

RFP-25-238-ACT-BANKSERVICE

Request for Proposal

Banking Services for FY26 – FY28



RFP Release Date	October 29, 2025	4:00 p.m.
Deadline to Submit Questions	November 7, 2025	11:00 a.m.
Response to Questions Posted	November 12, 2025	4:00 p.m.
Proposal Submission Deadline	November 21, 2025	4:00 p.m.

RFP Links: <https://aacog.gov/procurement>

Notice: Prospective proposers who receive this document from a source other than THE AGENCY should immediately contact the AGENCY and provide their name, company, and email address in order that an addendum to the RFP or other communication can be delivered. Any prospective proposer who fails to provide the AGENCY with this information assumes complete responsibility for complete submission requirements.

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 Attachment F – Pricing
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 Attachment H – Certification Sheet
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 Attachment N -Request to Be Added to Vendor/Bidder List
 Attachment O – AGENCY 2026 Public Funds Investment Policy

PART 1.0–Scope of Request

1.1 Purpose of Request for Proposal

The purpose of this Request for Proposal (RFP) is to identify eligible bank institutions to provide bank depository services and obtain the most advantageous financing for the refinance of the AACOG Complex, where AACOG is currently located. These bank services are for the Alamo Area Council of Governments (AACOG), Alamo Area Development Corporation (AADC), Alamo Area Housing Finance Corporation (AAHFC), and any other affiliated entities, known as the (“AGENCY”) in this document. The initial contract period will be for three (3) years with two (2) one (1) year extensions that will be at the discretion of the AGENCY Board of Directors. The initial contract will begin January 1, 2026 and end December 31, 2028. The contract will provide a transition period not to exceed ninety (90) days for migration and implementation to a new bank at the end of the term.

1.2 Background Information

1.2.1 The Alamo Area Council of Governments (AACOG), (“AGENCY”) is a voluntary association of municipal and county governments and special districts located in Bexar County and the surrounding twelve counties. Defined as a political subdivision of the State of Texas, the AGENCY was established in 1967 under Chapter 391 of the Local Government Code as a voluntary association of local governments and organizations that serves its members through planning, information, and coordination activities. The AGENCY serves the Alamo Area/State Planning Region 18, which covers 13 counties and 12,582 square miles. Comprising the area planning region are Atascosa, Bandera, Bexar, Comal, Frio, Gillespie, Guadalupe, Karnes, Kendall, Kerr, Medina, McMullen, and Wilson counties.

1.2.2 Alamo Area Development Corporation (AADC), (“AGENCY”) is a nonprofit 501(C) 3 component unit representing Bexar County and the surrounding twelve counties.

1.2.3 Alamo Area Housing Finance Corporation (AAHFC), is a public nonprofit corporation, duly organized and incorporated under and pursuant to the Texas Housing Finance Corporations Act as amended, Chapter 394, Texas Local Government Code, that provides decent, safe and sanitary housing for residents at prices they can afford.

1.2.4 AACOG purchased the AACOG Complex in April 2021 and signed a five-year promissory note that expires in May 2026. The AACOG Complex is 132,832 square feet and consists of two buildings located at 2700 NE Loop 410. The AACOG Plaza was purchased outright, and the AACOG Tower was financed.

1.2.4.1 The AACOG Tower is a six-story office building, 105,148 s.f.

1.2.4.2 The AACOG Plaza is a one-story office building, 27,684 s.f.

1.3 Authority

1.3.1 Texas Government Code, Title 3, Subtitle Z, Chapter 391

1.3.2 Texas Government Code, Chapter 2161

1.3.3 Texas Government Code, Chapter 2254, Subchapter B

1.3.4 Texas Government Code, Chapter 394

1.4 Scope of Work

1.4.1 The AGENCY is requesting proposals from bank institutions to provide bank depository services as well as refinancing rates for the AACOG complex. The initial contract period will be for three (3) years with two (2) one (1) year extensions that will be at the discretion of the AGENCY Board of Directors. The initial contract will begin January 1, 2026 and end December 31, 2028. The contract will provide a transition period not to exceed ninety (90) days for migration and implementation to a new bank at the end of the term.

1.4.2 The AGENCY is looking for a 25 year amortization period, with a 5-7 loan term based on a 25 year amortization, as a fixed rate, with options to increase/decrease amortization period. The type of borrowing would be a Permanent (1st Lien) loan.

1.4.3 The objective is to identify the banking institution that can offer the most comprehensive services at the most competitive rates. The AGENCY is also looking to refinance our mortgage loan in 2026. Proposal response will be submitted by two (2) methods:

1.4.3.1 **Method 1** – Provide monthly fee for all services and maximum interest rate on available balances. Provide the interest rate for refinancing the AACOG complex, as well as terms of the loan (attachment G). Provide the current rates that your bank is paying on certificates of deposit for 180, & 360 day terms.

1.4.3.2 **Method 2** – Provide information per the RFP bid response form

1.4.4 Bid Methods 1 and 2 will be based on the following AGENCY historical transaction history. For the purpose of the bid notice and the bid form furnished herewith, funds of the AGENCY shall include, but not limited to, the following:

Bank Accounts and Transaction History for September 2025

Account Description	No. of Credits	Amounts	No. of Debits	Amounts	Ending Balance
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AGENCY General Account	123	15,185,173	50	15,324,634	12,388
Money Market	3	1,982,160	2	1,850,000	132,328
CPS Account (sweep from General Account)	9	16,943	16	16,943	0
AACOG Complex	13	159,676	4	118,878	103,199
Employee Fund	5	1,814	0	0	20,140
AADC General Account	0	0	0	0	2.18
AADC Money Market	1	28	0	0	9,647
AAHFC General Account	2	100	0	0	100
AAHFC Money Market	1	2,375	1	100	835,657
Certificates of Deposit		4,835,386			4,835,386
Investment Pools (Lonestar & TexPool)		6,590,397			6,590,397

1.5 Miscellaneous Information

1.5.1 Requests for Proposals (RFP) are issued under the authority of the Government Code, Chapter 2254, and Sub-chapter B, which delineates the statutory requirements governing invitations for proposals and request for offers by state agencies.

1.5.2 It is the policy of the AGENCY to encourage participation by small and historically underutilized businesses (HUBs), as defined in Government Code, Chapter 2161, as contractors to the AGENCY and to include HUBs in at least 10 percent (10%) of the total value of contracts awarded annually.

1.5.3 The bidder/proposer affirms that he has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this bid.

1.5.4 Proposers certify as a condition of award that they have not engaged in collusion with other vendors or anyone else in relation to the preparation and/or submittal of their bid for this project.

1.6 Acronyms

1.6.1 AGENCY - Alamo Area Council of Governments (AACOG), Alamo Area Development Corporation (AADC), and Alamo Area Housing Finance Corporation (AAHFC)

1.6.2 AACOG – Alamo Area Council of Governments

1.6.3 AADC – Alamo Area Development Corporation

1.6.4 AAHFC – Alamo Area Housing Finance Corporation

1.6.5 HUB – Historically Underutilized Business

1.6.6 COG – Council of Governments

PART 2.0–RFP Response Information

Listed below is a summary of all required information to be included in a proposal submitted in response to this Request for Proposal. The AGENCY reserves the right, in its sole judgment and discretion, to waive minor technicalities and errors in the best interest of the AGENCY. It is the policy of the AGENCY to conduct procurement in a manner that provides for full and open competition. An award will be made only to an organization possessing the qualifications and demonstrated ability to perform successfully under the terms and conditions of a contract. The services solicited under this RFP are procured under the Competitive Proposal Method.

2.1 Response Deadline

The RFP response deadline is **November 21, 2025, 4:00 p.m.**

2.2 Technical Questions

2.2.1 The AGENCY will accept questions submitted via electronic mail, not later than **November 7, 2025, 11:00 a.m.**

2.2.2 Any Addendum to the RFP, to include all questions received via email, will be delivered to all interested parties, and included in archived documents on the AACOG and Electronic State Business Daily website on **November 12, 2025.**

2.2.3 No other representative of the agency is allowed to accept or respond to questions related to this solicitation other than:

Debbie Ugarte, Procurement Director
Alamo Area Council of Governments
dugarte@aacog.gov

or

Isaac Jones, Senior Procurement
Analyst Alamo Area Council of
Governments
ijones@aacog.gov

2.3 Contact with AGENCY Employees

During the period between the RFP issue and award dates, if any, all Respondents shall restrict all contact with AGENCY employees and direct all questions regarding this RFP, including questions regarding terms and conditions, only to the Procurement Director or Senior Analyst. Do not contact members of the Board of Directors, other employees of the AGENCY or any of the AGENCY's agents or administrators. Contact with any of these prohibited individuals after issuance of this RFP and before selection is made, may result in disqualification of the Respondent. The communications prohibition shall terminate when the contract is recommended by the AGENCY, considered by the Board of Directors at a noticed public meeting, and a contract has been awarded. In the event the Board of Directors refers the recommendation back to staff for reconsideration, the communications prohibition shall be re-imposed. Additionally, during the time period between the award by the Board of Directors and the execution of the contract, Respondents shall not engage in any prohibited communications as described in this section.

2.3.1 Communications

2.3.1.1 Prohibited Communications

Prohibited communications includes direct contact, discussion, or promotion of any Respondent's proposal with any member of the AGENCY's Board of Directors or employees except for communications with the AGENCY's designated representative as set forth in this RFP and only in the course of inquiries, briefings, interviews, or presentations. This prohibition is intended to create a level playing field for all potential Respondents, assurance that decisions are made in public, and to protect the integrity of the RFP process. Except as provided in the above stated exceptions, the following communications regarding a particular invitation for bids, requests for proposal, requests for qualifications, or other solicitation are prohibited:

- 2.3.1.1.1** Communications between a potential vendor, service provider, bidder, respondent, lobbyist or consultant and any member of the AGENCY's Board of Directors;
- 2.3.1.1.2** Communications between any director and any member of a selection or evaluation committee; and
- 2.3.1.1.3** Communications between any director and administrator or employee.

2.3.1.2 Non-Prohibited Communications

- 2.3.1.2.1** Communications with the Agency's purchasing agent specifically named and authorized to conduct and receive such communications under this RFP or upon the request of the AGENCY, with the AGENCY's general counsel;

2.3.1.2.2 Presentations made to the Board of Directors during any duly noticed public meeting.

2.3.1.2.3 Nothing contained herein shall prohibit any person or entity from publicly addressing the AGENCY's Board of Directors during any duly noticed public meeting, in accordance with applicable Board policies, on a matter other than this RFP or in connection with a presentation requested by the AGENCY's representatives.

2.4 Availability of Request for Proposal

The RFP will be posted as noted on Page 1, RFP Links, or at the request of the proposer, by contacting procurement staff at the above e-mail beginning October 29, 2025, after 4:00 p.m. Any interested party that receives this RFP by means other than directly from the AGENCY, is responsible for notifying the AGENCY that it has received an RFP package so that when an addendum to this RFP is issued the information can be provided to all interested parties.

