



STATE OF MICHIGAN PROCUREMENT

Michigan Department of Treasury

7285 Parsons Dr., Dimondale, MI 48821

NOTICE OF CONTRACT

NOTICE OF CONTRACT NO. **250000000718**

between

THE STATE OF MICHIGAN

and

CONTRACTOR	icInfrastructure Corporation
	PO Box 24081 RPO TC
	Kelowna, BC, Canada, V1Y 9H2
	Iain Cranston
	1 (250) 864-7516
	iain@icinfrastructure.com
	VS0206008

STATE	Program Manager	Nathan Hamilton	TREAS
		517-899-8109	
		Hamiltonn4@michigan.gov	
	Contract Administrator	Lance Kingsbury	TREAS
		517-614-6458	
		kingsburyL@michigan.gov	

CONTRACT SUMMARY			
DESCRIPTION: Champions and Elected Officials Training Programs			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
June 16, 2025	June 15, 2028	three, one-year	June 15, 2028
PAYMENT TERMS		DELIVERY TIMEFRAME	
Net 20		N/A	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-card <input type="checkbox"/> Payment Request (PRC) <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS			
N/A			
MISCELLANEOUS INFORMATION			
N/A			
ESTIMATED CONTRACT VALUE AT TIME OF EXECUTION:			\$801,640.00

CONTRACT NO. MA 250000000718

FOR THE CONTRACTOR:

ic Infrastructure Corporation
Company Name

Authorized Agent Signature

Iain Cranston, Director
Authorized Agent (Print or Type)

Date

FOR THE STATE:

Signature

Julie Collins, Purchasing Manager
Name & Title

Department of Treasury
Agency

Date

STANDARD CONTRACT TERMS

This STANDARD CONTRACT (“**Contract**”) is agreed to between the State of Michigan (the “**State**”) and Infrastructure Corporation (“**Contractor**”). This Contract is effective on June 16, 2025 (“**Effective Date**”), and unless terminated, will expire on June 15, 2028 (the “**Term**”).

This Contract may be renewed for up to two additional, one-year options. Renewal is at the sole discretion of the State and will automatically extend the Term of this Contract. The State will document its exercise of renewal options via Contract Change Notice.

The parties agree as follows:

- Duties of Contractor.** Contractor must perform the services and provide the deliverables (the “**Contract Activities**”) described in a Statement of Work, the initial Statement of Work is attached as Schedule A – Statement of Work. An obligation to provide delivery of any commodity is considered a service and is a Contract Activity.

Contractor must furnish all labor, equipment, materials, and supplies necessary for the performance of the Contract Activities unless otherwise specified in a Statement of Work.

Contractor must: (a) perform the Contract Activities in a timely, professional, safe, and workmanlike manner consistent with standards in the trade, profession, or industry; (b) meet or exceed the performance and operational standards, and specifications of the Contract; (c) provide all Contract Activities in good quality, with no material defects; (d) not interfere with the State’s operations; (e) obtain and maintain all necessary licenses, permits or other authorizations necessary for the performance of the Contract; (f) cooperate with the State, including the State’s quality assurance personnel, and any third party to achieve the objectives of the Contract; (g) return to the State any State-furnished equipment or other resources in the same condition as when provided when no longer required for the Contract; (h) assign to the State any claims resulting from state or federal antitrust violations to the extent that those violations concern materials or services supplied by third parties toward fulfillment of the Contract; (i) comply with all State physical and IT security policies and standards which will be made available upon request; and (j) provide the State priority in performance of the Contract except as mandated by federal disaster response requirements. Any breach under this paragraph is considered a material breach.

Contractor must also be clearly identifiable while on State property by wearing identification issued by the State, and clearly identify themselves whenever making contact with the State.

- Notices.** All notices and other communications required or permitted under this Contract must be in writing and will be considered given and received: (a) when verified by written receipt if sent by courier; (b) when actually received if sent by mail without verification of receipt; or (c) when verified by automated receipt or electronic logs if sent by facsimile or email.

If to State:	If to Contractor:
See Contract Administrator information shown below.	Iain Cranston, Director PO Box 24081 RPO TC Kelowna, BC, Canada, V1Y 9H2

	Email: iain@icinfrastructure.com Phone: +1 (250) 864-7516
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3. Contract Administrator. The Contract Administrator, or the individual duly authorized for each party, is the only person authorized to modify any terms of this Contract, and approve and execute any change under this Contract (each a “**Contract Administrator**”):

State:	Contractor:
Lance Kingsbury 7285 Parsons Drive Dimondale, MI 48913 kingsburyl@michigan.gov 517-614-6458	Iain Cranston, Director PO Box 24081 RPO TC Kelowna, BC, Canada, V1Y 9H2 Email: iain@icinfrastructure.com Phone: +1 (250) 864-7516

4. Program Manager. The Program Manager for each party will monitor and coordinate the day-to-day activities of the Contract (each a “**Program Manager**”):

State:	Contractor:
Nathan Hamilton 3044 W Grand Blvd Detroit, MI 48202 Hamiltonn4@michigan.gov 517-899-8109	Iain Cranston, Director PO Box 24081 RPO TC Kelowna, BC, Canada, V1Y 9H2 Email: iain@icinfrastructure.com Phone: +1 (250) 864-7516

5. Performance Guarantee. Contractor must at all times have financial resources sufficient, in the opinion of the State, to ensure performance of the Contract and must provide proof upon request. The State may require a performance bond (as specified in a Statement of Work) if, in the opinion of the State, it will ensure performance of the Contract.

6. Insurance Requirements.

- a. **General Requirements.** Contractor, at its sole expense, must maintain the insurance coverage as specified herein for the duration of the Term. Minimum limits may be satisfied by any combination of primary liability, umbrella or excess liability, and self-insurance coverage. To the extent damages are covered by any required insurance, Contractor waives all rights against the State for such damages. Failure to maintain required insurance does not limit this waiver.
- b. **Qualification of Insurers.** Except for self-insured coverage, all policies must be written by an insurer with an A.M. Best rating of A- VII or higher unless otherwise approved by DTMB Enterprise Risk Management.
- c. **Primary and Non-Contributory Coverage.** All policies for which the State of Michigan is required to be named as an additional insured must be on a primary and non-contributory basis.
- d. **Claims-Made Coverage.** If any required policies provide claims-made coverage, Contractor must:
 - (1) Maintain coverage and provide evidence of coverage for at least three years after the later of the expiration or termination of the Contract or the completion of all its duties under the Contract;

- (2) Purchase extended reporting coverage for a minimum of three years after completion of work if coverage is cancelled or not renewed, and not replaced with another claims-made policy form with a retroactive date prior to the Effective Date of this Contract
- e. Proof of Insurance
 - (1) Insurance certificates showing evidence of coverage as required herein must be submitted to the Contract Administrator within 10 days of the contract execution date.
 - (2) Renewal insurance certificates must be provided on annual basis or as otherwise commensurate with the effective dates of coverage for any insurance required herein.
 - (3) Insurance certificates must be in the form of a standard ACORD Insurance Certificate unless otherwise approved by DTMB Enterprise Risk Management.
 - (4) All insurance certificates must clearly identify the Contract Number (e.g., notated under the Description of Operations on an ACORD form).
 - (5) The State may require additional proofs of insurance or solvency, including but not limited to policy declarations, policy endorsements, policy schedules, self-insured certification/authorization, and balance sheets.
 - (6) In the event any required coverage is cancelled or not renewed, Contractor must provide written notice to the Contract Administrator no later than five business days following such cancellation or nonrenewal.
- f. Subcontractors. Contractor is responsible for ensuring its subcontractors carry and maintain insurance coverage.
- g. Limits of Coverage & Specific Endorsements. (See Table 6.1 Below)

TABLE 6.1

Required Limits	Additional Requirements
Commercial General Liability Insurance	
Minimum Limits: \$1,000,000 Each Occurrence \$1,000,000 Personal & Advertising Injury \$2,000,000 General Aggregate	Contractor must have their policy endorsed to add “the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents” as additional insureds using endorsement CG 20 10 11 85, or both CG 20 10 12 19 and CG 20 37 12 19.

Required Limits	Additional Requirements
Workers' Compensation Insurance	
Minimum Limits: Coverage according to applicable laws governing work activities.	Waiver of subrogation, except where waiver is prohibited by law.
Employers Liability Insurance	
Minimum Limits: \$500,000 Each Accident \$500,000 Each Employee by Disease \$500,000 Aggregate Disease	
Privacy and Security Liability (Cyber Liability) Insurance	
Minimum Limits: \$1,000,000 Each Occurrence \$1,000,000 Annual Aggregate	Contractor must have their policy cover information security and privacy liability, privacy notification costs, regulatory defense and penalties, and website media content liability.

h. Non-Waiver. This Section 6 is not intended to and is not to be construed in any manner as waiving, restricting or limiting the liability of either party for any obligations under this Contract, including any provisions hereof requiring Contractor to indemnify, defend and hold harmless the State.

7. Reserved.

8. Reserved.

9. Relationship of the Parties. The relationship between the parties is that of independent contractors. Contractor, its employees, and agents will not be considered employees of the State. No partnership or joint venture relationship is created by virtue of this Contract. Contractor, and not the State, is responsible for the payment of wages, benefits and taxes of Contractor’s employees and any subcontractors. Prior performance does not modify Contractor’s status as an independent contractor. Neither party has authority to contract for nor bind the other party in any manner whatsoever.

10. Intellectual Property Rights. If a Statement of Work requires Contractor to create any intellectual property, Contractor hereby acknowledges that the State is and will be the sole and exclusive owner of all right, title, and interest in the Contract Activities and all associated intellectual property rights, if any. Such Contract Activities are works made for hire as defined in Section 101 of the Copyright Act of 1976. To the extent any Contract Activities and related intellectual property do not qualify as works made for hire under the Copyright Act, Contractor will, and hereby does, immediately on its creation, assign, transfer and otherwise convey to the State, irrevocably and in perpetuity, throughout the universe, all right, title and interest in and to the Contract Activities, including all intellectual property rights therein.

11. Subcontracting. Contractor may not delegate any of its obligations under the Contract without the prior written approval of the State. Contractor must notify the State at least 90 calendar days before the proposed delegation and provide the State any information it requests to determine whether the

delegation is in its best interest. If approved, Contractor must: (a) be the sole point of contact regarding all contractual matters, including payment and charges for all Contract Activities; (b) make all payments to the subcontractor; and (c) incorporate the terms and conditions contained in this Contract in any subcontract with a subcontractor. Contractor remains responsible for the completion of the Contract Activities, compliance with the terms of this Contract, and the acts and omissions of the subcontractor. The State, in its sole discretion, may require the replacement of any subcontractor.

- 12. Staffing.** The State's Contract Administrator may require Contractor to remove or reassign personnel providing services by providing a notice to Contractor.
- 13. Background Checks.** Pursuant to Michigan law, all agencies subject to IRS Pub. 1075 are required to ask the Michigan State Police to perform fingerprint background checks on all employees, including Contractor and Permitted Subcontractor employees, who may have access to any database of information maintained by the federal government that contains confidential or personal information, including, but not limited to, federal tax information. Further, pursuant to Michigan law, any agency described above is prohibited from providing Contractors or Permitted Subcontractors with the result of such background check. For more information, please see Michigan Public Act 427 of 2018. Upon request, or as may be specified in a Statement of Work, Contractor must perform background checks on all employees and subcontractors and its employees prior to their assignment. The scope is at the discretion of the State and documentation must be provided as requested. Contractor is responsible for all costs associated with the requested background checks. The State, in its sole discretion, may also perform background checks.
- 14. Assignment.** Contractor may not assign this Contract to any other party without the prior approval of the State. Upon notice to Contractor, the State, in its sole discretion, may assign in whole or in part, its rights or responsibilities under this Contract to any other party. If the State determines that a novation of the Contract to a third party is necessary, Contractor will agree to the novation and provide all necessary documentation and signatures.
- 15. Change of Control.** Contractor will notify the State, within 30 days of any public announcement or otherwise once legally permitted to do so, of a change in Contractor's organizational structure or ownership. For purposes of this Contract, a change in control means any of the following: (a) a sale of more than 50% of Contractor's stock; (b) a sale of substantially all of Contractor's assets; (c) a change in a majority of Contractor's board members; (d) consummation of a merger or consolidation of Contractor with any other entity; (e) a change in ownership through a transaction or series of transactions; (f) or the board (or the stockholders) approves a plan of complete liquidation. A change of control does not include any consolidation or merger effected exclusively to change the domicile of Contractor, or any transaction or series of transactions principally for bona fide equity financing purposes.

In the event of a change of control, Contractor must require the successor to assume this Contract and all of its obligations under this Contract.
- 16. Ordering.** Contractor is not authorized to begin performance until receipt of authorization as identified in a Statement of Work.

- 17. Acceptance.** Contract Activities are subject to inspection and testing by the State within 30 calendar days of the State’s receipt of them (“**State Review Period**”), unless otherwise provided in a Statement of Work. If the Contract Activities are not fully accepted by the State, the State will notify Contractor by the end of the State Review Period that either: (a) the Contract Activities are accepted but noted deficiencies must be corrected; or (b) the Contract Activities are rejected. If the State finds material deficiencies, it may: (i) reject the Contract Activities without performing any further inspections; (ii) demand performance at no additional cost; or (iii) terminate this Contract in accordance with Section 24, Termination for Cause.

