AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE 1 OF PAGES 24

2. AMENDMENT/MODIFICATION NO.
0910

3. EFFECTIVE DATE
See Block 16C

4. REQUISITION/PURCHASE REQ. NO.
Not Applicable

5. PROJECT NO. *(If applicable)*

6. ISSUED BY CODE 893039

Richland Operations Office
U.S. Department of Energy
Richland Operations Office
P.O. Box 550, MSIN H5-20
Richland WA 99352

7. ADMINISTERED BY *(If other than Item 6)* CODE 00601

Richland Operations Office
U.S. Department of Energy
Richland Operations Office
P.O. Box 550, MSIN H5-20
Richland WA 99352

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*

MISSION SUPPORT ALLIANCE, LLC
Attn: ROBERT MILLER
POST OFFICE BOX 650
RICHLAND WA 99352

CODE 010605464 FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

x 10A. MODIFICATION OF CONTRACT/ORDER NO.
DE-AC06-09RL14728

10B. DATED *(SEE ITEM 13)*
04/28/2009

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA *(If required)*
Not Applicable

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

CHECK ONE	
	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: *(Specify authority)* THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES *(such as changes in paying office, appropriation data, etc.)* SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: I.79 FAR 52.232-12 Advance Payments (May 2001) Alt II (May 2001) and H.24 Payments and Advances
	D. OTHER *(Specify type of modification and authority)*

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

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

The purpose of this modification is to update Attachment J-9 Special Financial Institution Account Agreement for Use with the Payment Cleared Financing Agreement through June 30, 2023.

This modification does not add additional obligated funds to the contract as the work is incrementally funded. Accordingly, work under the Contract, such as described herein, must be performed within the amount of funds which have been allotted to the contract in accordance with Clause I.82 FAR 52.232.22 - Limitation of Funds (Apr 1984).

This action does not result in a change to Contract Cost, Fee, Price, or Obligated Funds.

Continued ...

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

15A. NAME AND TITLE OF SIGNER *(Type or print)*

16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*
Timothy E. Corbett

15B. CONTRACTOR/OFFEROR
(Signature of person authorized to sign)

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA
Signature on File
(Signature of Contracting Officer)

16C. DATE SIGNED
06/30/2020

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE	OF PAGES
	1	24

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
0910	See Block 16C	Not Applicable	

6. ISSUED BY CODE 893039

Richland Operations Office
U.S. Department of Energy
Richland Operations Office
P.O. Box 550, MSIN H5-20
Richland WA 99352

7. ADMINISTERED BY *(If other than Item 6)* CODE 00601

Richland Operations Office
U.S. Department of Energy
Richland Operations Office
P.O. Box 550, MSIN H5-20
Richland WA 99352

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*

MISSION SUPPORT ALLIANCE, LLC
Attn: ROBERT MILLER
POST OFFICE BOX 650
RICHLAND WA 99352

CODE 010605464 FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

x 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC06-09RL14728

10B. DATED *(SEE ITEM 13)* 04/28/2009

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Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended , by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted ; or (c) By separate letter or electronic communication which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted , such change may be made by letter or electronic communication, provided each letter or electronic communication makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA *(If required)*
Not Applicable

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CHECK ONE	
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X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: I.79 FAR 52.232-12 Advance Payments (May 2001) Alt II (May 2001) and H.24 Payments and Advances
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E. IMPORTANT: Contractor ☐ is not ☒ is required to sign this document and return 1 copies to the issuing office.

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Continued ...

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

15A. NAME AND TITLE OF SIGNER *(Type or print)*		16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*	
		Timothy E. Corbett	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		*(Signature of Contracting Officer)*	06/30/2020

NAME OF OFFEROR OR CONTRACTOR
MISSION SUPPORT ALLIANCE, LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	By signature on this modification, the Contractor agrees to the following Contractor's Statement of Release: In consideration of this Modification 910, agreed to herein as complete equitable adjustment, the Contractor hereby releases the Government from any and all liability under this contract for further equitable adjustments attributable to such facts or circumstances giving rise to this modification. Attachments: Attachment 1 - Section J Table of Contents Attachment 2 - Section J.9 Banking Agreement There are no other changes to the terms and conditions of the contract. Payment: Period of Performance: 05/26/2009 to 11/25/2020				

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SECTION J -- LIST OF ATTACHMENTS
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SPECIAL FINANCIAL INSTITUTION ACCOUNT AGREEMENT FOR USE WITH THE PAYMENTS CLEARED FINANCING ARRANGEMENT

This Agreement is entered into by and between the UNITED STATES OF AMERICA, represented by the Department of Energy (hereinafter referred to as "DOE" or "Government"), Mission Support Alliance, LLC (MSA), as a limited liability company existing under the laws of the State of Delaware (hereinafter referred to as the "Contractor") and U.S. Bank National Association, a national banking association formed under the laws of the United States of America, with an office located at 425 Walnut Street, Cincinnati, Ohio (hereinafter referred to as "Financial Institution").

RECITALS

(a) On the effective date of April 28, 2009, DOE and Contractor entered into Agreement No. DE-AC06-09RL14728, followed by a supplemental agreement thereto, providing for the transfer of Government funds on a payment-cleared basis.

(b) DOE requires that amounts transferred to Contractor thereunder be deposited in a special demand deposit account(s) at a financial institution covered by the 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 Contractor's general or other funds, and the parties are agreeable to so depositing said amounts with Financial Institution.