2.5 Responses

All responses must be received by the Alamo Area Council of Governments (AACOG) no later than 4:00 p.m. (CST) on November 21, 2025. Proposals received after this deadline will not be accepted or considered under this procurement. No exceptions will be made for any reason.

Electronic Submission Requirement

Proposals shall be submitted **electronically by email only**. Hard copies, facsimiles, mailed, hand-delivered, or courier-delivered submissions will **not** be accepted.

All proposal submissions must be transmitted to the following email addresses:

Email: procurement@aacog.gov

CC: ijones@aacog.gov

The subject line of the email shall state:

RFP Submission – RFP-25-238-ACT-BANKSERVICE

Respondents shall submit **one (1) complete electronic proposal** in **Portable Document Format (PDF)** containing all required forms, signatures, and supporting documentation as specified in this solicitation.

The **timely submission** of proposals is the sole responsibility of the Respondent. AACOG is not responsible for technical issues, email delays, or file size limitations that prevent timely receipt of proposals. Respondents are encouraged to request an electronic **delivery or read receipt** as confirmation of submission.

Any **modifications or withdrawals** of a proposal must be submitted by email prior to the stated deadline. A withdrawal request must be submitted in writing and signed by an authorized representative of the Respondent.

2.6 Miscellaneous Proposal Criteria

- 2.6.1** Are free of all obligations and interests that might conflict with the best interests of the AGENCY;
- 2.6.2** Have the capacity of providing services on a timely basis; and
- 2.6.3** Warrant that they nor any member of their controlling management presently has a relationship with any member of the AGENCY Board of Directors or an AGENCY officer with contractual authority and will not enter into any such relationship, directly or indirectly, which would create or provide the appearance of a conflict of interest in the performance of any agreement with the AGENCY. If Proposer cannot make such representation, the person(s) having a relationship with the AGENCY Board member or officer, shall file the attached Conflict of Interest Questionnaire with their response to this request for proposals. Nothing contained in this paragraph shall relieve Contractor of its obligation to file a Conflict of Interest Questionnaire at a later date if such conflict arises.
- 2.6.4** The submission of a proposal shall be prima facie evidence that the proposer has full knowledge of the scope, nature, quantity and quality of work to be performed; the detailed requirements of the specifications; and the conditions under which the work is to be performed.
- 2.6.5** The proposer shall furnish the AGENCY such additional information as the AGENCY may reasonably require.
- 2.6.6** The term “As Specified” or “A/S” will not be accepted.
- 2.6.7** This RFP is a firm offer that shall be irrevocable and open for acceptance for ninety (90) calendar days from the date set for submission of Proposals.
- 2.6.8** The AGENCY will not be liable for any costs incurred in preparing proposals or associated travel costs. AGENCY reserves the right to conduct pre-contract negotiations with any and/or all potential proposers.
- 2.6.9** The AGENCY will not be liable for any costs not included in the proposal and subsequent contracted for costs.
- 2.6.10** Proposer warrants that any materials in the RFP response shall not violate or infringe upon the trademark, copyright, patent, or other intellectual property rights or rights of privacy or publicity of any third party. Proposer assumes full and sole responsibility for obtaining approval for the reproduction of trademark, copyright, patent, or other intellectual property

rights or rights of privacy or publicity of any third parties. Proposer assumes full and sole liability and agrees to indemnify the AGENCY for any trademark, copyright, patent, or other intellectual property rights or rights of privacy or publicity damages, costs, attorney's fees or infringements claimed by any third party.

- 2.6.11** The AGENCY reserves the right to conduct personal interviews of any or all proposers prior to selection. AGENCY will not be liable for any costs incurred by the proposer in connection with such interview (i.e. travel, accommodations, etc.).
- 2.6.12** The AGENCY reserves the right to reject any and all proposals and to accept proposals it considers most favorable to the AGENCY's interest. The AGENCY further reserves the right to reject all proposals and seek new proposals when such procedure is reasonably in the best interest of the AGENCY.
- 2.6.13** The AGENCY reserves the right to cancel an awarded contract with a thirty (30) day written notice if performance is unsatisfactory. No penalty and/or fee may be imposed if contract is cancelled or not renewed.
- 2.6.14** Proposals will remain on file in accordance with the Texas Open Records Act.
- 2.6.15** The contract will be awarded to the lowest responsible bidder whose bid conforms to the RFP and is most advantageous to the AGENCY.
- 2.6.16** An award letter will be sent to the successful **bidder** and a contract will be issued.
- 2.6.17** Because contracts are awarded by a governmental entity, all responses submitted are subject to release as public information after contracts are executed. If a Respondent believes that its response, or parts of its response, may be exempted from disclosure, the Respondent must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, the Respondent must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s). Any information that is unmarked will be considered public information and released, if requested under the Public Information Act.
- 2.6.18** The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). The AGENCY must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the Respondent are not acceptable. The AGENCY must comply with the opinions of the OAG. The AGENCY assumes no responsibility for asserting legal arguments on behalf of any Respondent. Respondents are advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information. After

completion of award, these documents will be available for public inspection.

PART 3.0—General Information and Administrative Requirements

3.1 Eligible Providers

- 3.1.1** The AGENCY is prohibited from contracting with any entity debarred, suspended, or otherwise excluded from or ineligible for participation. Accordingly, a contract requires Contractors to certify that they are in compliance with the Federal regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98-510, Participant's Responsibilities. The Contractor must certify that to the best of its knowledge and belief that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by a Federal department or the AGENCY.
- 3.1.2** Respondents must possess the knowledge, experience and expertise, professional judgment and capacity within their organization to perform the services and activities requested under this RFP, and meet high standards for public service and fiduciary responsibility.

3.2 Contract Information

3.2.1 Type of Contract

This Request for Proposals may result, assuming a contractor is selected and an award is made, will be based on one (1) of two (2) methods provided by the vendor: set monthly fee and maximum interest rate or detailed unit cost per service item.

3.2.2 Contract Period

It is the intent of the AGENCY to execute a contract for the delivery of services identified for an initial period of beginning on or about January 1, 2026 and ending December 31, 2028. Any contract extension shall be at the sole discretion of the AGENCY Board of Directors and shall be based upon the AGENCY's evaluation of Contractor's performance and compliance under the terms and conditions of the contract. The AGENCY reserves the right to terminate a contract at any time based on Contractor performance or noncompliance.

3.2.3 Additional Funding

- 3.2.3.1** The AGENCY reserves the right to expand the contract to include additional service units identified in the proposal response that the AGENCY deems beneficial to the area.

3.2.4 Reassignment

- 3.2.4.1** In the event a Contractor fails to perform as required, the

AGENCY reserves the right to terminate the contract early and assign the contract in whole or in part to a comparably ranked proposer/proposal obtained through this procurement, subject to successful contract negotiations.

- 3.2.4.2** The AGENCY reserves the right to terminate this contract by thirty (30) day written notice, which shall be considered Termination without cause.

3.3 Governing Provisions and Limitations

Violation of any of the following provisions may cause a proposal to be disqualified and rejected from consideration.

- 3.3.1** The proposal, if accepted, will become the basis for the contract scope of work.
- 3.3.2** Respondents must submit a comprehensive proposal for all services solicited. Any proposal that is not comprehensive will be deemed non-responsive.
- 3.3.3** The only purpose of this RFP is to ensure uniform information in the solicitation of proposals for the procurement of identified services. This RFP is not to be construed as a purchase agreement, contract or as a commitment of any kind; nor does it commit The AGENCY to pay for costs incurred prior to the execution of a formal contract unless such costs are specifically authorized in writing by the AGENCY.
- 3.3.4** The AGENCY reserves the right to accept or reject any or all proposals received, to cancel or reissue this RFP in part, or its entirety.
- 3.3.5** The AGENCY reserves the right to award a contract(s) for any services solicited in this RFP in any quantity the AGENCY determines is in its best interests.
- 3.3.6** The AGENCY reserves the right to request additional information, clarification of or explanation for any aspect of a response to this RFP.
- 3.3.7** The AGENCY reserves the right to waive any minor defect in the procurement process or to correct any error(s) and/or make changes to this solicitation it deems necessary. The AGENCY will provide notifications of any changes in this RFP to all interested parties having requested or received a copy of this RFP.
- 3.3.8** The AGENCY reserves the right to negotiate the final terms of any and all contracts or agreements with selected proposers and any such terms negotiated as a result of this RFP may be renegotiated and/or amended in order to successfully meet the needs of the regional area.
- 3.3.9** The AGENCY reserves the right to contact any individual, agency, employer or granting agencies listed in a proposal, contact others who

may have experience and/or knowledge of the respondent's relevant performance and/or qualifications; and to request additional information from any and all respondents.

- 3.3.10** Respondents shall not, under penalty of law, offer or provide any gratuities, favors or anything of monetary value to any officer, board member, employee, proposal evaluator, or agent of the AGENCY or elected official for purposes of having an influencing effect on this procurement.
- 3.3.11** Respondents shall not attempt in any manner to advocate for, lobby or attempt to influence any officer, board member, employee, proposal evaluator, or agent of the AGENCY or elected official for purposes of having an influencing effect on this procurement.
- 3.3.12** No officer, board member, employee, proposal evaluator, or agent of the AGENCY shall participate in the selection, award or administration of a contract if a conflict of interest, or potential conflict, is involved.
- 3.3.13** Respondents shall not engage in any activity that will restrict or eliminate competition. Violation of this provision will cause a respondent's proposal to be disqualified and rejected. This does not preclude joint ventures or subcontracts.
- 3.3.14** The contents of a successful proposal will become a contractual obligation if selected for the award of a contract. Failure of a respondent to accept this obligation may result in cancellation of an award. No plea of error or mistake shall be available to successful proposer as a basis for release from proposed services at the stated price/cost. Any damages accruing to the AGENCY as a result of a successful proposer's failure to contract with the AGENCY may be recovered from the proposer.
- 3.3.15** A contract with a selected proposer may be withheld, at the sole discretion of the AGENCY, if issues of contract or questions of non-compliance, questioned/disallowed costs, audit/monitoring findings or legal issues exist, until such issues are satisfactorily resolved. The AGENCY may withdraw the award of a contract if the resolution is not satisfactory to the AGENCY.
- 3.3.16** The AGENCY is exempt by law from paying State Sales Tax and Federal Excise Tax.

3.4 Administrative Requirement and Limitations

- 3.4.1** Respondents must be able to demonstrate the necessary administrative and fiscal capability necessary to successfully provide required services and to meet the financial accountability as required by the AGENCY.
- 3.4.2** Contractors must agree to comply with AGENCY rules, policies, (PFIA) Public Funds Investment Act directives and procedures.

- 3.4.3** Contractor must provide reports upon demand as may be requested or required by the AGENCY.
- 3.4.4** Respondents must possess the knowledge, experience and expertise, professional judgment and capacity within their organization to perform the services and activities requested under this RFP.