Within 10 business days from the date of Contractor’s receipt of notification of acceptance with deficiencies or rejection of any Contract Activities, Contractor must cure, at no additional cost, the deficiency and deliver unequivocally acceptable Contract Activities to the State. If acceptance with deficiencies or rejection of the Contract Activities impacts the content or delivery of other non-completed Contract Activities, the parties’ respective Program Managers must determine an agreed to number of days for re-submission that minimizes the overall impact to the Contract. However, nothing herein affects, alters, or relieves Contractor of its obligations to correct deficiencies in accordance with the time response standards set forth in this Contract.

If Contractor is unable or refuses to correct the deficiency within the time response standards set forth in this Contract, the State may cancel the order in whole or in part. The State, or a third party identified by the State, may perform the Contract Activities and recover the difference between the cost to cure and the Contract price plus an additional 10% administrative fee.

- 18. Reserved.**

- 19. Reserved.**

- 20. Reserved.**

- 21. Invoices and Payment.** Invoices must conform to the requirements communicated from time-to-time by the State. All undisputed amounts are payable within 45 days of the State’s receipt. Contractor may only charge for Contract Activities provided as specified in a Statement of Work. Invoices must include an itemized statement of all charges. The State is exempt from State sales tax for direct purchases and may be exempt from federal excise tax, if Contract Activities purchased under this Contract are for the State’s exclusive use. Notwithstanding the foregoing, all fees are exclusive of taxes, and Contractor is responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state, or local governmental entity on any amounts payable by the State under this Contract.

The State has the right to withhold payment of any disputed amounts until the parties agree as to the validity of the disputed amount. The State will notify Contractor of any dispute within a reasonable time. Payment by the State will not constitute a waiver of any rights as to Contractor’s continuing obligations, including claims for deficiencies or substandard Contract Activities. Contractor’s acceptance of final payment by the State constitutes a waiver of all claims by Contractor against the State for payment under this Contract, other than those claims previously filed in writing on a timely basis and still disputed.

The State will only disburse payments under this Contract through Electronic Funds Transfer (EFT). Contractor must register with the State at <http://www.michigan.gov/SIGMAVSS> to receive electronic

fund transfer payments. If Contractor does not register, the State is not liable for failure to provide payment. Without prejudice to any other right or remedy it may have, the State reserves the right to set off at any time any amount then due and owing to it by Contractor against any amount payable by the State to Contractor under this Contract.

Excluding federal government charges and terms, Contractor warrants and agrees that each of the fees, economic or product terms or warranties granted pursuant to this Contract are comparable to or better than the equivalent fees, economic or product term or warranty being offered to any commercial or government customer (including any public educational institution within the State of Michigan) of Contractor. If Contractor enters into any arrangements with another customer of Contractor to provide the products or services, available under this Contract, under more favorable prices, as the prices may be indicated on Contractor's current U.S. and International price list or comparable document, then this Contract will be deemed amended as of the date of such other arrangements to incorporate those more favorable prices, and Contractor will immediately notify the State of such fee and formally memorialize the new pricing in a change notice.

- 22. Liquidated Damages.** Liquidated damages, if applicable, will be assessed as described in a Statement of Work. The parties understand and agree that any liquidated damages (which includes but is not limited to applicable credits) set forth in this Contract are reasonable estimates of the State's damages in accordance with applicable law. The parties acknowledge and agree that Contractor could incur liquidated damages for more than one event. The assessment of liquidated damages will not constitute a waiver or release of any other remedy the State may have under this Contract for Contractor's breach of this Contract, including without limitation, the State's right to terminate this Contract for cause under Section 24 and the State will be entitled in its discretion to recover actual damages caused by Contractor's failure to perform its obligations under this Contract. However, the State will reduce such actual damages by the amounts of liquidated damages received for the same events causing the actual damages. Amounts due the State as liquidated damages may be set off against any fees payable to Contractor under this Contract, or the State may bill Contractor as a separate item and Contractor will promptly make payments on such bills.
- 23. Stop Work Order.** The State may suspend any or all activities under the Contract at any time. The State will provide Contractor a written stop work order detailing the suspension. Contractor must comply with the stop work order upon receipt. Within 90 calendar days, or any longer period agreed to by Contractor, the State will either: (a) issue a notice authorizing Contractor to resume work, or (b) terminate the Contract or delivery order. The State will not pay for Contract Activities, Contractor's lost profits, or any additional compensation during a stop work period.
- 24. Termination for Cause.** (a) The State may terminate this Contract for cause, in whole or in part, if Contractor, as determined by the State: (i) endangers the value, integrity, or security of any facility, data, or personnel; (ii) becomes insolvent, petitions for bankruptcy court proceedings, or has an involuntary bankruptcy proceeding filed against it by any creditor; (iii) engages in any conduct that may expose the State to liability; (iv) breaches any of its material duties or obligations under this Contract; or (v) fails to cure a breach within the time stated by the State in a notice of breach, if in its sole discretion the State has chosen to provide a time to cure. Any reference to specific breaches being material breaches within this Contract will not be construed to mean that other breaches are not material.

(b) If the State terminates this Contract under this Section, the State will issue a termination notice specifying whether Contractor must: (i) cease performance immediately or (ii) continue to perform for a specified period. If it is later determined that Contractor was not in breach of the Contract, the termination will be deemed to have been a Termination for Convenience, effective as of the same date, and the rights and obligations of the parties will be limited to those provided in Section 25, Termination for Convenience.

Contractor must submit all invoices for Contract Activities accepted by the State within 30 days of the date of termination. Failure to submit an invoice within that timeframe will constitute a waiver by Contractor for any amounts due to Contractor for Contract Activities accepted by the State under this Contract. The State will only pay for amounts due to Contractor for Contract Activities accepted by the State on or before the date of termination, subject to the State's right to set off any amounts owed by the Contractor for the State's reasonable costs in terminating this Contract. Contractor must promptly reimburse to the State any fees prepaid by the State prorated to the date of such termination, including any prepaid fees. The Contractor must pay all reasonable costs incurred by the State in terminating this Contract for cause, including administrative costs, attorneys' fees, court costs, transition costs, and any costs the State incurs to procure the Contract Activities from other sources.

- 25. Termination for Convenience.** The State may immediately terminate this Contract in whole or in part without penalty and for any reason or no reason, including but not limited to, appropriation or budget shortfalls. The termination notice will specify whether Contractor must: (a) cease performance of the Contract Activities immediately or (b) continue to perform the Contract Activities in accordance with Section 26, Transition Responsibilities. Contractor must submit all invoices for Contract Activities accepted by the State within 30 days of the date of termination. Failure to submit an invoice within that timeframe will constitute a waiver by Contractor for any amounts due Contractor for Contract Activities accepted by the State under this Contract. If the State terminates this Contract for convenience, the State will pay all reasonable costs, as determined by the State, for State approved Transition Responsibilities to the extent the funds are available.
- 26. Transition Responsibilities.** Upon termination or expiration of this Contract for any reason, Contractor must, for a period of time specified by the State (not to exceed **120** calendar days), provide all reasonable transition assistance requested by the State, to allow for the expired or terminated portion of the Contract Activities to continue without interruption or adverse effect, and to facilitate the orderly transfer of such Contract Activities to the State or its designees. Such transition assistance may include, but is not limited to: (a) continuing to perform the Contract Activities at the established Contract rates; (b) taking all reasonable and necessary measures to transition performance of the work, including all applicable Contract Activities, training, equipment, software, leases, reports and other documentation, to the State or the State's designee; (c) transferring title in and delivering to the State, at the State's discretion, all completed or partially completed deliverables prepared under this Contract as of the Contract termination date; and (d) preparing an accurate accounting from which the State and Contractor may reconcile all outstanding accounts (e) returning all state property as set forth in Section 27, below; and (f) surrendering or destroying all State Confidential Information as set forth in Section 34.e, below (collectively, "**Transition Responsibilities**"). This Contract will automatically be extended through the end of the transition period.

- 27. Return of State Property.** Upon termination or expiration of this Contract for any reason, Contractor must take all necessary and appropriate steps, or such other action as the State may direct, to preserve, maintain, protect, or return to the State all materials, data, property, and confidential information provided directly or indirectly to the Contractor by any entity, agent, vendor, or employee of the State.
- 28. Indemnification.** Contractor must defend, indemnify and hold the State, its departments, divisions, agencies, offices, commissions, officers, and employees harmless, without limitation, from and against any and all actions, claims, losses, liabilities, damages, costs, attorney fees, and expenses (including those required to establish the right to indemnification), arising out of or relating to: (a) any breach by Contractor (or any of Contractor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable) of any of the promises, agreements, representations, warranties, or insurance requirements contained in this Contract; (b) any infringement, misappropriation, or other violation of any intellectual property right or other right of any third party; (c) any bodily injury, death, or damage to real or tangible personal property occurring wholly or in part due to action or inaction by Contractor (or any of Contractor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable); and (d) any acts or omissions of Contractor (or any of Contractor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable).

The State will notify Contractor in writing if indemnification is sought; however, failure to do so will not relieve Contractor, except to the extent that Contractor is materially prejudiced. Contractor must, to the satisfaction of the State, demonstrate its financial ability to carry out these obligations.

The State is entitled to: (i) regular updates on proceeding status; (ii) participate in the defense of the proceeding; (iii) employ its own counsel; and to (iv) retain control of the defense, at its own cost and expense, if the State deems necessary. Contractor will not, without the State's prior written consent (not to be unreasonably withheld), settle, compromise, or consent to the entry of any judgment in or otherwise seek to terminate any claim, action, or proceeding.

Any litigation activity on behalf of the State, or any of its subdivisions under this Section, must be coordinated with the Department of Attorney General. An attorney designated to represent the State may not do so until approved by the Michigan Attorney General and appointed as a Special Assistant Attorney General.

The State is constitutionally prohibited from indemnifying Contractor or any third parties.

- 29. Infringement Remedies.** If, in either party's opinion, any piece of equipment, software, commodity, or service supplied by Contractor or its subcontractors, or its operation, use or reproduction, is likely to become the subject of a copyright, patent, trademark, or trade secret infringement claim, Contractor must, at its expense: (a) procure for the State the right to continue using the equipment, software, commodity, or service, or if this option is not reasonably available to Contractor, (b) replace or modify the same so that it becomes non-infringing; or (c) accept its return by the State with appropriate credits to the State against Contractor's charges and reimburse the State for any losses or costs incurred as a consequence of the State ceasing its use and returning it.
- 30. Limitation of Liability and Disclaimer of Damages. IN NO EVENT WILL THE STATE'S AGGREGATE LIABILITY TO CONTRACTOR UNDER THIS CONTRACT, REGARDLESS OF THE FORM OF ACTION,**

WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR BY STATUTE OR OTHERWISE, FOR ANY CLAIM RELATED TO OR ARISING UNDER THIS CONTRACT, EXCEED THE LESSER OF: (A) ONE MILLION DOLLARS; OR (B) THE MAXIMUM AMOUNT OF FEES PAYABLE UNDER THIS CONTRACT. The State is not liable for consequential, incidental, indirect, or special damages, regardless of the nature of the action.

- 31. Disclosure of Litigation, or Other Proceeding.** Contractor must notify the State within 14 calendar days of receiving notice of any litigation, investigation, arbitration, or other proceeding (collectively, “**Proceeding**”) involving Contractor, a subcontractor, or an officer or director of Contractor or subcontractor, that arises during the term of the Contract, including: (a) a criminal Proceeding; (b) a parole or probation Proceeding; (c) a Proceeding under the Sarbanes-Oxley Act; (d) a civil Proceeding involving: (1) a claim that might reasonably be expected to adversely affect Contractor’s viability or financial stability; or (2) a governmental or public entity’s claim or written allegation of fraud; or (3) any complaint filed in a legal or administrative proceeding alleging the Contractor or its subcontractors discriminated against its employees, subcontractors, vendors, or suppliers during the term of this Contract; or (e) a Proceeding involving any license that Contractor is required to possess in order to perform under this Contract.
- 32. Reserved.**
- 33. State Data.**
- a. Ownership.** The State’s data (“**State Data**,” which will be treated by Contractor as Confidential Information) includes: (a) the State’s data, user data, and any other data collected, used, processed, stored, or generated as the result of the Contract Activities; (b) all data made available to Contractor for or during the provision of the Contract Activities, including but not limited to all text, sound, video, image files, or software; and (c) personally identifiable information (“**PII**”) collected, used, processed, stored, or generated as the result of the Contract Activities, including, without limitation, any information that identifies an individual, such as an individual’s social security number or other government-issued identification number, date of birth, address, telephone number, biometric data, mother’s maiden name, email address, credit card information, or an individual’s name in combination with any other of the elements here listed; and, (c) protected health information (“**PHI**”) collected, used, processed, stored, or generated as the result of the Contract Activities, which is defined under the Health Insurance Portability and Accountability Act (HIPAA) and its related rules and regulations. State Data is and will remain the sole and exclusive property of the State and all right, title, and interest in the same is reserved by the State.
- b. Contractor Use of State Data.** Contractor is provided a limited license to State Data for the sole and exclusive purpose of providing the Contract Activities, including a license to collect, process, store, generate, and display State Data only to the extent necessary in the provision of the Contract Activities. Contractor must: (a) keep and maintain State Data in strict confidence, using such degree of care as is appropriate and consistent with its obligations as further described in this Contract and applicable law to avoid unauthorized access, use, disclosure, or loss; (b) use and disclose State Data solely and exclusively for the purpose of providing the Contract Activities, such use and disclosure being in accordance with this Contract, any applicable Statement of Work, and applicable law; (c) keep, maintain, Access or Process State Data in the continental

United States and (d) not use, sell, rent, transfer, distribute, commercially exploit, or otherwise disclose or make available State Data for Contractor's own purposes or for the benefit of anyone other than the State without the State's prior written consent. Contractor's misuse of State Data may violate state or federal laws, including but not limited to MCL 752.795.

