battelle.

2. Describe any problems with the intraday float to cover items presented pending reimbursement from the Treasury.

SunTrust has no problems with the intraday float to cover items presented pending reimbursement from the Treasury.

3. Do you use Federal Reserve Payor Services? **Yes, SunTrust uses Federal Reserve Payor Services.**

- For first presentment? **Yes, for first presentment.**
- For second presentment? **Yes, for second presentment.**
- Does the information include rejected/damaged (low speed) items? **Yes, the information does include rejected/damaged (low speed) items.**

In-house check generation:

1. Describe any requirements or restrictions you place on customers that print their own paper checks on blank check stock.

Your company's checks provide the fundamental information needed to administer ARP services. Check information is captured electronically by use of magnetic ink character recognition (MICR) encoding on the check. Therefore, your company's careful attention to the MICR quality on your checks is extremely important.

If your company orders checks independently of SunTrust, a reliable printer is necessary. In this case, it is imperative that the stock be tested prior to use in order to safeguard against processing delays and rejected item fees.

The SunTrust check testing process can detect poor quality printing and avoid costly reprinting and service delays. At least one month prior to each new order of checks, please follow the check testing procedures outlined below:

1. Request your company's check vendor to produce a sample of fifteen (15) checks for SunTrust to test. This step should be completed prior to producing an entire check order.

2. Prepare the sample checks for testing by writing or stamping "VOID" on the face of each check and separating the checks from stubs or copies.

3. Forward the sample checks to your company's assigned Treasury Management Implementation Professional or Client Services Representative at SunTrust.

4. SunTrust will run your sample checks and deposit tickets through its processing equipment to ensure that the MICR line is readable and all specifications have been satisfied.

5. SunTrust will notify your company of the check and deposit ticket testing results expeditiously. You must receive confirmation that testing was successful prior to using new check or deposit ticket stock.

6. Remember to schedule enough lead-time when reordering checks or deposit tickets to allow for testing and possible reprinting in the event of a test failure.

7. The testing process (Steps 1-5) must be repeated each time you re-order new checks or deposit tickets.

2. Describe any special considerations for paper checks printed by the Contractor and presented to you on the same day since the positive pay file recording the issuance of the check will not be received by you until the day after the check has been issued.

Enter manual checks issued between check cycles and void requests into Online Treasury Manager by 5:00 p.m. eastern time on the same day checks are issued or void requests are made in order to avoid unnecessary exceptions (e.g. Paid-No-Issue).

Online Communication and Processing

Online Treasury Manager is an Internet-based cash management system designed to offer our clients balance reporting (previous day and same day information including account balances, summary level and detailed transactions), electronic report delivery, ACH initiation, wire transfer initiation, same day ACH book transfers, positive pay capabilities and stop payment services. And now, with the installation of a back-office image archive system, Online Treasury Manager can provide online images of many transactions, right from your activity reports. Through Online Treasury Manager, a client is able to connect to SunTrust from any PC using a standard Web browser, 24 hours a day, seven days a week. By connecting through the Internet, there is no software to install and no upgrades to load. SunTrust provides multiple levels of security, from firewalls to passwords and encryption, to safeguard your company's financial information. In addition, we've given you the ability to control who in your company can access information, as well as who can initiate and approve transactions. You get easy access and the controls you need.

Positive Pay:

The SunTrust Positive Pay service provides a next-day fraud prevention service that matches posted items to your issue records. You will be notified of any exceptions (items that do not match your issue records) and must provide payment decisions (pay or return) by the processing deadline later that same day. Reverse Positive Pay offers a fraud protection service that allows you to perform the matching of posted items against outstanding issue records, rather than the bank. Using this option, your company representative notifies SunTrust of any checks to be returned by the processing deadline.

1. Describe any problems and their solutions created by sending data for multiple accounts in one file.

There are no problems created for SunTrust by sending data for multiple accounts in one file.

2. Describe any problems and their solutions created by the need to process multiple files in one business day.

Processing multiple files per day does not create any problems for SunTrust as long as they are scheduled in a way to avoid one file overlaying another. This usually requires no more than a 15 minute delay between files.

Transmit your check issue information to SunTrust no later than 11:00 p.m. eastern time on the day checks are issued according to your check cycle.

3. Describe any problems and solutions created by sending positive pay data for the previous day (e.g., a check is written 5/1/2005 and hand carried to the vendor, who immediately presents it for payment to you. The positive pay record of the issue will not be sent to you until 5/2/2005).

Enter manual checks issued between check cycles and void requests into Online Treasury Manager by 5:00 p.m. eastern time on the same day checks are issued or void requests are made in order to avoid unnecessary exceptions (e.g. Paid-No-Issue). SunTrust has the capabilities to enter a pop-up message on our teller system to alert the teller of any contact information in regard to paying checks not yet on an issue file.

4. Describe the processing schedule and any time constraints for positive pay on your system.

Daily Responsibilities

Day 1

6:00 a.m. – Client deadline for issue files with same-day teller access. Client faxes issue file transmittal form of control totals.

9:00 a.m. – Client deadline for issue files without same-day teller access. Client faxes issue file transmittal form of control totals.

11:00 a.m. – SunTrust compares checks presented against outstanding issue records.

12:00 p.m. – 10:00 p.m. – Client enters online stop payment requests.

1:00 p.m. Client retrieves online report of current day mismatched items. SunTrust provides access to images of current day mismatched items for payment approval purposes (optional).

Day 2

7:00 a.m. – SunTrust provides access to all images (including matched items) from previous-day activity (optional).

12:00 p.m. – Client submits payments decisions for mismatched items (pay or return). Client provides issue records for approved payments.

5:00 p.m. – Client deadline for online manual issue or void input.

5. Describe how you will verify the completeness and accuracy of the data transfer.

As checks are received for payment, SunTrust will match the check serial numbers and amounts to your check issue information and identify any mismatches.

6. Describe how you will resolve any questions regarding the completeness and accuracy of the data transfer.

Each business day, SunTrust will report all mismatched items to your company by 9:00 a.m. eastern time through the Positive Pay module on Online Treasury Manager. SunTrust will manually inspect all mismatched items, correcting any misreads or encoding errors and repairing any damaged checks. All mismatched checks are considered suspect items.

7. Describe how and when non-matching items are resolved.

On the same day, you must notify SunTrust no later than 12:00 p.m. eastern time through the Positive Pay module on Online Treasury Manager with payment decisions (pay or return) on all mismatches.

If payment decisions are not received for the mismatches by the payment decision deadline, the

items will be handled in accordance with the default instructions (pay or return) SunTrust has on file for your company (as indicated on the Positive Pay Service Schedule).

Mismatch Reporting and Handling

- **12:00 p.m. ET on Day 2: Client payment decisions are required for all mismatched items.**
- **This report displays mismatched checks and includes reject reasons (with the exception of stop payments).**
- **As a same-day process, CPR Operations does not have an opportunity to correct check number misreads and encoding errors prior to reporting.**
- **In order to assist with the review and handling of mismatched items, the Positive Pay report can filter based on the rejection reason.**
- **SunTrust will follow a client's default instructions if payment decisions (pay or return) are not received by this deadline.**

Stop-Payment Processing:

By using SunTrust's Stop Payment service, you can initiate stop payments requests, cancel stop payments and access stop payment activity reports. You can also enter range stops for a group of checks that may have been lost or stolen. And it all happens on a real-time basis, so you can respond quickly if you need to reissue a check.

1. **Describe any time constraints with issuing stop payments.**

Stop Payments can be placed or removed online through the Online Treasury Manager Stop Payment Module.

- **12:00 p.m. ET until 10:00 p.m. ET: daily availability for stop payment input.**
- **A stop payment can only be accepted if SunTrust has an issue record on file.**
- **A missing issue record can indicate that the check has been paid, an issue record has not been received, or the check has been voided.**

- **A confirmed stop payment placed through Online Treasury Manager is immediately available to SunTrust's teller system.**
- **If the client anticipates a check may be cashed in a SunTrust branch before the daily upload at 12:00 p.m. ET, then the Client Services Specialist (CSS) can accept stop payment requests.**
- **The Daily Stop Report lists stop payment requests and removals from the previous business day.**
- **Stop payments can be included within a client's issue file. This practice is not recommended for clients expecting check cashing at SunTrust branches, due to timing delays in delivery to the teller system.**
- **If a client delivers an issue and stop record for a check on the same transmission, the stop record is accepted before the issue record. Under this scenario, the check rejects as "No Issue on File" in the CPR system.**

Stop payments on CPR accounts are stored in two separate systems, the Demand Deposits (DDA) System and the Controlled Payment (CPR) System. Each system has different stop payment retention periods.