(c) The special demand deposit accounts shall be designated:

1. Mission Support Alliance, LLC - Contract Account
   Contract No. DE-AC06-09RL14728 Department of Energy

2. Mission Support Alliance, LLC - *Payroll CD Account
   Contract No. DE-AC06-09RL14728 Department of Energy

3. Mission Support Alliance, LLC - * Accounts Payable CD Account
   Contract No. DE-AC06-09RL14728 Department of Energy

4. Mission Support Alliance, LLC - *Fernald Legacy CD Account
   Contract No. DE-AC06-09RL14728 Department of Energy

5. Dade Moeller & Associates Hanford - *Payroll CD Account
   Contract No. DE-AC06-09RL14728 Department of Energy

6. Akima Hanford Services, LLC - *Payroll CD Account
   Contract No. DE-AC06-09RL14728 Department of Energy

7. Westech International MSA, LLC - *Payroll CD Account
   Contract No. DE-AC06-09RL14728 Department of Energy

*** Zero balance or controlled disbursement account closed to the Master Account on a daily basis**

COVENANTS

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

1. DOE shall have a title to the credit balance in said account to secure the repayment of all funds transferred to Contractor, and said title shall be superior to any lien, title, or claim of Financial Institution or others with respect to such accounts.

2. Financial Institution shall be bound by the provisions of said Agreement(s) between DOE and Contractor relating to the transfer of funds into and withdrawal of funds from the above special demand deposit account(s), which are hereby incorporated into this Agreement by reference, but Financial Institution shall not be responsible for the application of funds withdrawn from said account(s). After receipt by Financial Institution of directions from DOE Contracting Officer, 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 Financial Institution from the Government upon DOE stationery and purporting to be signed by, or signed by an authorized individual at the written direction of DOE may, insofar as the rights, duties, and liabilities of Financial Institution are concerned, shall be considered as having been properly issued and filed with Financial Institution by DOE.

3. DOE, or its authorized representatives, shall have access to financial records maintained by Financial Institution with respect to such special demand deposit account(s) 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, payments requests, correspondence, or documents pertaining thereto. Such financial records shall be preserved by Financial Institution for a period of six (6) years after the final payment under this Agreement, unless records are transferred to Contractor for retention at an earlier date.

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, Financial Institution shall promptly notify Contractor at:
   Mr. Richard M. Millikin
   Vice President & Chief Financial Officer
   Mission Support Alliance, LLC
   PO Box 650
   2490 Garlick Boulevard Avenue
   Richland, WA 99352

5. DOE shall authorize funds that shall remain available to the extent that obligations have been incurred in good faith thereunder by Contractor to Financial Institution for the benefit of the special demand deposit account(s). Financial Institution agrees to honor upon presentation for payment all payments issued by 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.

6. Financial Institution shall draw funds from an Automated Standard Application for Payment (ASAP) 1031 system account at the Federal Reserve Bank of Richmond (FRB• Richmond) for credit to Contractor's account. Financial Institution must determine the cutoff time for processing payments and deposits to ensure same day credit. The draw down is effected by sending an online request for funds (type code 1031) to FRB-Richmond via Fedwire by 5:45

p.m. Eastern time.

7. Financial Institution agrees to service the account in this manner based on the requirements and specifications contained in Statement of Work, Revision 1, effective July 1, 2020. Financial Institution agrees that per-item costs, detailed in the form "Schedule of Financial Institution Processing Charges," included as Attachment J will remain constant during the term of this Agreement. Financial Institution shall calculate the monthly fees based on services rendered and invoice Contractor. Contractor shall issue a check or automated clearinghouse authorization transfer to Financial Institution in payment thereof within 30 days of receipt of the invoice.

8. Financial Institution shall post collateral in accordance with 31 CFR 202 with the Federal Reserve Bank in an amount equal to the net balances in all of the accounts included in this Agreement (including the noninterest-bearing time deposit account), less the Department of Treasury-approved deposit insurance.

9. This Agreement, with all its provisions and covenants, shall be in effect beginning on the date last executed below and ending on the 30th day of June, 2023.

10. DOE, Contractor, or 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 13.

11. DOE or Contractor may terminate this Agreement at any time upon 30 days written notice to Financial Institution if DOE or Contractor, or both parties, find that Financial Institution has failed to substantially perform its obligations under this Agreement or that Financial Institution is performing its obligations in a manner that precludes administering the program in an effective and efficient manner that precludes the effective utilization of the Government's cash resources.

12. Notwithstanding the provisions of Covenants 10 and 11, in the event that the Agreement, referenced in Recital (a) between DOE and Contractor is not renewed or is terminated, this Agreement between DOE, Contractor, and Financial Institution shall be terminated automatically upon the delivery of written notice to Financial Institution.

13. In the event of termination, Financial Institution agrees to retain Contractors' special demand deposit accounts for an additional 90-day period to clear outstanding payment items.

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

    a. Term Agreement (Covenant 9)
    b. Termination of Agreement (Covenant 10 and 11)

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

15. Financial Institution has submitted the form entitled "Technical Representations and Certifications". This form has been accepted by Contractor and DOE and is incorporated herein as an integral part of this Agreement.