- c. **Extraction of State Data.** Contractor must, within five business days of the State's request, provide the State, without charge and without any conditions or contingencies whatsoever (including but not limited to the payment of any fees due to Contractor), an extract of the State Data in the format specified by the State.
- d. **Backup and Recovery of State Data.** Unless otherwise specified in a Statement of Work, Contractor is responsible for maintaining a backup of State Data and for an orderly and timely recovery of such data. Unless otherwise described in a Statement of Work, Contractor must maintain a contemporaneous backup of State Data that can be recovered within 2 hours at any point in time.
- e. **Loss or Compromise of Data.** In the event of any act, error or omission, negligence, misconduct, or breach on the part of Contractor that compromises or is suspected to compromise the security, confidentiality, or integrity of State Data or the physical, technical, administrative, or organizational safeguards put in place by Contractor that relate to the protection of the security, confidentiality, or integrity of State Data, Contractor must, as applicable: (a) notify the State as soon as practicable but no later than 24 hours of becoming aware of such occurrence; (b) cooperate with the State in investigating the occurrence, including making available all relevant records, logs, files, data reporting, and other materials required to comply with applicable law or as otherwise required by the State; (c) in the case of PII or PHI, at the State's sole election, (i) with approval and assistance from the State, notify the affected individuals who comprise the PII or PHI as soon as practicable but no later than is required to comply with applicable law, or, in the absence of any legally required notification period, within five calendar days of the occurrence; or (ii) reimburse the State for any costs in notifying the affected individuals; (d) in the case of PII, provide third-party credit and identity monitoring services to each of the affected individuals who comprise the PII for the period required to comply with applicable law, or, in the absence of any legally required monitoring services, for no less than 24 months following the date of notification to such individuals; (e) perform or take any other actions required to comply with applicable law as a result of the occurrence; (f) pay for any costs associated with the occurrence, including but not limited to any costs incurred by the State in investigating and resolving the occurrence, including reasonable attorney's fees associated with such investigation and resolution; (g) without limiting Contractor's obligations of indemnification as further described in this Contract, indemnify, defend, and hold harmless the State for any and all claims, including reasonable attorneys' fees, costs, and incidental expenses, which may be suffered by, accrued against, charged to, or recoverable from the State in connection with the occurrence; (h) be responsible for recreating lost State Data in the manner and on the schedule set by the State without charge to the State; and (i) provide to the State a detailed plan within 10 calendar days of the occurrence describing the measures Contractor will undertake to prevent a future occurrence. Notification to affected individuals, as described above, must comply with applicable law, be written in plain language, not be tangentially used for any solicitation purposes, and contain, at a minimum: name and contact information of Contractor's representative; a description of the

nature of the loss; a list of the types of data involved; the known or approximate date of the loss; how such loss may affect the affected individual; what steps Contractor has taken to protect the affected individual; what steps the affected individual can take to protect himself or herself; contact information for major credit card reporting agencies; and, information regarding the credit and identity monitoring services to be provided by Contractor. The State will have the option to review and approve any notification sent to affected individuals prior to its delivery. Notification to any other party, including but not limited to public media outlets, must be reviewed and approved by the State in writing prior to its dissemination. The parties agree that any damages relating to a breach of this **Section 33** are to be considered direct damages and not consequential damages.

- f. Contractor must comply with the requirements of the Data Security Schedule, found in Schedule E.
- g. **Third Party Requests.** Contractor will immediately notify the State upon receipt of any third-party requests which in any way might reasonably require access to State Data. Contractor will notify the State Program Managers or their designees by the fastest means available and also in writing. Contractor must provide such notification within 24 hours from Contractor’s receipt of the request. Contractor will not respond to subpoenas, service of process, FOIA requests, and other legal requests related to the State without first notifying the State. Upon request by the State, Contractor must provide to the State, its proposed response to the third-party request with adequate time for the State to review, and, as it deems necessary, to revise the response, object, or take other action.

34. Non-Disclosure of Confidential Information. The parties acknowledge that each party may be exposed to or acquire communication or data of the other party that is confidential, privileged communication not intended to be disclosed to third parties.

- a. **Meaning of Confidential Information.** For the purposes of this Contract, the term “**Confidential Information**” means all information and documentation of a party that: (a) has been marked “confidential” or with words of similar meaning, at the time of disclosure by such party; (b) if disclosed orally or not marked “confidential” or with words of similar meaning, was subsequently summarized in writing by the disclosing party and marked “confidential” or with words of similar meaning; or, (c) should reasonably be recognized as confidential information of the disclosing party. The term “Confidential Information” does not include any information or documentation that was or is: (a) subject to disclosure under the Michigan Freedom of Information Act (FOIA); (b) already in the possession of the receiving party without an obligation of confidentiality; (c) developed independently by the receiving party, as demonstrated by the receiving party, without violating the disclosing party’s proprietary rights; (d) obtained from a source other than the disclosing party without an obligation of confidentiality; or, (e) publicly available when received, or thereafter became publicly available (other than through any unauthorized disclosure by, through, or on behalf of, the receiving party). For purposes of this Contract, in all cases and for all matters, State Data is deemed to be Confidential Information.
- b. **Obligation of Confidentiality.** The parties agree to hold all Confidential Information in strict confidence and not to copy, reproduce, sell, transfer, or otherwise dispose of, give or disclose such Confidential Information to third parties other than employees, agents, or subcontractors of

a party who have a need to know in connection with this Contract or to use such Confidential Information for any purposes whatsoever other than the performance of this Contract. The parties agree to advise and require their respective employees, agents, and subcontractors of their obligations to keep all Confidential Information confidential. Disclosure to a subcontractor is permissible where: (a) use of a subcontractor is authorized under this Contract; (b) the disclosure is necessary or otherwise naturally occurs in connection with work that is within the subcontractor's responsibilities; and (c) Contractor obligates the subcontractor in a written contract to maintain the State's Confidential Information in confidence. At the State's request, any employee of Contractor or any subcontractor may be required to execute a separate agreement to be bound by the provisions of this Section.

- c. **Cooperation to Prevent Disclosure of Confidential Information.** Each party must use its best efforts to assist the other party in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the foregoing, each party must advise the other party immediately in the event either party learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Contract and each party will cooperate with the other party in seeking injunctive or other equitable relief against any such person.
- d. **Remedies for Breach of Obligation of Confidentiality.** Each party acknowledges that breach of its obligation of confidentiality may give rise to irreparable injury to the other party, which damage may be inadequately compensable in the form of monetary damages. Accordingly, a party may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies which may be available, to include, in the case of the State, at the sole election of the State, the immediate termination, without liability to the State, of this Contract or any Statement of Work corresponding to the breach or threatened breach.
- e. **Surrender of Confidential Information upon Termination.** Upon termination of this Contract or a Statement of Work, in whole or in part, each party must, within five calendar days from the date of termination, return to the other party any and all Confidential Information received from the other party, or created or received by a party on behalf of the other party, which are in such party's possession, custody, or control. Upon confirmation from the State, of receipt of all data, Contractor must permanently sanitize or destroy the State's Confidential Information, including State Data, from all media including backups using National Security Agency ("NSA") and/or National Institute of Standards and Technology ("NIST") (NIST Guide for Media Sanitization 800-88) data sanitization methods or as otherwise instructed by the State. If the State determines that the return of any Confidential Information is not feasible or necessary, Contractor must destroy the Confidential Information as specified above. The Contractor must certify the destruction of Confidential Information (including State Data) in writing within 5 Business Days from the date of confirmation from the State. However, the State's legal ability to destroy Contractor data may be restricted by its retention and disposal schedule, in which case Contractor's Confidential Information will be destroyed after the retention period expires.

35. Reserved.

36. Reserved.

37. Reserved.

- 38. Records Maintenance, Inspection, Examination, and Audit.** Pursuant to MCL 18.1470, the State or its designee may audit Contractor to verify compliance with this Contract. Contractor must retain and provide to the State or its designee and the auditor general upon request, all records related to the Contract through the term of the Contract and for 4 years after the latter of termination, expiration, or final payment under this Contract or any extension (“**Audit Period**”). If an audit, litigation, or other action involving the records is initiated before the end of the Audit Period, Contractor must retain the records until all issues are resolved.

Within 10 calendar days of providing notice, the State and its authorized representatives or designees have the right to enter and inspect Contractor's premises or any other places where Contract Activities are being performed, and examine, copy, and audit all records related to this Contract. Contractor must cooperate and provide reasonable assistance. If financial errors are revealed, the amount in error must be reflected as a credit or debit on subsequent invoices until the amount is paid or refunded. Any remaining balance at the end of the Contract must be paid or refunded within 45 calendar days.

This Section applies to Contractor, any parent, affiliate, or subsidiary organization of Contractor, and any subcontractor that performs Contract Activities in connection with this Contract.

- 39. Representations and Warranties.** Contractor represents and warrants: (a) Contractor is the owner or licensee of any Contract Activities that it licenses, sells, or develops and Contractor has the rights necessary to convey title, ownership rights, or licensed use; (b) all Contract Activities are delivered free from any security interest, lien, or encumbrance and will continue in that respect; (c) the Contract Activities will not infringe the patent, trademark, copyright, trade secret, or other proprietary rights of any third party; (d) Contractor must assign or otherwise transfer to the State or its designee any manufacturer's warranty for the Contract Activities; (e) the Contract Activities are merchantable and fit for the specific purposes identified in the Contract; (f) the Contract signatory has the authority to enter into this Contract; (g) all information furnished by Contractor in connection with the Contract fairly and accurately represents Contractor's business, properties, finances, and operations as of the dates covered by the information, and Contractor will inform the State of any material adverse changes; (h) all information furnished and representations made in connection with the award of this Contract is true, accurate, and complete, and contains no false statements or omits any fact that would make the information misleading; and that (i) Contractor is neither currently engaged in nor will engage in the boycott of a person based in or doing business with a strategic partner as described in 22 USC 8601 to 8606; (j) that all Contract Activities, including Software, as provided by Contractor do not and will not at any time during the Term contain any Harmful Code or any third party or open source components unless approved in advance by the State; and (k) that Contractor will not, and will not permit, any advertising through any Hosted Services. A breach of this Section is considered a material breach of this Contract, which entitles the State to terminate this Contract under Section 24, Termination for Cause.

a. Definitions.

- (1) “Harmful Code” means any software, hardware or other technologies, devices or means, the purpose or effect of which is to: (a) permit unauthorized access to, or to destroy,

disrupt, disable, encrypt, modify, copy, or otherwise harm or impede in any manner, any (i) computer, software, firmware, data, hardware, system or network, or (ii) any application or function of any of the foregoing or the integrity, use or operation of any data processed thereby; or (b) prevent the State from accessing or using the Contract Activities as intended by this Contract, and includes any virus, bug, trojan horse, worm, backdoor or other malicious computer code and any time bomb or drop dead device.

- 40. Conflicts and Ethics.** Contractor will uphold high ethical standards and is prohibited from: (a) holding or acquiring an interest that would conflict with this Contract; (b) doing anything that creates an appearance of impropriety with respect to the award or performance of the Contract; (c) attempting to influence or appearing to influence any State employee by the direct or indirect offer of anything of value; or (d) paying or agreeing to pay any person, other than employees and consultants working for Contractor, any consideration contingent upon the award of the Contract. Contractor must immediately notify the State of any violation or potential violation of these standards. This Section applies to Contractor, any parent, affiliate, or subsidiary organization of Contractor, and any subcontractor that performs Contract Activities in connection with this Contract.
- 41. Compliance with Laws.** Contractor must comply with all federal, state and local laws, rules and regulations.
- 42. Reserved.**
- 43. Reserved.**
- 44. Nondiscrimination.** Under the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, *et seq.*, the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, *et seq.*, and [Executive Directive 2019-09](#). Contractor and its subcontractors agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, partisan considerations, any mental or physical disability, or genetic information that is unrelated to the person's ability to perform the duties of a particular job or position. Breach of this covenant is a material breach of this Contract.
- 45. Unfair Labor Practice.** Under MCL 423.324, the State may void this Contract if the name of the Contractor, or the name of a subcontractor, manufacturer, or supplier of the Contractor, subsequently appears on the Unfair Labor Practice register compiled under MCL 423.322.
- 46. Governing Law.** This Contract is governed, construed, and enforced in accordance with Michigan law, excluding choice-of-law principles, and all claims relating to or arising out of this Contract are governed by Michigan law, excluding choice-of-law principles. Any dispute arising from this Contract must be resolved in the Michigan Court of Claims. Contractor waives any objections, such as lack of personal jurisdiction or *forum non conveniens*. Contractor must appoint an agent in Michigan to receive service of process.
- 47. Non-Exclusivity.** Nothing contained in this Contract is intended nor is to be construed as creating any requirements contract with Contractor, nor does it provide Contractor with a right of first refusal for any future work. This Contract does not restrict the State or its agencies from acquiring similar, equal, or like Contract Activities from other sources.

