



DAYTON

City of Dayton, Ohio
Department of Finance
Division of Tax and Accounting Administration

Fixed Assets

REQUEST FOR PROPOSAL (RFP) No. 24-025FIN

May 2024

TABLE OF CONTENTS

SECTION 1 – PROPOSAL INSTRUCTIONS	1
1.01 COMMUNICATIONS REGARDING THIS PROJECT.	1
1.02 RFP SCHEDULE.	1
1.03 PRE-PROPOSAL MEETING.....	1
1.04 SUBMITTING A PROPOSAL.....	1
1.05 REQUIRED PROPOSAL CONTENTS.	2
1.06 ITEMS THAT DISQUALIFY A VENDOR IMMEDIATELY.	3
1.07 CRITERIA.	3
1.08 MISCELLANEOUS ITEMS.....	3
SECTION 2 – SCOPE OF PROJECT (REVIEW ALL SECTIONS HERE)	4
2.01 PURPOSE AND NEED / PROJECT DESCRIPTION.....	4
2.02 BACKGROUND INFORMATION.	4
2.03 SCOPE OF WORK REQUIREMENTS.....	4
<i>A. Proposal Response Requirements</i>	4
<i>B. Software and Technical Support requirements</i>	5
<i>C. Functionality Requirements-Fixed Assets</i>	7
2.04 PRICING STRUCTURE	9
SECTION 3 – REQUIREMENTS AND CONDITIONS FOR ALL PROPOSERS	9
3.01 TAX EXEMPTION.	9
3.02 PROPOSER AFFIDAVIT.	9
3.03 PROCUREMENT ENHANCEMENT PROGRAM.....	9
3.04 PROPOSER’S FINANCIAL OBLIGATION TO THE CITY.....	10
3.05 PROPOSER’S INCURRED COSTS.	10
3.06 AFFIRMATIVE ACTION ASSURANCE (AAA).....	10
3.07 STANDARD AGREEMENT TERMS FOR PROFESSIONAL SERVICES.....	10
ARTICLE 1. TERM	10
ARTICLE 2. SERVICES TO BE PERFORMED BY CONTRACTOR.....	10
ARTICLE 3. COMPENSATION	10
ARTICLE 4. CITY’S RESPONSIBILITIES	11
ARTICLE 5. STANDARD OF CARE	11
ARTICLE 6. INDEMNIFICATION	11
ARTICLE 7. INSURANCE	11
ARTICLE 8. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY	11
ARTICLE 9. TERMINATION.....	12
ARTICLE 10. STANDARD TERMS.....	12
<i>A. DELAY IN PERFORMANCE</i>	12
<i>B. GOVERNING LAW AND VENUE</i>	12
<i>C. COMMUNICATIONS</i>	12
<i>D. EQUAL EMPLOYMENT OPPORTUNITY</i>	13
<i>E. WAIVER</i>	13
<i>F. SEVERABILITY</i>	13
<i>G. INDEPENDENT CONTRACTOR</i>	13
<i>H. ASSIGNMENT</i>	13
<i>I. THIRD PARTY RIGHTS</i>	13
<i>J. AMENDMENT</i>	13
<i>K. POLITICAL CONTRIBUTIONS</i>	14

L. INTEGRATION.....	14
M. PCI COMPLIANCE	14
N. LIVING WAGE ORDINANCE.....	14
EXHIBIT A – LETTER OF TRANSMITTAL.....	15
EXHIBIT B – REFERENCES FOR PROPOSING COMPANY	18
EXHIBIT C – PRODUCT MANUFACTURE LABOR STANDARDS: VENDOR COMPLIANCE FORM..	19
EXHIBIT D- BUSINESS INCOME TAX QUESTIONNAIRE.....	21
EXHIBIT E – FIXED ASSET POLICY	22

SECTION 1 – PROPOSAL INSTRUCTIONS

1.01 COMMUNICATIONS REGARDING THIS PROJECT. Please direct all communications regarding the RFP process to:

City of Dayton, Tax and Accounting Administration
Saleh Asumani
101 West Third Street
Dayton, Ohio 45402
Telephone: (937) 333-3773
E-Mail: Saleh.Asumani@daytonohio.gov

All communications/questions concerning this RFP must be submitted in writing, referencing the specific paragraph and page number. The deadline for questions is listed in Section 1.02 (RFP Schedule). Written responses will be prepared by the City and posted on the City’s website by the date listed in *Section 1.02*. Changes to this RFP will be made only by formal written correspondence issued by the City.

A copy of this RFP proposal and any additional documentation may be found at the City’s website at:

<http://daytonohio.gov/bids.aspx>

1.02 RFP SCHEDULE. The proposed RFP schedule is to be reviewed with City Purchasing and HRC, if required and shall be mutually agreed upon. RFP schedule to be determined before the finalization of the RFP. The following is the anticipated schedule for the RFP Process:

Issue RFP:	Thursday May 30, 2024
Preproposal Meeting- In Person	Meeting will be at City Hall, Mezz in PRC Conference Room, at 10:00AM local (Dayton OH) time on June 5, 2024
Last Day to Submit Questions:	Monday, June 10th by 12:00 PM local (Dayton OH) time
Written Responses to Questions:	Monday, June 17, 2024
Due Date for Proposals:	June 28, 2024 by 4:00 PM local (Dayton OH) time

1.03 PRE-PROPOSAL MEETING. The City shall conduct a **VOLUNTARY** pre-proposal meeting. The date and location of the meeting is listed in Section 1.02 (RFP Schedule). The intent of the pre-proposal meeting is to:

- Review the Request for Proposal

This may be the only opportunity for the Contractors to meet with the City. Each proposer should limit representation at this meeting to no more than 2 persons. Contractors shall notify the City as directed in Section 1.02 (RFP Schedule) if they will be attending the pre-proposal meeting and how many persons will attend.

1.04 SUBMITTING A PROPOSAL. Each Consultant seeking consideration for performance of services related to this RFP must submit a proposal. All proposals shall be submitted as a PDF via electronic submission to bids@daytonohio.gov. The City has a 20meg limit for incoming e-mail message sizes (20meg includes e-mail itself and any attachments total). Should your company’s proposal document exceed this limit, your company will have to submit its document in multiple parts (emails). Should bid documents require multiple emails, please designate in the “Subject” line of each email sent: **RFP No 24-025FIN Fixed Assets RFP No 24-025FIN Part 1, RFP No. 24-025FIN Part 2, and so forth.**

**The bid opening will be facilitated using ZOOM with the following login information:
Topic: RFP 24-025FIN**

Join Zoom Meeting

<https://us02web.zoom.us/j/82537555335?pwd=yPpPgg8yma4QkcDLP1Lb4yIWuJJVHO.1>

Meeting ID: 825 3755 5335

Passcode: 350588

Electronic proposals must be received in the Procurement bid email in-box (BIDS@DAYTONOHIO.GOV) by time/date as indicated in Section 1.02 (RFP Schedule). Proposals received after the scheduled date/time will not be considered. All supporting materials and documentation must be included with the proposal. The responsibility of timely delivery lies solely with the proposer.

The City reserves the right to reject any and all proposals, to waive any irregularities in a proposal, or to accept the proposal(s) which in the judgment of proper officials, is in the best interest of the City. The City reserves the right to accept a part or parts of a proposal unless otherwise restricted in the RFP or issue subsequent RFPs. The City reserves the right to approve or reject any sub-Contractors proposed for work under this proposal or waive any minor irregularities

The City reserves the right to select the successful vendor once all proposals are received, without seeking further information for clarification from proposers. Upon review of proposals, the City may designate the most qualified proposals as finalists. These finalists may be invited to make oral presentations and participate in a question and answer session with the City. The City shall have the right to visit selected user sites, should this be deemed necessary.