- **DDA system stops are valid for 30 months. The SunTrust teller system checks this information for check cashing purposes.**
- **CPR system stops are not removed when the stop record expires in the DDA system. For extended stop payment protection, a stop payment notation on the check issue record remains in the CPR system until the client chooses to remove the issue record.**

Electronic File Transfer/EDI (Electronic Data Interchange) Services

Electronic Data Interchange provides a standard communication vehicle to facilitate business transactions. Files submitted by direct data transmission may be formatted using one of several

transaction sets – most commonly ANSI ASC X12 821, 823, 835 or 820. Financial payments are initiated through the Automated Clearing House (ACH) or as check payments. EDI is used for the supporting information exchange. EDI allows you to take cash discounts or negotiate reduced prices with trading partners while also reducing labor and transaction costs. It enhances security of payment and information transactions and eliminates payment uncertainty, thereby improving cash management. And finally, EDI enables the reengineering of cumbersome, manual processes which equate to lower costs for you.

Cash Concentration or Disbursement (CCD)/Pre-Arranged Payments and Deposits (PPD)

Payments:

1. Describe any problems and solutions created by sending data for CCD and PPD payments on the same account in one file.

SunTrust has no problems with client sending data for CCD and PPD payments on the same account in one file. A file may contain both CCD and PPD payments as long as they are contained in separate batches within the file.

2. Describe any problems and solutions created by sending data for CCD and PPD payments on multiple accounts in one file.

SunTrust has no problem with a client sending data for CCD or PPD payments on multiple accounts in one file. A file may contain both CCD and PPD payments *on multiple accounts*. The file transmission charge will be billed to one of the originating accounts.

3. Describe any problems and solutions created by the need to process multiple CCD/PPD payment files per day.

SunTrust has no problem created by the need to process multiple CCD/PPD payments files per day. The bank may accept any number of ACH files throughout the day. However, because there are limited processing windows during the day, it is in the client's best interest to consolidate and transmit files according to our processing schedule.

4. Describe the processing schedule and any time constraints for having CCD/PPD files to you for processing.

ABC Corporation Deadline	SunTrust Processing Window	ACH Operator Deposit Deadline	Settlement
3:00 a.m.	4:00 a.m.	2:00 p.m.	1 or 2 days
10:30 a.m.*	11:00 a.m.	2:00 p.m.	1 or 2 days
2:30 p.m.	3:00 p.m.	8:00 p.m.	1 or 2 days
5:30 p.m.	6:00 p.m.	8:00 p.m.	1 to 2 days
7:30 p.m.	8:00 p.m.	2:15 a.m.	1 or 2 days

* One-day settlement payroll files must be received by the 10:30 a.m. deadline to ensure timely processing.

5. Describe how you will verify the completeness and accuracy of the data transfer.

The SunTrust Phone Access Line (PAL) allows clients to enter some basic information through touch-tone phone which provides confirmation for ACH file totals. PAL is available 24 hours a day, seven days a week. To use this automated voice response system, you simply call our toll-free number and enter your identification number and password when prompted, followed by your control totals. The system will provide you with a confirmation number. You should record this number and then immediately transmit your ACH file to SunTrust.

Also, this system provides you with the ability to check the status of your file to ensure it has been received by SunTrust. SunTrust will compare the data on the file we receive from your company with the dollar totals and record count you input to PAL. If these totals balance, we will automatically release the ACH file for processing. If they don't match, we will contact you to resolve the discrepancy before releasing the file.

6. Describe how and when the Contractor is notified of returned items.

Notification of Change requests and return item advices are detailed in the Client Activity Report (CAR). They are available through the Electronic Report Delivery service of Online Treasury Manager at the opening of business the day following receipt of the transaction. In addition to Online Treasury Manager, this report is available by mail, fax or in an electronic file transmission.

The Notification of Change section includes the original item (live entry) information as well as the corrected data, including:

- **Individual name**
- **Individual ID**
- **Trace number**
- **Account number**
- **Reference number**

The Return Item section includes:

- **Return reason code**
- **Transaction code**
- **Amount**
- **Individual name and ID**
- **Transit routing number**
- **Account number**
- **Reference number**

7. Describe how and when returned items are resolved.

Returns received by 2:00 p.m. ET are posted to the account on the day of receipt. Returns received after that deadline are held and posted the following business day.

Returned items may be re-presented up to two times before final return. ACH re-presentments occur when items that are returned to SunTrust due to insufficient or uncollected funds are automatically re-deposited at your request. No entries are posted to your account at the time of re-presentation.

8. Describe your requirements relating to issuing pre-notes prior to issuing payments.

We do not require pre-notes. However, prior to transmitting live data, we recommend submitting a pre-note file. This ensures timely posting of entries by the receiving bank. The pre-note gives the receiving bank time to verify the accuracy of the routing/transit number, account number and transaction code prior to receiving live payments.

Corporate Trade Exchange (CTX) Payments:

Automated Clearing House (ACH) transactions are commonly used to move funds within a company among various subsidiaries or divisions, and to move funds between unrelated companies in settlement of receivables or payables transactions. These transactions may be initiated by direct transmission or Online Treasury Manager, and credited or debited to your account.

1. Describe the version of CTX translator you currently use.

SunTrust runs the current version of the VECTORsgi software VECTOR:Advantage. Designed for financial institutions, this software enables SunTrust to accept payment orders from its clients in standard ASC X12 transaction sets, such as ASC X12 820 or 835, or in custom-defined flat file formats, and create NACHA CTX payments.

2. Describe any problems and their solutions created by the need to process multiple CTX payment files per day.

Processing multiple files per day does not create any problems for SunTrust as long as they are scheduled in a way to avoid one file overlaying another. This usually requires no more than a 15

minute delay between files.

3. Describe the processing schedule and any time constraints for having CTX files to you for processing.

The table below shows the cut-off time for EDI clients submitting files for ACH processing.

Window (ET)	Client Deadline (ET)	Settlement
4:00 a.m.	2:00 a.m.	1 or 2 days
11:00 a.m. *	9:30 a.m.	1 or 2 days
3:00 p.m.	1:30 p.m.	1 or 2 days
6:00 p.m.	4:30 p.m.	1 or 2 days
8:00 p.m.	5:30 p.m.	1 or 2 days

*** One-day settlement payroll files must be received by the 10:30 a.m. deadline to ensure timely processing.**

4. Describe how you will verify the completeness and accuracy of the data transfer.

SunTrust requires control totals for each payment file submitted. The totals may be included in the file as an ASC X12 831 or may be faxed to our EDI Operations area. These totals are verified against the actual processed totals, and any discrepancies are reported to your designated contacts immediately.

5. Describe how and when the Contractor is notified of returned items.

Returned items advices are detailed in the Client Activity Report (CAR). They are available through the Electronic Report Delivery service of Online Treasury Manager at the opening of business (8:00 a.m.) the day following receipt of the transmission. In addition to Online Treasury Manager, this report is available by fax, mail or in an electronic file transmission.

6. Describe how and when returned items are resolved.

Returned items advices are detailed in the Client Activity Report (CAR). They are available through the Electronic Report Delivery service of Online Treasury Manager at the opening of business (8:00 a.m.) the day following receipt of the transmission. In addition to Online Treasury

Manager, this report is available by fax, mail or in an electronic file transmission.

7. Describe your requirements relating to issuing pre-notes prior to issuing payments.

Although pre-notifications are not required under NACHA rules, we strongly recommend that they be used to verify the accuracy of data needed for timely posting of entries by the receiving bank.

Electronic File Transfer Methods:

SunTrust has Online File Transfer (OFT) as a safe and secure method of transmitting data over the Internet. OFT is a secure Internet Data Transmission Utility. OFT utilizes Secure Socket Layer (SSL) encryption to establish a secure File Transfer Protocol (FTP) connection between SunTrust and UT-Battelle.

OFT supports scheduled and ad-hoc transmissions. After initial set-up, UT-Battelle would be able to initiate a transmission by clicking on a button on the OFT screen, or the MS Scheduler, which is built into OFT, to facilitate download and/or upload of files in an unattended mode.

1. Describe the minimum hardware platform requirements for the Contractor.

Contractor would need a PC with keyboard, mouse and Internet capabilities.

2. Describe the minimum software platform requirements for the Contractor.

No special software is required by the client if they choose HTTPS as their browser interface.

If clients elect to use secure FTP, they must supply their own FTP client software.

Client must run Internet Explorer 6.0 or Netscape Navigator 6.01 browser or higher with Secure Socket Layers or have use of secure File Transmission Protocol client software and use 128 bit encryption on their browser.

3. Describe the security features of the transfer method.

By transmitting files online through the Internet browser HTTPS option or through your own secure FTP client software package, your data files are encrypted when they are transmitted to or

from SunTrust, helping to mitigate fraud and loss.

4. How long have you used this transfer method?

SunTrust rolled out our Online File Transfer solution in June 2004.

5. Describe customer usage and reliability of this transfer method.

Customer Usage – We currently have 1100+ companies on Online File Transfer and maintain 1200+ individual IDs for OFT. On our Filebox server, we have 300+ individual IDs.

Reliability - We are running on an HP RP7410 server that is split into two VPAR's. One VPAR is in the DMZ and handles our WEB . The other VPAR is in our trusted layer and runs the application and stores the data. This system handles our HTTPS and FTP over SSL traffic. Our other system is a HP Blade server that runs Linux. It supports S/FTP(SSH) and FTP with PGP. It also sits in our DMZ.