16. This Agreement and the following documents incorporated by reference into this Agreement

constitute the entire agreement of the parties and supersedes all prior communications, representations or agreements between the parties, whether oral or written. This Agreement may not be modified or amended except by mutual agreement of both parties in writing. Any conflict or inconsistency will be resolved by giving precedence in the following descending order:

a. The terms of this Agreement, including any amendments thereto.
b. The terms of the Statement of Work, including any amendments thereto.
c. The terms of the Schedule of Financial Institution Processing Charges, including any amendments thereto.
d. Financial Institution's Master Services Agreement, Services Terms and Conditions, and Your Deposit Account Agreement.

17. This Agreement may be executed in any number of counterparts and by the different parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument. The parties agree that signatures that are transmitted by facsimile or other electronic means shall be binding as of the effective date prescribed in paragraph 9 and to the same extent as original signatures. The parties agree to accept a digital image of this Agreement, as executed, as a true and correct original and admissible as best evidence for the purpose of state law, Federal Rule of Evidence 1002, and similar statutes and regulations.

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

U.S. Department of Energy
By: Timothy E. Corbett
(Contracting Officer)

_____
Date Signed

_____
(Signature of Contracting Officer)

_____
Date Signed

Mission Support Alliance, LLC
By: Richard M. Millikin
(Contractor's Representative)

Richard M Millikin Digitally signed by Richard M Millikin
Date: 2020.06.24 15:16:38 -07'00'

_____
(Signature of Contractor's Representative)
Vice President & Chief Financial Officer

06.24.20
Date Signed

U.S. Bank National Association
By: Robert E Loffink
(Financial Institution Representative)

(Signature of Financial Institution Representative)
Senior Vice President
555 SW Oak Street, Portland, OR 97204

NOTE

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, Stan Bensussen, certify that I am the Secretary of the limited liability company (LLC) named as Contractor herein; that Richard M. Millikin, who signed this Agreement on behalf of Contractor, was then Vice President & Chief Financial Officer of said LLC and that said Agreement was duly signed for and in behalf of said LLC by authority of its governing body and is within the scope of its corporate powers.

(Corporate Seal) (Signature)

NOTE

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

CERTIFICATE

I, Robert E. Loffink, certify that I am a Senior Vice President of U.S. Bank National Association, Financial Institution named herein; that Robert E Loffink, who signed this Agreement on behalf of Financial Institution, was then Senior Vice President of Financial Institution and that said Agreement was duly signed for and in behalf of Financial Institution by authority of its governing body and is within the scope of its powers.

(Corporate Seal) (Signature)

Identifier: SOW Revision: 1 Page: 1 of 6 Date: 07/01/2020	**STATEMENT OF WORK FOR BANKING SERVICES-LETTER OF CREDIT FINANCING**	MSA Mission Support Alliance

1. SCOPE

1.1 Introduction

Checks paid LOC funding is a method used by the Federal Government to provide funds to a contractor who is performing services or providing goods to the Department of Energy (DOE). Under this method, Contractor issues payments for program purposes. When these payments clear Financial Institution, the payments are totaled, and Financial Institution draws funds from an Automated Standard Application for Payment (ASAP) 1031 system account at the Federal Reserve Bank of Richmond (FRB-Richmond) for credit to Contractor's account. Financial Institution is compensated for services performed in the form of direct payment of fee including a noninterest-bearing deposits with Earnings Credit for full or partial offset of service charges. Information necessary to bid for and operate such an account and to establish the reporting requirements Financial Institution must meet are provided below. Financial Institution shall perform as detailed in this Agreement and the Statement of Work all technical and other work necessary to provide Banking Services as specified herein under the checks paid method letter of credit financing.

1.2 Work Included

Financial Institution shall provide banking services as specified herein and under the Special Financial Institution Account(s) Agreement for use with the Payments Cleared Financing Arrangement.

A. Financial Institution will total the payments cleared against the special account and subtract any deposits of available funds. This sum will be drawn from the ASAP 1031 account at FRB-Richmond. The amount of the drawdown should be sufficient to maintain the account balance net positive collected and as close to zero as administratively possible, avoiding hard dollar overdraft and negative collected overdrafts if possible. Financial Institution must determine the cutoff time for processing payments and deposits to ensure same day credit. The drawdown is affected by sending an online request for funds (type code 1031) to FRB-Richmond via Fedwire by 5:45 p.m. Eastern time. Contractor will provide Financial Institution with enrollment forms that will permit withdrawal of funds from the ASAP 1031 account at FRB-Richmond. Financial Institution will complete the forms and return them to Contractor.

a.) Financial Institution shall provide the draw down calculation to Contractor's Treasury email address for written verification from Treasury personnel prior to submission.

b.) Financial Institution shall submit the calculation to Contractor not later than 1:30 p.m. PT or 30 minutes before the Federal deadline, whichever is earlier.

c.) Contractor personnel will provide verification via email for the drawdown. In the event that Financial Institution does not receive written verification prior to the Federal Reserve deadline from Contractor's Treasury personnel, Financial Institution shall proceed with the draw down.

B. If Financial Institution providing these services is a branch of a parent institution, the drawdown on ASAP 1031 and subsequent transfer of funds from FRB-Richmond must be accomplished in time for the branch to receive same-day credit for the funds requested, before 5:45 p.m. ET.