All federal, state, and local laws regarding competitive bidding, anti-competitive practices, and conflict of interest shall be applicable to this RFP.

The City does not guarantee that any contract will be awarded because of this RFP. If a contract award is made but the contract is not executed, the City does not guarantee that the contract will be re-awarded.

1.05 REQUIRED PROPOSAL CONTENTS. All brochures and supplemental documentation shall be included with the original and all copies. If not, the proposal may be considered as non-responsive. Proposers are required to submit the following information in their proposal:

- **Letter of Transmittal.** The Proposer shall provide a transmittal letter with authorizing signature for the proposal. The letter must briefly summarize the vendor's ability and willingness to perform the services required by the RFP. The letter must be on the form provided in Exhibit A.
- **Company Profile and Background.** Provide the following information:
 - **Location** – The street address of the Proposer's company headquarters.
 - **Local Office of Proposer** – Provide the location of the Proposer's office nearest to Dayton, Ohio. Include the local office, a contact name, address, telephone, and fax numbers.
 - **Company's Primary Business** – State the Proposer's primary business, the number of years in the Proposer's industry, and the number of employees assigned to these related activities.
 - **State the legal make-up** of your company: sole proprietorship, partnership, corporation, etc.
 - **Please list any Lawsuits that you are currently engaged in.** Please provide any and all suits either with the City of Dayton or any other Municipalities (include, but not limited to, Federal, State, Local, or other Municipalities and Governmental agencies).
- **Key Personnel Information.** Provide the name, title, mailing address, telephone number, and e-mail address of the persons who will function as the City's primary contact and back-up contact person. Provide brief resumes/qualifications of personnel who will be primarily involved in this project. Include any certifications earned, special training taken, and memberships in professional groups. Complete Form found in Exhibit A.
- **Proposal Response** as per Section 2.
- **Statement of Exceptions to RFP requirements.** Provide a detailed description of any exceptions taken to the requirements of this RFP, including the City Standard Terms and Conditions in Section 3. Exceptions shall be referenced to the applicable RFP section/sub-section numbers. Any other departures

from the city's RFP are to be identified and failure to do so shall make the proposal non-responsive. City's standard Terms for Payment are Net 30 days from date of invoice once the project is complete, unless otherwise negotiated. If you cannot comply with this, please state any changes in the Statement of Exceptions to the RFP Requirements

- **References.** Provide a list of references on form provided as Exhibit B. The City is particularly interested in contacting your governmental clients in the state of Ohio.

1.06 ITEMS THAT DISQUALIFY A VENDOR IMMEDIATELY.

- Incomplete or non-responsive proposal
- Failure to submit a proposal that addresses the minority hiring criteria identified throughout the RFP
- Inability to obtain Affirmative Action Assurance approval prior to award of the contract. See Section 3.06 for information on how to contact the Human Relations Council.

1.07 CRITERIA. The selection committee will evaluate each proposal submitted based on the following criteria. After receipt and review of the written proposal, the City may elect to have the proposal presented in person, or clarifications submitted in writing. The City of Dayton reserves the right to award to multiple vendors and reserves the right to negotiate more or less services depending on funding and availability. The City may choose different vendors to provide services relating to fixed assets and leasing.

Proposers shall not assume that any information shared with the City prior to this RFP will be considered in the evaluation process of this RFP. Evaluation team may or may not have prior knowledge of any discussions and processes. **Evaluation will be completed on the information submitted in response to the RFP only.**

Evaluation Criteria for Goods and Services		
Item	Description	Percentage Possible
1	Price	30
2	Ability to address all RFP Requirements; this includes the Software requirements, Technical requirements, and Business Requirements	40
3	Experience with Local Governments	20
4	Dayton Local Business	5
5	PEP Certified Vendor	5
	Total Points	100

1.08 MISCELLANEOUS ITEMS.

- **All Contractors submitting a proposal will be notified, upon final determination by the City, of the firm or firms selected to perform the requested work.**

SECTION 2 – SCOPE OF PROJECT (REVIEW ALL SECTIONS HERE)

2.01 PURPOSE AND NEED / PROJECT DESCRIPTION. Dayton City’s Finance Department is currently seeking proposals from qualified vendors for an established capital asset tracking and reporting software solution. The software should have the capability to effectively track an unlimited number of assets and accurately calculate both period and accumulated depreciation utilizing Generally Accepted Accounting Principles (GAAP). The City’s goal is to select and implement a solution to run parallel with the current process that captures the asset’s attributes such as cost, funding source, and city department for the 2024 Annual Comprehensive Financial Report (ACFR) preparation by February 2025.

2.02 BACKGROUND INFORMATION. The City is located at the crossroads of America, where I-75 north/south meets I-70 east/west and is best known as the Birthplace of Aviation. The City is a community rich in talent and history, emerging today as a global technology hub. With over 135,000 residents, the City is investing in the future while providing high-quality services to residents, neighborhoods, and businesses.

The City provides a full range of basic governmental services that include: police, fire and emergency medical; street, alley, bridge, park maintenance, and waste collection services; recreation and convention center operations; community planning and economic development; building and housing inspection; a municipal court system and golf. Also, the City operates enterprise or business-type functions that provide water supply and treatment, sewer and stormwater maintenance, wellfield protection, wastewater treatment, and airport services. The City workforce, across all funds at the end of 2023, was 1,830 employees.

The fixed asset policy for the City of Dayton was implemented in 2019 and is outlined in Exhibit E. Fixed Assets are currently managed by the City’s Fixed Asset Specialist utilizing Microsoft Excel; asset transactions are exported from the City’s Ellucian Banner finance system throughout the year, and invoices are matched to the corresponding expenses. These transactions are confirmed with the City’s departments quarterly for any asset additions and disposals and transfers. At year-end, the capital asset additions and disposals are manually entered into an Excel file and uploaded into a fixed asset software. The depreciation is then calculated for the year. The information is exported to Microsoft Excel, where the City’s Fixed Asset Specialist verifies and reconciles the data and performs any adjustments. This data is then used to create the required financial statements for the ACFR relating to fixed assets.

2.03 SCOPE OF WORK REQUIREMENTS. The Proposer shall provide an established software application and reporting system for fixed assets, in accordance with the attached fixed asset policy, or make recommendations for changing the policy to accommodate efficiencies that the software application will achieve. The scope of work shall include, but not be limited to, the following:

A. PROPOSAL RESPONSE REQUIREMENTS

1. Executive Summary

- a. Describe the Proposer’s skill, knowledge, and experience with setting up solutions and providing fixed asset technology for governmental clients.
- b. Include a statement of approach to the work, understand the project’s goals and objectives, and demonstrate understanding of the project’s potential problems and concerns.
- c. Provide the name, title, address, telephone, and email of the individual to whom all future correspondence and/or communications with this project will be directed.

2. Management Approach

- a. Provide a description of the proposed project team structure and internal controls to be used during the project, including subcontractors. Provide an organizational chart of the Proposer indicating lines of authority for personnel involved in the performance of this staff’s potential contract and relationships to other programs or functions of the Firm.

- b. Describe how the proposed project team will ensure Quality Assurance both in the performance of the product, service delivery, and implementation and conversion processes.
- c. Describe the implementation plan, including major tasks/milestones, the step involved, and estimated timelines, including major milestones for tasks and subtasks, dates, and both Firm and customer resources including:
 - i. System Installation and configuration
 - ii. Data Conversion
 - iii. Training (A sample of training materials & documentation should be included)
 - iv. Test planning and execution
 - v. System interface design and support
 - vi. System roll-out, procedures, and support

B. SOFTWARE AND TECHNICAL SUPPORT REQUIREMENTS

Software solution providers submitting in response to this RFP must meet the following requirements listed below. The City expects that annual support will include all updates, enhancements, and training to the proposed solution. In the proposal, please indicate whether your software solution will meet these requirements and give a written narrative detailing how your solution meets each requirement.