Our Internet connection has redundancy to our Orlando data center. We are in the process of building out our failover in our Orlando site and targeting 1Q 2006.

6. Describe the backup transfer method should the preferred method fail or be unavailable.

We encourage clients to maintain their dial-up modems for contingency purposes.

Checks-Paid File:

1. State your schedule of availability for providing the paid items files on the first workday of each month, by 7:00 a.m. Eastern time, for the previous month.

Contractor is able to access a paid items file via Online Treasury Manager by selecting the desired date range of activity. Contractor can also receive a copy of the bank statement via Online Courier which is emailed to any designated recipients.

Testing Environment:

SunTrust's implementation team works hand in hand with the client to facilitate connectivity testing as well as testing the validity of the client's file formatting in relation to all of our standard file specifications. All standard file specifications are made available to the client.

1. Describe the provisions you have for a test environment as it relates to positive pay, Automated Clearing House (ACH) payments, CTX translation, and account reconciliation.

SunTrust provides for test environments for positive pay, automated clearing house (ACH) payments, CTX translation and account reconciliation. This test environment is an action step in our Implementation Plan. Our implementation team works hand in hand with the client to facilitate connectivity testing as well as testing the validity of the client's file formatting in relation to our standard file specifications.

All of SunTrust's standard file specifications for positive pay, automated clearing house (ACH) payments, CTX translation are made available to the client.

2. Describe the availability of this test environment.

This test environment is an action step in our Implementation Plan. The availability time frame would become a choice determined by the client in outlining their Implementation Plan. The test environment would run concurrent with the cut off schedules for positive pay, automated clearing house (ACH), CTX translation and account reconciliation as if it were a live transmission.

Disaster Recovery:

1. Give an overview of your disaster recovery plan given the scenario where:
 - a. local branch becomes unavailable (i.e., in the event of fire, natural disaster, or other unanticipated event)

All back-up locations meet distance guidelines as suggested by regulatory agencies. This helps to ensure redundancy in staffing and technology for each area of operation. The backup and primary sites do not share any crucial communication linkages which would negatively impact production in a backup site.

- b. your on-line communication system(s) become unavailable for inquiry and/or processing needs

SunTrust encourages clients to maintain their dial-up modems for contingency purposes.

- c. your main processing facility becomes unavailable.

SunTrust has a formal disaster recovery plan in place to back up all day to day processing applications. Work normally processed in a capture location that is disabled, will be processed in one or more of SunTrust's surviving capture sites. Mainframe system backup is located at our hot site in Philadelphia, PA, which is managed by SunGuard Recovery Services. Please see the paragraph below which is the official SunTrust Corporate Contingency Statement.

SunTrust Corporate Contingency Planning Statement of Policy

It is the intention of SunTrust Bank, Inc. to continue service to its customers during unforeseen or extended interruption of primary business functions. The implementation of this policy is the responsibility of SunTrust Banks, Inc., and will be executed by and within each line of business of the corporation, with guidance from SunTrust Corporate Contingency Planning. Every line of business will have a Business Resumption Plan. The Business Resumption Plan will identify the requirements to recover from a disaster and resume operations regardless of size, criticality, or location of the line of business or department. Each line of business will update and test their

Business Resumption Plan at least once every twelve months.

UT-Battelle would have to have access to the Internet to get to OTM in order to perform daily activities during a disaster. These services could be slow or intermittent depending on the scope of the disaster. SunTrust would notify UT-Battelle via OTM with banner message alerts.

SunTrust surviving capture sites would be utilized as quickly as possible to resume normal business operations in conjunction with each line of business' resumption plan.

2. **If Contractor's file transfer capabilities became interrupted, would we be able to hand-carry a CD, containing any files due to be transferred, to your local branch to be input to your system?**

SunTrust could not accept a hand-carried CD because of the security surrounding who has had possession of the CD and the accuracy of the information contained on the CD.

However, SunTrust does have a contingency solution as listed.

Each pay period UT-Battelle would create 4 files that would be transmitted to SunTrust:

1. **ACH ddp production file**
2. **ACH ddp contingency file**
3. **Check print production file**
4. **Check print contingency file**

The transmissions would have different scripts to distinguish between the production files and the contingency files.

The contingency files are warehoused until the next pay period. If circumstances warrant the contingency to be activated, we would process the contingency files. This means that the employees' pay would be based on the previous pay period's processing.

Each pay period, the previous contingency file is replaced with a new contingency file.

Any contingency procedures will be documented. UT-Battelle will notify SunTrust when the contingency mode is warranted.

Account Reconciliation Services/Information Requirements:

Account Reconciliation provides a mechanism where the bank can assist your company in the periodic reconciliation of your disbursement activity. SunTrust's services allow for increased accuracy and timeliness of account information so that you can improve audit control. You will also be alerted more quickly to fraudulent activity and have better response time to these issues. SunTrust offers Full Account Reconciliation or Partial Account Reconciliation depending upon your specific requirements. In addition, services which compliment account reconciliation such as data transmission, sub-accounting, online image or CD-ROM image services are available.

1. Describe your method and schedule of availability for providing bank statements on the first workday of each month, by 7:00 a.m. Eastern time, for the previous month.

SunTrust is currently providing bank statements for UT Battelle on the first work day of each month by 7:00 a.m. ET for the previous month via fax. The bank statements are also available by 7:00 a.m. ET through Online Treasury Manager as long as the client has multi day functionality as well as through our Online Courier Services.

Check Imaging:

SunTrust has installed an image archive system that allows for the capture of various transactions. This back-office system has allowed us to provide online image services to our clients, including paid items, deposit tickets and the related deposited items. Access to this information is provided over the Internet using Online Treasury Manager. The balance reporting, stop payment and positive pay services provide direct access to current images from the existing reports. Historical information, which is currently building to an archive of up to seven years, is accessible through the image services module.

1. Describe the types of paid check image processing available through you.

Check images can be accessed through Online Treasury Manager and from a CD-Rom that is mailed to the Contractor.

2. Describe the various methods of requesting/generating a printed image.

SunTrust has in place an image archive system that allows for the capture of various transactions. This back-office system has allowed us to provide online image services to our clients, including paid items, deposit tickets and the related deposited items. Access to this information is provided over the Internet using Online Treasury Manager. The balance reporting, stop payment and positive pay services provide direct access to current images from the existing reports.

In addition to our online image service, SunTrust also offers our CD-Rom Imaging Service. Electronic images provide a cost-effective alternative to storing paper checks or requesting check photocopies from SunTrust. You can retrieve and display digitized images of paid checks and truncate delivery of your checks, as images are available on CD-ROM for long-term storage purposes. The flexibility of our service allows you to search for an exact serial number or range, paid dates, amounts or any of these combined. Checks written to a CD-ROM coincide with your bank statement cycle. CD-ROM gives you speedy access to critical check information and provides the ability to retrieve check images (front and back) 24 hours a day, 7 days a week.

3. Describe the retention period(s) for paid check images.

Historical information, which is currently building to an archive of up to seven years, is accessible through the image services module.

4. Describe any hardware and/or software necessary to retrieve, review, and generate a print image of a paid check from the electronic file.

Online Treasury Manager is an Internet-based cash management system designed to offer our clients balance reporting (previous day and same day information including account balances, summary level and detailed transactions), electronic report delivery, ACH initiation, wire transfer initiation, same day ACH book transfers, positive pay capabilities and stop payment

services. And now, with the installation of a back-office image archive system, Online Treasury Manager can provide online images of many transactions, right from your activity reports. Through Online Treasury Manager, a client is able to connect to SunTrust from any PC using a standard Web browser, 24 hours a day, seven days a week. By connecting through the Internet, there is no software to install and no upgrades to load. SunTrust provides multiple levels of security, from firewalls to passwords and encryption, to safeguard your company's financial information. In addition, we've given you the ability to control who in your company can access information, as well as who can initiate and approve transactions. You get easy access and the controls you need.

The SunTrust CD-Rom Check Image Viewer is a Windows based application that enables your workstation to function as an offline application. Using the software, you can search for and view images of checks from the CD's received from SunTrust Bank.

The application provides for logon security, administration of user IDs and valid accounts, allowing the user to view the permitted account information.

System Requirements:

Minimum

Recommended

Pentium CPU

Pentium III CPU

100 MB of free disk space

200 MB of free disk space

64 MB or more of RAM

128 MB or more of RAM

CD-Rom drive

CD-Rom drive

The viewer is compatible with Windows 98, 2000, NT, ME and XP operating systems.

5. Describe CD-Rom imaging formats and accessibility requirements.

The SunTrust CD-Rom Image Viewer supports 2 modes of configuration, which must be decided upon prior to installation, as you will be prompted to define the configuration during installation.