C. It is anticipated that Contractor's account's balance will be as close to zero dollars ($0) as administratively possible. However, if a balance occurs, the rate used to compute the amount due is as follow:

a.) Assuming an excessive positive balance:

Positive Average Monthly Collected Balance shall earn a variable Earnings Credit Rate based on the then offered bank managed rate shown on the account analysis statement which is subject to change at any time and is due and payable to Contractor monthly.

b.) Assuming a negative balance:

Negative Average Daily Balance times an annual rate of Prime+4%, divided by a 360-day year times the actual number of days in the month.

c.) If an overdraft occurs, due to a banking error, Financial Institution will not charge Contractor overdraft or negative collected fees.

D. If Financial Institution has a pattern of excess drawdowns and fails to correct the problem after written notice from Contractor, 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 Contractor.

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

F. Financial Institution shall be compensated by the following method:

Calculating monthly fees based on services rendered and invoiced to Contractor as set forth in the Agreement. Contractor shall issue a check or automated clearinghouse authorization transfer to Financial Institution in payment thereof within 30 days from the receipt of the invoice.

G. Contractor observes a holiday curtailment during the Christmas holidays from Christmas to New Years. Financial Institution shall provide the necessary services to drawdown an amount sufficient to cover payments cleared during the curtailment period.

H. Financial Institution shall not outsource any services; but shall provide all services from the same financial institution.

I. Financial Institution shall:

a.) Have an operating facility located in Richland, Washington

b.) Be a commercial Bank with the Federal Reserve

c.) Be covered by approved government deposit insurance

J. Financial Institution shall furnish the following services:

a.) Establish Special Demand Deposit Sub-accounts that shall be operated as sub-accounts to the general account funded under the Letter of Credit.

b.) Contractor shall honor upon presentation for payment all checks issued by a designated agent and fund the sub-accounts daily from the general account.

c.) Provide online banking software and/or Internet access to manage and maintain all banking transactions including ACH transactions, wire transfers, stop payments, etc.

1.) Such online system will provide self-administration, requiring Contractor to serve as their own System Administrator, who must self-assign at least 2 Administrators to enable dual controls.

2.) Contractor is also responsible for assigning Administrative rights, roles and entitlements, and account accesses to the appropriate DOE employees for their sub-administration.

d.) Provide full account reconciliation and statements monthly and the availability of having a daily analysis of account activities.

e.) Safekeeping of checks, bank statements, and account analysis statements with the capability to provide copies of checks and statements for seven years from the date of the transaction.

f.) Maintain each account including the clearing of checks, the recording of deposits, deposit items returned and other account activity.

g.) Allow for Contractor to issue electronic stop payment orders online or manually as requested.

h.) Provide the capability to process Internet wire transfers using templates or free forms for domestic and international wire transfers.

i.) Furnish coin and currency on an as needed basis.

j.) Financial Institution shall permit Contractor to initiate electronic transactions for paperless entries through the Bank to accounts maintained at the Bank and other banks and financial institutions by means of the National Automated Clearing House Association (NACHA).

1.) Financial Institution shall provide a secure web site for encryption for transmittal of files, verification, and distribution of electronic deposits and payments to receiving banks.

2.) Process payroll by Automated Clearing House receiving an ACH file through a secure FTS line. Deposits must be made available within two working days or less to Contractor's employees' local banks prior to the start of business of pay date (currently Friday).

3.) Transmit state and federal tax payments electronically in accordance with applicable state and federal laws.

4.) Process Contractor's vendor payments flat file and have the ability to translate into NACHA format.

5.) EDI origination and receipt capabilities for all NACHA/ANSI standard electronic formats (i.e. CTX, CCD+, CTS, etc.).

k.) Provide full positive pay maintenance or reverse positive pay maintenance for each account and other fraud prevention tools including payee positive pay, ACH positive pay, ACH debit block, ACH debit filters.

l.) Financial Institution shall provide the other following information and services on a daily, weekly, monthly basis as available in a format that will allow Contractor to print, download or otherwise retain information for up to six years after final payment under this Agreement. Contractor shall be responsible for downloading records at appropriate intervals to provide accurate audit history and providing records and online access to DOE as required. Information provided by Financial Institution shall include:

1.) Current and prior day online reporting showing all daily transaction data details – information will be available for up to 45 days of prior day history standard, or up to 2 years online with purchase of extended data retention. Data can be saved, printed, downloaded or exported on a daily, weekly, monthly or as needed basis in standard report format, custom report formats or for specifically filtered data elements. Reports are available in PDF, CSV, BAI2, TXT, Bowser or Fixed Length formats.
2.) Copies of paid checks via electronic imaging online for up to 7 years and on monthly self-contained indexable and searchable CD-ROM – requires full version of Adobe Acrobat software to view
3.) Stop payment orders reporting within SinglePoint reporting
4.) Incoming and initiated Wire Transfer detail reporting within SinglePoint
5.) ACH transactions, NOC and Returns within SinglePoint reporting
6.) Returned deposit Items, to include images retained online for up to 7 years after the date of the transaction
7.) Reconciliation services – monthly
8.) Bank, Analysis and any Special statement services – 12-month history retained online
9.) Foreign Bank drafts and international wires

10.) Remote deposit services, to include images
11.) Lock box services, to include imaging retained online for up to 2 years

K. Provide initial setup and training to Contractor.

a) Provide an assigned Relationship Account Manager to support day-to-day problems and issues. Financial Institution selected will be requested to provide on-site product updates, training and a review of account issues and concerns to Contractor at least once a year.

M. Optional services that Financial Institution may provide:

a) Provide a credit card processing system to accept a variety of credit cards receipts and the related charges.