Software and Technical Requirements	
1.	Complete, automated, supported, and comprehensive software for fixed asset tracking for both governmental and capital funds. The software should be transactional and track critical assets' history to our business, which includes comprehensive reporting capabilities, calculation of straight-line period and accumulated depreciation, audit trails and logs, detailed life, transaction reports, and management analysis tools.
2.	Successful software solution implementation includes data conversion from Microsoft Excel, installation, configuration, and, successful testing of the software and hardware within the City's computer network.
3.	Training of City staff to include end-user and technical level training sufficient for the City to operate independently of the Software Provider.
4.	Provide a summary of the proposed technology security, including but not limited to data encryption (both in-transit and at rest), intrusion detection, system audits, and server certificates must be utilized and issued from a trusted third-party certificate authority.
5.	Provide an overview of the audit trail capabilities, authorization levels, business continuity plan, management of IDs and passwords, etc.
6.	Discuss methodology for backup and recovery, and any storage capacity, and retention or archive restrictions. The vendor must provide the necessary system and data backups and disaster recovery procedures necessary to maintain the agreed-upon service levels and data retention requirements.
7.	Provide a list of compatible browsers that includes version options and denote if there are any special "plug-ins" (Java, Flash, etc.) required. Please note the City reserves the right to stipulate the required internet browser.
8.	Describe compatibility needs with various devices, including but not limited to: PC's, Laptops, Tablets, Smartphones, etc.
9.	Reports: Describe what types of reports are available through your firm, including but not limited to, generation capabilities by the client and statistical capacity, the export of data, charts, and tables to other applications, and access to create and run ad-hoc reports. Reports shall be available in "real-time."

10.	Additional hardware: Will there need for special hardware to run any of the applications or receive data?
11.	Physical Environment: Describe your disaster recovery measures.
12.	Support and Maintenance: Describe the available support and maintenance, and all associated costs.
13.	Records Management: Records shall be retained as described by Ohio law and in accordance with the City's record retention requirements.
14.	Upon expiration of the agreement and/or services provided, all City records and data shall be provided at no additional cost in an agreeable digital format such as (Excel, CSV delimited, etc.). Describe the method or manner in which the data would be provided to the City.
15.	The selling or use of City data or data generated by the services provided is strictly prohibited unless expressly otherwise stated and enumerated within an agreement.
16.	Vendor staff, including subcontractors, must complete a Police security background check before accessing any City system and/or facility and submit an individual authorization request form indicating the reason for access and duration for each individual requiring access.
17.	Vendor staff must adhere to all City of Dayton information and technical policies and procedures. It is the vendor's responsibility to obtain an acceptable understanding and comprehension of the technical policies and procedures to perform at the level of service required.
18.	No work is to be performed or assigned to any affiliates, partners, or subcontractors without the City's prior written consent.
19.	Third-party vendors employed by the vendor will not have access to any City data or applications without prior written approval by the City of Dayton.
20.	Based on the data being processed and/or stored, the vendor will be required to adhere to City, State, and Federal regulations and industry standards such as but not limited to the following: Payment Card Institute (PCI), Law Enforcement Automated Data System (LEADS), Criminal Justice Information System (CJIS), and the Health Insurance Portability and Accountability Act (HIPAA). It is the vendor's responsibility to work with the City in determining the applicable regulations along with the needed corresponding security (e.g., encryption, activity event logging, two-factor form authentication, and/or active directory integration) required to perform at the agreed-upon level of service.
21.	All security breaches that expose data identified as private or sensitive must be reported within 2 hours of the incident along with steps to fully resolve and limit any issues directly or indirectly resulting from the breach incident(s).
22.	Vendors will be responsible for full restoration, recovery, and repair of any damages attributable to any security breaches of their product or services provided. In addition, vendors must maintain insurance in an amount deemed sufficient by the City of Dayton for full restoration and repair of any damages attributable to any such security breach(s).
23.	The provided service, system, and/or application must have the capability to extract data promptly to respond to all Public Information requests.
24.	The vendor must provide detailed installation, configuration, and removal instructions of all software and/or hardware requiring installation or access to City-owned equipment and/or premises.
25.	It is required that all products and services provided, including data processing, storage, and retrieval of any data, must comply with and be governed by the United States of America's applicable laws and provisions.
26.	Geographical locations of services and corresponding network hardware that either stores or transmits City data must be provided and approved by the City of Dayton.
27.	Industry-standard Intrusion detection software and safeguards against cyber-attacks must be implemented and approved by the City, such as but not limited to event activity monitoring and re-captcha software solutions that deter and/or detect automated distributed denial of service (DDOS) and hacking attempts.
28.	Any standard software, including operating systems, must be at or above the current versions installed and supported by the City.
29.	Is your organization SOC 1, SOC 2, or SOC 3 certified? If so, please lists the frequency of the certification process and the auditor's name and your most recent audit date.

C. FUNCTIONALITY REQUIREMENTS – FIXED ASSETS

The City of Dayton is looking for the following functionality within the software. In the proposal, please indicate whether your software solution will meet these requirements and give a written narrative detailing how your solution meets each requirement.

Business Functionality Requirements	
Asset Tracking	
1.	Ability to tag an asset and identify its funding source.
2.	Track insurance value and how much insurance to carry for each asset and account.
3.	Support RFID & common barcode formats tags to identify and record asset information.
4.	Track individual asset segments (i.e., street segments, water, and sewer pipe infrastructure).
5.	Utilize RFID and bar code scanning technology and can implement the City's tagging system.
6.	Capability to track a capital asset along with its associated inventory and sub-parts. (Ex. Ability to track a fire truck and the inventory located on the truck)
7.	Identify and track an Asset by fund type (i.e., field code to be governmental or proprietary).
8.	Track the appropriate usage, such as the number of miles or runtime hours for an asset, both collectively and for a specified timeframe.
9.	Ability to store geographical information (i.e. coordinates) of assets for display within a report and/or generate a map of approximate locations.
User Interfacing	
10.	Provide an online help feature accessible within the application.
11.	Ability to configure and support drop-down menus to reduce human input error.
12.	Allow the use of a wildcard, keyword, and multi-field search of records.
13.	Allow the creation and use of customized asset categories and/or fields for reporting and tracking.
14.	Interface with the City's Ellucian Banner Financial Management System and other City systems like Accela Land Management, Infor Public Sector Asset Management; Oracle Forms applications & Faster Fleet Management.
15.	Support access from mobile devices through an application(s) and/or a responsive website design.
16.	Capability to easily search and retrieve bulk data in response to a Public Records Request.
Asset Information	
17.	Provide an unlimited amount of identifying attributes and ability to edit asset's attributes (i.e., description, model, year, location, parcel, address, VIN or serial, purchase and contract number, fuel type, additional notes).
18.	Ability to create, modify, save, and distribute ad hoc and standard reports, charts, graphs, and information "dashboards."
19.	Include the City purchase order and contract numbers, and their corresponding dates as Asset attributes/fields.
20.	Support for attachments to an asset record such as MS Office product files, common video and pictures formats.
21.	Support and maintain a parent/child relationship hierarchy for assets.
Accounting Function	
22.	Ability to load/import asset additions and disposals from a common digital file format; calculate period and accumulated depreciation by City funding code and organization using the asset's acquisition date, acquisition cost, and useful life.
23.	Track Capital and Non-capital assets with associated reporting for each.
24.	Track replacement monies set aside for assets.
25.	Allow for the creation of Trial Depreciation transactions before posting.
26.	Attach and/or assign a depreciation schedule based on Asset type.
27.	Provide an audit trail for reporting purposes.