PART 4.0 – Proposal Review and Selection Process

4.1 Evaluation Process

- 4.1.1** An initial review of responsiveness and compliance with the criteria specified in the RFP by AGENCY staff.
- 4.1.2** All responsive proposals will be evaluated and scored by an AGENCY team of reviewers. Proposals will be evaluated on specific criteria outlined in Section 4.2 by reviewers using a standardized scoring matrix.
- 4.1.3** Presentation of scoring and recommendations of evaluation committee to a designated committee.
- 4.1.4** Finalists identified may be asked to present their proposals at the discretion of the AGENCY.
- 4.1.5** Contract award based on recommendation of the subcommittee to begin contract negotiations.

4.2 Proposal Evaluation Criteria (Both Methods)

Proposals will be evaluated using a predetermined point ranking method to ascertain which proposers best meet the needs of the requester.

Evaluation Criteria	Description / Includes	Points
1. Competitive Pricing & Financial Terms	Treasury management fees, interest rates on accounts, line of credit rate, earnings credit rate, sweep yields, and overall cost competitiveness and flexibility of terms.	40
2. Ability to Perform & Service Capability	Capacity to provide all required services (online banking, funds availability, fraud protection, positive pay, etc.) and ability to meet implementation timelines.	25
3. Experience, Stability & References	Demonstrated experience providing similar services, financial strength of institution, and quality of client references.	15
4. Technology, Fraud Controls & Security	Quality and sophistication of fraud prevention tools, software, cybersecurity measures, and commitment to innovative banking technologies.	10
5. Additional Value & Support Services	Business continuity/recovery plans, accessibility of banking locations, and other beneficial or value-added services offered.	10

4.3 Proposer's Acceptance of Evaluation Methodology

4.3.1 By submitting a proposal, Proposer acknowledges:

- 4.3.1.1** Proposer's acceptance of the proposal evaluation process
- 4.3.1.2** The criteria for selection
- 4.3.1.3** Proposer's recognition that certain subjective judgments may be generated during evaluation

4.4 Dispute Resolution – Appeal and Debriefing

4.4.1 Appeal Process

- 4.4.1.1** Respondents not selected for may appeal only with respect to any fault or violation of law or regulation regarding the procurement process. Appeals must be filed within **ten calendar days** of receipt of Board notification of final action. Final Board action shall be considered to be the Board meeting at which final selection of the contractor is made. Appeals shall be directed to:

Procurement Director
Alamo Area Council of Governments

- 4.4.1.2** The appeal must indicate the Board action appealed and the violation, which forms the basis for the appeal, and shall be signed by the appellant organization's authorized representative. Fax and e-mail transmittals will not be accepted. The filing of the appeal must be within the time frame identified. There is no relief accorded appellants for not filing within the published deadlines. Hearings shall be conducted in accordance with existing Agency procedures.
- 4.4.1.3** Respondents must provide a detailed statement of legal and factual grounds including copies of relevant documents; and the form of relief requested.
- 4.4.1.4** Respondents may NOT appeal the scoring and ranking of proposals, unless substantiated by material or relevant facts;
- 4.4.1.5** Respondents may NOT appeal solely on the belief that their proposal is superior to the one selected for award.
- 4.4.1.6** Respondents understand that review and action shall be considered final, with no further formalities considered.

4.4.2 Debriefing Process

- 4.4.1.7** Respondents not selected by this procurement process, and have elected not to file an appeal, may submit within 10 days of the receipt of the AGENCY notification of the procurement decision, a Request for Debriefing to obtain information on the procurement process and how their proposal or offer was received and ranked. The AGENCY shall acknowledge receipt of the Request for Debriefing in writing within 10 days of receipt, along with the date and time of the scheduled Debriefing. The Debriefing shall be scheduled as soon as possible and no later than 10 days from the receipt of the Request for Debriefing. A debriefing is offered as a courtesy to any bidder who is not selected for funding. The purpose of the debriefing is to promote the exchange of information, explain the proposal evaluation system, and help unsuccessful bidders understand why they were not selected.

PART 5.0 – Proposal Response Requirements

5.1 Proposal Format and Number of Proposals

5.1.1 Number of Copies

- 5.1.1.1** Respondents must submit one (1) complete proposal, including all required forms, executed certifications, and authorized signatures, as a single PDF file via email. Proposals must be sent electronically to procurement@aacog.gov and ijones@aacog.gov with the subject line:
“Solicitation Submission: RFP-25-238-ACT-BANKSERVICE – [Respondent Name]”
- 5.1.1.2** Submissions received after the deadline or that are incomplete may be ruled **non-responsive** and not considered for award. Respondents are solely responsible for ensuring that all attachments are complete and legible at the time of submission.

5.1.2 Proposal Format

- 5.1.2.1** Proposals must be typed, single-spaced, and submitted on 8 ½ x 11-inch plain white paper.
- 5.1.2.2** Please do not use less than a 10-point font.
- 5.1.2.3** Each page of the proposal, with the exception of the coversheet, must be sequentially numbered, including attachments.
- 5.1.2.4** Proposals must contain all required elements in the order prescribed.
- 5.1.2.5** Proposals that do not conform to this requirement may be considered non-responsive and excluded from consideration under this procurement.

5.2 Proposal Validity Period

Each proposal will remain valid for the AGENCY's acceptance for a minimum of one hundred twenty (120) days after the submittal deadline, to allow for evaluation, selection and Board action.

5.3 Page Limitation

Each proposal response is to be brief, concise and to the point, with a maximum limit of 4 pages for the executive summary accompanying the proposal narrative.

5.4 Order of Proposal Contents

Proposals must follow the format below. All items must be clearly labeled and in the exact order shown below. Compile the proposal in the following order:

5.4.1 Vendor Information Page – Attachment A

5.4.2 Title Page – Attachment B

5.4.3 Table of Contents – Attachment C

5.4.4 Executive Summary – Attachment D

5.4.5 Proposal Narrative – Attachment E

5.4.6 Pricing – Attachment F

5.4.7 Financing Term Sheet – Attachment G

5.4.8 Certification Sheet – Attachment H

5.4.9 Acknowledgement Form – Attachment I

5.4.10 Conflict of Interest Questionnaire – Attachment J

5.4.11 Certification Regarding Debarment – Attachment K

5.4.12 Non-Discrimination Certification – Attachment L

5.4.13 Certification Regarding Lobbying – Attachment M

5.4.14 Request to be added to the AGENCY Bidder's/Vendor List – Attachment N

5.4.15 AGENCY 2026 Public Funds Investment Policy – Attachment O

PART 6.0 – Proposal Response Forms

To achieve a uniform review process and obtain the maximum degree of comparability, it is required that proposals be organized in the manner specified.

6.1 Vendor Information Page - Attachment A (Must Provide)

Each proposal must have a complete vendor information page. This document lists the vendor's legal business name, owner, title, mailing address, physical address, telephone number, fax number, E-mail address, contract signatory authority and title, federal tax ID and legal status of organization.

6.2 Title Page - Attachment B (Must Provide)

Each proposal must have a complete proposal title page. Respondents must designate a contact person responsible for all communications concerning the proposal and notification of award. Respondents must also designate a person with documented signatory authority and for contract negotiations.

6.3 Table of Contents – Attachment C (Must Provide)

Each proposal must have a Table of Contents that lists each item of the proposal, including attachments, with corresponding page numbers. Clearly identify the material by section and page number.

6.4 Executive Summary – Attachment D (Must Provide)

Each proposal must have a brief summary highlighting your organization's history; qualifications and experience; overall approach to delivering the services solicited in this RFP; and any unique or innovative aspects of your proposal. Briefly state the proposer's understanding of the service to be provided and make a positive commitment to perform the work in a timely manner. Give the names of the persons who will be authorized to make representations for the proposer, their titles, addresses, fax numbers, email addresses (if applicable), and telephone numbers.

6.5 Proposal Narrative – Attachment E (Must Provide, 1-2 Pages)

6.5.1 Organizational Capacity

6.5.1.1 Business Organization: State full name and address of your organization and identify parent company if you are a subsidiary. Specify the branch office or other subordinate element which will perform, or assist in performing, work herein. Indicate whether you operate as a partnership, corporation, or individual. Include the State in which incorporated or licensed to operate.

6.5.1.2 System Concept and Solution: Define in detail your understanding of the requirements presented in the Scope of Work of this request for proposal and your system solution. Provide all details as required in the Scope of Work and any additional information you deem necessary to evaluate your knowledge of providing banking services to COG programs.

6.5.1.3 Project Management Structure: Provide a general explanation and chart which specifies project leadership and reporting responsibilities; and who will interface with the AGENCY project

management and team personnel. Provide a detailed description of fiscal controls, reporting capabilities and performance accountability protocol.

6.5.1.4 Personnel: Include names and qualifications of all professional personnel who will be assigned to this project. State the primary work task assigned to each person and the percentage of time each person will devote to this work. Identify key persons by name and title. Provide all resumes.

6.5.2 Demonstrated Performance

Prior Experience: Describe only relevant corporate experience and individual experience for personnel who will be actively engaged in the project. Do not include corporate experience unless personnel assigned to this project actively participated. Do not include experience prior to 2011. Supply the project title, year, and reference name, title, present address, and phone number of principal person for whom prior projects were accomplished.

6.5.3 Demonstrated Performance

6.5.3.1 The complete Request for Proposal is available by contacting the Alamo Area Council of Governments at www.aacog.gov (click on "Bid Opportunities") or at AACOG, 8700 Tesoro Drive, Suite 160, San Antonio, Texas 78217.

6.5.3.2 The Proposer named herein ("Proposer"), in compliance with the Request for Proposal and instructions to Proposers for Banking Services, RFP-2019-39-BANKSERVICE, for the AGENCY, San Antonio, Texas, having carefully examined the Bid Document (as such term is defined in the Instructions to Proposers), hereby offers to enter into a contract to furnish Bank Depository Services in accordance with the Bid Document, within the time set forth herein, and at the prices stated herein. The Proposer fully understands the intent and purpose of the Bid Document and the conditions of bidding as set forth herein and in the Request for Proposal and the instructions to Proposers. The Proposer hereby covenants and agrees that claims for additional compensation or extensions of time because of Bidder's failure to familiarize itself with the Bid Document or any condition at the Project site that might affect the work will not be allowed.

6.5.3.3 Proposal from the undersigned, a state or national Banking Corporation, hereinafter called Proposer, for the privilege of acting as the Depository of Funds of the Alamo Area Council of Governments, the Alamo Area Development Corporation (501(C)3), the Alamo Area Housing Finance Corporations, and any affiliated entities of San Antonio, Texas, hereinafter called AGENCY, for a term of three (3) years. This term will commence not later than January 1, 2026 and end December 31, 2028, upon

award of a contract.

6.5.3.4 The Proposal will contain and offer the most comprehensive services at the most competitive rates. Proposal response will be submitted by two (2) methods:

6.5.3.4.1 Method 1 – Provide monthly fee for all services and maximum interest rate on available balance, per the RFP bid response form below.

Monthly Fee	Fixed Interest Rate/Indexed Account

6.5.3.4.2 Method 2 – Provide information per the RFP bid response form below.

6.6 Pricing Response Form – Attachment F (Must Provide)

Pricing information in this section is required from each proposer to determine a cost per the following methods:

6.6.1 Method 1 – Provide monthly fee for all services and maximum interest on available balance, rate per the RFP bid response form below.