48. Force Majeure. Neither party will be in breach of this Contract because of any failure arising from any disaster or acts of god that are beyond their control and without their fault or negligence. Each party will use commercially reasonable efforts to resume performance. Contractor will not be relieved of a breach or delay caused by its subcontractors. If immediate performance is necessary to ensure public health and safety, the State may immediately contract with a third party.

49. Dispute Resolution. The parties will endeavor to resolve any Contract dispute in accordance with this provision. The dispute will be referred to the parties' respective Contract Administrators or Program Managers. Such referral must include a description of the issues and all supporting documentation. The parties must submit the dispute to a senior executive if unable to resolve the dispute within 15 business days. The parties will continue performing while a dispute is being resolved, unless the dispute precludes performance. A dispute involving payment does not preclude performance.

Litigation to resolve the dispute will not be instituted until after the dispute has been elevated to the parties' senior executive and either concludes that resolution is unlikely or fails to respond within 15 business days. The parties are not prohibited from instituting formal proceedings: (a) to avoid the expiration of statute of limitations period; (b) to preserve a superior position with respect to creditors; or (c) where a party makes a determination that a temporary restraining order or other injunctive relief is the only adequate remedy. This Section does not limit the State's right to terminate the Contract.

50. Media Releases. News releases (including promotional literature and commercial advertisements) pertaining to the Contract or project to which it relates must not be made without the prior written approval of the State, and then only in accordance with the explicit written instructions of the State.

51. Schedules. All Schedules and Exhibits that are referenced herein and attached hereto are hereby incorporated by reference. The following Schedules are attached hereto and incorporated herein:

Document Title	Document Description
Contract Terms	Contract Terms
Schedule A	Statement of Work
Schedule B	Pricing

52. Entire Agreement and Order of Precedence. This Contract, which includes Statement of Work, and schedules and exhibits, is the entire agreement of the parties related to the Contract Activities. This Contract supersedes and replaces all previous understandings and agreements between the parties for the Contract Activities. If there is a conflict between documents, the order of precedence is: (a) first, this Contract, excluding its schedules, exhibits, and Statement of Work; (b) second, Schedule E – Data Security Requirements for Hybrid Purchases, if applicable; (c) third, Schedule A, the applicable Statement of Work; and (d) fourth, schedules expressly incorporated into this Contract as of the Effective Date. NO TERMS ON CONTRACTOR'S INVOICES, ORDERING DOCUMENTS, WEBSITE, BROWSE-WRAP, SHRINK-WRAP, CLICK-WRAP, CLICK-THROUGH OR OTHER NON-NEGOTIATED TERMS AND CONDITIONS PROVIDED WITH ANY OF THE CONTRACT ACTIVITIES, OR DOCUMENTATION HEREUNDER, EVEN IF ATTACHED TO THE STATE'S DELIVERY OR PURCHASE ORDER, WILL CONSTITUTE

A PART OR AMENDMENT OF THIS CONTRACT OR IS BINDING ON THE STATE OR ANY AUTHORIZED USER FOR ANY PURPOSE. ALL SUCH OTHER TERMS AND CONDITIONS HAVE NO FORCE AND EFFECT AND ARE DEEMED REJECTED BY THE STATE AND THE AUTHORIZED USER, EVEN IF ACCESS TO OR USE OF THE CONTRACT ACTIVITIES REQUIRES AFFIRMATIVE ACCEPTANCE OF SUCH TERMS AND CONDITIONS. CONTRACTOR MAY NOT INHIBIT USE BY THE STATE'S INTENDED USERS IN A MANNER THAT PREVENTS PERFORMANCE OF THE CONTRACT ACTIVITIES.

- 53. Severability.** If any part of this Contract is held invalid or unenforceable, by any court of competent jurisdiction, that part will be deemed deleted from this Contract and the severed part will be replaced by agreed upon language that achieves the same or similar objectives. The remaining Contract will continue in full force and effect.
- 54. Waiver.** Failure to enforce any provision of this Contract will not constitute a waiver.
- 55. Survival.** Any right, obligation or condition that, by its express terms or nature and context is intended to survive, will survive the termination or expiration of this Contract; such rights, obligations, or conditions include, but are not limited to, those related to transition responsibilities; indemnification; disclaimer of damages and limitations of liability; State Data; non-disclosure of Confidential Information; representations and warranties; insurance and bankruptcy.
- 56. Contract Modification.** This Contract may not be amended except by signed agreement between the parties (a "**Contract Change Notice**"). Notwithstanding the foregoing, no subsequent Statement of Work or Contract Change Notice executed after the Effective Date will be construed to amend this Contract unless it specifically states its intent to do so and cites the section or sections amended.

SCHEDULE A – STATEMENT OF WORK

Infrastructure Asset Management Champions Program and Elected Officials Training Programs

BACKGROUND

The Michigan Infrastructure Council (MIC) needs the Contractor to lead the Asset Management Champions Program by organizing and delivering tailored, web-based training on infrastructure asset management for both public and private sector employees. The Contractor will be responsible for promoting training sessions, providing live online instruction, addressing participant inquiries, and reporting on progress and final outcomes to the MIC.

The MIC is housed within the Michigan Department of Treasury (Treasury). The MIC was established via Public Act 323 of 2018 to create a comprehensive strategic framework that addresses Michigan's Statewide critical infrastructure needs by cultivating partnerships and avenues of cross-asset coordination and collaboration amongst asset owners and accelerating the adoption of infrastructure asset management best practices. The MIC seeks to foster a Statewide culture of infrastructure asset management that transcends all infrastructure classes guided by our values of collaboration, coordination, education, investment, and prioritization.

The MIC has developed a robust framework for introductory asset management training through its Asset Management Champions Program, aligned with ISO 55000 standards. This program offers 40 hours of asynchronous online training (25 hours required trainings, 15 hours optional content), complemented by three live instructor-led learning pods with each pod lasting an hour and a half per learning pod. Since its launch in 2021, over 600 public-sector employees from more than 70 Michigan counties have graduated, gaining a solid understanding of asset management principles and best practices. Graduates acquire the skills to assess their asset management maturity using the MIC Asset Management Readiness Scale (AMRS) and become advocates for best practices within their organizations.

The demand for the AM Champions Program has steadily increased across the State. Feedback from graduates has highlighted the need to include private sector representatives, who manage infrastructure assets on behalf of municipalities, in future training. Additionally, there has been requests for an abbreviated program tailored for elected and appointed officials responsible for making infrastructure investment decisions.

Elected officials are essential partners in developing and implementing successful asset management strategies, making high-level decisions, ensuring projects are funded, accountable to the public, and meeting the long-term needs of communities. However, many elected officials do not have formal training or education in infrastructure management strategies, prior to taking office.

This AM Champions for Elected Officials program will equip elected officials and decision-makers with the knowledge and resources necessary to make effective infrastructure decisions that better their communities. Designed to be complementary to the existing AM Champions Program, this program will help elected officials and other key decision-makers understand their role in agencies' infrastructure asset management and better prepare them for engaging with infrastructure practitioners and the public who rely on infrastructure services.

Through this request for proposals (RFP), the MIC is looking to identify Contractor(s) that will support the ongoing management and delivery of the MIC AM Champions program and the development of a

complimentary asset management training program and resources for elected officials and key decision makers who oversee infrastructure investment decisions in Michigan.

The program features and solutions the Contractor must deliver include the following:

- a. **Delivery Format:** The program(s) will be offered in a virtual format with video trainings hosted via the State of Michigan (the State) learning management system (LMS) with learning pods hosted via Microsoft Teams or Zoom.
- b. **Data-Driven Approach:** The programs will promote the effective use of infrastructure data, departmental expertise, risk principles, and integrated planning approaches to improve the efficiency of infrastructure decision making and delivery Statewide.
- c. **Long Term-Strategic Investment:** Equip graduates to adopt a life-cycle approach to infrastructure asset management, emphasizing the long-term financial and societal benefits that contribute to thriving communities.
- d. **Asset Management Professional Culture:** Networking and peer learning are crucial for developing an asset management culture. The AM Champions program will continue to provide “learning pods” to promote this culture by creating a separate virtual space (via Microsoft Teams or Zoom) for participants to learn from industry leaders and their peers.

In a Statewide culture of asset management, every public and private sector employee plays a crucial role in improving our infrastructure, ultimately enhancing the quality of life for their constituents. The MIC is committed to serving as a valuable educational resource to ensure that employees are well-prepared to be effective in their positions creating a more sustainable future in Michigan communities.

SCOPE

A. AM Champions Program

The Contractor must lead and manage the Asset Management Champions Program by organizing and delivering tailored, web-based training on infrastructure asset management for both public and private sector employees.

B. Elected Officials and Decision-Makers Program

The Contractor must develop an Asset Management Primer specifically designed for elected officials and local decision makers who oversee public infrastructure systems in Michigan. The Contractor must also deliver a web-based two-hour training on infrastructure asset management based on the primer for elected officials and decision-makers.

1. Requirements

1.1. General Requirements

A. AM Champions Program

1. The Contractor must provide up to two cohorts each year, with each cohort accommodating up to 100 participants. Each cohort will include up to 25 hours of mandatory asynchronous, self-paced online lessons available to approved users via the MIC LMS, along with live small group instruction sessions, referred to as community learning pods (three learning pods will be needed for a participant to graduate, along with the 25 hours of online sessions, with the target of each learning pod to have approximately 30-50 participants).
2. The Contractor must develop and deliver training programs on infrastructure asset management principles.

3. The Contractor must become proficient in the Asset Management Champion Program and the AMRS upon the Contract's effective date.
4. The Contractor must create engaging and informative training materials for a non-technical audience.
5. The Contractor must be familiar with the International Standards Organization (ISO) 55000 and 50001 standards for asset management best practices.
6. The Contractor must provide participants consulting hours to help them better understand how best practices can be applied locally and how to develop implementation strategies that align with their organization's goals and objectives. Consulting hours must be one on one sessions in time slots of 30 minutes.
7. The Contractor must provide a final list, per cohort, of AM Champion graduates' contact information to the State's Program Manager. The list must include, at a minimum, the graduate's first and last name, email address, organization, organization address, cohort number, and job title.
8. The Contractor must develop, and conduct, quarterly webinars to engage graduated AM Champions and currently enrolled AM Champion participants. Each webinar will include up to one hour of infrastructure asset management content. The content may include teaching from the Contractor and/or approved previous AM Champions, current AM Champion participants or MIC-approved individuals in the field of asset management.

B. Elected Officials and Decision-Makers Program

1. The Contractor must develop and deliver training programs on infrastructure asset management.
2. The Contractor must work with either Michigan local governments, tribes, elected officials and local and State government decision-makers.
3. The Contractor must create engaging and informative training materials for a non-technical audience within the field of infrastructure.
4. The Contractor must be familiar with the International Standards Organization (ISO) 55000 and 50001 standards for asset management.
5. The Contractor must develop a Primer specifically designed for elected officials and local decision makers (the Primer is defined as a resource guideline for the foundation of the program). The Primer will document and follow the AM Champions program, AMRS and include a toolkit that includes templates for an asset management policy and asset management plan that can easily be adapted by local governments for implementation in their jurisdiction.
6. The Contractor is responsible for providing virtual coaching sessions to agencies and elected officials on the Primer on an as needed basis.
7. The Contractor must foster a collaborative environment where elected officials can champion sound asset management governance strategies, policies, and plans that lead to better outcomes for the communities they serve.

1.2. Service Requirements

A. AM Champions Program

1. Phase 1: Design & Integration (One-time service)
 - a. Curriculum Design
The Contractor must:
 - a. Develop a curriculum of training and graduation requirements for the AM Champions programs by utilizing the MIC's content library (approximately 40 hours of content). Final approval of the AM Champions program curriculum must be made in consultation with MIC Program Manager.
 - b. Develop agendas for three and a half hour learning pods to be delivered during the course of the program in alignment with the approved curriculum.
 - c. Create a timeline for completing the approved curriculum and learning pods over a three-month training period.
 - d. Develop an exit survey for course participants that outlines overall satisfaction with the program, areas for improvement, and feedback for future course development by the MIC.
 - b. Integration
The Contractor must:
 - i. Successfully integrate all approved modules into an AM Champions lesson plan within the State's LMS platform including text, images, videos, and interactive elements.
 1. Validate that all lesson functionalities, such as quizzes, assessments, and progress tracking, are operational and function as intended.
 - ii. Deliver a user guide and support documentation and/or videos for administrators and learners on graduation requirements of the program and utilize the features of the State's LMS during their training.
 - c. Communication and Outreach Strategy.
The Contractor must:
 - i. Develop a communication and outreach strategy for the AM Champions program that includes:
 1. Market Research and Stakeholder Analysis
 2. Key Messages and Value Proposition of Program
 3. Communication Channels
 4. Timelines for Outreach for each Training
 5. Proposed Marketing Materials
2. Phase 2: Program Promotion and Enrollment:
 - a. Promotion
The Contractor must:
 - i. Execute the approved outreach and communication strategy approved by the MIC program manager.
 - ii. Ensure all materials are compliant with Michigan Treasury Style Guide and also Americans with Disabilities Act (ADA) requirements.
 - iii. Respond to inquiries from stakeholders about the program and marketing materials.