28.	Calculate disposal by class and subclass, calculate salvage value, gain, and loss on a sale, etc.
	Inventory Function
29.	Provide an inventory feature, which shows the last time an asset was physically verified and by whom.
30.	Associate and manage an asset inventory (such as radios) by an individual employee or an assigned vehicle.

D. COST PROPOSAL

Identify all costs, including expenses to be charged for performing the services necessary to accomplish the contract's objectives. Submit a fully detailed budget, including staff costs and any expenses necessary to accomplish the tasks and produce the deliverables under the proposed work and services scope.

For licensing and pricing purposes, Proposers should provide cost detail for simultaneous concurrent users or named user licenses. At a minimum (if applicable), including the following:

- a. Hardware, software, professional service fees:
 - i. Software license costs
 - ii. Professional services fees for implementation, training, conversion, project management, and related services.
 - iii. Professional services for integration (specify the integrations required if applicable).
 - iv. Project expenses (travel, per diem, etc.).
 - v. Total software/hardware implementation costs.
 - vi. SaaS Costs (if applicable)
- b. Annual hardware and software maintenance fees.
 - i. Annual operations and maintenance/support costs. If this cost differs over the years, report the cost for each year separately and include all third-party services.
 - ii. Total on-going maintenance/support cost.
 - iii. Cancellation fees and penalties.
- c. Costs for subcontractors are to be broken out separately.
- d. Any associated cooperative agreements available for use.

2.04 PRICING STRUCTURE. Prices proposed will remain firm for acceptance within 180 calendar days after the RFP closing date. Pricing will be scored with the lowest total cost receiving the full amount of points. For respondents that fall after, their costs will be divided into the lowest cost and multiplied by the total points available. Pricing will be reviewed under the City's Ordinances and Charter in conjunction with the Ohio Revised Code.

SECTION 3 – REQUIREMENTS AND CONDITIONS FOR ALL PROPOSERS

3.01 TAX EXEMPTION. All items purchased under this contract will be exempt from the State of Ohio Sales Tax as provided for in Section 5739-02(b)(1) of the Revised Code of Ohio and will be exempt from the State of Ohio Use Tax, Section 5741.02(C)(2). Blanket Certification of Exemption Forms will be furnished to the Proposer by the Division of Purchasing.

3.02 PROPOSER AFFIDAVIT. If the successful Proposer should be a corporation not incorporated under the laws of the State of Ohio, a certificate from the Secretary of State showing the rights of the successful Proposer to do business in the State of Ohio shall be furnished. Each Proposer is required to submit with their bid, an Affidavit stating that neither the Proposer nor agents thereof, nor any other party of the Proposer has paid or agreed to pay directly or indirectly, any person, firm or corporation, any money or valuable consideration for assistance in procuring or attempting to procure the contract herein referred to, and further agreeing that no such money or reward will hereafter be paid.

3.03 PROCUREMENT ENHANCEMENT PROGRAM. It is the policy of the City to promote full and equal business opportunity to all persons doing business with the City. The City must ensure that businesses

seeking to participate in contracting and procurement activities with the City are not prevented from doing so based on the race or gender of their owners. The City is committed to ensuring that it is not engaged in passive participation in any form of discrimination. (R.C.G.O. Section 35.32) It is the City of Dayton's position to encourage the greatest participation possible on all projects connected with any aspect of the City's auspices through the Procurement Enhancement Program (PEP). All contractors are encouraged to visit <http://daytonhrc.org/business-technical-assistance/certification/> to learn more about PEP and other certification programs, and to review the list of currently certified Minority-Owned, Woman-Owned and Small Business Enterprises.

3.04 PROPOSER'S FINANCIAL OBLIGATION TO THE CITY. No bid may be accepted, or contract awarded to any person, firm or corporation that is in arrears or in default to the City, or that is a defaulter of surety or otherwise upon any obligation to the City or has failed to perform faithfully any previous contract with the City.

3.05 PROPOSER'S INCURRED COSTS. Each Proposer shall be responsible for all costs incurred in preparing a response to this RFP. All materials and documents submitted by the Proposer in response to this RFP shall become the property of the City and shall not be returned. Respondents selected for further negotiations, as well as the Proposer ultimately selected to enter into a contractual agreement with the City, shall be responsible for all costs incurred by it during negotiations.

3.06 AFFIRMATIVE ACTION ASSURANCE (AAA). The selected Contractor must electronically submit an Affirmative Action Assurance application via the City's online vendor portal (citybots.com) and obtain approval from the Human Relations Council (HRC) to do business with the City. You may contact the HRC for the Rules and Regulations regarding AAA certification at:

Human Relations Council
371 West Second Street, Suite 100
Dayton, Ohio 45402
(937) 333-1403 (Office)
(937) 222-4589 (Fax)

Failure to maintain active AAA certification with the HRC may result in termination of the contract and/or denial of future contract awards from the City. AAA certification must be updated annually via citybots.com.

3.07 STANDARD AGREEMENT TERMS FOR PROFESSIONAL SERVICES – **These are standard terms are subject to change by the City prior to the award of the contract.**

ARTICLE 1. TERM

The Agreement shall commence upon execution by the City and shall terminate upon expenditure of all funds provided herein or on December 31, 2026, whichever date is earlier. The Agreement shall be renewable for 2-year optional periods at the discretion of the City.

ARTICLE 2. SERVICES TO BE PERFORMED BY CONTRACTOR

Contractor shall provide all services necessary to complete the Services that are described in the Scope of Work above, which is incorporated herein by reference.

ARTICLE 3. COMPENSATION

Contractor shall submit invoices, not more frequently than monthly, for payment of the Services provided. Such invoices shall state the invoice period, total amount requested, and Services provided during the invoice period. The City will, unless disputed, remit payment of all undisputed amounts of invoices within thirty (30) days from receipt thereof.

ARTICLE 4. CITY'S RESPONSIBILITIES

The City will furnish Contractor, at no cost or expense, all reports, records, data that might be necessary or useful to complete the Services required under this Agreement.

ARTICLE 5. STANDARD OF CARE

Contractor shall exercise the same degree of care, skill, and diligence in the performance of the Services as is ordinarily possessed and exercised by a professional under similar circumstances. Contractor shall have no liability for defects in the Services attributable to Contractor's reliance upon or use of data or other information furnished by the City or third parties retained by the City.

If, during the one-year period following completion of the Services, it is shown there is an error in the Services caused by Contractor's failure to meet such standards and City has notified Contractor in writing of any such error within that period, Contractor shall perform, at no additional cost to City, such Services within the original Project as may be necessary to remedy such error.

ARTICLE 6. INDEMNIFICATION

Contractor shall indemnify and defend the City and its elected officials, officers, employees and agents from and against all claims, losses, damages, and expenses (including reasonable attorneys' fees) of whatsoever kind and nature, to the extent that such claims, losses, damages, or expenses are caused by or arise out of the performance or non-performance of this Agreement and/or the acts, omissions, or conduct of Contractor and its agents, employees, contractors, sub-contractors and representatives in undertaking and performing the Services.

This Article shall survive early termination or expiration of this Agreement.

ARTICLE 7. INSURANCE

During the term of this Agreement, Contractor shall maintain, at its sole cost and expense, no less than the following insurance issued by an insurance company authorized to conduct business in the State of Ohio and having an "A" rating or better by A.M. Best:

- (1) General Liability Insurance, having a combined single limit of \$1,000,000 for each occurrence and \$1,000,000 in the aggregate.
- (2) Automobile Liability Insurance, having a combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident.
- (3) Employers' Liability Insurance, having a limit of \$500,000 for each occurrence.
- (4) Professional Liability Insurance, having a limit of \$1,000,000 annual aggregate.
- (5) Contractor shall maintain errors and omissions insurance in the amount of \$1,000,000.00.