These two modes are:

- 1. Stand-alone – In this mode, the viewer application, and all folders and files are installed to a single PC. The PC may be shared by multiple users, if desired.**
- 2. Shared – In this mode, the viewer application is installed to several PCs that are connected together on a network. Application data, which includes user profile information and the list of available volume sets, is shared among several users over the network. Even though the data files (e.g. images index records) are available via the network, the individual CD-Rom containing the images must be loaded in order to retrieve a check image.**

Wire Transfers and Drafts:

SunTrust offers Wire Transfer services, when funds must be moved between financial institutions, especially large-dollar items, for immediate availability. Domestic transfers are initiated through the Federal Reserve's Fedwire Service. International wires are transmitted through the Society for Worldwide Interbank Financial Telecommunications (SWIFT) network. Wire Transfers can be initiated in a secure environment by telephone or Online Treasury Manager using Internet access.

Use repetitive transfers for quick and efficient initiation of payment requests. These are frequent transactions to pre-defined bank accounts and will minimize the amount of information you will have to input each time you transfer funds. Your company will provide a "repeat code" or template that corresponds to the full payment instructions along with the dollar amount and settlement date for each transfer.

Use non-repetitive transfers (also referred to as free-form transfers) for less frequent transactions. These transactions require complete input of all payment information including debit account, dollar amount, receiving bank name & address, receiving bank account number and beneficiary name.

1. Describe the method for initiating domestic fedwires, international wires, and foreign-denominated paper drafts.

Outgoing transfers may be initiated by the Internet or telephone. The process for initiation, approval and release is described below. For each method, the last step before release is a check for available funds by the automated account balance monitor. If sufficient funds are available, the outgoing wire transfer is released to the Federal Reserve.

Online Treasury Manager

Our premier wire initiation product, Online Treasury Manager, is a password-protected, fully encrypted method for initiating wires and viewing wire activity. Online Treasury Manager enables clients to initiate domestic and international wires, establish repetitive wires and view activity for the current day, or as far back as 186 days. Because this secure product is Internet-based, authorized personnel can access it from any web enabled location.

Upon logging into Online Treasury Manager and selecting the wire service, you can choose to enter a wire by selecting specific accounts or by selecting a template. After the information has been entered and reviewed, the wire is released according to approval procedures set up by your designated Security Administrator. Online Treasury Manager allows separate and distinct input, approval and release functions by up to three users.

SunTrust bank supplies the check stock for UT-Battelle to initiate foreign denominated paper drafts. UT-Battelle currently uses SunTrust's Online Fx product which is a Web-based application that allows UT-Battelle to initiate drafts and wires in foreign currency.

2. Provide your opening hours and the cut-off times for initiating wire transfers to ensure same-day credit.

Type of Transfer	Input Method (All times are ET)						
	Voice	Online Treasury Manager	Touch-tone Phone	PC	CPU-to-CPU	Fax	Telex
Intra-district (within Fed district)	8:30 a.m. 4:30 p.m.	8:30 a.m. 5:30 p.m.	n/a	n/a	n/a	n/a	n/a
Inter-district (between Fed districts)	8:30 a.m. 4:30 p.m.	8:30 a.m. 5:30 p.m.	n/a	n/a	n/a	n/a	n/a
Book Transfer/ Internal	8:30 a.m. 4:30 p.m.	8:30 a.m. 5:30 p.m.	n/a	n/a	n/a	n/a	n/a
Drawdown	8:30 a.m. 4:30 p.m.	8:30 a.m. 5:30 p.m.	n/a	n/a	n/a	n/a	n/a
International	8:30 a.m. 4:30 p.m.	8:30 a.m. 5:30 p.m. USD 8:30 a.m. 5:00 p.m. Non-USD	n/a	n/a	n/a	n/a	n/a

3. Describe your process for approving and canceling wire transfers.

Approving Wire Transfers

A combination of four elements (Company ID, Company Password, User ID and User Password) is required to access Online Treasury Manager. This service requires users to create a new password when they access the system for the first time. Passwords must consist of at least six characters, which must contain at least one alpha and one numeric character. Users must change their passwords every 30 days. Online Treasury Manager prohibits reuse of the previous six passwords.

The Online Treasury Manager Wire Transfer service requires an additional User ID to process wire transfers. The multiple ID and password authentication for Online Treasury Manager, combined with the tertiary ID for wire transfer initiation provides an additional level of security.

For each account used for wire transfer activity, your Security Administrator will specify the number of approvals required to complete wire transfer requests. You can require 0, 1, 2, or “dynamic” approvals. Dynamic approvals indicate a number of approval levels and a transfer amount range for each. For example, you might require:

- 0 approvals if the transfer amount is under \$100.00**
- 1 approval if the transfer amount is between \$100.01 and \$1,000.00**
- 2 approvals if the transfer amount is greater than \$1,000.00**

In addition to account approval settings, your Security Administrator can also specify the number of approvals for a “bank-defined repetitive template.” When you use a bank-defined repetitive, these approval settings override the settings used for the account.

Finally, along with the parameters assigned by the Security Administrator, a PIN authenticated by the Central Wire Facility for each unique user is required for the release of a wire transfer request.

Cancel Wire Transfers

To cancel a wire transfer initiated by telephone, your company should call our Central Wire Facility toll-free at 1-800-947-3786. A wire may be cancelled until such time as it is released to the Federal Reserve. After your wire has been released, federal regulations govern recovery procedures. We will be happy to assist you in reversing any wire that has been released prior to your cancellation request.

A wire transfer initiated by Online Treasury Manager may be cancelled by calling the Central Wire Facility. However, most of these transactions are processed without manual intervention. If the wire has already been released to the Federal Reserve or SWIFT network, you will need to follow the procedures for requesting a reversal.

The Central Wire Facility performs wire cancellations on a best efforts basis and success depends on whether it has been released to the Federal Reserve. To cancel a wire, you must call our Central Wire Facility prior to 5:30 p.m. ET on the day of the initiation.

4. Describe your procedure and time frames for modifying outgoing wires.

SunTrust does not allow modification of wires. The client would have to cancel the wire and then re-enter the corrected wire. Please refer to procedures for canceling a wire transfer as outlined under Cancel Wire Transfer.

Depository and Cash Services:

SunTrust offers a highly secure and efficient method of handling your daily cash processing. We offer cash vault deposits, money shipments (coin and currency order fulfillment), and customized reporting and tracking in order to be your source for a complete collection solution. The goal of the cash vault is to provide high quality cash processing services that allow your company to concentrate more resources on sales and less on back-office functions. Our cash vault facilities are strategically located throughout the Southeast and Mid-Atlantic region to ensure convenience to your local offices, and are managed by an experienced staff to ensure delivery of quality service with a high level of security, using the latest technology.

1. Are you an approved depository agency having an established depository agreement with the Treasury's Financial Management System (FMS)?

SunTrust is an approved depository agency that has an established depository agreement with the Treasury's Financial Management System (FMS).

2. Do you have established access to *CashLink*?

SunTrust has established access to CashLink and is currently utilizing it for UT-Battelle.

3. Are you willing to perform the depository requirements outlined in the SOW without additional compensation through the resultant Agreement (acceptance of compensation in full through Treasury Agreement)?

SunTrust is willing to perform the depository requirements as outlined in the SOW without additional compensation through the resulted agreement (acceptance of compensation in full through Treasury Agreement).

4. Describe any requirements you may have related to depository services.

All depository accounts with SunTrust Bank are governed by the Rules and Regulations for Depository Accounts that is outlined in detail in our Rules and Regulations brochure. This brochure has been made available in the Appendix as Exhibit A for further reference.

Monthly Analysis Statement

SunTrust mails analysis statements on the 8th business day after the calendar month end. The statements are bulk mailed to the designated address and include the entire calendar month. The Account Analysis statement is available for access electronically through Electronic Data Exchange (EDI).

Data Mapping Plan (Optional Services):

Provide your proposed Data Mapping Plan.

- (1) If you elect to propose on these optional services at no additional charge to the Contractor, discuss your proposed approach for mapping the data to a Contractor-designated file format. Identify any information that the Contractor must provide to you and the timeframe necessary for providing this information.

SunTrust Bank, Inc. does provide Data Mapping Services (custom programming) to convert all input and output data in accordance with specifications as set by Contractor, UT-Battelle. Since SunTrust Bank, Inc. is the current provider of banking services for UT-Battelle, UT-Battelle's

existing files are now formatted to fit the requirements of SunTrust's system. SunTrust Bank, Inc. does not anticipate any file format changes and therefore no additional charges would be incurred. Should UT-Battelle have changes required on their end, additional programming fees could apply. The custom programming fees are billed at \$150.00 per hour of services used.

Implementation Plan and Schedule:

Provide your proposed Implementation Plan and Schedule. At a minimum, identify detailed activities to be performed, start and finish dates for the activities, milestones, testing, and the proposed "go live" date.