Monthly Fee	Fixed Interest Rate/Indexed Account

6.6.2 Method 2 – Provide information per the RFP bid response form below.

For investable funds the bank will offer the following rates for invested amounts under \$1,000,000 and over \$1,000,000 with the following directions. Please identify the type of investment.

Duration	Rate < 1 Mil	Investment > 1 Mil
7-29 Days		
30-59 Days		
60-89 Days		
90-179 Days		
180-364 Days		
365 days or more		

The bank will offer a line of credit to the AGENCY up to \$_____ at the following maturities at the following rates.

Maturity	Rate
7-29 Days	
30-59 Days	
60-89 Days	
90-179 Days	
180-364 Days	
365 days or more	

All AGENCY checking accounts, as outlined within this bid document of the bid notice, will be maintained by a compensating balance by the AGENCY. A major portion of these balances will be invested in those investments permitted by federal, state, and local laws governing the investment of public funds, including but not limited to, Government Code Chapter 2256 – The Public Funds Investment Act ("Act"). The excess collected balances may be moved daily by the Proposer on instruction from the AGENCY into, or out of, an overnight type of investment secured by U.S. Government securities, as approved by the Depository Bank and the AGENCY. Please indicate below your recommendation for the type of overnight investment and projected yield:

Investment	Yield

The AGENCY will maintain balances in the checking accounts to compensate the bank for services provided. Earnings credit for these balances should be reflected on the monthly account analysis provided to the AGENCY by applying an Earnings Credit Rate (ECR) to the average 91-day Treasury bill auction rate or other average money market rate of the analysis month.

Please specify the bank's formula for calculating monthly earnings credit. Provide the current rate, reserve requirement percentage, the investable balance and the estimated earnings credit for AGENCY average collected balance for period ending September 30, 2025.

Formula _____

Current Rate _____

Average Collected Balance (For _____ \$

Less Reserve Requirement (%) _____

Investable Balance _____

Estimated Earnings Credit per
Month _____

Please provide the bank's ECR's for the most recent three months.

December	January	February

If Checking Accounts are interest bearing accounts, please explain how interest earned during the month on the account balance would be reflected on the monthly account analysis.

Interest Bearing:

In addition to investments previously outlined, the AGENCY reserves the right to purchase, sell and invest its funds and funds under its control through a primary government securities dealer, as defined by the Federal Reserve, or with a bank domiciled in the State of Texas as permitted by federal, state, and local laws governing the investment of public funds, including but not limited to, Government Code 2256 – The Act or as stated in the AGENCY Investment Policy.

The AGENCY does not intend to have a net overdraft position throughout the course of the contract. An overdraft is defined as a negative demand balance in the AGENCY accounts collectively, not by individual account. However, should a net overdraft condition occur, the following stipulations shall apply:

Maximum number of banking days the overdraft shall be allowed: _____

Maximum amount of the overdraft: _____

Interest rate per annum computed on the overdraft? _____ (%)

The AGENCY currently utilizes "Positive Pay" for the prevention of fraudulent transactions. Please specify the bank's software and method used for providing the positive pay service.

The AGENCY's objective is to identify the banking institution that can offer the most comprehensive services at the most competitive rates. The depository bank will provide the following services, as indicated on the following fee schedule:

Note: Please include UNIT Price for each listed item and provide any changes to item descriptions or measurement of units in the notes column.

	Included In Compensating Balance Yes or No	Unit Price	Notes
Account Services			
Account Maintenance			
Account Maintenance Interest Bearing			
Master Account Maintenance ZBA			
Sub Account Maintenance ABA			
Account Statement Paper			
Banking Center Services			
Branch Credits Posted			
Branch Deposit-Immediate Verification			
Branch Order Processed			
Commercial Check Cashing			
Depository Services			
Credits Posted			
Check Deposited On Us			
Check Deposited Transit Items			

Checks Encoded			
Deposit Corrections			
Return Items			
Return Redeposit Reclear			

Disbursement Services

Checks/Debits Posted			
Check Cashing Non-Acct Holder			
PWS Imaging Maintenance			
PWS Check Inquiry Maint			
PWS Recon Report/Stmt Maint			
PWS Exception Notification Acct			
Stop Payment-Electronic			
Check Photocopy Retrieval			
Stop Payment Automatic Renewal			
Check Image Maintenance			

Funds Transfer Services

Fed Credit S/T			
Mail Credit Advice			
Outgoing Wire			
Incoming Wire			
Mail Advice			
Intra-bank Account transfers			

General ACH Services

ACH Maintenance			
Debits Originated			
ACH Debits/Credits Originated			
Credit Originated			
Addenda Record			
Debit Received			
Credit Received			
File Processing			
ACH ADA Authorized ID			
Notification of Change			
Notification of Change - Fax			

Online Reporting Services

Account Maint - 45 Day History			
Current Day Maintenance			
Previous Day Maintenance			
Transaction Detail Reported			
User Module Fee			

Full Account Recon

Monthly Maint/Account			
Output/Input Files Transmission			

Per Item Charges			
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Partial Account Recon

Monthly Maint/Account			
Output/Input Files Transmission			
Per Item Charges			

CD-ROM/Archives

Per CD-ROM			
Check Images Per Item			
CD_ROM Software (one time)			
7-year Online Image Archive download			

Direct Deposit

ACH Account Maintenance			
ACH per Item Charge (two day)			
Transmission Charge			

"Post No Checks"

Maintenance			
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Reconciliation Services

Positive Pay Maintenance			
Positive Pay No Recon - Maintenance			
POS Pay Without Recon Items			
Payee Name Verification			
Image Capture Per Item			
Data Entry - Manual			
Exception Item			
Payee Positive Pay			

Remote Capture

Maintenance			
Per Item			
Per Transmission			

ACH Debit Blocking

Maintenance			
Block All			
Filters			

Branch Teller Services

Branch Order - Rolled Coin			
Branch Order - Per Strap of Currency			
Cash Deposit Processing			
Coin Deposit Processing			

Vault Services

Deposit			
Deposit Dollars			
Deposit Standard Strap Notes			
Deposit Non-Std Strap Notes			

Deposit Standard Coin Bag			
Activity Report - Faxed			
Adjustment			

Other Monthly

Collateral Fee (max. balances)			
Collateral Account Maintenance			
FDIC Insurance-per \$1,000 Ledger			

Credit and Debit Card

Payments

Monthly Maintenance			
Transaction Charge			
Per Transmission Charge			

Security

Clearance/Safekeeping

Security Clearance Charges/Trade			
Security Clearance Charges/Trade/Fed			
Security Clearance Trad/DTC			
Safekeeping Charges/Month S			
Safekeeping Charges/Security/Month/Fed			
Safekeeping Charges/Security/Month/DTC			

Other

Night Depository Bags (one time charge)			
Large Safe Deposit Box (annual charge)			
Small Safe Deposit Box (annual charge)			
Endorsement Stamps (one time charge)			
Deposit Slips			
ACH Software charge			

Ratios Description	Measures	Ratios
Cash, Due From Banks, Investment Securities and Funds Sold	Liquidity	
Share Holder's Equity, Long Term Debt, Loan loss Reserve deposits	Financial Strength	
Share Holder's Equity, Long Term Debt, Loan loss Reserve loans	Financial Strength	
Share Holder's Equity, Long Term Debt, Loan loss Reserve Assets	Leverage	
Loans/Deposits	Liquidity	
Non-performing Loans/Assets	Management of Loans	
Net Income (Analyzed)/Stockholders	Equity Management	

Additional Information

- 6.6.3** The approved securities (U.S. Treasury Bills) and the amount pledged shall be in a total market value as directed at any time by the Board of Directors in accordance with standards acceptable to the State of Texas.
- 6.6.4** The pledge of approved securities shall be waived only to the extent of the exact dollar amount of Federal Deposit Insurance Corporation insurance protection for the funds of the AGENCY on deposit with the Depository from day to day. In the event of any terminations of such insurance protection this proposal shall immediately become void except as provided in this section hereinafter.
- 6.6.5** The conditions of the pledge of approved securities required by this proposal are as follows:
- The Depository shall credit the account(s) of the AGENCY with the full amount of all State of Texas Warrants presented to the Depository for the accounts of the AGENCY no later than the next banking day following the day of the Depository's receipt of such Warrants;
 - The Depository shall faithfully perform all duties and obligations devolving upon the Depositor by law and this proposal;
 - Pay upon presentation all checks or drafts drawn on order of the Board of Directors of the AGENCY in accordance with its orders duly entered according to the laws of Texas;
 - Pay upon demand any demand deposit of the AGENCY in the Depository;
 - Pay any time deposit or certificate of deposit of the AGENCY in the Depository upon maturity or after the period of notice required; and
 - As required by law, faithfully keep account, and faithfully pay over, at maturity or on demand as the AGENCY elect, to any successor depository, all balances of funds of the AGENCY then on deposit with the Depository.
- 6.6.6** The pledge of approved securities required by this proposal shall be a continuing pledge, ceasing only upon the later of the termination of a contract or the fulfillment by the Depository of all of its duties and obligations arising out of a contract, and continuing security interest in favor of AGENCY shall attach immediately upon any such pledge to all proceeds of sale and to all substitution, replacements and exchanges of such securities, and in no event shall such continuing security interest be voided by an act of the Depository; but notwithstanding the foregoing, the Depository shall have the right, with the consent of the AGENCY, to purchase and sell, and substitute or replace, any and all of the approved securities, provided that all of the other conditions of this proposal are adhered to by the Depository, and such pledge shall be in addition to all other remedies available in law to the AGENCY.
- 6.6.7** A contract shall become binding upon the AGENCY and the Depository only upon acceptance by the AGENCY Board of Directors of the contract and the bid attached thereto, and the pledge of approved securities shall be evidenced to the AGENCY by photocopies of safekeeping pledge to the AGENCY and the market

value of the pledge securities at the date of pledge.

6.6.8 The Depository shall immediately furnish or cause to be furnished to the AGENCY original and valid safekeeping or trust receipts issued by the banking holding the approved securities pledged pursuant to the contract, marked by the holding bank on their face to show the pledge and market value as required above, and the AGENCY shall promptly furnish all executed copies of the contract, photocopies, of all such receipts, and photocopies of new receipts for substitutions and additions and written notice of deletions when made.

6.6.9 Please attach a list of any other services your bank can render for the AGENCY. Often bids are so nearly identical that additional banking services rendered without cost to the AGENCY can be a determining factor in the awarding of the contract. Items listed in these sections should relate to the AGENCY. Services to employees or individuals associated with the AGENCY cannot be taken into consideration.

6.6.10 Proposer to include the depository institutions error rates, down-time statistics and other past problems, if applicable.

6.6.11 In order to establish the financial strength of the depository institution, the following ratios will be furnished by the proposing institution. The Proposer shall use the most recent closed fiscal period information and will attach supporting data for these ratios, such as an appropriate call report.