Current certificates of insurance for all policies and concurrent policies required to be maintained by Contractor pursuant to this Article shall be furnished to the City. All such insurance policies, excluding Professional Liability Insurance, shall name the City, its elected officials, officers, agents, employees, and volunteers as additional insureds, but only to the extent of the extent of the policy limits stated herein. All policies of insurance required hereunder shall contain a provision requiring a minimum of thirty (30) days advance written notice to the City in the event of cancellation or diminution of coverage. Contractor also shall maintain Workers' Compensation Insurance in such amounts as required by law for all employees and shall furnish to the City evidence of same.

ARTICLE 8. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

Except as otherwise provided in this Agreement, documents and reports prepared by Contractor as part of the Services shall become the sole and exclusive property of the City upon payment. However, Contractor shall have the unrestricted right to their use.

Contractor shall retain its rights in pre-existing and standard scripts, databases, computer software, and other proprietary property. Rights to intellectual property that is not specifically designed or created exclusively for the City in the performance of this Agreement shall also remain the property of Contractor.

ARTICLE 9. TERMINATION

This Agreement may be terminated by the City upon written notice in the event of substantial failure by Contractor to perform in accordance with the terms of this Agreement. Contractor shall have fifteen (15) calendar days from the date of the termination notice to cure or to submit a plan for cure acceptable to the other party.

The City may terminate or suspend performance of this Agreement for the City's convenience upon thirty (30) days prior written notice to Contractor. In the event of termination by the City hereunder, the City will pay Contractor for Services provided up to the date of termination.

Any such termination shall not relieve the vendor of any liability to the City for damages sustained by any breach by the vendor. The City will be under no further monetary obligation or commitment to the vendor. The City may terminate this contract at any time upon 30 days written notice to the vendor. In the event of termination, the City may, at its option, exercise any remedy available to it, including the Uniform Commercial Code, according to Ohio law.

ARTICLE 10. STANDARD TERMS

A. DELAY IN PERFORMANCE

Neither the City nor Contractor shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include, but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war, riots, and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage; judicial restraint; and inability to procure permits, licenses, or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either the City or Contractor under this Agreement, provided the aforementioned circumstances are not due to the negligence or fault of the asserting party or any of its agents, employees, contractors, sub-contractors and/or representatives.

Should such circumstances occur the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

B. GOVERNING LAW AND VENUE

This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio, without giving effect to the principles thereof relating to conflicts or choice of laws. Any arbitration, litigation or other legal matter regarding this Agreement or performance by either party must be brought in a court of competent jurisdiction in Montgomery County, Ohio.

C. COMMUNICATIONS

Any written communication or notice required or permitted by this Agreement shall be made in writing and shall be delivered personally, sent by express delivery, certified mail or first-class U.S. mail, postage pre-paid to the address specified below:

Company Name: _____
Address: _____
City, State Zip Code _____
Attention: _____
Title: _____

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of Contractor and the City.

D. EQUAL EMPLOYMENT OPPORTUNITY

Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, ancestry, national origin, place of birth, age, marital status, or handicap with respect to employment, upgrading, demotion, transfer, recruitment or recruitment advertising, lay-off, termination, rates of pay or other forms of compensation, or selection for training, including apprenticeship.

It is expressly agreed and understood that Section 35.14 of the Revised Code of General Ordinances of the City of Dayton constitutes a material condition of this Agreement as fully and as if specifically, rewritten herein and that failure to comply therewith shall constitute a breach thereof entitling the City to terminate this Agreement at its option and may bar Contractor from receiving future City contracts.

E. WAIVER

A waiver by the City or Contractor of any breach of this Agreement shall be in writing. Such a waiver shall be effective only in the specific instance and for the specific purpose for which it is given and shall not affect the waiving party's rights with respect to any other or further breach.

F. SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void, unenforceable, invalid or illegal provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the portion or provision.

G. INDEPENDENT CONTRACTOR

By executing this Agreement for professional services, Contractor acknowledges and agrees that it will be providing services to the City as an "independent contractor". As an independent contractor for the City, Contractor shall be prohibited from representing or allowing others to construe the parties' relationship in a manner inconsistent with this Article. Contractor shall have no authority to assume or create any obligation on behalf of, or in the name of the City, without the express prior written approval of a duly authorized representative of the City.

Contractor, its employees and any persons retained or hired by Contractor to perform the duties and responsibilities under this Agreement are not City employees, and therefore, such persons shall not be entitled to, nor will they make a claim for, any of the emoluments of employment with the City of Dayton. Further, Contractor shall be responsible to withhold and pay, or cause such agents, contractors and sub-contractors to withhold and pay, all applicable local, state and federal taxes. Contractor acknowledges its employees are not public employees for purposes of Ohio Public Employees Retirement System ("OPERS") membership.

H. ASSIGNMENT

Contractor shall not assign any rights or duties under this Agreement without the prior written consent of the City. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement. Nothing contained in this Article shall prevent Contractor from employing independent Contractors, associates, and subcontractors to assist in the performance of the Services.

I. THIRD PARTY RIGHTS

Except as expressly provided in this Agreement, nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and Contractor.

J. AMENDMENT

The parties may mutually agree to amend this Agreement. However, no such amendment shall be effective unless it is reduced to a writing, which references this Agreement, executed by a duly authorized representative of each party and, if applicable or required, approved by the Commission of the City of Dayton, Ohio.

K. POLITICAL CONTRIBUTIONS

Contractor affirms and certifies that it complies with Ohio Revised Code § 3517.13 limiting political contributions.

L. INTEGRATION

This Agreement represents the entire and integrated agreement between the City and Contractor. This Agreement supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this Agreement.

This Agreement represents the entire and integrated agreement between the City and Contractor. This Agreement supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this Agreement.

M. PCI COMPLIANCE

Bidder/proposer (“Offeror”) represents and warrants that, for the entirety of any agreement resulting from this solicitation that involves processing credit and/or debit card revenue transactions on behalf of the City of Dayton that the solution is clearly defined to warrant the following:

1. All computer software, hardware, firmware, payment card processing policies, procedures and related services proposed to be utilized to process City of Dayton revenue transactions shall be:
 - a. Completed by a qualified professional payment card processing firm acceptable and approved by the City of Dayton; and,
 - b. Fully compliant with standards established by the PCI Security Standards Council (<https://www.pcisecuritystandards.org/index.shtml>).

2. Offeror shall provide and agrees to maintain the PCI compliance reporting Attestation of Compliance (“AOC”) Form(s) in its/their latest version(s), or within the year of record as requested and/or in an annual transmittal to the City of Dayton. (https://www.pcisecuritystandards.org/documents/PCI-DSS-v3_2-AOC-Merchant.docx?agreement=true&time=1493826893795 or <https://www.pcisecuritystandards.org/documents/PCI-DSS-v3-AOC-Offeror.docx?agreement=true&time=1493826893795>).

Selection one of the following and initial on the adjacent line:

- Not Applicable (“N/A”) _____
- Offeror, reviewed, understands and hereby acknowledges and affirms that its offer to the City of Dayton satisfies these requirements and shall continue to satisfy these requirements for the duration of any resulting agreement; current and relevant AOC’s are attached to demonstrate satisfaction of these requirements at the time of offer to the City of Dayton. _____

N. LIVING WAGE ORDINANCE

“I certify the proposing entity complies with the City of Dayton Ordinance #30829-09 and the City’s Revised Code of General Ordinances Section 35.70 through 35.74 regarding Living Wages.”

YES NO



City of Dayton, Ohio
Department of Finance
FIXED ASSET SOFTWARE
RFP No. 24-025FIN
May 2024

EXHIBIT A – LETTER OF TRANSMITTAL

The undersigned hereby certifies that items furnished as a result of this proposal will be in full accordance with the City of Dayton specification applying thereto unless exception is stated above.