SunTrust has staffed its Treasury Implementation Organization specifically to assist clients with the implementation of new services. By providing clients a dedicated, highly trained resource, we help ensure a smooth transition for any additions or changes to SunTrust services. To implement your SunTrust services, you will first need to execute the appropriate forms and agreements required for the services you have selected. Your Treasury Management Officer will schedule an initial meeting or conference call between UT-Battelle and the Treasury Implementation Professional. During this meeting, we will outline an implementation plan and address all critical business issues including action steps and responsibilities for both SunTrust and UT-Battelle.

The Treasury Implementation Professional will work with you from receipt of your initial request to complete necessary documentation, work with Operations and conduct training. In addition, they will continue to be your point of contact during an initial warranty period following the setup to help ensure you are satisfied with the process. Once you are comfortable with the service, the Treasury Implementation Professional will transition your servicing relationship to a Client Services Specialist.

OPTIONAL: You may provide any additional information that you deem necessary for the complete and accurate evaluation of your proposal.

Remote Check Capture

With SunTrust Remote Check Capture you can deposit checks as late as 5:30 p.m. ET – without leaving your office. With a scanner right at your desktop, you capture the check images and transmit them electronically to SunTrust. You spend less time at the bank and can spend more time focused on your business.

Once the deposit has been transmitted, an electronic receipt can be printed for your records. Images of deposited items can also be searched within deposits that have been completed.

Payroll Card

SunTrust is offering a Payroll Card solution marketed as a “Bank account in a card” through our partnership with Skylight Financial. Skylight provides pre-approved account based services to employees who currently do not have a banking relationship. The *Skylight account* is an FDIC insured bank account through SunTrust that seamlessly integrates into existing direct deposit/ACH system. Most of Skylight’s clients have reduced their payroll distribution and administrative costs by over 80%, in addition the program provides many other benefits to UT-Battelle including:

- **Increased direct deposit participation**
- **Decreased payroll distribution & administrative expenses**
- **Decreased check fraud & escheatments**

The *Skylight account* conveniently offers UT-Battelle employees significant benefits. Most “unbanked” individuals are forced to operate on a cash-and-carry basis. Their expenses to manage their daily financial needs exceed the costs for those who are traditionally banked. The *Skylight account* offers many additional benefits to your employees, to include:

- **Increased financial security**
- **Elimination of check cashing fees**

Access to over two million ATM and point of purchase sales (POS) locations nationwide

4. Past Performance

Describe your experience in providing the services identified in the SOW. Describe your experience with the payments-cleared financing method. Identify up to five clients for which you have provided similar services. Include client's name, address, point of contact (name and telephone number), and volume (average number of monthly transactions and dollar value).

SunTrust is currently meeting all the requirements outlined in the SOW as the current provider of Banking Services for UT-Battelle since 1998.

SunTrust is an approved depository agency with an established depository agreement with the Treasury Financial Management Systems (FMS). SunTrust has established access to CashLink.

SunTrust currently utilizes the payments-cleared financing arrangement with UT-Battelle.

SunTrust is a Treasury approved government deposit insurance organization as identified in I TFM 6-9000. Accordingly, SunTrust posts collateral with the Federal Reserve Bank in amount equal to the net balance of federal funds deposited into UT-Battelle's Master account, less the Treasury approved deposit insurance.

Provided below is a list of clients for which we have provided similar services:

1) BWXT	Karl Rapp
1099 Commerce Park	(865) 576-1796
Oak Ridge, TN 37830	

***Volume/dollar value of monthly transactions**

2) ORAU	Luke Keith
120 Badger Ave.	(865) 241-1286

Bob Wrather

Senior Vice President

Relationship Manager

Phone: (865) 692-6937

Fax: (865) 692-6943

bob.wrather@suntrust.com

Bob is your main contact for general SunTrust business and is to be considered the Project Manager. He knows your objectives, your accounts and your business requirements. He consults with you about new services, ensuring your continued satisfaction and brings together the right SunTrust specialists to meet your financial needs.

Bob L. Wrather, Senior Vice President, is a life long resident of the Knoxville area, having grown up in Lenoir City. He has lived in Knoxville for over 35 years and he has been in the banking business for 31 years, 23 of those years with SunTrust. The majority of his career has been with the Commercial/Corporate Banking Division which he managed for several years. He has also served as the Regional President for our Loudon County Bank. He attended Middle Tennessee State University and the University of Tennessee and is also a graduate of The Graduate School of Banking of the South (Louisiana State University).

Jean Martinez

Executive Assistant

Phone: (865) 692-6946

Fax: (865) 692-6943

jean.martinez@suntrust.com

Jean is Bob's Assistant as well as his backup person. She will work with you in areas related to your loan or investment activity. In general, she responds to any inquires about your daily account activity, which does not specifically relate to Treasury Management services.

Jean is originally from Florida and moved to Knoxville in 1999. Jean has 16 years of banking service with 15 of those years with SunTrust Bank. She is a graduate of the University of West Florida.

Mona Parsons

Treasury Management

First Vice President

Phone: (865) 692-6903

Fax: (865) 692-6904

mona.parsons@suntrust.com

Mona will consult with you about your business needs to develop a customized Treasury Management solution. Mona coordinates the contributions of the Treasury Management services team and keeps you informed about new services, industry trends and solutions and suggestions to optimize your Treasury Management process.

Mona Parsons, First Vice President, is a Treasury Management Officer in SunTrust's Treasury Management Department. Mona has 34 years of banking experience, 22 of those years with SunTrust.

She began her career at SunTrust Bank in 1984. Prior to joining Treasury Management Services, she was Manager of the Merchant Services Division. She worked with the Governmental/Institutional Banking Division in her role as Manager of SunTrust Merchant Services. For several years prior, Ms. Parsons has held positions with various sales responsibilities. She attended Southside Junior College as well as The University of Tennessee.

Jennifer Hamilton

Treasury Management Analyst

Phone: (865) 692-6954

Fax: (865) 692-6904

jennifer.hamilton@suntrust.com

Jennifer will be Mona's backup and she will be able to consult with you about your Treasury Management needs. In the absence of Mona, she will coordinate any Treasury Management services and answer any question you may have concerning the product offerings and services.

Jennifer Hamilton, Treasury Management Analyst, is a Banking Officer of SunTrust Bank.

Jennifer has 8 years of experience that have been with SunTrust. She has worked closely with the Treasury Management Officers in handling client relationships with similar SOW requirements as well as in handling problem resolution, pricing analysis and implementing new or changes in services. She is a graduate of the University of Tennessee as well as the University of Phoenix. She holds a Masters of Accounting degree.

Barbara Mahaffey

Client Services Representative

Phone: (865) 692-6965

Fax: (865) 692-6904

barbara.mahaffey@suntrust.com

Barbara will coordinate your day-to-day communication with SunTrust. She will help to ensure that our service exceeds your expectations. Also, she will ensure that new services are implemented correctly by SunTrust.

Vonda will help Mona and Jennifer in your Treasury Management needs. She coordinates all activities needed to ensure the process runs smoothly.

Vonda Sparks

Administrative Assistant

Phone: (865) 692-6952

Fax: (865) 692-6904

vonda.sparks@suntrust.com

Barbara and Vonda each have over 20 years of service with SunTrust. They have excellent working knowledge of treasury management operations and deliver a high level of client service to our Treasury Management clients.

Discuss how the Key Personnel as well as the backups/alternates will be made available to support the SOW requirements.

The key personnel are available to UT-Battelle by either a phone call or email for any need that arises in regard to the SOW requirements or any other problem as are the backups.

6. Bonus Point Criterion

Discuss your ability to allow the Contractor to remain on the cutting edge of technology in order to promote efficiencies, economies, and fraud risk reduction. Provide a brief description of services or changes currently in place, under development, or being considered.

Product Review Team

SunTrust uses a cross-functional Product Review Team (PRT) that has responsibility for identifying new product or product enhancement opportunities, as well as monitoring product quality and client customization, and ensuring that new initiatives are completed on time and within budget.

Each PRT meets monthly to discuss the status of its product(s) in these areas. The team consists of representatives from Product Management, Delivery Services and Planning and Operations.

SunTrust uses a project management discipline when developing new products and services and includes all of these areas, and others as necessary, on the project team.

The PRT prepares a comprehensive Product Plan annually that assists the team in evaluating SunTrust product capabilities relative to the market. The team also identifies and focuses on any product gaps that exist to ensure that the service is competitively positioned in order to meet the needs of our clients.

The senior managers for each of the member groups meet weekly to address issues that require escalation, to foster the teamwork that is vital among these three functional areas and to monitor the status of active development initiatives for all product areas.

Client Advisory Board

SunTrust Treasury Management Services has also established a Client Advisory Board, made up of clients from 25 member companies from various industries, regions and market segments. The purpose of the board is to maintain a forum for ongoing dialogue with our clients to discuss issues and trends that affect them, to help us understand their expectations and to gain insight into how our product design and planned enhancements fit with their business goals. The Board meets twice annually for 1-1/2 days in a comfortable, collegial setting that encourages participants to feel comfortable expressing their opinions about our current services and future plans. Their feedback has, and will continue to have, a direct and tangible impact on many of our strategic product decisions.