- b. Enrollment (up to 100 students per cohort)
The Contractor must:
 - i. Track the online registration and manage the enrollment database.
 - ii. Determine applicant eligibility based on MIC provided eligibility criteria.
 - 1. Verify completeness and accuracy of applications to ensure only qualified applicants are approved.
 - 2. Reach out to the applicant to correct errors/omissions for incomplete applications or additional application inquiries.
 - iii. Schedule live group learning sessions (learning pods) with qualified and enrolled students.
- 3. Phase 3: Asset Management Champions Program Delivery
 - a. Program Kick-off
 - i. The Contractor must launch web-based training program with a virtual kick-off for program participants.
 - 1. Host a one-hour virtual program kick-off via Microsoft Teams or Zoom to welcome participants to the program, set user expectations, and provide a curriculum overview and walkthrough of the LMS.
 - b. Managing and Monitoring Program Participants
The Contractor must:
 - i. Track and monitor program participant progress.
 - ii. Respond to questions in discussions forums, emails from users and MIC staff.
 - iii. Provide regular updates to MIC staff on cohort and participant progress at an agreed-upon schedule.
 - iv. Contact users failing to keep pace with training program timelines.
 - c. Final Report and Certificate Delivery
The Contractor must:
 - a. Provide a final report at the end of the training program, to the MIC Program Manager, including:
 - 1. Enrollment and graduation statistics of the training.
 - 2. Improvement opportunities, and lessons learned.
 - 3. Results of participants surveys and feedback captured through course materials and learning pods.
 - 4. Results of participant exit survey.
 - b. Provide all participants who graduate an electronic certificate of completion (certificate template provided by MIC).
 - c. Provide detailed training reports from the LMS system to graduates who are using the program to obtain continuing education credits and professional development credits (upon request).
- 4. Phase 4: Deliver Virtual AM Champions Learning Pods
The Contractor must:
 - a. Host eight (1.5 hour) virtual, instructor lead, learning pods for up to 50 participants in accordance with the agenda approved in Phase 1 (six scheduled learning pods and two make-up sessions via Microsoft Teams or Zoom).
 - b. Track attendance in learning pods by students.
 - c. Contact students who miss their scheduled learning pods to enroll them in make-up sessions.

5. Phase 5: Webinars

The Contractor must host quarterly Infrastructure Asset Management related webinars for graduated champions and current program participants (developed, delivered, and hosted by the Contractor) on Microsoft Teams, Zoom, or the State’s LMS.

- a. Webinar topics may include, but are not limited to:
 - 1. Funding and financing models.
 - 2. Best practices.
 - 3. Information technology advancements.
 - 4. Emerging technology to advance smart systems.
 - 5. Right sizing and cost-efficiencies.
 - 6. Impediments to delivery.
 - 7. Opportunities for greater coordination and collaboration across asset classes and asset owners.
- b. All webinar materials must be approved, in writing, by the MIC program manager.

6. Phase 6: Asset Management Champion Consultation

- a. The Contractor must provide individual web-based consulting for previous AM champion graduates and current program participants.
 - i. Individual coaching not to exceed 30 minutes.
 - ii. Sessions may not exceed more than 10 individuals per cohort.

B. Elected Officials and Decision-Makers Program

1. Phase 1: Primer Delivery

- a. The Contractor must conduct a review of the AM Champions program content and consultation with MIC AM Education Committee and/or MIC program manager to support the development of an abbreviated training framework for elected officials and decision-makers.
- b. The Contractor must develop and publish an “Asset Management Primer for Elected Officials and Decision-Makers” based on the approved training framework from the MIC AM Education Committee. The workbook will serve as the foundation for the elected officials training
 - i. At a minimum, the “Asset Management Guide for Elected Officials and Decision-Makers” may include the following content (with final approval by the State’s Program Manager).
 - a. What is Asset Management (AM)?
 - b. Challenges and Benefits for Asset Management?
 - c. Asset life cycle
 - d. The Big Picture
 - i. Purpose and Use of Asset Management
 - ii. Why AM Matters to elected officials and decision-makers?
 - e. AM Leadership
 - i. Leadership Support
 - f. Culture of Asset Management
 - g. Introduction to Level of Service
 - i. AM Finance
 - ii. AM Life cycle costs

- iii. AM Funding
 - h. Risk Management
 - i. Capital Improvement Plan
 - ii. Asset Management Framework
 - ii. Managing and Maintaining Assets
 - a. Asset Management Policy (Template)
 - b. Asset Management Plan (Template)
 - iii. MiDIG Project Portal
 - iv. Asset Management Readiness Scale Overview
 - v. Public Engagement and Education
 - vi. Become an elected official Asset Management Champion
 - c. The asset management guide must not exceed 50 pages.
2. Phase 2: Design & Integration (One-time service)
 - a. Curriculum Design
 - i. Using the asset management for elected officials' guidebook, deliver MIC-approved training modules and materials in a digital format for Elected Officials and Decision-Makers to the LMS. The training will be web-based, asynchronous, and open-enrollment on the State's LMS.

The Contractor must:

 - 1. Develop two hours of web-based content (coursework, videos, webinars, case studies, guides, etc.) to support MIC approved training modules.
 - 2. Be responsible for all aspects of course preparation and instruction and must be proficient and knowledgeable of all course material.
 - 3. Develop and deliver a course syllabus for participant distribution.
 - b. Integration

The Contractor must:

 - i. Successfully integrate all MIC-approved modules into the State's LMS platform including text, images, videos, and interactive elements.
 - ii. Validate that all lesson functionalities, such as quizzes, assessments, and progress tracking, are operational and function as intended.
 - iii. Deliver a comprehensive user guide and support documentation and/or videos for administrators and learners on utilizing the integrated lessons.
 - iv. Provide help desk services to enrolled participants navigating the learning management system and its content.
 - v. Deliver training materials in a digital format (based on primer document) for Elected Officials and Decision-Makers to the LMS.
3. Phase 3: Enrollment and Promotional Materials
 - a. Enrollment
 - i. The Contractor and the State's Program Manager will collaborate to track the online registration, nomination, and waitlist forms (Microsoft Forms) and manage shared MIC spreadsheets during open enrollment to determine applicant eligibility.

1. The Contractor and the State's Program Manager will collaborate to verify completeness and accuracy of applications to ensure only qualified applicants are approved.
 2. For incomplete applications or additional application inquiries, the Contractor must reach out to the applicant to correct errors/omissions.
- b. Promotional Material
 - i. The Contractor must develop promotional materials for AM Elected Officials training and programs. Materials must be delivered in a digital format consistent with MIC social media channels. Also, promotional materials must include email delivery. All promotional materials must be approved, in writing, by the State's program Manager before external delivery.
 1. Promotional materials must be ADA compliant and align with Treasury standards.
4. Phase 4: Web-based Program Delivery
The Contractor must launch a web-based asset management program for elected officials.
 - a. Program Report. The Contractor must:
 - i. Develop an exit survey for course participants that outlines overall satisfaction with the program, areas for improvement, and feedback for future course development by the MIC.
 - ii. Provide a final annual report at the end of the training program.
 1. The AM Elected Officials annual report must include enrollment and graduation statistics, improvement opportunities, and lessons learned. The annual report must also include a program evaluation summary report from program participants concerning effectiveness and perceived quality of the training at the conclusion of each participant's training. The Contractor must develop and administer to all participants an evaluation of the program's quality, impact, and effectiveness in terms of both general and specific elements. Electronic evaluation forms are to be reviewed and accepted by the State prior to their use.
5. Phase 5: Asset Management Elected Officials Consultation
 - a. The Contractor must provide asset management consultation for Elected Officials program participants on an as needed basis.
 - i. Consultation sessions to be developed, delivered and scheduled by the Contractor.
 - ii. Consultation sessions must not exceed 30 minutes.
 - iii. Contractor consultations will not exceed 10 sessions per cohort.
6. Phase 6: Webinar
 - a. The Contractor must host one virtual one-hour infrastructure asset management training for elected officials and decision-makers.
 - i. The Contractor must develop, organize, and host training utilizing Microsoft Teams, Zoom, or the State's LMS
 - ii. MIC program manager will approve webinar content.

1.3. Optional Services

1. The State may require additional or updated trainings in the future. These programs will be subject to a mutually agreed-upon change notice between the Contractor and the State.
2. The Contractor may be asked to provide in-person workshops utilizing the developed content based on stakeholder interest in the future.

1.4. Transition

See Standard Contract Terms, Section 26, Transition Responsibilities.

1.5. Training

The training plan must include the following requirements:

1. The training material must be customizable to incorporate “Michigan-centric” case studies, requirements and branding.
2. The Contractor must provide all training materials in digital format without restrictions for unlimited reprinting and distribution.
3. The Contractor must record video and audio of trainings as requested and provide a copy to MIC for unlimited reuse and/or online posting as requested.
4. The Contractor must provide the materials and the training for the activities which meet the scope and requirements of this Contract.
5. The Contractor must explain its training capabilities and any training that is included in its proposal.
6. The following are the types of training materials that could be used (this is not all inclusive):

Documents:

- Text: .txt, .rtf, .doc, .docx, .pdf
- Spreadsheets: .xls, .xlsx, .csv
- Presentations: .ppt, .pptx, .pdf

Media:

- Images: .jpg, .jpeg, .png, .gif
- Audio: .mp3, .wav, .ogg
- Video: .mp4, .mov, .avi, .flv

Interactive:

- SCORM packages: .zip (contains various files for interactive learning modules)

HTML5: .html, .js, .css (for web-based content)

1.6. Training Platform

The Contractor must utilize the State’s LMS for AM Champions and Elected Officials to deliver training and track graduation requirements of participants. The State’s LMS system is from Cornerstone. The Contractor is not responsible for the functionality, maintenance, or security of the State’s LMS system. Contractor is still responsible for the secure and appropriate use of the State’s LMS system (see Section 1.7 Acceptable Use Policy).

1.7. Specific Standards

IT Policies, Standards and Procedures (PSP)

Contractors are advised that the State has methods, policies, standards and procedures that have been developed over the years. Contractors are expected to provide proposals that conform to State IT

policies and standards. All services and products provided as a result of this Contract must comply with all applicable State IT policies and standards. The Contractor is required to review all applicable links provided below and state compliance for the publicly available PSPs in their response. Non-public PSPs are available under NDA.

Public IT Policies, Standards and Procedures (PSP):

[DTMB - IT Policies, Standards & Procedures \(michigan.gov\)](https://michigan.gov)

Acceptable Use Policy

To the extent that the Contractor has access to the State's computer system, Contractor must comply with the State's Acceptable Use Policy, see 1340.00.130.02 Acceptable Use of Information Technology (michigan.gov). All Contractor Personnel will be required, in writing, to agree to the State's Acceptable Use Policy before accessing the State's system. The State reserves the right to terminate Contractor's access to the State's system if a violation occurs.

ADA Compliance

The State is required to comply with the Americans with Disabilities Act of 1990 (ADA) and has adopted standards and procedures regarding accessibility requirements for websites and software applications. All websites, applications, software, and associated content and documentation provided by the Contractor as part of the Solution must comply with the Digital Accessibility Standards. See Terms and Conditions Section **Error! Reference source not found.** Accessibility Requirements for additional information. Applicable standards can be found at SOM Applications and Site Standards (michigan.gov) under the SOM Digital Accessibility Guidelines heading.

End-User Operating Environment

The Contractor must maintain an operating environment that is compatible with the State's LMS system.

Required Functionality Relating to Data Retention, Disposal, and Retrieval

The State has legal obligations to retain, dispose, and retrieve State Data along with obligations to manage and secure State Data. To meet these obligations, the Solution must allow the State to:

1. Retain all data for the entire length of the Contract.
2. Delete its data or request the deletion of its data, even data that may be stored offline or in backups.
3. Transfer its data back to the State or to a new vendor or new solution.
4. Transfer its data to the Archives of Michigan as may be required by a retention and disposal schedule.
5. Retrieve data, even data that may be stored offline or in backups.

Except as otherwise stated in the Contract, Contractor must not dispose of, delete, or destroy State Data without the prior written approval of the State.

2. Service Requirements

1.1 Timeframes

All Contract Activities must be delivered within milestones dates identified by this Contract. The receipt of order date is pursuant to the **Notices** section of the Standard Contract Terms.