6.7 Financing Term Sheet – Attachment G (Must Complete this portion)

6.8 Certification Sheet (Must Provide)

6.9 Acknowledgement Form (Must Provide)

6.10 Conflict of Interest Questionnaire (Must Provide)

If a conflict exists. You may review the Agency's current Board of Directors at <http://www.aacog.com/AboutAACOG/Board/default.asp>

6.11 Certification Regarding Debarment (Must Provide)

6.12 Non-Discrimination Certification (Must Provide)

6.13 Certification Regarding Bank Lobbying (Must Provide)

6.14 Request To Be Added To Bidder's/Vendor's List (Must Provide)

6.15 AACOG 2026 Public Funds Investment Policy (Must Provide)



ATTACHMENT A – BANK INFORMATION

Legal Name of Proposing Entity	
Name of Owner/Director of Entity	
Title	
Mailing Address	
Physical Address (If different than mailing)	
Telephone Number	
Fax Number	
E-mail Address	
Contract Signatory Authority & Title	
Federal Tax ID Number	
Historically Under-Utilized Business? If “yes”, attach copy of current certification.	☐ Yes ☐ No
Legal/Tax Status of Organization	☐ Corporation ☐ Sole Proprietor ☐ Partnership ☐ Other (Specify)

ATTACHMENT B - TITLE PAGE

ATTACHMENT C - TABLE OF CONTENTS

ATTACHMENT F – PRICING

Method 1 - Provide monthly fee for all services and maximum interest rate, on available balance per the RFP bid response form below.

Monthly Fee	Fixed Interest Rate/Indexed Account

Method 2 – Provide information cost information per tables below:

For investable funds the bank will offer the following rates for invested amounts under \$1,000,000 and over \$1,000,000 with the following directions. Please identify the type of investment.

Duration	Rate < 1 Mil	Investment > 1 Mil
7-29 Days		
30-59 Days		
60-89 Days		
90-179 Days		
180-364 Days		
365 days or more		

The bank will lend AGENCY up to \$_____ at the following maturities at the following rates.

Maturity	Rate
7-29 Days	
30-59 Days	
60-89 Days	
90-179 Days	
180-364 Days	
365 days or more	

All AGENCY checking accounts, as outlined within this bid document of the bid notice, will be maintained by a compensating balance by the AGENCY. A major portion of these balances will be invested in those investments permitted by federal, state, and local laws governing the investment of public funds, including but not limited to, Government Code Chapter 2256 – The Public Funds Investment Act ("Act"). The excess collected balances may be moved daily by the Proposer on instruction from AGENCY into, or out of, an overnight type of investment secured by U.S. Government securities, as approved by the Depository Bank and the AGENCY. Please indicate below your recommendation for the type of overnight investment and projected yield:

Investment	Yield

The AGENCY will maintain balances in the checking accounts to compensate the bank for services provided. Earnings credit for these balances should be reflected on the monthly account analysis provided to the AGENCY by applying an Earnings Credit Rate (ECR) to the average 91-day Treasury bill auction rate or other average money market rate of the analysis month.

Please specify the bank's formula for calculating monthly earnings credit. Provide the current rate, reserve requirement percentage, the investable balance and the estimated earnings credit for the AGENCY average collected balance for period ending September 30, 2025.

Formula ____
Current Rate ____

Average Collected Balance (For ____\$
Less Reserve Requirement (%) ____
Investable Balance ____
Estimated Earnings Credit per
Month ____

Please provide the bank's ECR's for the most recent three months.

December	January	February

If the Checking Accounts will be interest bearing, please explain how interest earned during the month on the account balance would be reflected on the monthly account analysis.

Interest Bearing:

In addition to investments previously outlined, the AGENCY reserves the right to purchase, sell and invest its funds and funds under its control through a primary government securities dealer, as defined by the Federal Reserve, or with a bank domiciled in the State of Texas as permitted by federal, state, and local laws governing the investment of public funds, including but not limited to, Government Code 2256 – The Act or as stated in the AGENCY's Investment Policy.

AGENCY does not intend to have a net overdraft position throughout the course of the contract. An overdraft is defined as a negative demand balance in the AGENCY's accounts collectively, not by individual account. However, should a net overdraft condition occur, the following stipulations shall apply:

Maximum number of banking days the overdraft shall be allowed: _____

Maximum amount of the overdraft: _____

Interest rate per annum computed on the overdraft? _____ (%)

Note: Please include UNIT Price for each listed item and provide any changes to item descriptions or measurement of units in the notes column.

	Included In Compensating Balance Yes or No	Unit Price	Notes
Account Services			
Account Maintenance			
Account Maintenance Interest Bearing			
Master Account Maintenance ZBA			
Sub Account Maintenance ABA			
Account Statement Paper			
Banking Center Services			
Branch Credits Posted			
Branch Deposit-Immediate Verification			
Branch Order Processed			
Commercial Check Cashing			
Depository Services			
Credits Posted			
Check Deposited On Us			
Check Deposited Transit Items			
Checks Encoded			
Deposit Corrections			
Return Items			
Return Redeposit Reclear			
Disbursement Services			
Checks/Debits Posted			
Check Cashing Non-Acct Holder			
PWS Imaging Maintenance			
PWS Check Inquiry Maint			
PWS Recon Report/Stmt Maint			
PWS Exception Notification Acct			
Stop Payment-Electronic			
Check Photocopy Retrieval			
Stop Payment Automatic Renewal			
Check Image Maintenance			
Funds Transfer Services			
Fed Credit S/T			
Mail Credit Advice			
Outgoing Wire			
Incoming Wire			
Mail Advice			
Intra-bank Account transfers			
General ACH Services			
ACH Maintenance			
Debits Originated			

ACH Debits/Credits Originated			
Credit Originated			
Addenda Record			
Debit Received			
Credit Received			
File Processing			
ACH ADA Authorized ID			
Notification of Change			
Notification of Change - Fax			

Online Reporting Services

Account Maint - 45 Day History			
Current Day Maintenance			
Previous Day Maintenance			
Transaction Detail Reported			
User Module Fee			

Full Account Recon

Monthly Maint/Account			
Output/Input Files Transmission			
Per Item Charges			

Partial Account Recon

Monthly Maint/Account			
Output/Input Files Transmission			
Per Item Charges			

CD-ROM/Archives

Per CD-ROM			
Check Images Per Item			
CD_ROM Software (one time)			
7-year Online Image Archive download			

Direct Deposit

ACH Account Maintenance			
ACH per Item Charge (two day)			
Transmission Charge			

"Post No Checks"

Maintenance			
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Reconciliation Services

Positive Pay Maintenance			
Positive Pay No Recon - Maintenance			
POS Pay Without Recon Items			
Payee Name Verification			
Image Capture Per Item			
Data Entry - Manual			
Exception Item			
Payee Positive Pay			

Remote Capture

Maintenance			
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Per Item			
Per Transmission			

ACH Debit Blocking

Maintenance			
Block All			
Filters			

Branch Teller Services

Branch Order - Rolled Coin			
Branch Order - Per Strap of Currency			
Cash Deposit Processing			
Coin Deposit Processing			

Vault Services

Deposit			
Deposit Dollars			
Deposit Standard Strap Notes			
Deposit Non-Std Strap Notes			
Deposit Standard Coin Bag			
Activity Report - Faxed			
Adjustment			

Other Monthly

Collateral Fee (max. balances)			
Collateral Account Maintenance			
FDIC Insurance-per \$1,000 Ledger			

Credit and Debit Card Payments

Monthly Maintenance			
Transaction Charge			
Per Transmission Charge			

Security Clearance/Safekeeping

Security Clearance Charges/Trade			
Security Clearance Charges/Trade/Fed			
Security Clearance Trad/DTC			
Safekeeping Charges/Month S			
Safekeeping Charges/Security/Month/Fed			
Safekeeping Charges/Security/Month/DTC			

Other

Night Depository Bags (one time charge)			
Large Safe Deposit Box (annual charge)			
Small Safe Deposit Box (annual charge)			
Endorsement Stamps (one time charge)			
Deposit Slips			
ACH Software charge			

Ratios Description	Measures	Ratios
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Cash, Due From Banks, Investment Securities and Funds Sold	Liquidity	
Share Holder's Equity, Long Term Debt, Loan loss Reserve deposits	Financial Strength	
Share Holder's Equity, Long Term Debt, Loan loss Reserve loans	Financial Strength	
Share Holder's Equity, Long Term Debt, Loan loss Reserve Assets	Leverage	
Loans/Deposits	Liquidity	
Non-performing Loans/Assets	Management of Loans	
Net Income (Analyzed)/Stockholders	Equity Management Skills	

ATTACHMENT G – Financing Term Sheet

Please provide the following in a typical **Term Sheet**

- Interest rate (including index and spread, if applicable) and calculation method (e.g. 30/360, 365/365, or 365/360)
- Potential for tax-exempt financing
- Maximum LTC and LTV
- Loan term and amortization period options for permanent or semi-permanent period
- Equity Requirements
- All origination, loan transaction, issuance, closing costs, and other fees
- Security/Collateral and credit review requirements
- Title policy requirements
- Prepayment terms
- Bank Audited Financial Statements for last two years
- **Any unique flexibility or creativity your bank can offer**

ATTACHMENT H - CERTIFICATION SHEET

All specifications and terms and conditions of the RFP have been read.

Our Company accepts the specifications and conditions unless otherwise accepted in writing to the Executive Director, Alamo Area Council of Governments (AACOG).

Company Name:			
Mailing Address:			
City:		State	Zip Code
Phone:		Fax:	
Web Site:			
Email:			

Name of Representative authorized to sign for bidder:

(Print name)	(Signature)

- (a) Does your "residence state" require bidders whose principal place of business is in Texas to underbid bidders whose residence state is the same as yours by a prescribed amount or percentage to receive a comparable contract? "Residence State" is defined as the state in which the principal place of business is located.
YES ☐ NO ☐

- (b) What is that amount or percentage?

I certify that the above information is correct:

Name	
Position	
Signature	
Date	

ATTACHMENT I - ACKNOWLEDGEMENT FORM

Having carefully examined the terms and conditions and specifications within this RFP document, the undersigned Proposer's Agent hereby proposes and agrees to furnish the proposed product(s)/service(s) in strict compliance with the specifications as quoted.

The Proposer affirms that, to the best of his knowledge, the response has been arrived at independently and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give them an unfair advantage over other bidders in the award of this RFP.

The Proposer affirms that he/she has not participated in any act of favoritism, gratuity, or inside dealings with any member of the staff of AACOG or its Board of Directors.