7. Appendix

- A. Resumes Key Personnel**
- B. Product Profiles**
- C. Exhibit A**



Solicitation No. AGS-08
Closing Date October 26, 2005

Part B – Business Proposal

Oak Ridge National Laboratory
ATTN: Ms. Kathy Collins
P.O. Box 2008
Bldg. 1060COM, MS 6293
Oak Ridge, TN 37831

Bob L. Wrather
Senior Vice President
SunTrust Bank, Inc.
7610 Gleason Drive
Knoxville, TN 37919

OAK RIDGE NATIONAL LABORATORY

UT-Battelle, LLC Proposal
Solicitation No. AGS-08
Closing Date October 26, 2005
Amendment No. 1 Dated October 4, 2005
Amendment No. 2 Dated October 18, 2005
Part B – Business Proposal

Table of Contents

1. Executed and signed copy of Technical Representations and Certifications (July 2005).
2. Executed and signed copy of Schedule of Financial Institution Processing Charges.
3. Executed and signed copy of Option.
4. Description of any additional fees, charges, transition costs, etc. to be charged the contractor (UT-Battelle, LLC), their dollar value, and the frequency of their occurrence or statement of no additional fees will be billed the contractor, UT-Battelle, LLC.
5. Statement of any exceptions to proposal.

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 (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 () State time deposit reserve requirement for the Financial Institution is 0 %. Normal rate is 10% but waived for UT Battelle.
- d. The Financial Institution (X) insures () does not insure each time account for \$100,000 under federally approved deposit insurance. Deposits (X) 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 (X) 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 (X) 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 (X) 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
Closing Date October 26, 2005

Part B – Business Proposal

4. Description of any additional fees, charges, transition costs, etc. to be charged the contractor (UT-Battelle, LLC), their dollar value, and the frequency of their occurrence or statement of no additional fees will be billed the contractor, UT-Battelle, LLC.

There will be no additional fees, charges, or transition costs billed unless (1) UT-Battelle implements the contingency plan suggested in lieu of hand carrying a CD to the local branch in the case that the Contractor's file transfer capabilities become interrupted as outlined on page 20 and in question # 2 of Part A of the Technical Proposal or (2) UT-Battelle did have changes, etc. on their file specifications and needed Data Mapping Custom Programming as referred to on page 30 statement # 1 of Part A of the Technical Proposal.

These are the additional charges:

- (1) Contingency File Storage: \$100.00 @ month
- (2) Data Mapping: Custom Programming Fee: \$150.00 @ hour of services used billed in the month it occurred

Bob L. Wrather
Senior Vice President
SunTrust Bank, Inc.
7610 Gleason Drive
Knoxville, TN 37919

Solicitation No. AGS-08
Closing Date October 26, 2005

Part B – Business Proposal

5. There are no exceptions to the proposal for UT-Battelle, LLC.

Bob L. Wrather
Senior Vice President
SunTrust Bank, Inc.
7610 Gleason Drive
Knoxville, TN 37919



TREASURY MANAGEMENT MASTER AGREEMENT

1. **Introduction.** SunTrust Bank offers a full range of treasury management services to our clients. Throughout this master agreement, (a) SunTrust Bank is referred to as "we," "us" or "our," (b) the treasury management services described in our treasury management terms and conditions referred to below are referred to as the "services," (c) this master agreement and the other documents described below are together referred to as the "agreement," (d) the person or entity using one or more of the services is referred to as "you" or "your" and (e) the individuals identified in any resolution, certificate, delegation of authority or other document that you have given us as having authority to enter into or amend the agreement on your behalf are referred to as your "authorized signers."

When you sign this master agreement you are agreeing to be bound by the terms and conditions of the agreement. The agreement is a legally binding contract that can only be changed as provided in this master agreement.

2. **Organization of Agreement.** As indicated above, the agreement is made up of several documents, each of which serves a special purpose. The relevant documents and their purposes are as follows:

(a) **Treasury Management Terms and Conditions.** Our treasury management terms and conditions fall into two categories (i) the general terms and conditions that govern the use of all services and (ii) the specific terms and conditions that govern the use of each individual service. The most recent version of our treasury management terms and conditions is always posted on the following website: www.suntrust.com/treasuryterms. You may access it at any time by visiting the site and opening the document with the password we have given you. We will also give you a printed copy of the current version of those terms and conditions upon request.

(b) **Master Agreement.** This master agreement describes the structure of the agreement and sets forth certain of the basic contractual provisions relating to your use of the services.

(c) **Reference Materials.** The reference materials for a service provide details regarding the functionality of that service, as well as certain formatting and other technical requirements that you must follow when using that service. Reference materials may include, without limitation, a user manual, a quick reference guide, a service demo and/or file formats and specifications. Not every service has reference materials.

(d) **Delegation of Authority.** A delegation of authority is optional. By using one, you are giving other people within your company authority with respect to the agreement and/or the services.

(e) **Service Profiles.** A service profile reflects certain instructions you give us regarding your setup for a particular service, such as the account(s) linked to that service, the authorized users for that service and the options you select for that service.

(f) **Implementation/Setup Forms.** An implementation/setup form is an internal document that we use to record additional information and/or instructions you give us with respect to a particular service.

(g) **Online Services and Software Materials.** We may grant to you a nonexclusive, nontransferable, limited license or sublicense to use one or more software programs in connection with certain services. There may be a separate license agreement (which may be a "shrink wrap" or "click wrap" agreement and may be with us or a third-party vendor) and/or user manual for some of those software programs. Those software programs and those other

items are all part of the software materials. There may also be additional online or "click wrap" terms for the use of the online services. The agreement, online terms and any applicable separate license agreement and user manual set forth the terms and conditions relating to your right to use those online services and software programs as well as important instructions and requirements for their use.

(h) **Rules and Regulations.** The rules and regulations for deposit accounts that you maintain with us set forth certain general provisions relating to the establishment, maintenance and operation of your deposit accounts.

If there is any inconsistency on a particular issue among the documents that make up the agreement, the documents will control that particular issue in the order set forth from top to bottom above.

Notwithstanding the above, for any accounts of UT-Battelle, LLC which are subject to the Special Financial Institution Account Agreement For Use With The Payments-Cleared Financing Arrangement between the United States of America, represented by the Department of Energy, UT-Battelle, LLC, and SunTrust Bank, dated January 30, 2006, as amended (the "Account Agreement"), if there is any inconsistency on a particular issue between this agreement and the Account Agreement, the Account Agreement will control that particular issue.

3. **Amendments.** We may change or add to the provisions of this master agreement and any of the general terms and conditions by giving you 30 calendar days' prior notice. We may change or add to the terms and conditions for any individual service by giving you 10 calendar days' prior notice. We may change the information in the implementation/setup forms without giving you notice. If you continue to use a service after any of these changes or additions become effective (or you earlier confirm a service profile for an affected service), you are bound by those changes or additions. If a change or addition is required by applicable law, clearing house rules or funds transfer system rules, or if we believe that the change or addition is necessary for the security or integrity of the systems that we use in providing any services for you, we may give you notice of the change or addition promptly after we make it. In that case, you are bound by the change or addition unless you terminate your use of the relevant service(s) immediately after you receive our notice. We may change or add to the terms of the software materials or the rules and regulations by following the procedures set forth in those documents.

4. **New Services.** If we agree to provide a new service for you, we will create one or more service profiles reflecting certain instructions you give us regarding your setup for that new service and send or otherwise make them available to you. You may not use that service until you have confirmed (in a manner acceptable to us) that those service profiles are correct, you have successfully completed any required testing or training for that service and we have completed our implementation of your setup for that service. If you attempt to use a new service without satisfying one or more of these conditions, we may refuse to provide that service but, if we do provide it, you are bound by the terms of the agreement relating to that service (including, without limitation, the general terms and conditions and the terms and conditions for that new service).

5. **Changes to Your Setup.** If we agree to change your setup for a service in response to your instructions and those instructions are of the type reflected on a service profile, we will send or otherwise make one or more service profiles reflecting those instructions available to you. That change will not take effect until you have confirmed (in a manner acceptable to us) that those service



TREASURY MANAGEMENT MASTER AGREEMENT

profiles are correct, you have successfully completed any required testing or training for the change and we have completed our implementation of the change. In that regard, changes to your setup for a service reflected on a service profile will be implemented either on an "incremental" basis or a "complete replacement" basis, as reflected and to the extent indicated in the service profile.

If a change is implemented to your setup for a service on an incremental basis, that change supplements (as an addition, deletion or modification), but does not replace, the information in your setup for that service. For example, if an incremental service profile indicates that it adds a new authorized user for a service, all existing authorized users for that service continue to be authorized users unless you specifically request that we delete one or more of them and that deletion is reflected in a separate service profile that you confirm (in a manner acceptable to us).

If a change is implemented to your setup for a service on a complete replacement basis, the information identified in that service profile completely replaces the information in your setup for that service, to the extent indicated in that service profile. In that regard, information can be completely replaced (a) only for the account(s) identified on the service profile, (b) only for the combination of the account(s) and linked feature(s) of the service identified on the service profile or (c) for all accounts using the service.