1.2 Delivery

A. AM Champion

The Contractor must complete the following milestones according to the mutually agreed upon Project Plan (dates TBD):

1. Plan and deliver a web-based, infrastructure asset management training program for public and private sector employees that utilizes the MICs existing training library and asset management readiness scale tool as a roadmap.
2. Develop an outreach and communications plan for the program that informs qualified participants of the program, its value proposition, and how to apply.
3. Develop and deliver learning pod sessions to program participants separated by public and private entities.
4. Provide coaching services to previous AM Champion graduates and current participants specific to AMRS completion.
5. Develop and deliver asset management quarterly webinars to previous AM Champion graduates and current program participants.

B. Elected Officials and Decision-Makers Program

The Contractor must complete the following milestones according to the mutually agreed upon Project Plan (dates TBD):

1. Develop an Asset Management for Michigan Elected Officials and Decision Makers document specifically designed for elected officials and local decision makers who oversee public infrastructure systems in Michigan. The document will promote and align with the AM Champions program, Asset Management Readiness Scale (AMRS) and include a toolkit that includes templates for an asset management policy and asset management plan that can be easily adapted by local governments for implementation in their jurisdiction.
2. Develop and deliver an estimated two-hour, web-based, self-paced, open-enrollment infrastructure asset management training program for elected officials and decision-makers. The training program must align with the Asset Management Champion program values and use the Asset Management for Elected Officials and Decision Makers document as a roadmap for training delivery.
3. Provide virtual coaching sessions to agencies and elected officials on the primer on an as needed basis.

Acceptance

1.3 Acceptance, Inspection, and Testing

The State will use the following criteria to determine acceptance of the Contract Activities:

1. In accordance with the procedures set forth in Section 16, Acceptance of Standard Contract Terms.

1.4 Final Acceptance

The State will use the following criteria to determine final acceptance of the Contract Activities:

1. Acceptance will be upon the successful completion of the mutually agreed upon Phases and all requirements within this Contract as determined by the State's Program Manager.

2. Staffing

2.1 Contractor Representative

The Contractor must appoint one individual, specifically assigned to State of Michigan accounts, who will respond to State inquiries regarding the Contract Activities, answer questions related to ordering and delivery, etc. (the “Contractor Representative”). The bidder must identify its Contractor Representative.

The Contractor must notify the Contract Administrator at least 14 calendar days before removing or assigning a new Contractor Representative.

Contractor Representative:

Iain Cranston, Director

PO Box 24081 RPO TC

Kelowna, BC, Canada, V1Y 9H2

Email: iain@icinfrastructure.com

Phone: +1 (250) 864-7516

1.1 Work Hours

The Contractor must provide Contract Activities during the State’s normal working hours Monday – Friday, 7:00 a.m. to 6:00 p.m. EST and possible night and weekend hours depending on the requirements of the project.

1.2 Key Personnel

The Contractor must appoint three individuals who will be directly responsible for the day-to-day operations of the Contract (“Key Personnel”). The titles of the Key Personnel must include one Lead Trainer and two supporting Assistant Trainers. Key Personnel must be specifically assigned to the State account, be knowledgeable on the contractual requirements, and respond to State inquiries within 24 hours.

The State has the right to recommend and approve in writing the initial assignment, as well as any proposed reassignment or replacement, of any Key Personnel. Before assigning an individual to any Key Personnel position, the Contractor will notify the State of the proposed assignment, introduce the individual to the State’s Project Manager, and provide the State with a resume and any other information about the individual reasonably requested by the State. The State reserves the right to interview the individual before granting written approval. In the event the State finds a proposed individual unacceptable, the State will provide a written explanation including reasonable detail outlining the reasons for the rejection. The State may require a 30-calendar day training period for replacement personnel.

Contractor will not remove any Key Personnel from their assigned roles on this Contract without the prior written consent of the State. The Contractor’s removal of Key Personnel without the prior written consent of the State is an unauthorized removal (“Unauthorized Removal”). An Unauthorized Removal does not include replacing Key Personnel for reasons beyond the reasonable control of Contractor, including illness, disability, leave of absence, personal emergency circumstances, resignation, or for cause termination of the Key Personnel’s employment. Any Unauthorized Removal may be considered by the State to be a material breach of this Contract, in respect of which the State may elect to terminate this Contract for cause under the **Termination for Cause** section of the Standard Contract Terms. It is further acknowledged that an Unauthorized Removal will interfere with the timely and proper completion of this Contract, to the loss and damage of the State, and that it would be impracticable and extremely difficult to fix the actual damage sustained by the State as a result of any Unauthorized Removal. Therefore, Contractor and the State agree that in the case of any Unauthorized Removal in respect of which the State does not elect to exercise its rights under Termination for Cause,

Contractor will issue to the State the corresponding credits set forth below (each, an “Unauthorized Removal Credit”):

- i. For the Unauthorized Removal of any Key Personnel designated in the applicable Statement of Work, the credit amount will be \$10,000.00 per individual if Contractor identifies a replacement approved by the State and assigns the replacement to shadow the Key Personnel who is leaving for a period of at least 30-calendar days before the Key Personnel’s removal.
- ii. If Contractor fails to assign a replacement to shadow the removed Key Personnel for at least 30-calendar days, in addition to the \$10,000.00 credit specified above, Contractor will credit the State \$100.00 per calendar day for each day of the 30-calendar day shadow period that the replacement Key Personnel does not shadow the removed Key Personnel, up to \$10,000.00 maximum per individual. The total Unauthorized Removal Credits that may be assessed per Unauthorized Removal and failure to provide 30-calendar days of shadowing will not exceed \$25,000.00 per individual.

Contractor acknowledges and agrees that each of the Unauthorized Removal Credits assessed above: (i) is a reasonable estimate of and compensation for the anticipated or actual harm to the State that may arise from the Unauthorized Removal, which would be impossible or very difficult to accurately estimate; and (ii) may, at the State’s option, be credited or set off against any fees or other charges payable to Contractor under this Contract.

The Contractor must identify the Key Personnel, indicate where they will be physically located, describe the functions they will perform, and provide current chronological résumés.

- A. The Contractor must identify all Key Personnel that will be assigned to this Contract in the table below which includes the following:
 - 1. Name and title of staff that will be designated as Key Personnel.
 - 2. Key Personnel years of experience in the current classification.
 - 3. Key Personnel’s roles and responsibilities, as they relate to this RFP, if the Contractor is successful in being awarded the Contract. Descriptions of roles should be functional and not just by title.
 - 4. Identify if each Key Personnel is a direct, subcontract, or contract employee.
 - 5. List each Key Personnel staff member’s length of employment or affiliation with the Contractor’s organization.
 - 6. Identify each Key Personnel’s percentage of work time devoted to this Contract.
 - 7. Identify where each Key Personnel staff member will be physically located (city and state) during the Contract performance.

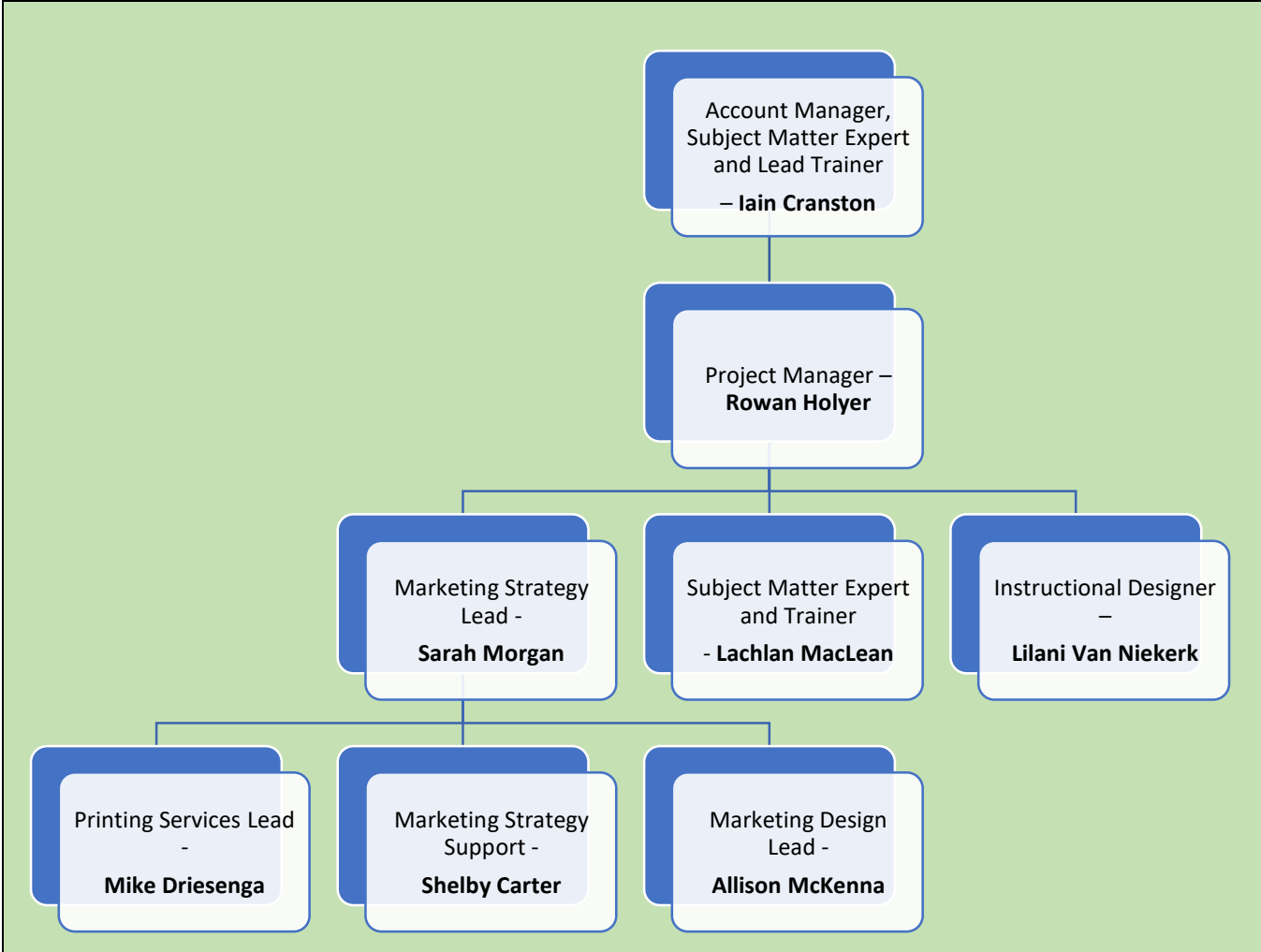
<Add more rows below as needed>

1. Name	2. Years of Experience in Current Classification	3. Role(s) / Responsibilities	4. Direct / Subcontract/ Contract	5. Length of Employment	6. % of Work Time	7. Physical Location
Iain Cranston Director	15 years	Account Manager	Direct	8 years	30%	Kelowna, British

1. Name	2. Years of Experience in Current Classification	3. Role(s) / Responsibilities	4. Direct / Subcontract/ Contract	5. Length of Employment	6. % of Work Time	7. Physical Location
		Subject Matter Expert and Lead Trainer				Columbia, Canada
Rowan Holyer Analyst	3 years	Project Manager and Assistant Trainer	Direct	3 years	50%	Kelowna, British Columbia, Canada
Lachlan MacLean, Product Manager	20 years	Subject Matter Expert and Assistant Trainer	Direct	1 year	20%	Jasper, Alberta, Canada

1.3 Organizational Chart

The Contractor must provide an overall organizational chart that details staff members, by name and title, and subcontractors.



1.4 Disclosure of Subcontractors

Subcontractor Information	
<p>The legal business name, address, telephone number of the subcontractor(s).</p>	<p>LKF Marketing 259 E Michigan Ave Ste 208, Kalamazoo, MI 49007 +1 269-349-4440 LKF will be subcontracting a Holland Litho Printing Service, a Michigan-based printing company. Their details are as follows. 10972 Chicago Drive, Zeeland, MI 49464 +1 800-652-6567</p>

Subcontractor Information	
	More information on them is available on request.
A description of subcontractor’s organization and the services it will provide and information concerning subcontractor’s ability to provide the Contract Activities.	<p>LKF Marketing is a full-service advertising, marketing, website design and development, and public relations agency located in downtown Kalamazoo, in business since 1989.</p> <p>LKF will help us develop and implement a new marketing strategy, to help increase registration numbers for the training programs and webinar series.</p> <p>They have a long history of assisting State of Michigan agencies with their marketing efforts, and a highly qualified team.</p>
The relationship of the subcontractor to the bidder.	icInfrastructure researched marketing and print companies in Michigan to support this work, conducted interviews, and reviewed proposals. We think we will work very well together with LKF and combined can present the best marketing, communications and design support to the MIC.
Is the subcontractor a GDBE?	No
Whether the bidder has previous working experience with the subcontractor. If yes, provide the details of that previous relationship.	No, this is a new partnership for the purposes of this project.
A complete description of the Contract Activities that will be performed or provided by the subcontractor.	<p>Discovery and Strategy The agency will conduct a review of the program, current approach to marketing, and discuss our overall strategy.</p> <p>Marketing Plan The agency will then develop a tactical marketing plan aligned with the strategy.</p> <p>Print Materials and Collateral: Email Content, Social Content Once the marketing plan is approved, the agency will proceed to develop marketing content, such as emails, flyers, and social media content.</p> <p>Marketing Support and Analytics The agency will provide support for marketing efforts, and help track relevant analytics, adapting our approach as needed.</p> <p>Primer booklet: Design, Proofing, ADA Compliance and Printing The agency will help with several elements of the Primer booklet, including the Design, content review and proofing, ADA compliance, and printing.</p>

Subcontractor Information	
Of the total bid, the price of the subcontractor's work.	\$49,840

Subcontractor Information	
Total percentage of work that will be performed by subcontractors:	6%
Total percentage of subcontracted work that will be performed by GDBE subcontractors:	0%

1.5 Security

The Contractor will be subject the following security procedures:

The Contractor must explain any additional security measures in place to ensure the security of State facilities. The State may require the Contractor's personnel to wear State issued identification badges.