Company Name:
President/Designee :
Position:
Signature:
Date:

ATTACHMENT J – CONFLICT OF INTEREST QUESTIONNAIRE

CONFLICT OF INTEREST QUESTIONNAIRE FORM CIQ	
For vendor or other person doing business with local governmental entity	
This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session. This questionnaire is being filed in accordance with chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001 (1-a) with a local governmental entity and the person meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local government entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor. 1. Name of person who has a business relationship with local governmental entity.	OFFICE USE ONLY Date Received
☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7 th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)	
Name of local government office with whom filer has employment or business relationship. This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001 (1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary. A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire? ☐ Yes ☐ No B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not from the local government entity? ☐ Yes ☐ No C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more? ☐ Yes ☐ No D. Describe each employment or business relationship with the local government office named in this section.	
_____ Signature of person doing business with governmental entity _____ Date	

**ATTACHMENT K – CERTIFICATION REGARDING DEBARMENT
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND
VOLUNTARY EXCLUSION FOR CONTRACTS AND GRANTS**

NAME OF INDIVIDUAL, AGENCY, BUSINESS OR ORGANIZATION	Doing business as (DBA), if applicable:	
ADDRESS	Applicable Procurement or Solicitation #, if any:	Federal Employer Tax Identification #.

READ CAREFULLY BEFORE SIGNING THIS CERTIFICATION. Federal regulations require contractors, bidders, and subgrantees to sign and abide by the terms of this certification, without modification, in order to participate in certain transactions directly or indirectly involving federal funds.

1. By signing and submitting this certification, the prospective vendor/grantee is attesting/acknowledging the representations set out below.
2. This certification is a material representation of fact upon which the Alamo Area Council of Governments (AACOG) will rely on when this transaction is entered into. If it is later determined that the prospective vendor/grantee knowingly rendered an erroneous certification, in addition to other remedies available to Federal or State departments or funding agency(s), AGENCY may pursue on its own available remedies, including contract termination, suspension and debarment.
3. **The prospective vendor/grantee shall provide immediate written notice to AGENCY, Director of Administrative Services, 8700 Tesoro Drive, Suite 130, San Antonio, TX 78217, if at any time it learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.**
4. The terms “covered contract”, “debarred”, “suspended”, “ineligible”, “participant”, “person”, “principal”, “proposal”, and “voluntarily excluded”, as used in this certification, have meanings based upon materials in the Definitions and Coverage sections of federal rules implementing Executive Order 12549. You may contact the person to which this proposal or contract is submitted for assistance in obtaining a copy of this regulation.
5. The prospective vendor/grantee agrees, by submitting this certification, that should the proposed contract/grant be entered into, it shall not knowingly enter into any lower-tier-covered transaction or sub-contract with a person or entity that is proposed for debarment, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this transaction, unless pre-authorized by the appropriate federal or state department or agency, or by AGENCY.

Do you have or do you anticipate having sub-vendors/sub-grantees under this proposed agreement?

☐ Yes ☐ No

6. The prospective vendor/grantee further agrees by submitting this certification, that it will include this certification titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion for Contracts and Grants,” without modification, in all lower-tier covered transactions and sub-contracts and in all solicitations for lower-tier covered transactions and sub-contracts.
7. A vendor/grantee may rely upon a certification of a prospective participant that it is not proposed for debarment, debarred, suspended, ineligible, or voluntarily excluded from the transaction, unless it knows that the certification is erroneous. Each vendor/grantee is required to check the list of parties excluded from Federal and State Procurement and Non-procurement Programs. **AGENCY checks this list for all parties to which it provides funds that are derived directly or indirectly from the Federal Government.**
8. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this certification document. Participants are not required to have knowledge and information exceeding that which is normally possessed by a prudent person in the ordinary course of business activity.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a transaction knowingly enters into a lower-tier transaction or contract with a person who is proposed for debarment, debarred, suspended, ineligible, or voluntarily excluded from participation, in addition to other remedies available to the Federal Government, AGENCY or its applicable funding agency(s) may pursue available remedies, including contract termination, suspension and/or debarment.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND
VOLUNTARY EXCLUSION FOR CONTRACTS AND GRANTS**

Check the statement that applies to the potential vendor/grantee:

- ☐ 1. The prospective vendor/grantee certifies by submission of this certification, that neither it nor its principals:
- (a) Is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal or State department or agency; and
 - (b) Have, within a three-year period preceding this certification, been convicted of or had a civil judgment rendered against them for fraud; committed a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract; violated Federal or State antitrust statutes; committed embezzlement, theft, forgery, bribery, falsification or inappropriate destruction of records; or received stolen property; and
 - (c) Is presently indicted for or otherwise charged by a government entity (Federal, State, or local) with the commission of any of the offenses enumerated in the preceding paragraph (b) of this certification; and
 - (d) Have, within a three-year period preceding this certification, had one or more contracts or transactions (Federal, State, or local) terminated for cause or default.
- ☐ 2. The potential vendor/grantee is unable to certify to one or more of the terms in this certification. In this instance, the potential vendor/grantee must attach a signed and dated explanation for each of the above terms, 1(a) through 1(d), to which it cannot certify.

NAME OF POTENTIAL VENDOR/GRANTEE:	
-----------------------------------	--

Signature of Authorized Representative	Printed/Typed Name & Title of Authorized Representative

Date: _____	
-------------	--

ATTACHMENT L - NON-DISCRIMINATION CERTIFICATION

The Contractor has agreed to comply with:

1. Title VI of the Civil Rights Act of 1964, as amended (42 USC §2000d), which prohibits employment discrimination based on race, color or national origin; 45 CFR 80
2. Section 504 of the Rehabilitation Act of 1973, as amended (29 USC §794) which prohibits discrimination against qualified individuals with disability in, (1) Programs and activities receiving financial assistance from HHS, 45 CFR 84, (2) Notice of exercise of authority under regarding recipients with fewer than fifteen employees, 45 CFR 84.52(d)(2), (3) Admission or treatment against substance abusers suffering from medical conditions 45 CFR 84.53, and (4) Programs or activities conducted by HHS 45 CFR 85;
3. Title IX of the Education Amendments of 1972, as amended, (20 USC §1681) prohibits discrimination on the basis of sex (gender) in Federally-Assisted Education Programs 45 CFR 86
4. The Age Discrimination in Employment Act of 1975, as amended (42 USC §6101), which prohibits discrimination on the basis of age in (1) Programs or activities receiving federal financial assistance 45 CFR 90; and (2) Programs or services receiving HHS financial assistance 45 CFR 91;
5. Title II of the Americans with Disabilities Act, 28 CFR Part 35.

NAME OF POTENTIAL VENDOR/GRANTEE:	
-----------------------------------	--

Signature of Authorized Representative	Printed/Typed Name & Title of Authorized Representative

Date: _____

ATTACHMENT M – LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature_____

Title_____

Organization_____



AACOG is an equal opportunity agency within the meaning and spirit of the law and does not discriminate on the basis of race, age, color, sex (including sexual orientation and gender identity), disability, national origin, or religion. All contractors and vendors are required to comply with AACOG's EEO policies and/or provide adequate notification that they comply with applicable EEO laws

AACOG requires all vendors interested in conducting business with the agency to complete a "Request to be added to Bidder/Vender List" packet prior to being eligible to receive opportunities to bid for agency projects.

In addition, AACOG has a centralized purchasing function and requires that a purchase order number be issued and authorized before any order is processed. The contact for Purchase Order numbers is the Procurement Department, (210)362-5200, procurement@aacog.com.

NOTE: AACOG programs are on a cost reimbursement from the funding sources. AACOG will bill the funding source for purchases subsequent to receipt of goods or services and invoices. Invoices are required for all purchases. Payment will be forwarded to the vendor upon reimbursement from the funding source. Vendors should note that this process may take sixty (60) to ninety (90) days for payment to be processed. Contact for the status of payments is Accounts Payable at (210)362-5280.

RETURN THIS FORM TO:



Alamo Area Council of Governments
2700 NE Loop 410, Suite 101
San Antonio, TX 78217
ATTN: Procurement Department Phone:
(210)362-5200
Email: procurement@aacog.com

I, _____, hereby attest that I have read and understand the above terms for conducting business with the Alamo Area Council of Governments.

Company Name:
Send Payment(s) to- Address:
City/ State/ ZIP code:
Telephone Number:
Fax Number:
Website Address:
Email Address:
Representative:



REQUEST TO BE ADDED TO BIDDER/ VENDOR LIST

Please list the type of products/ services you provide and attach any catalogs/ brochures/ samples. Use

this list below to describe your products/ services *required*:

- | | |
|---|--|
| ☐ Office Supplies | ☐ General Contractor |
| ☐ Office Furniture | ☐ Weatherization Contractor |
| ☐ Copier Paper/ Specialty Paper | ☐ Aging Contractor |
| ☐ Computers | ☐ Psychological Services |
| ☐ Computer Supplies | ☐ Outreach Items |
| ☐ Computer Software | ☐ Printing Services |
| ☐ Copier Machines (and supplies) | ☐ Security Detail |
| ☐ Audio/ Visual Duplication | ☐ Criminal Justice Supplies |
| ☐ Audio/ Visual Equipment | ☐ Consultant (_____) |
| ☐ Data & Phone Cabling | ☐ Vehicle Repairs |
| ☐ Other: | |

Please assist us by completing the following:

1. Type of Request:

- ☐ New Vendor ☐ Change of Address ☐ Updated Information

2. Ownership:

- ☐ Sole Proprietorship ☐ Partnership ☐ Corporation
☐ Governmental Agency ☐ *Non- Profit ☐ Other

3. Tax Identification Number: _____

Attach completed W-9 form unless tax exempt. <http://www.irs.gov/pub/irs-pdf/fw9.pdf>

DUNS Number, if applicable: _____

4. Have you done business with AACOG in the past?

- ☐ Yes ☐ No

5. Is your business currently certified with the State of Texas Centralized Master Bidder's List?

<https://comptroller.texas.gov/purchasing/vendor/cmb/>

- ☐ Yes ☐ No

****Please return confirmation of your CMBL certification with this vendor application****

6. Is your business currently certified as a HUB with the State of Texas?

<https://comptroller.texas.gov/purchasing/vendor/hub/>

- ☐ Yes ☐ No ☐ N/A

7. Is your business currently certified as a HUB outside the State of Texas?

- ☐ Yes ☐ No If yes, what is the name of the State? _____



REQUEST TO BE ADDED TO BIDDER/ VENDOR LIST

8. If YES to either question 6 or 7, enter Historically Underutilized Business (HUB), ethnicity, and gender status, if applicable:

☐ Asian Pacific American (AS) ☐ Hispanic Americans (HI) ☐ American Woman (WO)
☐ Black American (BL) ☐ Native American (AI) Male (M)/ Female (F): ____

9. If applicable, please note if your Texas- based Small, Minority, and/or Women- Owned Business Enterprise (SMWBE) is certified with any of the organizations listed below:

☐ City of Austin ☐
City of Houston
☐ Dallas/ Fort Worth Minority Supplier Development Council ☐
El Paso Hispanic Chamber of Commerce
☐ South Central Texas Regional Certification agency (SCTRCA) ☐
Southwest Minority Supplier Development Council
☐ Texas Department of Transportation (TXDOT) ☐
Women's Business Council- Southwest
☐ Women's Business Enterprise Alliance

****Please return confirmation of this certification with this vendor application****

***If you hold certification with any of the entities noted above, you may qualify to automatically receive HUB Certification with the State of Texas. Please contact TPASS's Statewide HUB Program at (888)863-5881 for further information.**

10. Is your principal place of business in the State of Texas?

☐ Yes ☐ No

11. Is your organization delinquent on State of Texas Franchise taxes?

☐ Yes ☐ No

12. Are you or anyone in your organization related to an AACOG employee or a member of AACOG's governing board?

☐ Yes ☐ No

If YES, list AACOG employee or Board member's name and relationship:

Name: Relationship:

13. Are you or anyone in your organization a former Workforce Solutions- Alamo employee and/ or board member?

☐ Yes ☐ No



**Alamo Area Council of Governments
Accounts Payable Direct Deposit (ACH) Request**

Supplier/ Vendor Name:

Address, City, State, & Zip:

Day- Time Contact Phone:

E-Mail Address:

Financial Institution:

Bank Account Number:

Routing Number:

Must provide all numbers required for ACH deposit

PLEASE NOTE THE FOLLOWING

- The first payment after requesting direct deposit **will not** be deposited into your account. To ensure accuracy of the first deposit a pre-note will be implemented and an actual check will be mailed to you.
- Once a successful pre-note has been established all future payments will be directly deposited into your account.
- Only one bank account may be used per Supplier/ Vendor
- Please contact Accounting Department at (210) 362-5200 with any questions.
I hereby authorize Alamo Area of Governments to initiate credit entries and, if necessary, debit entries, and adjustments for any credits entries in error to our account as shown above with the listed financial institution, and credit and/ or debit the same to the accounted indicated above. I certify that the depository information listed above is accurate.