For example, if a service profile indicates that it completely replaces all of your previous service profiles for a service with respect to the account(s) identified in that service profile, then only the authorized users identified in that service profile are authorized to use the service with respect to the identified account(s). However, none of your service profiles for other accounts using that service are affected and all authorized users listed on them continue to be authorized users with respect to those other accounts.

Alternatively, if a service profile indicates that it completely replaces all of your previous service profiles for the combination of an account and lockbox identified in that service profile, then only the image delivery option(s) selected in that service profile will be provided with respect to the combination of the identified account and lockbox. However, none of your service profiles for other combinations of accounts and lockboxes for that service are affected and all image delivery options selected in them will continue to be provided with respect to those other combinations of accounts and lockboxes.

Finally, if a service profile indicates that it completely replaces all of your previous service profiles for a service, then only the options identified in that service profile will apply with respect to any of your accounts using that service. None of your previous service profiles for that service are effective and none of the options identified on them will apply with respect to any of your accounts using the service.

We may refuse to accept letters, e-mails or other forms of communication that instruct us to change your setup for a service if those instructions are of the type reflected on a service profile. However, you agree that we may (at our option) accept an e-mail that purports to be from one of your authorized signers and that instructs us to delete one or more accounts from your setup for a service without requiring you to confirm a service profile reflecting that instruction.

6. Electronic Records and Signatures. You consent to the use of electronic records and signatures with respect to your use of the services. Without limiting the types of electronic signatures we may accept, you agree that, if we elect (at

our option) to send a service profile to you as an attachment to an e-mail message, you (a) will be deemed to have confirmed that service profile is correct if we receive an e-mail message to that effect that purports to be from one of your authorized signers, (b) adopt that e-mail message as your electronic signature with the intent to sign that service profile and (c) will be bound by that service profile to the same extent as if one of your authorized signers had printed, signed and given it to us.

7. Acknowledgement of Receipt and Agreement to be Bound. By signing below (and each time you confirm a service profile), you acknowledge that you have received (or have been given electronic access, including the necessary password, to) a complete copy of, and that you have read, understand and agree to be bound by all provisions of our treasury management terms and conditions (including, without limitation, those that (a) limit our liability to you, (b) obligate you to indemnify us, (c) authorize us to rely on authorization codes, (d) waive the right to a jury trial and (e) require binding arbitration) in the form and with the content then posted on the identified website (as we may update them from time to time) with respect to your use of all services.

Signature. This master agreement has been signed and delivered (which you agree may be by facsimile or e-mail attachment) on your behalf by the person whose name is printed below. That person represents and warrants to us that he or she is one of your authorized signers and that you have taken all action required by your organizational documents to authorize him or her to sign and deliver this master agreement (and any other documents we may require with respect to the services) on your behalf. The agreement completely replaces any other ones you have given us in the past with respect to the services, except that any instructions you have given us under any such past agreements continue to be effective until replaced or deleted in accordance with the agreement (including, without limitation, through a service profile or an implementation/setup form).

Client Name: UT-Battelle, LLC
Authorized Signer: J. Scott Branham
Print Name: J. Scott Branham
Print Title: Chief Financial Officer
Address: OAK RIDGE NATIONAL LABORATORY
PO BOX 2008 MS6231
OAK RIDGE TN 37831-6231
E-Mail: Building: 4500N Room: J256 Mail Stop: 6231
Branhams@ornl.gov
Phone: 865-241-7614
Fax: 865-576-8346
Date: 5/23/12

Schedule of Financial Institution Processing Charges

Service	Account Analysis Monthly Price
DEMAND DEPOSIT SERVICES	
Collection Items - Incoming	\$22.0000
Account Maintenance - Monthly	\$17.0000
Deposits Credited	\$0.8000
Electronic Credits Posted	\$0.1100
Electronic Debits Posted	\$0.1100
Other Miscellaneous Debits	\$0.1100
Items Deposited	\$0.1100
ZERO BALANCE SERVICE	
ZBA Master Account	\$25.0000
ZBA Sub Account	\$10.0000
CONTROLLED PAYMENT SERVICES	
Controlled Payment-Mth Maint	\$60.0000
Control Payment-Checks Paid	\$0.1100
CPR Auto D/T To Bank/Tran	\$6.0000
CPR Auto D/T To Bank/Rcrd	\$0.0100
Control Payment - Mismatches	\$1.0000
CNTL PYMT Issues - Bank Created	\$15.00
CPR Returned Item	\$10.0000
BRANCH/NIGHT DEPOSIT SERVICES	
Branch Cash OTC Deposit/\$1000	\$2.00
Branch Curr Ord/Strap	\$0.00
Branch Coin Order/Roll	\$0.00
Branch Curr Ord/Partial Strap	\$0.30
CASH VAULT SERVICES	
Cash Vault Monthly Maint 1 LOC	\$35.0000
ARP SERVICES	
Partial Recon- Base Fee	\$60.0000
ARP Auto D/T to Client/Trans	\$5.0000
ARP Auto D/T to Client/Rcrd	\$0.0150
IMAGE DELIVERY SERVICES	
CD-ROM Premium CD	\$32.0000
CD-ROM Images Per Item	\$0.0425
ONLINE COURIER	
OLC DDA Statement	\$5.0000
OLC ACH Returns Report	\$3.0000
ACH SERVICES	
ACH Monthly Maintenance	\$10.0000
ACH Calendar Monitoring Fee	\$20.0000
ACH File Transmissions, Self	\$9.0000
ACH File Transmissions, Vendor File	\$8.0000
Consumer PPD Credits Originated	\$0.0400
Consumer PPD Debits Originated	\$0.4000
ACH Addenda Orig	\$0.0200
Corp Credits Orig CCD,CCD+CTX	\$0.0400
ACH Fax Page	\$1.0000
ACH Return Item	\$3.0000
ACH NOC Item	\$0.0000
ACH Exception Processing	\$10.0000
ACH Reversals - Item	\$3.0000
OTM ACH Batch Processing Fee	\$5.0000
OTM ACH Addenda Originated	\$0.0150
OTM ACH Corp Pymts Credits Orig	\$0.0400
ACH Exception Processing	\$10.0000
ACH FRAUD CONTROL	
AFC Fraud Cntrl Monthly Main	\$15.0000

Account Analysis

Service	Monthly Price
DEMAND DEPOSIT SERVICES	
EDI SERVICES	
EDI Origination Per 1000 Characters	\$0.500
EDI Auto D/T to Suntrust/Trans	\$6.0000
EDI Auto D/T to SunTrust/Rcnd	\$0.0100
EDI Translated Rpt-Per Item	\$1.0000
EDI Translated Rpt-Faxed Pages	\$1.0000
EDI 820 Orig Maint	\$100.0000
WIRE TRANSFER SERVICES	
Wire Trsf Monthly Maint/Acct	\$5.0000
Draw Down Request	\$5.0000
W/T Branch/Dept Initiated	\$8.0000
W/T Out Non-REP (OTM PC WIRE)	\$5.5000
W/T Out Non-REP (OPER ASSIST)	\$8.0000
W/T Internal Non-Rep OTM Wire	\$6.0000
W/T Incoming	\$5.0000
W/T Tracer/Reversal	\$20.0000
W/T Internal Rep OTM Wire	\$5.0000
ONLINE TREASURY MANAGER	
OTM/OLC Maintenance Fee	\$60.0000
OTM/OLC Prior Day Service/Per Month	\$5.0000
OTM/OLC Prior Day Acct Maint/Per Acct	\$5.0000
OTM/OLC Prior Day Detail/ Per Item (1-2500)	\$0.0250
OTM/OLC Prior Detail/Per Item (2501-7500)	\$0.0250
OTM/OLC CUR Same Day Service / Per Month	\$5.0000
OTM/OLC CUR Day Acct Maint/Per Acct	\$5.0000
OTM/OLC CUR Same Day Detail/Per Item	\$0.0250
OTM/OLC Special Report Service/ Per Month	\$10.0000
OTM/OLC CPR - Report(s)/Per Day	\$1.0000
Stop Service / Per Month	\$12.0000
ACH Service / Per Month	\$20.0000
Wire Service / Per Month	\$15.0000
Acct Transfer/Per Transfer	\$1.0000
Image Item Retrieval/Per Image (1-50)	\$0.7500
Image Item Retrieval/Per Image (51+)	\$0.7500
INTERNATIONAL SERVICES	
Intl W/T Out Non-Rep USD OTM	\$5.0000
Intl W/T Trace/Reverse/Amend	\$30.0000
Intl Incoming Wire Transfer	\$16.0000
Intl Outgoing Wire Transfer	\$10.0000
GENERAL ACCOUNT SERVICES	
Misc Service Debit Adjustment	\$0.0000
OTHER SERVICE DESCRIPTIONS	
ACH Deletions - Item	\$10.0000
ACH Deletions - Batch or File	\$10.0000
Credit Reference - Manual	\$15.0000
Credit Reference - Electronic	\$10.0000
Overdraft Items Paid	\$38.0000
Collection Items - Outgoing	\$22.0000
Internal Wire Transfer Credit	\$2.5000
Stop Pymt - per stop module	\$8.0000

Note: other fees may be charged as new services or processes are implemented.