Schedule of Financial Institution Processing Charges
Attachment J
7/1/2020 - 06/30/24

Bank Element ID	AFP Code	Service Unit	Proposed Contract Prices
		Depository Services	
DDA01543	010000	Account Maintenance	$ 8.00000
DDA01506	010101	Paper Credits	$ 0.20000
DDA01500	010101	Electronic Credits	$ 0.20000
DDA01556	010100	Paper Debits	$ 0.10000
DDA01553	010100	Electronic Debits	$ 0.10000
DDA01514	010102	Combined Transactions/Items	$ -
DDA01358	150101	Reject Checks Paid	$ 0.10000
DDA01507	100224	Deposited Item	$ 0.05500
DDA01508	100400	Returned Deposited Items	$ 3.25000
DDA01374	100405	Returned Item Special Instruc	$ 5.00000
DDA01364	100402	Redeposited Returned Item	$ 3.25000
DDA01407	100440	Returned Item Email Notice	$ 1.00000
DDA01108	100401	Returned Item Image Copies	$ 1.00000
DDA01110	100403	Returned Item Image Viewed	$ 0.07000
DDA01111	100414	Returned Item Img Advice View	$ 0.07000
DDA01205	000230	Deposit Coverage - Variable Rate Pass Thru per $1,000 ledger balance	$ 0.12900
DDA01126	150341	Overdraft Paid Fee	$ 15.00000
DDA01103	150340	Overdraft Returned Fee	$ 15.00000
DDA01130	000202	Extended Overdraft Fee	$ 15.00000
DDA01610	010320	Snapshot Statement/Copy	$ 6.00000
DDA01510	010320	Special Statements	$ 14.00000
DDA01525	010310	Paper Statement Fee	$ 5.00000
DDA01614	010310	Image Paper DDA Statement	$ 5.00000
DDA01528	151350	Stmt w/Check Ft Images	$ 5.00000
DDA01516	150240	Check Filter Monthly Maint	$ 10.00000
DDA01517	150320	Check Filter Items Returned	$ -
DDA01519	150420	Manual Stop Payment-24 Months	$ 15.00000
DDA01214	010600	Account Inquiry	$ 6.00000
DDA01215	010600	Related Acct Transfer by Phone	$ 6.00000
DDA01204	151342	Copy of Check/Deposit Ticket	$ 5.00000
DDA21155	010330	Elec DDA Monthly Maintenance	$ 25.00000
DDA35997	000210	Charge For Neg Coll Balance -Variable Rate Pass Thru	0.00725
		(Based on Prime + 4%, 360 day year, actual days in month)	
		Account Reconcilement Services	
DDA03101	150030	Partial/Positive Pay Maint	$ 60.00000
DDA03102	150120	Partial/Positive Pay-per Item	$ 0.04000
DDA03541	200120	Partial ARP - per Item	$ 0.04000
DDA03014	150030	Full/Positive Pay Maint	$ 60.00000
DDA03137	150120	Full/Positive Pay - per Item	$ 0.04000
DDA03752	200010	ARP Full Maintenance	$ 85.00000
DDA03542	200110	Full ARP - per Item	$ 0.04000
DDA03106	150030	SP Positive Pay Only Maint	$ 60.00000
DDA03107	150120	SP Pos Pay Only - per Item	$ 0.04000
DDA03130	150030	Teller Payee Positive Pay	$ -
DDA03017	150322	SP Checks Returned	$ 10.00000
DDA03019	151352	SP Pos Pay Image Retrieval	$ 0.07000

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Bank Element ID	AFP Code	Service Unit	Proposed Contract Prices
DDA03022	20020B	SP Issue/Cancel Input	$ 0.25000
DDA03024	150310	SP Positive Pay Exceptions	$ 1.25000
DDA03026	20020B	SP Issue Mnt Upload - per File	$ 5.00000
DDA03027	159999	SP Issue Mnt Confirm-per File	$ 0.25000
DDA03029	200100	SP ARP Recon Report-per Item	$ 0.01000
DDA03031	200306	SP ARP Recon Reports Maint	$ 10.00000
DDA03032	151200	Recon Printing / Mailing Fee	$ 6.00000
DDA03037	200306	SP ARP Recon Outstanding Maint	$ 10.00000
DDA03038	200306	SP ARP Recon Outstanding Item	$ 0.01000
DDA03039	200306	SP ARP Daily Paid Monthly Main	$ 10.00000
DDA03040	200306	SP ARP Daily Paid - per Item	$ 0.01000
DDA03041	200306	SP ARP Daily Outstanding Maint	$ 10.00000
DDA03042	200306	SP ARP Daily Outstanding Item	$ 0.01000
DDA03121	200201	Transmission Input	$ 5.00000
DDA03044	150120	SP Same Day PPay per Item	$ 0.01000
DDA03045	150120	SP Same Day PPay Exception	$ 1.25000
DDA03688	200301	ARP Transmission Output	$ 5.00000
DDA03122	200301	ARP Transmission - per Item	$ 0.01000
DDA03366	151100	Check Sort Maint	$ 15.00000
DDA03537	151100	ARP Check Sort - per Item	$ 0.03000
DDA03754	150100	Daily Paid List Maint	$ 15.00000
DDA03756	150100	Daily Paid List Items	$ 0.01000
DDA03016	150122	Payee Positive Pay Maintenance	$ 15.00000
DDA03015	151022	Payee Positive Pay-per Item	$ 0.01000
DDA03021	150122	SP Payee Pos Pay Exceptions	$ 1.25000
DDA35051	010802	File Level Encryption Mo Maint	
DDA35051	010802	For First 1	$ 55.00000
DDA35051	010802	For Over 1	$ -
DDA03690	200201	Outstanding Issues Report	$ 10.00000
DDA03036	150230	Stale Date Maintenance	$ 10.00000
DDA03127	150230	Stale Date Trans - per File	$ 5.00000
DDA03691	200301	ARP Transmission BAI Format	$ 5.00000
		SinglePoint	
DDA29010	400272	Sp Current Day Per Acct	$ 30.00000
DDA29020	400272	Sp Current Day Per Item	$ 0.05000
DDA29100	400272	Sp Previous Day Per Acct	$ 20.00000
DDA29110	400272	Sp Previous Day Per Item	$ 0.05000
DDA29800	400272	SP Returned Items Mo Maint	$ 10.00000
DDA29014	050310	SP Lockbox Summary Report	$ 55.00000
DDA29200	010407	Account Analysis Report TXT	
DDA29200	010407	For First 1	$ 10.00000
DDA29200	010407	For Over 1	$ 5.00000
DDA29201	409999	Account Analysis Report PDF	
DDA29201	409999	For First 1	$ 10.00000
DDA29201	409999	For Over 1	$ -
DDA29202	010307	Monthly DDA Statement TXT	$ 5.00000