Signature:

Date:



CONFLICT OF INTEREST QUESTIONNAIRE FOR VENDOR OR OTHER PERSON DOING BUSINESS WITH LOCAL GOVERNMENTAL ENTITY		FORM CIQ
This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.		OFFICE USE ONLY Date Received
This questionnaire is being filed in accordance with chapter 176, Local Government Code by a person who has the meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local government entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be file. A person commits an offense if the person violated Section 176.006. Local Government Code. An offensive under this section is a Class C misdemeanor.		
1. Name of person who has a business relationship with local governmental entity:		
2. ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7 th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)		
3. Name of local government office with whom filer has employment or business relationship. This section (item 3 including subparts A, B, C, & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001 (1-a). Local Government Code. Attach additional pages to this Form CIQ as necessary. A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire? ☐ Yes ☐ No B. Is the filer of the questionnaire receiving or likely to receive or likely to receive taxable income, other than investment income, from the filer of the questionnaire? ☐ Yes ☐ No C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more? ☐ Yes ☐ No D. Describe each employment or business relationship with the local government office named in this section. ○ ○ ○ ○ ○ ○		
4.		
Signature of person doing business with governmental entity		Date

AACOG
Alamo Area Council
Of Governments

W-9

Request for Taxpayer Identification Number and Certification

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rwqunblr'. Du oat
send mIMN.

(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: ☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate ☐ Limited liability company. Enter the tax classification (C-C corporation, S-S corporation, P-partnership) ▶ _____ <i>Note.</i> For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. ☐ Other (see instructions) ▶ _____	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>	
	5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number								
			-			-		
OR								
Employer identification number								
			-					

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/w9.

PuLP09III d Funn

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1000-INT (interest earned or paid)
- Form 1000-DIV (dividends, including those from stocks or mutual funds)
- Form 1000-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1000-IS (stock or mutual fund sales and certain other transactions by brokers)
- Form 1000-ES (proceeds from real estate sales)
- Form 1000-K (merchant card payment processing fees)

- Form 1099 (from mortgage interest), 1099-E (student loan interest), 1099-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filed-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee; if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership's income is not subject to backup withholding.
- Certify that if exempt from the

2 - IIM.



Alamo Area Council
Of Governments



SAVE A COPY

CLEAR SIDE

TEXAS SALES AND USE TAX EXEMPTION CERTIFICATE

Name of purchaser, firm or agency	
Address (Street & number, P.O. Box or Route number)	Phone (Area code and number)
City, State, ZIP code	

I, the purchaser named above, claim an exemption from payment of sales and use taxes (for the purchase of taxable items described below or on the attached order or invoice) from:

Street address: _____ City, State, ZIP _____ c.c.g. _____

Description of items to be purchased or on the attached order or invoice: _____

Purchaser claims this exemption for the following reason(s): _____

I understand that I will be liable for payment of all state and local sales or use taxes which may become due for failure to comply with the provisions of the Tax Code and/or all applicable law.

I understand that it is a criminal offense to give an exemption certificate to the seller for taxable items that I know, at the time of purchase, will be used in a manner other than that expressed in this certificate, and depending on the amount of tax evaded, the offense may range from a Class C misdemeanor to a felony of the second degree.

sign here 

NOTE: This certificate cannot be issued for the purchase, lease, or rental of a motor vehicle.

THIS CERTIFICATE DOES NOT REQUIRE A NUMBER TO BE VALID.

Sales and Use Tax "Exemption Numbers" or "Tax Exempt" Numbers do not exist.

This certificate should be furnished to the supplier. Do not send the completed certificate to the Comptroller of Public Accounts.



DBE/ Minority/ Small Business, Certification Disclosures

Alamo Area Council of Governments (AACOG) is committed to the healthy and responsible growth of our Disadvantaged, Small & Minority Business Enterprises in and around the Alamo City. These service providers are a major driving force for the Alamo, South and Central Texas Region economy. We are unified in our requirement to identifying, and in utilizing these Agency approved organizations.

For more information regarding DBE certification, please visit DBE link provided:

<https://sctrcadotorg.wordpress.com/small-minority-woman-and-veteran-owned-business-enterprise/>

We also would like to provide information regarding a partner Agency within the Alamo Area that can certify your organization in and around the South Central Texas Region (SCTRCA). Please visit their SCTRCA link provided regarding certification:

<https://sctrcadotorg.wordpress.com/small-minority-woman-and-veteran-owned-business-enterprise/>

For AACOG's certification disclosure within our federal guidelines, please identify any of the applicable certifications your organization falls under, and provide us with a copy of your Agency certificate:

African American Business Enterprise (AABE) Certification- Complete Certification Application

A business structure owned, operated, managed, and controlled by an African American minority group member(s) who has at least 51% ownership.

Asian American Business Enterprise (ABE) Certification- Complete Certification Application

A business structure owned, operated, managed, and controlled by an Asian American minority group member(s) who has at least 51% ownership.

Disabled Individual Business Enterprise (DIBE) Certification- Complete Certification Application

A business structure that is at least 51% owned, operated and controlled by a disabled individual. Disabled individual means a person (a) with one or more disabilities as defined by the Americans with Disabilities Act (ADA) and amendments thereto (for purposes of applicability under the certification statutes, ordinances, rules and regulations governing the State of Texas).

Emerging Small Business Enterprise (ESBE) Certification- Complete Certification Application

An SBE eligible business structure for the purpose of making a profit, which is independently owned and operated by individuals legally residing in, or that are citizens of, the United States or its territories, whose annual revenues and numbers of employees are no greater than 25% of the small business size standards for its industry as established by the U.S. Small Business Administration.

Hispanic Business Enterprise (HABE) Certification- Complete Certification Application

A business structure owned, operated, managed and controlled by a Hispanic American minority group member(s) who has at least 51%.

Minority Business Enterprise (MBE) Certification- Complete Certification Application

A business structure that is owned, operated, managed and controlled by an ethnic minority group member(s) who has at least 51%.

Native American Business Enterprise (NABE) Certification- Complete Certification Application

A business structure owned, operated, managed and controlled by a Native American minority group member(s) who has at least 51 percent ownership. The Native American group member(s) must have operational and managerial control, interest in capital, expertise and earning commensurate with the percentage of ownership and legally residing in or are citizens of the United States or its territories; or (2) A business structure owned, operated and controlled by a Native American minority group member(s) who has at least 51% ownership and satisfies the Native American member status.

Small Business Enterprise (SBE) Certification- Complete Certification Application

A business structure that is formed with the purpose of making a profit, which is independently owned and operated and which meets the United States Small Business Administration (SBA) size standard for a small business (See <http://sba.gov/size> click "table".)

Veteran-Owned Business Enterprise (VBE) Certification- Complete Certification Application

A business structure owned, operated, managed and controlled by an individual who served in the United States Armed Forces, and who was discharged or released under conditions other than dishonorable.

Please note: This certification type should not be confused with the Service Disabled Veteran designation available through the Small Business Administration.

Woman-Owned Business Enterprise (WBE) Certification- Complete Certification Application

A business structure that is owned, operated and controlled by one or more women who have a total of at least 51% or more ownership.

Sincerely,

Debbie Ugarte

**Debbie Ugarte
Alamo Area Council of Governments Contracts
& Procurement Manager**

2026 PUBLIC FUNDS INVESTMENT POLICY

Policy

It is the policy of the Alamo Area Council of Governments (AGENCY) that the administration of its funds and the investment of those funds shall be handled, as its highest public trust. Investments shall be made in a manner which will provide the maximum security of principal invested in accordance with the Public Funds Investment Act while meeting the AGENCY's daily cash flow needs and conforming to all applicable state laws governing the investment of public funds. The receipt of a market rate of return will be secondary to the requirements for safety of capital and liquidity. It is the AGENCY's intent to be in compliance with the AGENCY policies and the Texas Public Funds Investment Act (PFIA). The earnings from investments will be used in a manner that best serves the public trust and the AGENCY members.

Effective Date

This policy will become effective on January 1, 2026 as approved by the board of directors on October 22, 2025.

Standard of Care

The AGENCY shall manage and invest its cash with three primary objectives: safety and preservation of principal, liquidity and yield. The scope of cash management is concerned with the process of managing monies in order to ensure the maximum cash availability and maximum yield on short-term investment of idle cash.

The AGENCY shall maintain a comprehensive cash management program, which includes the collection of accounts receivable, processing of accounts payable in accordance with invoice terms, and prudent investment of available cash.

The AGENCY investment portfolio for all funds shall be designed and managed with the objective of regularly exceeding the average rate of return on three-month' U.S. Treasury Bills, or the average Federal Reserve Discount rate, whichever is higher. The investment program shall seek to augment returns above this threshold consistent with risk limitations, legal requirements and prudent investment principles.

Responsibility

The Chief Financial Officer and the Controller are the AGENCY designated investment officers. Investment officers are responsible for the comprehensive cash management program, including the administration of investment policies. The officers are responsible for considering the quality and capability of staff involved in investing management procedures.

The investment officers will maintain procedures for the operation of the investment

program. All persons involved in investment decisions will be referred to as investment officials.

The investment officers will complete ten hours of training within 12 months of assuming their duties and thereafter shall complete ten hours of additional training every two years. The training shall be provided by an independent source and must be approved by the AGENCY Board of Directors. The training must include education in investment controls, security risks, strategy risks, market risks, diversification of investment portfolios, and compliance with the Public Funds Investment ACT (PFIA).