Service Glossary

Service Code	Service Description	Definition
9	Negative Collected Charge	Rate-based charge assessed for maintaining a negative collected balance for one or more days during the analysis period.
35	Deposit Assessment Per \$1000	
3005	Other Miscellaneous Debits	Charge for posting a debit to an account
3021	Account Maintenance - Monthly	Fixed charge for maintaining a demand deposit account.
3220	Deposits Credited	Charge for handling and posting a deposit consisting of any combination of coin, currency, checks, food stamps or merchant card drafts
3267	Electronic Debits Posted	Charge for posting an incoming ACH debit to an account.
3268	Electronic Credits Posted	Charge for posting an incoming ACH credit to an account.
3651	Items Deposited	Charge for depositing a check into a SunTrust account. This is a per item fee regardless of where the item is drawn.
3835	Overdraft Items Paid	
3845	Overdraft Itm Paid Not Charged	
3855	Overdraft Item Paid - Waived	
9291	Branch Cash OTC Deposit/\$1000	Charge for processing cash over the counter at the bank's branch office.
12264	Cash Vault Monthly Maint 1 Loc	Monthly Maintenance fee for Cash Vault clients with 1 location.
33269	Control Payment-Checks Paid	Per item charge for item paid against CPR accounts.
33270	Controlled Payment-Mismatches	Per item charge for handling checks drawn on a CPR account that do not match issue records as provided by the client. Some mismatches are a result of paid-no-issue records (PNIs), while other result from encoding errors. Clients are charged for all mismatch item types. Client payment approval (i.e. pay or return) for each mismatch.
33271	Controlled Payment-Mth Maint	Fixed charge for the maintenance of a CPR account. CPR is a same day Positive Pay service with daily matching by the bank of checks presented against the client's check issuance information before payment is made. Mismatch checks are paid / posted or returned, based on the client instructions. Default instructions are enacted if a mismatch payment decision is not received by the decision deadline.
33276	CPR Returned Item	Charge for Returning a Controlled Payment Item, applied to all region/groups
33307	CPR Auto D/T To Bank/Tran	Charge for receiving information from client via a transmission platform not requiring manual intervention. Client requirements and/or communications capabilities dictate the transmission platform. SuperTracs is an example of unattended transmission.
33308	CPR Auto D/T To Bank/Rcrd	Charge for receiving each record of information from client via a transmission platform not requiring manual intervention.
36654	ZBA Master Account	Charge for maintaining zero balance services at the master account level.
36655	ZBA Sub Account	Charge for maintaining zero balance services at the sub-account level.
40381	CD-ROM Premium CD	The CD-ROM Premium CD fee is assessed for the processing of the checks and storage in order to create the CD-ROM deliverable.
40383	CD ROM Images Per Item	The CD-ROM Images Per Item fee is assessed for the processing of the checks in order to create the CD-ROM deliverable.
45320	Wire Trsf Monthly Maint/Acct	Charge for providing funds transfer services. This is a fixed charge that encompasses the cost of maintaining account information on the wire database including repeat codes, standing orders, etc.
45343	W/T Incoming	Charge for handling and posting a Fedwire transfer received for the customer' s account.
45435	Draw Down Request	Charge for initiating a request by telephone to send a Fed message to another bank requesting that a wire transfer be initiated and sent back to credit the client's SunTrust account.
48379	ACH Addenda Orig	Charge for processing reference information associated with the origination of an ACH transaction; charged per-record.
48383	ACH Return Item	Charge for an originated ACH debit or credit transaction returned via the ACH network that is charged back to the originating company's account.

Service Code	Service Description	Definition
48384	ACH NOC Item	Charge for the receipt of a notification of change (NOC) on an ACH transaction originated.
48439	ACH Monthly Maintenance	Per settlement account monthly maintenance for ACH services.
48447	ACH File Transmissions, Self	Per file charge for processing an ACH file sent by direct transmission.
48449	ACH File Transmission, Vendor File	Charge for processing an ACH file from a third party vendor
48458	Consumer PPD Credits Originated	Per-credit charge for processing a PPD (consumer) ACH credit transaction originated by the client.
48460	Corp Credits Orig CCD,CCD+CTX	Per-credit charge for processing a corporate (CCD, CCD+, CTX) credit originated.
54370	ACH Fraud Cntrl Monthly Maint	Monthly maintenance fee per account for accounts set up with ACH Fraud Control (full blocks or authorization filters)
63209	ARP Auto D/T To Client/Tran	Charge for sending information to a client via a transmission platform not requiring manual intervention. Client requirements and/or communications capabilities dictate the transmission platform. SuperTracs is an example of unattended transmission.
63210	ARP Auto D/T To Client/Rcld	Charge for sending each record of information to a client via a transmission platform not requiring manual intervention.
63455	Partial Recon - Base Fee	Fixed charge for providing partial reconciliation services. Reports provided to the client may include, but are not limited to, a bank statement, listing of paid items, as well as stop payments placed / on file.
73254	OTM/OLC Maintenance Fee	Monthly product access fee applied to each OTM company ID.
73256	OTM/OLC Prior Day Serv/Pr Mnth	Monthly module access fee applied to each OTM company ID with the PRIOR day reporting module.
73258	OTM/OLC Prior Day Per Ac Maint	Monthly account maintenance fee for each account set up for PRIOR day detail and summary information. The same price applies for all Tiers.
73260	OTM/OLC Prior Day Per Item Dtl	Charge applied to each Prior day detail item (transaction) loaded for each OTM company ID. The same price applies for all Tiers.
73262	OTM/OLC Cur Day Serv/Per Mnth	Monthly module access fee applied to each OTM company ID with the SAME day reporting module.
73264	OTM/OLC Cur Day Per Acct Maint	Monthly account maintenance fee for each account set up for SAME day detail and summary information. The same price applies for all Tiers.
73266	OTM/OLC Cur Day Per Item Dtl	Charge applied to each SAME day detail item (transaction) loaded for each OTM company ID. The same price applies for all Tiers.
73268	OTM/OLC Special Rpt Mnth Maint	Monthly module access fee applied to each OTM company ID with the Special Reports module.
73279	OTM/OLC CPR-Rpt(S)/Per Rpt	Fee charged each day a CPR report is loaded for each account (if reported separately) or for multiple accounts (if reported in a consolidated format).
73280	Stop Service/Per Month	Monthly charge per Company ID for stop payment module.
73284	ACH Service/Per Month	ACH Module Fee
73290	Wire Service/Per Month	Monthly charge per Company ID for wire transfer module
73294	Image Item Retrieval/Per Image	Charge each image pulled and viewed on OTM.
73297	OLC DDA Statement	Charge for electronic DDA Statements available through Online Courier.
73298	OLC Analysis Statement	Charge for electronic Account Analysis Statements available through Online Courier
73401	OTM ACH Coll Appl Mthly Fee	N/A
73402	OTM ACH Batch Processing Fee	Charged for each collection application processed per processing window, regardless of the number of batches/files sent in each window.
73405	OTM ACH Addenda Originated	Charged for each ACH addenda record created
73408	OTM ACH Corp Pymts Credits Orig	Per-credit charge for processing a corporate - CCD, CCD+ (including Tax Payments) - ACH credit transaction originated by the client via OTM.
73412	OLC ACH Returns Report	Fee charged for ACH Returns Report available through Online Courier.
73502	Intl W/T Out Non-Rep USD OTM	Charge for processing an OTM-initiated, non-repetitive wire payment to a foreign beneficiary, denominated in a U.S. currency. With non-repetitive transfers the debit account, transferred dollar amount, and the credit instructions may vary.
73505	W/T Out Non-Rep (OTM PC Wire)	Charge for processing a domestic non-repetitive wire transfer initiated through OTM.

Service	Code Service Description	Definition
	73507 W/T Internal Non-Rep OTM Wire	Charge for posting and handling an OTM-initiated transfer received for the customer's account from another account within the bank. With non-repetitive transfers, the debit account, transferred dollar amount, and the credit instructions may vary.
	78428 EDI Translated Rpt-Faxed Page	Charge for providing EDI reports via facsimile.
	78871 EDI Origination Per 1000 Char	Charge for processing formatted payment information from the customer and translating it into an ACH transaction or check printing file.
	78873 EDI Translated Rpt-Per Item	Charge per transaction for providing remittance information to customer via mail, fax, or secure email.
	78907 EDI Auto D/T To Suntrust/Trans	Charge for electronic file transmission from client, per transmission.
	78908 EDI Auto D/T To Suntrust/Rcrd	Charge for electronic file transmission from client, per record transmitted.
	78950 EDI 820 Orig Maint	Monthly fee for providing EDI electronic file services.