Schedule of Financial Institution Processing Charges
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Bank Element ID	AFP Code	Service Unit	Proposed Contract Prices
DDA29203	409999	Monthly DDA Statement PDF	$ 5.00000
DDA29205	250720	ACH Return and NOC Report	$ 2.50000
DDA29217	250720	ACH Return and NOC Report	$ 2.50000
DDA29209	250720	ACH Filter Rejected Item Rpt	$ -
DDA29210	250720	ACH Filter Authorization Rpt	$ -
DDA29225	300225	EDI Remittance Report	$ 35.00000
DDA29015	050311	SP Lockbox Detail Report	$ 55.00000
DDA29302	400800	SP Extended Retention-6 mos	$ 25.00000
DDA29303	400800	SP Extended Retention-12 mos	$ 25.00000
DDA29304	400800	SP Extended Retention-18 mos	$ 25.00000
DDA29305	400800	SP Extended Retention-24 mos	$ 50.00000
DDA29310	401020	SP Token Monthly Maintenance	$ 1.25000
DDA29320	401020	SP Token Replacement	$ 30.00000
DDA29325	400810	SP User Add/Modify/Delete	$ 5.00000
DDA29326	400810	SP Account Add/Modify/Delete	$ 5.00000
DDA29421	400110	Previous Day Xmit Mo Maint	$ 25.00000
DDA29422	400110	Prev Day Xmit-per Transmit	$ 5.00000
DDA29423	400232	Previous Day Xmit-per Item	$ 0.05000
DDA29425	400110	Current Day Xmit Mo Maint	$ 25.00000
DDA29426	400110	Current Day Xmit-per Xmit	$ 5.00000
DDA29427	400110	Current Day Xmit-per Item	$ 0.05000
DDA29428	400110	SP Current Day ACH Addenda	$ 0.02000
DDA29431	409999	SP Book Transfer Mo Maint	
DDA29431	409999	For First 1	$ 10.00000
DDA29431	409999	For Over 1	$ -
DDA29432	409999	SP Book Transfer-per Transfer	$ 0.10000
DDA29441	150410	SP Stop Payments Mo Maint	
DDA29441	150410	For First 1	$ 10.00000
DDA29441	150410	For Over 1	$ -
DDA29442	150410	SP Stop Payments-per Stop	$ 9.00000
DDA29443	150413	SP Stop Payments-per Revoke	$ 9.00000
DDA29444	150400	SP Stop/Inquiry ARP-per Item	$ 0.10000
DDA29445	150412	SP Stop Pmt Renewal-per Stop	$ 2.50000
DDA29485	409999	SP Stop Payment Transmission	$ 5.00000
DDA29481	100500	SP Adjustments Mo Maint	$ -
DDA29651	250000	SP ACH Origination Mo Maint	
DDA29651	250000	For First 1	$ 25.00000
DDA29651	250000	For Over 1	$ -
DDA29504	250611	SP ACH Adjustment Mo Maint	$ 15.00000
DDA22641	250000	SP ACH Positive Pay Mo Maint	$ 17.50000
DDA29511	350000	SP Wires Monthly Maintenance	
DDA29511	350000	For First 1	$ 10.00000
DDA29511	350000	For Over 1	$ -
DDA22642	250000	SP ACH POS Pay Authorization	$ 1.00000
DDA22643	250000	SP ACH POS Pay per Paid Item	$ 0.10000
DDA29521	150030	SP Positive Pay Monthly Maint	$ -
DDA29531	200201	SP Issue Maint Mo Maintenance	
DDA29531	200201	For First 1	$ 10.00000