The Contractor's staff may be required to make deliveries to or enter State facilities. The Contractor must: (a) explain how it intends to ensure the security of State facilities, (b) whether it uses uniforms and ID badges, etc., (c) identify the company that will perform background checks, and (d) the scope of the background checks.

2. Project Management

2.1 Project Plan

The Contractor will carry out this project under the direction and control of the Program Manager. Within 30 calendar days of the Effective Date, the Contractor must submit a final project plan to the Program Manager for approval. The plan must include: (a) the Contractor's organizational chart with names and title of personnel assigned to the project, which must align with the staffing stated in accepted proposals; and (b) the project breakdown showing sub-projects, tasks, timeline, and resources required.

2.2 Meetings

The Contractor must attend the following virtual meetings:

- a. Kick-off meeting within 30 calendar days of the Effective Date.
- b. Assessment tool and training material customization/review meetings.
- c. Project close-out meetings.

The State may request other meetings, as it deems appropriate.

2.3 Reporting

The Contractor must submit, to the Program Manager, the following written report, which must include, at a minimum:

- 1. A monthly report identifying class attendees, participants prerequisites completions, time involved in prerequisite courses, class dates, and certifications received.
- 2. The final annual report (Phase 4) from the Elected Officials and Decision-Makers Program. This report is due no later than November 1 of each year.

3. Pricing

3.1 Price Term

Pricing is firm for the entire length of the Contract.

4. Ordering

4.1 Authorizing Document

The appropriate authorizing document for the Contract will be a purchase order or delivery order.

5. Invoice and Payment

5.1 Invoice Requirements

All invoices submitted to the State must include: (a) date; (b) purchase order; (c) quantity; (d) description of the Contract Activities; (e) unit price; (f) shipping cost (if any); (g) vendor-generated invoice number and (h) total price. Overtime, holiday pay, and travel expenses will not be paid. Upon receipt of an undisputed and correctly formatted invoice, the State will review and approve invoices within five business days. Invoices must be sent to the State’s Program Manager, their designee, and Treasury accounting (treas_fadinvoices@michigan.gov).

5.2 Payment Methods

The State will make payment for Contract Activities via check. The State will make every attempt to make payment within 20 days of an approved invoice.

6. Liquidated Damages

Late or improper completion of the Contract Activities will cause loss and damage to the State, and it would be impracticable and extremely difficult to fix the actual damage sustained by the State. Therefore, if there is late or improper completion of the Contract Activities the State is entitled to collect liquidated damages in the amount of \$5,000.00 and an additional \$25.00 per day for each day Contractor fails to remedy the late or improper completion of the Work.

Notwithstanding anything to the contrary in this Contract, Contractor will not be liable for liquidated damages due to delays or non-performance to the extent such delays are caused by: (a) the State’s failure to provide timely access to required personnel, facilities, systems, or approvals and such delays must be significant in nature; (b) significant delays in the State’s provision of data, specifications, content, technology, or other necessary inputs; (c) delays in the execution of this Contract or a Statement of Work.

7. Service-Level Agreement (SLA)

Service Level Agreements for this Contract will be as follows:

SLA #	Metric	Guarantee	Performance Measure Frequency	Report Frequency	Credit
1	Initial Delivery of Services	Contractor must begin providing web-based services (within 30 calendar days from State’s Program Manager approval).	Per Instance		50% off of the associated events scheduled during the first 30 calendar days from State’s Program Manager approval.

2	Conducting learning pods, coaching, and additional training services	<p>1. Timeliness: 100% of all classes, coaching, and training services will start on time as scheduled. Any changes to times must be coordinated with the State no later than 24 hours prior to scheduled class times.</p> <p>2. Content: Classroom instructional content, including any presentations, hand-outs, etc., will be performed with consistency.</p>	Per Instance		25% off of the associated fee for the scheduled event.
3	Reporting	Program evaluation reports, assessments, and other reports are to be delivered on an annual basis.	Report must be delivered no later than December 1 st on an annual basis.	Annually	
4	Staffing	Staffing must remain consistent according to what is in this Contract. Any changes to staffing must be approved by the State no later than 48 hours prior to any class, or other event where a staff member would be present.	As needed		25% off of the associated fee for the scheduled event.

8. Intellectual Property Rights – Pre-existing and New Intellectual Property originating from this Contract.

Notwithstanding Section 10. Intellectual Property Rights of the Standard Contract Terms, the following terms will apply with respect to intellectual property used in performing, or originating from, this Contract:

1. **Pre-existing Intellectual Property:** All pre-existing intellectual property rights of both the Contractor and the State will continue without change. Nothing in this Contract will be construed to assign, transfer, or limit the ownership of such pre-existing intellectual property.

2. **Derivative Works Based on Pre-existing Intellectual Property:** If the Contractor uses its pre-existing intellectual property to create derivative works during the course of this Contract, the State will receive a non-exclusive, perpetual, royalty-free license to use such derivative works within the State, including by its agencies, and departments.
3. **New Intellectual Property Developed Under this Contract:** Any new intellectual property developed specifically under this Contract and not derived from the Contractor's pre-existing intellectual property will be the property of the State. The Contractor may retain a non-exclusive, perpetual, royalty-free license to use such new intellectual property for the benefit of its other customers, subject to any applicable confidentiality obligations. The Contractor must request, and receive, the State's approval, in writing, prior to using any of the State's new intellectual property developed under this Contract for any reason other than in the performance of the Contract Activities of this Contract.

SCHEDULE B - PRICING

Infrastructure Asset Management Champions and Elected Officials Training Programs

1. The Contractor must provide a pricing schedule for the proposed Contract Activities using the table below. The pricing schedule should be submitted in a modifiable format (e.g. Microsoft Word or Excel); however, you may also submit an additional pricing schedule in a non-modifiable format (e.g., PDF). Failure to complete the pricing schedule as requested may result in disqualification of your proposal.
2. Price proposals must include all costs, including but not limited to, any one-time or set-up charges, fees, and potential costs that Contractor may charge the State (e.g., shipping and handling, per piece pricing, and palletizing).
3. The Contractor is encouraged to offer quick payment terms. The number of days must not include processing time for payment to be received by the Contractor's financial institution.
4. Quick payment terms: 2% discount off invoice if paid within 15 days after receipt of invoice.
5. The Contractor certifies that the prices were arrived at independently, and without consultation, communication, or agreement with any other Contractor.
6. The State will make payment per each completed milestone unless otherwise updated through a Change Notice. The State will not be invoiced more than monthly.

A. AM Champion Price

Milestone	Expected Delivery Date	Pricing
Phase 0-Yr1: Project Plan Agreed with State's PM. Phase I-Yr1A: Design & Integration. A: Course Analysis & Design Agreed (one time)	27th June 2025	\$25,000.00
Phase II-Yr1A: Enrollment and Promotional Materials. A: Registration Process Live (one time) Phase II-Yr1A: Enrollment and Promotional Materials. B: Marketing Strategy and Materials Agreed (one time) Phase I-Yr1A: Design & Integration. B: Course Developed & Live (one time) Phase II-Yr1A: Enrollment and Promotional Materials. C: Execution of marketing strategy, enrollment and registration (per cohort) Phase III-Yr1A: Asset Management Champions Program Delivery. Program Live with User Registration and Support (per cohort)	8th August 2025	\$77,500.00
Phase IV-Yr1A: Deliver Learning Pods. A: Setup Groups and Deliver Cohort Kick-Off and Pod 1 (per cohort) Phase V-Yr1A: Webinars (delivered quarterly). A: Webinar Delivered	20 th Sept 2025	\$23,000.00

Phase IV-Yr1A: Deliver Learning Pods B: Deliver Cohort Pods 2 and 3 (per cohort)	31st October 2025	\$15,000.00
Phase III-Yr1A: Asset Management Champions Program Delivery. Interim Report (MIC internal report for Year 1 Part A Cohort) Phase V-Yr1A: Webinars (delivered quarterly). B: Webinar Delivered Phase VI-Yr1A: Asset Management Champion Consultation. Up to 10 times, 30min 1:1 consultations provided (per cohort)	31st December 2025	\$20,000.00
Asset Management Champions Contract Year 1, Part A	Total Price Year 1, Part A (until 31st Dec 2025)	\$160,500.00
* Discount Not Applicable for Contract Year 1, Part A of \$0	Discounted Price Year 1, Part A (until 31st Dec 2025)	\$160,500.00
Phase 0-Yr1B: Project Plan Agreed with State's PM. Phase II-Yr1B: Enrollment and Promotional Materials C: Execution of marketing strategy, enrollment and registration (per cohort)	31st December 2025	\$21,600.00
Phase III-Yr1B: Asset Management Champions Program Delivery Program Live with User Registration and Support (per cohort)	23rd January 2026	\$15,000.00
Phase IV-Yr1B: Deliver Learning Pods. A: Setup Groups and Deliver Cohort Kick-Off and Pod 1 (per cohort) Phase V-Yr1B: Webinars (delivered quarterly). A: Webinar Delivered	27th February 2026	\$23,000.00
Phase IV-Yr1B: Deliver Learning Pods. B: Deliver Cohort Pods 2 and 3 (per cohort)	10th April 2026	\$15,000.00
Phase V-Yr1B: Webinars (delivered quarterly). B: Webinar Delivered Phase VI-Yr1B: Asset Management Champion Consultation. Up to 10 times, 30min 1:1 consultations provided (per cohort) Phase III-Yr1B: Asset Management Champions Program Delivery. Annual Report (Year 1 Part A+B Champs Cohorts, and Year 1 EO)	30th May 2026 *	\$20,144.00
Asset Management Champions Contract Year 1, Part B	Total Price Year 1 (until 15th June 2026)	\$94,744.00

* Discount applied to III-Yr1, VI-Yr1 for Contract Year 1, Part B of \$16,667	Discounted Price Year 1 (until 15th June 2026)	\$78,077.00
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Asset Management Champions Contract Year 1, Part A+B	Total Price Year 2, Part A+B (until 15th June 2026)	\$255,244.00
* Discount applied to III-Yr1, VI-Yr1 for Contract Year 1, Part B of \$16,667	Discounted Price Year 2, Part A+B (until 15th June 2026)	\$238,577.00

Phase 0-Yr2A: Project Plan Agreed with State PM.	30th April 2026	\$5,000.00
Phase II-Yr2A: Enrollment and Promotional Materials. C: Execution of marketing strategy, enrollment and registration (per cohort) Phase III-Yr2A: Asset Management Champions Program Delivery. Program Live with User Registration and Support (per cohort)	7th August 2026	\$31,600.00
Phase IV-Yr2A: Deliver Learning Pods. A: Setup Groups and Deliver Cohort Kick-Off and Pod 1 (per cohort) Phase V-Yr2A: Webinars (delivered quarterly). A: Webinar Delivered	25th September 2026	\$23,000.00
Phase IV-Yr2A: Deliver Learning Pods B: Deliver Cohort Pods 2 and 3 (per cohort)	30th October 2026	\$15,000.00
Phase V-Yr2A: Webinars (delivered quarterly). B: Webinar Delivered Phase VI-Yr2A: Asset Management Champion Consultation. Up to 10 times, 30min 1:1 consultations provided (per cohort) Phase III-Yr2A: Asset Management Champions Program Delivery. Interim Report (MIC internal report for Year 2 Part A Cohort)	31st December 2026	\$20,144.00
Asset Management Champions Contract Year 2, Part A	Total Price Year 2, Part A (until 31st Dec 2026)	\$94,744.00
* Discount Not Applicable for Contract Year 2, Part A of \$0	Discounted Price Year 2, Part A (until 31st Dec 2026)	\$94,744.00
Phase 0-Yr2B: Project Plan Agreed with State's PM.	31st December 2026	\$5,000.00