The independent sources will be as follows:

The Government Treasurers' Organization of Texas (GTOT)
The University of North Texas (UNT)
The Government Finance Officers' Association (GFOA)
Texas Municipal League (TML)
Texas State University
Lone Star Investment Pool
TexPool

No persons may engage in an investment transaction except as provided for by the terms of this policy. The investment officers will be responsible for authorizing investments and for properly accounting for investments and pledged collateral.

All participants in the investment process shall act responsibly as custodians of the public trust. Investment officials shall avoid any transactions that might impair confidence in the AGENCY's ability to administer its affairs effectively.

Investments shall be made with the exercise of due care, which persons of prudence, discretion, and intelligence would exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived.

Investment officials shall refrain from personal business activity that appears to or could conflict with proper execution of the investment program, or which could impair or allow one to question their ability to make impartial investment decisions.

All investment officers are required to file a disclosure statement with the Texas Ethics Commission and the governing body if the officer has a personal business relationship with a business organization offering to engage in an investment transaction with the AGENCY; or the officer is related within the second degree by affinity or consanguinity to an individual seeking to transact investment business with the AGENCY. For purposes of this Policy, personal business relationship has the same meaning as contained in PFIA Section 2256.005(i), as amended.

Annually, the investment officials will present to the board of directors the Investment Policy to report any statutory changes from the Texas Legislative session. Additionally, the board of directors shall review and adopt the investment policies for the upcoming year.

Authorized Investments

State laws require the AGENCY to invest funds only in authorized investments as stated in the Public Funds Investment Act Sections 2256.009-2256.019.

1. Obligations, including letters of credit, of the United States or its agencies and instrumentalities;
2. Direct obligations of this State or its agencies and instrumentalities;
3. Collateralized mortgage obligations directly issued by a federal agency or instrumentality of the United States, the underlying security for which is guaranteed by an agency or instrumentality of the United States;
4. Other obligations, the principal and interest of which are unconditionally guaranteed or insured by, or backed by the full faith and credit of this State or the United States or their respective agencies and instrumentalities, including obligations that are fully guaranteed or insured by the Federal Deposit Insurance Corporation or by the explicit full faith and credit of the United States;
5. Obligations of states, agencies, counties, cities and other political subdivisions of any state rated as to investment quality by a nationally recognized investment rating firm not less than "A" or its equivalent;
6. Bonds issued, assumed, or guaranteed by the State of Israel, as required by federal law;
7. Certificates of deposit issued by a depository institution that has its main office or a branch office in Texas and that are insured by the FDIC, the National Credit Union Share Insurance Fund or their successors or secured by obligations as described above;
8. Fully collateralized direct repurchase agreements having a defined termination date, secured by obligations of the United States or its agencies, pledged with third party selected or approved by the AGENCY, and placed through a primary government securities dealer, or a bank who conducts business and has offices in Texas;
9. Public investment pools that the Board of Directors, by resolution, authorizes participation. An investment pool eligible for consideration must demonstrate that the investment portfolio has a dollar-weighted average stated maturity of 90 days or fewer, and includes in its investment objectives the maintenance of a stable net asset value of \$1.00 for each share and must be continuously rated no lower than AAA or AAA- or at an equivalent rating by at least one nationally recognized rating service.

Investments shall be diversified to reduce the risk of loss resulting from over concentration of investments in a specific maturity, a specific issue, or a specific class of securities.

The investments shall be diversified by:

- Limiting investments to avoid overconcentration in securities from a specific issue or business sector (excluding U.S. Treasury securities),
- Limiting investment in securities with higher credit risks,
- Investing in securities with varying maturities, and
- Continuously investing a portion of the portfolio in readily available funds such as local government investment pools, money market funds or overnight repurchase agreements to ensure that appropriate liquidity is maintained in order to meet ongoing obligations.

Investments of pooled funds will be allocated to the various funds based on their respective participation and in accordance with generally accepted accounting principles.

Portfolio maturities shall be staggered in a way that protects interest income from the volatility of interest rates. Securities shall be selected which provide for stability of income and reasonable liquidity.

Ratings shall be monitored using nationally recognized financial information sources, including actions published on rating agency websites. All prudent measures consistent with the Act will be taken to liquidate an investment that is downgraded to less than the required minimum rating.

The investment maturity schedule shall correspond with the AGENCY'S projected cash flow needs.

Investment Broker Disclosure:

AGENCY will provide its investment policies to any broker, financial institution, or money manager for the sole purpose of acknowledging receipt and understanding of AGENCY's investment profile as approved by the board of directors.

Prohibited Investments

The following are not authorized investments under this policy:

1. Obligations whose payment represents the coupon payments on the outstanding principal balance of the underlying mortgage-backed security collateral and pays no principal.
2. Obligations whose payment represents the principal stream of cash flow from the underlying mortgage-backed security collateral and bears no interest;
3. Collateralized mortgage obligations that have a stated final maturity date of greater than 10 years; and

4. Collateralized mortgage obligations the interest rate of which is determined by an index that adjusts opposite to the changes in a market index.

Qualifying Institutions

The Alamo Area Council of Governments shall release a Fiscal Depository request for proposal at least every five years to determine if the current fiscal depository remains competitive with the current market. The RFP will be for three (3) years with two (2) one year extensions that will be at the pleasure of the Board of Directors.

In selecting a depository, the credit worthiness of institutions shall be considered, and the officers shall conduct a comprehensive review of prospective depositories' credit characteristics and financial history.

Such review may include review of rating agency reports, review of call reports and analysis of management profitability, capitalization and asset quality. Banks and savings and Loans associations seeking to establish eligibility for the AGENCY's competitive certificate of deposit purchase program shall submit financial statements, evidence of federal insurance and other information as required by the Executive Director or investment officers.

Safekeeping and Custody

All deposits and investments of AGENCY funds other than direct purchases of U.S. Treasury or U.S. Agencies' notes must be secured by pledged collateral with a market value equal to at least 100 percent (100%) of the deposits, less an amount insured by FDIC or FSLIC as required by the Collateralization of Public Deposit Act 2257. Securities purchased to collateralize AGENCY's deposits shall be held with a third party financial institution. Repurchase agreements shall be documented by a specific agreement noting the collateral pledged in each agreement. Collateral will be reviewed daily to assure the market value of the securities pledged equals or exceeds the related bank balance.

The investment officer(s) shall establish a system of internal controls, which shall be documented in writing. The internal controls shall be reviewed annually by an independent auditor. The controls shall be designed to prevent the loss of public funds arising from fraud, employee error, misrepresentation of third parties, unanticipated changes in financial markets, or imprudent actions by employees and officers of the AGENCY.

The AGENCY's Executive Director, or designee, must approve a release of collateral in writing prior to its removal from the safekeeping account.

Collateral shall be audited at least annually by the AGENCY's independent auditors and may be audited by the AGENCY at any time during the normal business hours of the safekeeping bank.

The AGENCY and the financial institution shall assume responsibility for ensuring that collateral is sufficient.

Investment Practices

All financial institutions and broker/dealers who desire to engage in investment transactions with the AGENCY must supply the following as appropriate:

- Audited financial statements demonstrating compliance with state and federal capital adequacy guidelines
- Proof of National Association of Securities Dealers (NASD) certification (not applicable to Certificate of Deposit counterparties)
- Proof of state registration
- Completed broker/dealer questionnaire (not applicable to Certificate of Deposit counterparties)
- Certification of having received, read and understood and agreeing to comply with the AGENCY's investment policy.
- Evidence of adequate insurance coverage.

The holding company bank in which the AGENCY has invested funds may hold investments in FDIC-insured certificates of deposit with bank holding companies in book entry form. Oral confirmation of the investment transaction must be followed-up in writing with original safekeeping receipts.

The AGENCY shall take physical possession of certificates of deposit in individual banks at the time funds are released for the investment.

All investments purchased by the AGENCY and held in safekeeping in a third party safekeeping institution shall be purchased "delivery versus payment." The AGENCY shall authorize the release of its funds only after it has received notification from the safekeeping bank that a purchased security has been received in the AGENCY'S safekeeping account. This notification may be oral, but will be followed up in writing with the original safekeeping receipt.

All daily excess funds may be automatically swept into repurchase liquid overnight investments secured by the U.S. Treasury, government or agency securities that are segregated and allocated to the AGENCY that are free of any other liens or encumbrances or transferred to a High Balance Savings account.

Execution of a "Master Repurchase Agreement" is required for all authorized repurchase investments.

The procurement department shall solicit three (3) competitive quotations for all individual security purchases, U.S. Treasury security investments and certificates of deposits (excluding money market mutual funds, money market accounts, savings accounts and local government investment pools, which are deemed to be made at prevailing market rates).

Reporting Requirements

The officers will present quarterly investment reports to the Board of Directors for the quarter then ended, including a schedule of all current investment securities.

The report must:

1. Describe in detail the AGENCY's investment position as of the date of the report;
2. Be prepared jointly and signed by all investment officers;
3. Contain a summary statement, prepared in compliance with generally accepted accounting principles, of each pooled fund group that states the:
 - a. Beginning market value for the reporting period;
 - b. Additions and changes to the market value for the period;
 - c. Ending market value for the period; and
 - d. Fully accrued interest for the reporting period;
4. State the book value and market value of each separately invested asset at the beginning and end of the reporting period by the type of asset and fund type invested;
5. State the maturity date of each separately invested asset that has a maturity date;
6. State the account or fund or pooled group fund for which each individual investment was acquired; and
7. State the compliance of the investment portfolio as it relates to:
 - a. The investment strategy expressed in this policy; and
 - b. The PFIA

Quarterly reports will be audited at least annually by the AGENCY'S independent auditors.

Annual Review and Adoption of Investment Policy and Strategies

The AGENCY Board will annually review these investment policies and strategies and shall record any changes to either the policy or strategies.

Investment Strategy Statement

The AGENCY maintains portfolios that utilize specific investment strategy considerations designed to address the unique characteristics of the fund groups represented in the

investment portfolios.

1. Debt Service Funds

Investment strategies for debt service funds shall have as the primary objective the assurance of investment liquidity adequate to cover the debt service obligation on the required payment date. Securities purchased shall not have a stated final maturity date that exceeds the debt service payment date.

2. Special Purpose Funds

AACOG has special purpose funds and a general fund. Investment strategies for special purpose portfolios will have as their primary objective to assure that anticipated cash flows are matched with adequate investment liquidity.

3. Deferred Compensation Forfeiture Funds

The investment strategy for the forfeiture funds shall have as the primary objective the assurance of investment liquidity adequate to cover the service obligation on the required payment date.

4. Daily Excess Funds -Operating Capital

These are generally AGENCY operating funds that include designated funds for compensated absences and the Council's undesignated fund balance. Funds are maintained in a commercial noninterest bearing account with an Earnings Credit Rate applied to the balance to offset bank service fees. Depending on current market conditions, the Council may choose to automatically sweep excess funds into an overnight pre-selected investment option or to a High Balance Savings Account. Swept account funds are available the next business day. The High Balance Savings account allows unlimited transfers in and a maximum of six transfers out per month.