Schedule of Financial Institution Processing Charges
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Bank Element ID	AFP Code	Service Unit	Proposed Contract Prices
DDA29531	200201	For Over 1	$ -
DDA29541	151350	SP Image Access Mo Maint	$ 25.00000
DDA29601	409999	SP External User Message Sent	$ -
DDA21801	309999	SPT File Manager Monthly Maint	$ 10.00000
		Wire Transfers	
DDA07696	350000	Wire Monthly Maint Voice-Pin	$ 2.00000
DDA07593	350300	Incoming Fedwire	$ 6.50000
DDA07311	350712	Incoming Intl Wire	$ 10.00000
DDA07586	350123	Internal Wire Credit	$ 6.00000
DDA07548	350124	Internal Wire Debit	$ 6.00000
DDA07832	350200	Voice Fedwire Repetitive	$ 7.50000
DDA07833	350202	Voice Fedwire Non-Repetitive	$ 7.50000
DDA07120	350700	Voice Intl USD Repetitive	$ 20.00000
DDA07312	350700	Voice Intl USD Non-Repetitive	$ 20.00000
DDA07824	350202	Bank- Fedwire Non-Repetitive	$ 7.50000
DDA07825	350202	Bank- Fedwire Repetitive	$ 7.50000
DDA07822	350700	Bank- Intl USD Non-Repetitive	$ 20.00000
DDA07823	350700	Bank - Intl USD Repetitive	$ 20.00000
DDA07597	350300	Incoming Fedwire Ctp	$ 6.50000
DDA07801	350580	Wire Transfer Special Handling	$ 10.00000
DDA07803	350540	Cancelled Outgoing Wire	$ 2.50000
DDA07804	350500	Returned Incoming Wire	$ 10.00000
DDA07805	350500	Returned Outgoing Wire	$ 10.00000
DDA07836	350600	Batch Wire Monthly Maint	$ 105.00000
DDA07835	35010Z	Batch Wires	$ 9.50000
DDA07837	350701	Batch Wires Intl FX	$ 20.00000
DDA07838	350701	Batch Wires Intl USD	$ 20.00000
DDA21052	300000	Translation Monthly Maint	$ 150.00000
DDA21055	350199	Batch Wire Translation-Payment	$ 0.08000
DDA21056	300100	Batch Wire Transmission	$ 12.00000
DDA07911	350520	Drawdown Request Inbound	$ 7.50000
DDA07912	350520	Drawdown Request Outbound	$ 7.50000
DDA07400	350100	SP Fedwire Repetitive	$ 7.50000
DDA07401	350104	SP Fedwire Non-Repetitive	$ 7.50000
DDA07404	350700	SP Intl FX Repetitive	$ 15.00000
DDA07405	350700	SP Intl FX Non-Repetitive	$ 20.00000
DDA07402	350700	SP Intl USD Repetitive	$ 20.00000
DDA07403	350700	SP Intl USD Non-Repetitive	$ 20.00000
DDA07406	350120	SP Internal	$ 6.00000
DDA07407	350521	SP Drawdown	$ 7.50000
DDA29514	350403	SP Wire Beneficiary Email	$ 0.10000
		Controlled Disbursements	
DDA13630	150000	Controlled Disb - Fixed	$ 75.00000
DDA13631	150110	Controlled Disb - per Item	$ 0.09000

Schedule of Financial Institution Processing Charges
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Bank Element ID	AFP Code	Service Unit	Proposed Contract Prices
		Zero Balance Accounts	
DDA11658	010020	ZBA Lead	$ 15.00000
DDA11656	010021	ZBA Subsidiary	$ 10.00000
		Image Services	
DDA14043	151351	SP Cks Pd per item Stored	$ 0.03500
DDA14044	151351	Dep Itms Img per Item Stored	$ 0.03500
DDA14013	151350	Image Archive Monthly Maint	$ 25.00000
DDA14010	151351	Image Archive per Check Image	$ 0.06000
DDA14011	151353	Image Archive - per CD-ROM	$ 5.00000
DDA14014	151353	Duplicate CD-ROM	$ 5.00000
DDA14027	151360	Image Check Return-per Item	$ 0.25000
DDA14038	151351	Image Archive per Ck/Dep Image	$ 0.06000
DDA14045	151352	SP Short Term Imgs Retrieved	$ 0.25000
		ACH Services	
DDA22422	250202	Intl ACH Received Item	$ 0.50000
DDA22093	250000	ACH Monthly Maintenance	$ 25.00000
DDA22063	250120	ACH Originated Addenda Item	$ 0.02000
DDA22959	250501	ACH Process Run	$ 5.00000
DDA22075	250102	ACH Orig Transit Item	$ 0.12000
DDA22000	250102	Same Day ACH Orig Transit Item	$ 0.50000
DDA22961	250102	ACH Originated On-US Item	$ 0.12000
DDA22632	259999	ACH File Confirmation Email	$ 1.25000
DDA22927	250310	ACH Redeposited Item	$ 2.25000
DDA22423	250202	ACH Received Item	$ 0.12000
DDA22972	250220	ACH Received Addenda Item	$ 0.02000
DDA22415	259999	ACH Outgoing Transmission	$ 5.00000
DDA22520	251050	ACH Block Mthly Maint-per Acct	$ 8.00000
DDA22991	251050	ACH Filter Mthly Maint	$ 15.00000
DDA22522	251055	ACH FILTER CHANGE	$ 5.00000
DDA22060	250300	Unauth ACH Return - per Item	$ 7.00000
DDA22070	250302	ACH Return-per Item	$ 2.50000
DDA22414	251070	ACH Notification of Change	$ 2.50000
DDA22530	251052	Business ECheck Block Item	$ -
DDA22532	251055	Business ECheck Block Mo Maint	$ 6.00000
DDA22071	250640	ACH Item Adjustment Request	$ 10.00000
DDA22064	250641	ACH Batch Adjustment Request	$ 10.00000
DDA22072	250641	ACH Letter of Indemnity	$ 35.00000
DDA22067	250642	ACH File Adjustment Request	$ 10.00000
DDA22029	259999	SDA Special Processing	$ 150.00000
DDA22203	250102	SP ACH On-US Item	$ 0.12000
DDA22204	250102	SP ACH Transit Item	$ 0.12000
DDA22001	250102	SinglePoint SDA Transit Item	$ 0.50000
DDA22206	250505	SP ACH Process Run	$ 5.00000
DDA22514	250401	ACH Return/NOC Faxed	$ 8.00000
DDA21184	300010	ACH Remittance Monthly Maint	$ 35.00000