The Proposer’s name and address exactly as it would appear in a contract:

Entity Name: _____

Street Address: _____

City, State, Zip: _____

Proposer’s Phone Number: _____

Proposer’s Fax Number: _____

Proposer’s E-mail Address: _____

Form Ownership of **Proprietorship** **Sole Franchise** **Partnership** **Corporation**
 Joint Venture **LLC** **Other (Specify):** _____

If a corporation, state of _____
incorporation:

Federal Identification Number (or SSN if sole proprietorship): _____

P include your IRS Form W9 with your proposal.

I certify the proposing entity complies with City of Dayton Ordinance #30829-09 and the City’s Revised Code of General Ordinances Section 35.70 through 35.74 regarding Living Wages. Yes No

SIGNATURE: _____

PRINTED NAME AND TITLE: _____

By signing this page, you state that you are an authorized representative, and have reviewed and are presenting this proposal on behalf of your business entity. P continue completing this exhibit on the next page.

EXHIBIT A – LETTER OF TRANSMITTAL (continued)

COMPANY PROFILE AND BACKGROUND

Name of Proposing Company: _____

Company’s Primary Business - State the Proposer’s primary business, the number of years in the industry, and the number of employees assigned to these related activities:		
Primary Business	# of Years	# of Employees Assigned

If a corporation, state of incorporation: _____

Current Pending Lawsuits: P provide all suits either with the City of Dayton or any other Municipalities and Government Agencies; including, but not limited to Federal, State, Local or other Municipalities and Governmental Agencies:

Local Office of Proposer: Office in/nearest to Dayton, Ohio: _____

Federal Identification Number (or SSN if sole proprietorship): ##-#####

Key Personnel:

Name	Title	Contact Information: Mailing address, telephone number, fax number and email address	Designated as Primary Contact for the City of Dayton? YES / NO



City of Dayton, Ohio
Department of Finance
FIXED ASSET SOFTWARE
RFP No. 24-025FIN
May 2024

EXHIBIT B – REFERENCES FOR PROPOSING COMPANY

Name of Proposing Company: _____

List company names, addresses, and telephone numbers for at least three references presently or previously served by your Company for RFP No. 24-025FIN. Do not use the City of Dayton as a reference.

Company Name: _____

Address: _____

Contact Person: _____

Telephone Number: _____ Fax Number: _____

Email Address: _____

Company Name: _____

Address: _____

Contact Person: _____

Telephone Number: _____ Fax Number: _____

Email Address: _____

Company Name: _____

Address: _____

Contact Person: _____

Telephone Number: _____ Fax Number: _____

Email Address: _____



City of Dayton, Ohio
Department of Finance
FIXED ASSET SOFTWARE
RFP No. 24-025FIN
May 2024

EXHIBIT C – PRODUCT MANUFACTURE LABOR STANDARDS: VENDOR COMPLIANCE FORM

By informal resolution 301-97, the City of Dayton is prohibited from purchasing, leasing, renting or taking on consignment goods for use or for resale by the City which were produced under sweatshop conditions.

The City of Dayton requests the following information concerning the products you intend to provide to the City because of this bid. This information will allow us to determine your products’ compliance with the standards outlined in informal resolutions 301-97.

We require that you make a good faith effort to ascertain the following about the factories which manufacture the products you intend to supply to the City and that you make information available to us for our verification of your claims.

Child Labor. The factory or producer does not employ anybody younger than the legal age as established by the jurisdiction in which such factory or producer is located for children to work or participate in the production.

Forced Labor. The factory or producer does not use forced labor of any kind-prison labor, indentured labor or bonded labor. However, goods produced by prisoners and/or patients as part of a formal rehabilitation or treatment program shall not be considered “forced labor” under the terms of this section.

Wages and Benefits. The factory or producer pays and/or provides at least the minimum wages and/or benefits as required by law in the jurisdiction in which the factory or producer is located.

Hours of Work. Employees are not required to work more hours than the maximum allowed by law for the jurisdiction in which the factory or producer is located.

Worker Rights. The factory or producer makes available to its employees such rights and procedures as required by law for the jurisdiction in which the factory or producer is located.

Health and Safety. The factory or producer provides at least the minimum safe and healthy working environment as required by law for the jurisdiction in which the factory or producer is located.

Notice to Employees. The factory or producer provides all applicable notices to its workers as required by law for the jurisdiction in which the factory or producer is located.

This compliance form must be submitted with your bid. If at any time your products are found to be out of compliance with these standards, or if you refuse to provide information to the City for our verification of compliance, the City reserves the right to terminate contracts for those products.

City of Dayton Ref. No.: _____

Bidding Company: _____

Address: _____

Signature/Title: _____

Federal I.D.#: _____

Phone No.: _____



EXHIBIT D- BUSINESS INCOME TAX QUESTIONNAIRE

Business Income Tax Questionnaire

The following information is required to determine your City of Dayton, Ohio income tax liability, if any, and to set up your account if required.



Type of Tax Filing: (check all that apply)

- 1. Employee Withholding FEIN #
2. Corporate Earnings FEIN #
3. Individual Ownership Earnings SSN #
4. Partnership Earnings FEIN #

Company Name Phone #

Mailing Address City St. Zip

Local Business Address City St. Zip

Check the jurisdictions that we administer that you operate in:

- Dayton City Limits Dayton Wright Brothers Airport Dayton International Airport NONE

Date Business Started in Our Taxing Jurisdiction

Your Accounting Period? Calendar Year or Fiscal Year ending on

Withholding Information *Quarterly Withholding cannot exceed \$600.00

- Do you have employees? Yes or No Date First Employee Started Working in Our Jurisdiction
Do you submit withholdings QUARTERLY* or MONTHLY?
Is this a courtesy withholding for your employees who are residents of the above cities only? Yes or No

Do you rent or sublease property or space in the Dayton jurisdiction to another business or individual? Yes No

If so list Names, Addresses, and Tax ID below. If Yes, do they have employees working at that location? Yes No

Do you use Subcontractors? Yes No If so list Names, Addresses, and FEIN or Social Security Numbers below.

If you have filed returns with our office before, show Name and Tax ID #s used, and for what tax years you filed.

Full name of Owner of Company

If this is a change of ownership, please provide the date of change, the name, address, and phone number of former owner

If you are not liable to pay taxes in our jurisdiction, please explain why.

Signature Title Date

Thank you for your cooperation in this request. For more tax information is available at www.daytonohio.gov
Please return by MAIL or by FAX to: City of Dayton, Division of Revenue & Taxation, 101 West 3rd Street, P.O. Box 2806, Dayton, Ohio 45401
(937) 333-3500 ~ Fax (937) 333-4280

CS-25c

EXHIBIT E – FIXED ASSET POLICY



CITY OF DAYTON, OHIO

CAPITAL ASSET POLICY

TABLE OF CONTENTS

I. OVERVIEW	24
A. PURPOSE	24
B. POLICY	24
C. POLICY OWNERS & ADMINISTRATION	24
D. CLASSIFICATION OF CAPITAL ASSETS	24 - 25
E. DEPRECIATION	25
F. USEFUL LIVES	25
II. ADDITIONS	26
A. PURCHASING CAPITAL ASSETS	26
B. CONSTRUCTION IN PROGRESS	26
C. S	27
D. DONATED ASSETS	27
E. ASSETS HELD FOR DEVELOPMENT OR RESALE	27
F. CONDEMNED OR FORECLOSED ASSETS	28
G. UPGRADES AND REPAIRS	28
III. ASSET DISPOSITIONS & TRANSFERS	29
A. OVERVIEW	29
B. TRANSFERS	29
C. MISSING ITEM	29
D. RETURN TO VENDOR	29
E. TRADE-IN	29
IV. ASSET MANAGEMENT & ADMINISTRATION	30
A. PHYSICAL INVENTORY OF CAPITAL ASSETS	30
B. ASSET TAGGING	30
APPENDIX	31 - 37
A. USEFUL LIFE SCHEDULE	31- 32
B. SAMPLE ADDITIONS SPREADSHEET	33
C. SAMPLE AMORTIZATION SCHEDULE	34
D. INVENTORY SCHEDULE	35
E. EXAMPLE OF A FIXED ASSET TAG	36

I. OVERVIEW

A. PURPOSE

The Capital Asset Policy ensures that all City of Dayton departments and employees are complying with Generally Accepted Accounting Principles (GAAP) and with the Government Finance Officers Association (GFOA) regarding the recording, maintaining, disposal and review of capital assets.