Schedule of Financial Institution Processing Charges
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Bank Element ID	AFP Code	Service Unit	Proposed Contract Prices
DDA22350	251000	UPIC Monthly Maintenance	$ 10.00000
DDA22207	250302	SP ACH Rtn Item	$ 2.50000
DDA22209	250300	SP Unauth ACH Ret - per Item	$ 7.00000
DDA22208	251070	SP ACH NOC Item	$ 2.50000
DDA21037	30012Z	ACH Originated-per Addenda	$ 0.02000
		Branch Coin/Currency Services	
DDA23603	10001Z	Cash Deposited-per $100	$ 0.08000
DDA23533	100011	Coin Deposited-per Roll	$ 0.15000
DDA23428	100000	Branch Deposit Processing Fee	$ 1.25000
DDA23422	109999	Night Dep Processing-per Dep	$ 1.25000
DDA23632	100012	Loose Mixed Coin Dep-per Bag	$ 5.00000
DDA23427	100501	Cash Deposit Adjustment Fee	$ 5.00000
DDA23519	10004A	Currency Ordered-per Strap	$ 0.50000
DDA23532	100044	Coin Rolls Ordered-per Roll	$ 0.10000
DDA23522	100046	Coin Rolls Ordered-per Box	$ 5.00000
DDA23602	100040	Standard Chng Order-per Order	$ 5.00000
DDA32014	150501	Non Customer On US Ck Cashing	$ 5.00000
		Electronic Deposit Services	
DDA04100	101300	EDM Monthly Maint - per Acct	
DDA04100	101300	For First 1	$ 80.00000
DDA04100	101300	For Over 1	$ 15.00000
DDA04113	101300	Web Monthly Maint - per Wrkstn	$ 30.00000
DDA04119	151353	Image CD - per CD	$ 35.00000
DDA04227	109999	Deposit Credit	$ 1.25000
DDA04247	101311	Image Check Item - On-Us	$ 0.12000
DDA04248	101310	Image Check Item - Transit	$ 0.12000
DDA04143	101320	Remittance Item	$ 0.10000
DDA04271	101320	Image Document - per Item	$ 0.10000
DDA04118	151352	Image Retrieval - per Item	$ 0.75000
		International Banking	
DDA34120	600326	Foreign Check Deposited to FCA	$ 5.00000
		Miscellaneous Charges	
DDA35774	010630	Audit Confirms	$ -
DDA35706	000371	Invoice Fee	$ -
DDA35702	999999	Merchant Discount	Merch Activity Pass Thru

ATTACHMENT NO. 3

TECHNICAL REPRESENTATIONS AND CERTIFICATIONS

The Financial Institution makes the following technical representations and certifications as part of its proposal to the Contractor for banking services 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 (**X**) national chartered financial institution formed under the laws of the United States of America ( ) State chartered financial institution organized and existing in the State of_____.

   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 _0_%.

   d. The Financial Institution insures each time account for $250,000 under federally approved deposit insurance (**X**) Yes ( ) No. Deposits are insured by a Government deposit insurance organization approved by the Department of the Treasury. If no explain:

   e. The Financial Institution has direct online access to the Federal Reserve Communication System (FRCS). If no, explain: **Yes**

   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 5:45 p.m. Eastern time. If no explain: **Yes**

2. Minority Business Enterprises

   Does the Financial Institution operate as a minority- or woman-owned business enterprise with at least 50-percent ownership by minority group or women members? ( ) Yes (**X**) No. (For present purposes, minority group members are African Americans, Hispanic Americans, Asian Americans, American Indians, Caucasian Women, Eskimos, and Aleuts.)

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

      U.S. Bank currently services and reconciles payments for 8 Labs/Department of Energy Contractors.

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

Service: **38,910/mo** Reconciliation: **61,941/mo**

As the 5th largest financial institution in the United States, U.S. Bank provides transaction clearing and reconciliation services for customers including millions of transactions. On average our Controlled Disbursement customers issue over 200 checks per day and the average dollar size of customer's daily clearings is over $800,000. U.S. Bank originates an average of 71,616,113 ACH items per month totaling $1.7 trillion. U.S. Bank also receives an average of 52,259,905 ACH items per month totaling $130.9 billion. We provide reconciliation services for over 13,000 customers. Specific to the 8 DOE Labs/Contractors that we currently process for, we have provided to following maximum number of payment clearings and reconciliations shown above.

Date	Name:	Signature
06/30/2020	**U.S. Bank National Association**	Name: Robert Loffink Title: Senior Vice President