B. POLICY

Capital Assets are tangible and intangible property purchased for use by the City with a useful life of one year or more with a value of \$5,000.00 or more. Capital assets must be reported to the Fixed Asset Specialist (FAS) to be recorded in accordance with Governmental Accounting Standards Board (GASB.) Capital assets are reported on the Statement of Net Position, net of their accumulated depreciation.

Capital assets that are purchased are reported at historical cost, including the cost of putting the asset in service. Capital assets that are donated are recorded at a value determined by the FAS in accordance with applicable accounting guidelines. If an acquisition includes land and buildings the cost will be allocated between the two types of assets on the date of acquisition using a reasonable proportion. If there is a real estate transaction, land or buildings, the department must follow the City of Dayton Property Governance Policy.

C. POLICY OWNER & ADMINISTRATION

The department of Finance is responsible for updating and implementing the policy in compliance with accounting principles. The Deputy Director of Finance will be responsible for the ongoing policy modifications and revisions; the policy will be reviewed every three years, or as necessary, and revisions will be made when required. The FAS will be responsible for working with the City's various departments to ensure they understand and abide by the policy. The FAS will handle the day-to-day tasks outlined in the policy.

D. CLASSIFICATION of CAPITAL ASSETS

Capital assets include land, improvements to land, buildings, building improvements, improvements other than buildings, furniture and fixtures, vehicles, machinery, equipment, works of art and historical treasures, infrastructure, computer software and hardware, and all other tangible or intangible assets that meet the capitalization threshold.

- a. **Land (1421):** This includes all land parcels acquired by the City for building sites, street right of way, recreation, future use, etc. that are not being liquidated in a short time frame (less than 2 years.)
- b. **Buildings (1422):** A structure that is permanently attached to the land, has a roof, is partially or completely enclosed by walls, and is not intended to be transportable or moveable.
- c. **Building Improvements (1423):** Materially extends the useful life of a building or increases the value of a building.

- d. **Improvements Other Than Buildings (1420):** Improvements that are not directly associated with a building and are not otherwise classified as public domain or infrastructure (Examples: Parking Lot Resurfacing, Pool Upgrades, etc.)
- e. **Vehicles (1412):** Includes all motorized conveyance such as cars, pickups, motorcycles, vans and trucks.
- f. **Machinery & Equipment (1411):** Movable or fixed unit of **furniture or furnishings**, instrument, machine, apparatus or set of articles that are tangible personal property having an economic useful life of more than one year.
- g. **Works of Art & Historical Treasures (1427):** Collections, works of art and historical treasures of significance that are owned by the City should be capitalized. Purchased works of art and historical treasures should be recorded at acquisition cost. For gifts of these types, the value will be determined by the FAS, while working with the department, in accordance with applicable accounting guidelines.
- h. **Infrastructure (1424):** Long-lived public domain fixed assets that are stationary in nature and normally can be preserved for a significantly greater number of years than most capital assets. Examples include, but are not limited to, roads, bridges, tunnels, drainage systems, water and sewer systems, dams, airport runways and taxiways, and lighting systems.
- i. **Computer Software (1414):** Software acquired, internally developed, or modified solely to meet the entity's internal needs.
- j. **Computer Hardware (1413):** Information technology equipment, including computers, servers or networking equipment, that on its own or as a system meets the capitalization threshold will be capitalized.
- k. **Road Resurfacing (1428):** The durable surface material laid down on an area intended to sustain vehicular traffic

E. DEPRECIATION

Depreciation expense is calculated annually by allocating the asset's cost over the estimated useful life using the straight-line method. Depreciation begins the year after the asset is placed in service. The City assumes zero salvage value for all assets; if the assets are not disposed of before the end of their useful lives, they will be depreciated to zero book value. Depreciation expense is reported in the Statement of Activities, in the City's Annual Comprehensive Financial Report (ACFR).

F. USEFUL LIVES

A useful life is the length of time an asset can be productively used in operations fixed assets are subject to normal wear and tear with the use and replacement at the end of useful life. Capital asset useful lives are determined by the FAS based on industry guidelines and/or experience with the particular asset. (See Appendix A for the useful lives of common assets) The useful lives are used to spread the cost over the life of the asset and are used in financing decisions for the City.

II. ADDITIONS

A. PURCHASING CAPITAL ASSETS

Fixed assets that are purchased throughout the year will be reported to the FAS on a quarterly basis or as requested. The purchase price of the asset will be recorded as the asset’s basis along with any costs to place the asset in service, including but not limited to freight and installation. The cost basis of the asset must be \$5,000.00 or more in order to be capitalized.

- a. Accounts: The following accounts are to be used for purchasing capital assets

<u>Asset Type</u>	<u>Account</u>
Furniture & Equipment	1411
Vehicles	1412
Computer Hardware	1413
Computer Software	1414
Engineering	1415
Land Improvement	1420
Land	1421
Building	1422
Building Improvements	1423
Infrastructure	1424
Historical Art	1427
Road Resurfacing	1428

- b. System of Assets: Items that work in conjunction to create one system, and will stay in the system configuration, will be capitalized, as long as they meet the \$5,000.00 threshold and have a useful life of one year or more. If items work in a system the department will need to inform the FAS to ensure they are capitalized together.

B. CONSTRUCTION IN PROGRESS (CIP)

Constructed Assets, ex. equipment, buildings and improvements, are included in CIP; all costs associated with the construction are coded to account 1426, including adjustments for inventory used. The supervising department will inform the FAS of completion; after completion of the asset the department will work with the FAS to determine a description and in-service date. The FAS will determine the asset’s classification based on work completed. Once a project reaches 90% of the budget, the asset will be reviewed by FAS to determine if the asset will need to be capitalized. The department will be contacted to determine the expected completion date and final value of the project. Construction in progress costs are not depreciated until the asset is substantially completed and transferred to the appropriate asset category.

- a. Capitalized Salaries: If internal departments have employees devoting 100% of their time for a pay period to a given project budgeted for \$1,000,000.00 or more, the department needs to track the salaries and benefits for those employees. The salaries will then be transferred to CIP and will be capitalized upon project completion.

C. S

Per GASB 87, “A is a contract that conveys control of the right to use another entity’s nonfinancial asset (the underlying asset) as specified in the contract for a period of time in an exchange or exchange-like transaction.”

All the City enters that lasts greater than a year will be a financing per GASB 87 and need to be reported to the FAS to record the in the accounting system. When a department is anticipating entering a the FAS must be sent the agreement. When the final is signed the FAS will be sent the final agreement and an Information Request will be sent to the department entering the to be completed and returned to the FAS. Examples of s include renting office space every year or renting a multi-functional device (MFD).

Any amendments to the must be communicated to the FAS in order to update the accounting records, if necessary. The amendment must be sent to the FAS and if necessary, the FAS will request a new Information Request to be completed. The FAS will follow the most current accounting rules per the GASB codification.

D. DONATED ASSETS

Occasionally, various assets are donated to the City by outside organizations. All donations need to be approved through the City Manager or City Commission. If an asset is valued at \$10,000.00 or more, the department receiving the donation must obtain approval from City commission; when the asset is valued at less than \$10,000.00, the department receiving the donation must obtain the City Manager’s approval. When these donations occur, the department must notify the FAS by forwarding written documentation from the donating organization, indicating the item(s) being donated and its market value. The donated assets must also be included on the quarterly addition’s spreadsheet. If the estimated value of the donated item is \$5,000.00 or more, the item will be capitalized.

E. ASSETS HELD FOR DEVELOPMENT OR RESALE

An asset that will not be used for general government purposes at acquisition is considered an asset held for development or resale, an investment, and are coded to account 1430, Capital Assets Held for Development or Resale. Although these assets are not capitalized and depreciated, they are tracked much like capital assets. Per GASB 72 “Once the government determines whether the asset is an investment or another type of asset, the classification should be retained for financial reporting purposes, even if the government’s usage of the asset changes over time.”

F. CONDEMNED ASSETS

Assets which have been condemned and transferred to the City will be treated in accordance with the City's plan for the asset's eventual disposition. For example, a property acquired that is a public nuisance and will be demolished will not be capitalized due to its impending demolition.

G. UPGRADES AND REPAIRS

- a. Upgrade Costs: Expenses that extend the useful life of the asset, by greater than 1 year, or upgrade the asset and meet the capital threshold will be capitalized.
- b. Maintenance Costs: Routine maintenance that does not extend the useful life of the asset or increase its utility are not capital costs.

H. NON-CAPITAL ASSETS

An individual asset that is under \$5,000.00 will not be capitalized and needs to be coded to the operating account codes, like account 1301 or 1350. An asset that is considered inventory, a fixed asset intended for sale or production, will not be capitalized and must be expensed to an operating account.

III. ASSET DISPOSITION

A. OVERVIEW

The City's capital assets cannot just be thrown away, discarded, sold, scrapped, auctioned, auctioned online or disposed of in any other way. When the department determines that an asset is considered to have no useful value to their department, The Division of Procurement must be contacted to determine if the asset can be repurposed to another department or disposed of. The department must submit a completed Property Disposition Request (see Appendix F) to The Division of Procurement. This form must be completed before custody of the fixed asset changes. If the decision is made that there is no value to any other department the asset can be disposed of in accordance with The Division of Procurement's Disposal Policies and Procedures for the City. The Division of Procurement will work with the departments to facilitate the disposal. If the disposal is of real estate, land or buildings, the disposal process must follow the City Of Dayton Property Governance Policy.

B. TRANSFER

Transfers, a conveyance of property, between departments must be coordinated by the Division of Procurement in accordance with the Disposal Policies and Procedures. Any Capital asset transfer must also be reported quarterly to the FAS. Grant-funded equipment may be internally transferred when allowed by the terms of the grant. The Property Disposition Request will be used for processing a transfer to another department within the City of Dayton.

Transfers within the same department must be reported to the FAS quarterly, this includes transfers between divisions, funds or locations. Contact the FAS if you need the division, fund or location where the department's assets are currently located in the fixed asset system.

C. MISSING CAPITAL ASSETS

If an ASSET is missing, once the department is aware of the missing item, a Property Disposition Request must be submitted to the Division of Procurement. The Division of Procurement will inform both internal audit and the FAS for disposition.

D. RETURN TO VENDOR

If the department returns an asset to a vendor that has been capitalized, the department must complete a Property Disposition Request and attach a copy of the credit memo, check received from the vendor, or a copy of the documentation and submit it to the Division of Procurement.

E. TRADE-IN

When a piece of equipment is traded in or exchanged for a similar asset, a Property Disposition Request needs to be completed. If the disposal represents a trade-in on a similar asset, the newly acquired asset shall be recorded net of the trade-in.

IV. ASSET MANAGEMENT & ADMINISTRATION

A. PHYSICAL INVENTORY OF CAPITAL ASSETS

A physical inventory count will occur over a three-year cycle (see Appendix D), or as necessary for grant-funded assets. The physical inventory count is used to assure that all assets have been accounted for, and all disposals have been accurately processed. The FAS will conduct the physical inventory and will use the fixed asset register as a guide. The FAS will also look for and discuss any capital assets that are not on the register to determine if they need to be added or transferred from another department within the register.

B. ASSET TAGGING

The FAS will assign a tag to each asset; the tag will be permanently affixed to the item whenever practical. Capital assets will be tagged at a minimum annually; the FAS will make an appointment with the departments to verify the asset and apply the tag.

Certain pieces of equipment cannot have a physical tag attached due to the equipment's size, the sensitivity of the equipment, or dangerous conditions. A tag number will still be assigned and kept in the asset records for consistency.

C. RETENTION OF DOCUMENTATION

After implementing this policy, each fixed asset must have its own file created to retain related information maintained in the department where the asset is being used, and the file must be easily accessible at all times. This file should be maintained in order by asset number, once one is assigned, and must contain at a minimum:

- a. Copy of the purchase order, Certificate of funds, Resolution, or other encumbrance type used to acquire the asset
- b. Copy of the invoice
- c. Any and all other information on the asset (i.e., maintenance agreements, maintenance histories, ownership certificates, etc.)

D. QUESTIONS

If you have questions regarding a fixed asset addition, disposal, or transfer, p contacts the FAS **before** a transaction has been completed.

APPENDIX A – USEFUL LIFE SCHEDULE

Asset Description	Life in Years
Infrastructure	
Water Mains – reinforced concrete	100
Bridge – Concrete	75
Water Treatment Systems	50
Sanitary Liner	50
Storm Sewer	50
Manhole	50
Connectors	50
Interceptor	50
Sanitary Sewer	50
Electric – poles, towers, and fixtures	33
Airport – concrete aprons	30
Water – wells	25
Traffic Signals	25
Streetlights	20
Pumping Station Equipment	15
Airport runway rehab concrete	15
Airport runway rehab asphalt	7
Buildings	
Fireproof Construction Building	50
Pumping Station (Structure)	50
Non-fireproof Construction Building	33

Furniture & Equipment	
Water Pumps	5 - 25
Water meters, laboratory type	10
Defibrillators	10
Furniture	10
Land Improvements	
Sidewalks - on city property	15
Golf Course Improvements	10
Landscaping	10
Exterior Signs	10
Building Improvements	
Sprinkler System	15
Cabinets	10
Flooring Tile/Carpet	10
HVAC equipment	10
Computer Hardware	
Network equipment	5
<u>Computer Software</u>	
Software	3 - 5
<u>Vehicles</u>	
Truck, Large (ex. salt truck)	15
Truck, light/medium	10
Lawnmowers, riding	10
<u>Non-Depreciable</u>	

Land	
Historical Art	

*Useful lives are determined using industry standards and past disposals of City of Dayton assets

APPENDIX B – SAMPLE ADDITIONS SPREADSHEET

	SERIAL #	NAME ON CHECK	DATE OF ACQUISITION	CAPITAL EXPENDITURES	Account	FUND	ORG CODE	PROGRAM CODE	PO/#	CHECK #	Fleet #/Tag #	Location	Con
	123456789	ABC Co	1/1/2018	\$ 5,000.00	1412	10000	2500	74	P1800000	540000			

APPENDIX D – INVENTORY SCHEDULE

Below is the planned inventory schedule by the department, which is subject to change.

<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>
Airport	Water	Governmental	Airport	Water	Governmental
Fire	Sewer	Infrastructure	Fire	Sewer	Infrastructure
Fleet	Storm Sewer		Fleet	Storm Sewer	Federal
Golf	Federal		Golf		
Plumbing			Plumbing		
Stores			Stores		
Workers’ Comp			Workers’ Comp		
			Federal		

APPENDIX E – EXAMPLE OF FIXED ASSET TAG

Below is an example of the City of Dayton fixed asset tag, which will be affixed to a fixed asset either in a place easily visible or as close to the serial number as possible.