Phase II-Yr2B: Enrollment and Promotional Materials. C: Execution of marketing strategy, enrollment and registration (per cohort) Phase III-Yr2B: Asset Management Champions Program Delivery. Program Live with User Registration and Support (per cohort)	22nd January 2027	\$31,600.00
Phase IV-Yr2B: Deliver Learning Pods. A: Setup Groups and Deliver Cohort Kick-Off and Pod 1 (per cohort) Phase V-Yr2B: Webinars (delivered quarterly). A: Webinar Delivered	26th February 2027	\$23,000.00
Phase IV-Yr2B: Deliver Learning Pods B: Deliver Cohort Pods 2 and 3 (per cohort)	9th April 2027	\$15,000.00
Phase V-Yr2B: Webinars (delivered quarterly). B: Webinar Delivered Phase VI-Yr2B: Asset Management Champion Consultation. Up to 10 times, 30min 1:1 consultations provided (per cohort) Phase III-Yr2B: Asset Management Champions Program Delivery. Interim Report (MIC internal report for Year 2 Part A Cohort)	29th May 2027 *	\$20,144.00
Asset Management Champions Contract Year 2, Part B	Total Price Year 2 (until 15th June 2027)	\$94,744.00
* Discount applied to III-Yr1, VI-Yr1 for Contract Year 2, Part B of \$16,667	Discounted Price Year 2 (until 15th June 2027)	\$78,077.00

Asset Management Champions Contract Year 2, Part A+B	Total Price Year 2, Part A+B (until 15th June 2027)	\$189,488.00
* Discount applied to III-Yr1, VI-Yr1 for Contract Year 2, Part B of \$16,667	Discounted Price Year 2, Part A+B (until 15th June 2027)	\$172,821.00

Phase 0-Yr3A: Project Plan Agreed with State's PM.	30th April 2027	\$5,000.00
Phase II-Yr3A: Enrollment and Promotional Materials. C: Execution of marketing strategy, enrollment and registration (per cohort) Phase III-Yr3A: Asset Management Champions Program Delivery. Program Live with User Registration and Support (per cohort)	7th August 2027	\$31,600.00

Phase IV-Yr3A: Deliver Learning Pods. A: Setup Groups and Deliver Cohort Kick-Off and Pod 1 (per cohort) Phase V-Yr3A: Webinars (delivered quarterly). A: Webinar Delivered	25th September 2027	\$23,000.00
Phase IV-Yr3A: Deliver Learning Pods B: Deliver Cohort Pods 2 and 3 (per cohort)	30th October 2027	\$15,000.00
Phase V-Yr3A: Webinars (delivered quarterly). B: Webinar Delivered Phase VI-Yr3A: Asset Management Champion Consultation. Up to 10 times, 30min 1:1 consultations provided (per cohort) Phase III-Yr3A: Asset Management Champions Program Delivery. Interim Report (MIC internal report for Year 3 Part A Cohort)	31st December 2027	\$ 20,144.00
Asset Management Champions Contract Year 3, Part A	Total Price Year 3, Part A (until 31st Dec 2027)	\$94,744.00
* Discount Not Applicable for Contract Year 3, Part A of \$0	Discounted Price Year 3, Part A (until 31st Dec 2027)	\$94,744.00
Phase 0-Yr3B: Project Plan Agreed with State's PM.	31st December 2027	\$5,000.00
Phase II-Yr3B: Enrollment and Promotional Materials. C: Execution of marketing strategy, enrollment and registration (per cohort) Phase III-Yr3B: Asset Management Champions Program Delivery. Program Live with User Registration and Support (per cohort)	22nd January 2028	\$31,600.00
Phase IV-Yr3B: Deliver Learning Pods. A: Setup Groups and Deliver Cohort Kick-Off and Pod 1 (per cohort) Phase V-Yr3B: Webinars (delivered quarterly). A: Webinar Delivered	26th February 2028	\$23,000.00
Phase IV-Yr3B: Deliver Learning Pods B: Deliver Cohort Pods 2 and 3 (per cohort)	9th April 2028	\$15,000.00
Phase V-Yr3B: Webinars (delivered quarterly). B: Webinar Delivered Phase VI-Yr3B: Asset Management Champion Consultation. Up to 10 times, 30min 1:1 consultations provided (per cohort) Phase III-Yr3B: Asset Management Champions Program Delivery. Interim Report (MIC internal report for Year 3 Part A Cohort)	29th May 2028 *	\$20,144.00

Asset Management Champions Contract Year 3, Part B	Total Price Year 3 (until 15th June 2028)	\$94,744.00
* Discount applied to III-Yr1, VI-Yr1 for Contract Year 3, Part B of \$16,667	Discounted Price Year 3 (until 15th June 2028)	\$78,078.00

Asset Management Champions Contract Year 3, Part A+B	Total Price Year 3, Part A+B (until 15th June 2028)	\$189,488.00
* Discount applied to III-Yr1, VI-Yr1 for Contract Year 3, Part B of \$16,667	Discounted Price Year 3, Part A+B (until 15th June 2028)	\$172,822.00

A. Asset Management Champions, Total Three-Year Price	\$634,220.00
A. Asset Management Champions, Discount	\$50,000.00
A. Asset Management Champions, Discounted Three-Year Price	\$584,220.00

B. Elected Officials and Decision-Makers Price

Milestone	Expected Delivery Date	Pricing
Phase 0-Yr1: Project Plan Agreed with State’s PM.	27th June 2025	\$20,000.00
Phase I-Yr1: Primer Delivery. A: Primer Outline Agreed (one time)	8th August 2025	\$10,550.00
Phase I-Yr1: Primer Delivery. B: Primer Raw Content Agreed (one time)	31st October 2025	\$15,000.00
Phase I-Yr1: Primer Delivery. C: Primer Finalized (one time) Phase II-Yr1: Design & Integration. A: Course Analysis & Design Agreed (one time) Phase III-Yr1: Enrollment and Promotional Materials. B: Marketing Strategy and Materials Agreed (one time)	23rd January 2026	\$35,350.00
Phase II-Yr1: Design & Integration. A: Course Developed & Live (one time) Phase III-Yr1: Enrollment and Promotional Materials. A: Registration Process Live (one time) Phase III-Yr1: Enrollment and Promotional Materials. C: Execution of marketing strategy, enrollment and registration (per Contract year) Phase IV-Yr1: Web-based Program Delivery. Program Live with User Registration and Support (per Contract year) Phase VI-Yr1: Webinar (one-time)	13th Mar 2026	\$66,800.00

Phase IV-Yr1: Web-based Program Delivery Annual Report (Year 1 Part A+B Champs Cohorts, and Year 1 EO)	15th June 2026 *	\$12,000.00
Phase V-Yr1: Asset Management Elected Officials Consultation Up to 10 times, 30min 1:1 consultations provided (per Contract year)		
Elected Officials Contract Year 1	Total Price Year 1 (until 15th June 2026)	\$159,700.00
* Discount applied to IV-Yr1, V-Yr1 for Contract Year 1 of \$16,667	Discounted Price Year 1 (until 15th June 2026)	\$143,033.00
Phase 0-Yr2: Project Plan Agreed with State PM. Phase IV-Yr2: Web-based Program Delivery. Program Live with User Registration and Support (per contract year) Phase III-Yr2: Enrollment and Promotional Materials. C: Execution of marketing strategy, enrollment and registration (per Contract year)	30th June 2026 *	\$41,850.00
Phase IV-Yr2: Web-based Program Delivery Annual Report (Year 2 Part A+B Champs Cohorts, and Year 2 EO) Phase V-Yr2: Asset Management Elected Officials Consultation Up to 10 times, 30min 1:1 consultations provided (per Contract year)	15th June 2027 *	\$12,010.00
Elected Officials Contract Year 2	Total Price Year 2 (until 15th June 2027)	\$53,860.00
* Discount applied to IV-Yr2, V-Yr2 for Contract Year 2 of \$16,667	Discounted Price Year 2 (until 15th June 2027)	\$37,193.00
Phase 0-Yr3: Project Plan Agreed with State's PM. Phase IV-Yr3: Web-based Program Delivery. Program Live with User Registration and Support (per contract year) Phase III-Yr3: Enrollment and Promotional Materials. C: Execution of marketing strategy, enrollment and registration (per Contract year)	30th June 2027 *	\$41,850.00

Phase IV-Yr3: Web-based Program Delivery Annual Report (Year 2 Part A+B Champs Cohorts, and Year 2 EO) Phase V-Yr3: Asset Management Elected Officials Consultation Up to 10 times, 30min 1:1 consultations provided (per contract year)	15th June 2028 *	\$12,010.00
Elected Officials Contract Year 3	Total Price Year 3 (until 15th June 2028)	\$53,860.00
* Discount applied to IV-Yr3, V-Yr3 for Contract Year 3 of \$16,666	Discounted Price Year 3 (until 15th June 2028)	\$37,194.00

B. Elected Officials and Decision Makers, Total Three-Year Price	\$267,420.00
B. Elected Officials and Decision Makers, Discount	\$50,000.00
B. Elected Officials and Decision Makers, Discounted Three-Year Price	\$217,420.00

Overall Three-Year Pricing	
AM Champion Price	\$584,220.00
Elected Officials and Decision-Makers Price	\$217,420.00
Both Training Programs Price	\$801,640.00

ATTACHMENT A – ELECTED OFFICIALS COURSE OUTLINE

Course Outline (Draft)

Introduction

Ref #	Estimated Time	Lesson/Topic Title	Lesson Type	Description	IP Source
AME-0-01	2 min	Welcome to the Course	Text, Video	Course Introduction Welcome Video Learning Objectives	MIC / ICI
AME-0-01MIC	5 min	Relevance to Michigan Elected Officials and DM's	Text, Video	Ideally an elected official / peer / senior official welcoming others to the course. Attention grabbing.	ICI – EO and MI, Research & Experience MIC
AME-0-01MIC	3 min	AM in Michigan History of MIC MIC 30 Year Strategy	Text, Video	Course Introduction Welcome Video from MIC About MIC and fit with 30 Yr Strategy	MIC

Chapter 1: The Perfect Storm (about 20 mins)

Ref #	Estimated Time	Lesson/Topic Title	Lesson Type	Description	IP Source
AME-1-01	1 min	Overview	Text	Provide overview of the chapter contents	ICI – PS & AME
AME-1-02	2 mins	Quality of Life and Assets	Text Video	Describe the connection between daily quality of life, service delivery, and assets	ICI – PS & AME
AME-1-03US	5 mins	US Infrastructure	Text Video	Describe the current state of infrastructure within the US. + Resource Links/Material	ICI – PS & AML AM 101 ASCE – Fair Use
AME-1-03MIC	5 mins	Michigan's Infrastructure	Text Video	Describe the current state of infrastructure within your region + Resource Links/Material	MIC
AME-1-04US	5 mins	Storm Brewing – US Aging Infrastructure	Text Video	Explain how aging infrastructure is a challenge and will likely get worse	ICI - PS ASCE – Fair Use

AME-1-05	1 min	Knowledge check: Sustainable Services	Assessment/MS Form	Do you think your services are sustainable, ties in lesson 2 and 3	ICI – PS & AME
AME-1-06	5 mins	A Perfect Storm? Compounding Factors	Text Video	Define additional challenges: staffing population, expectations, regulations, climate change	ICI – PS & AME & AML AM 101
AME-1-06MIC	5 mins	Michigan’s Unique Challenges	Text Video	Define additional regional challenges: geographical, economic, and environmental.	MIC
AME-1-07	1 min	Knowledge Check: Biggest Challenges	Assessment/MS Form	Rank challenges by impact.	ICI – PS & AME
AME-1-07MIC		Information for MI Elected Officials		-Acknowledge that EOs may have had different agenda coming in -understanding AM will help accomplish your goals -duty to manage the rest responsibly -intergenerational equity, 4 year window to nudge a 100 year problem	ICI – EO and MI, Research & Experience MIC
AME-1-08	1 min	Chapter Summary	Text	Re-cap chapter contents	ICI – AME

Chapter 2: What is Asset Management? (about 15 mins)

Ref #	Estimated Time	Lesson/Topic Title	Lesson Type	Description	IP Source
AME-2-01	1 min	Overview	Text	Provide overview of the chapter contents.	ICI - AME
AME-2-02	3 mins	What are Assets?	Text Video	Define an asset and the diverse asset categories.	ICI – AME
AME-2-03	1 min	Knowledge Check: Categorize the Assets	Assessment	Classify assets types within asset categories.	ICI – AME & AML AM 101
AME-2-04	3 mins	Weathering the Storm - What is Asset Management?	Text Video	Define Asset Management	ICI – PS & AME & AML AM 101

AME-2-04MIC	3 mins	MIC - What is Asset Management?	Text Video	Opportunity to highlight any “made in Michigan” approaches to AM.	
AME-2-05	3 mins	Value and Coordinated Activity <i>If applicable vs MIC definition above</i>	Text Video	Elaborate on “value” and “Coordinated Activity”	ICI – AME
		Elected Officials role in Michigan Infrastructure & Asset Management		-Role as Customer service rep -Role as public educator -Managing community expectations - Don’t have to make every decision individually - Govern by Policy, approve the systems to support decision making	ICI – EO and MI, Research & Experience MIC
AME-2-06	2 mins	Knowledge Check: Roles in Service Delivery	Assessment		ICI - AME
AME-2-07	1 min	Chapter Summary	Text	Re-cap chapter contents	ICI - AME

Chapter 3: Core Concepts of Asset Management (about 30 mins)

Ref #	Estimated Time	Lesson/Topic Title	Lesson Type	Description	IP Source
AME-3-01	1 min	Overview	Text	Provide overview of the chapter contents	ICI - AME
AME-3-02	5 mins	Asset Registry	Text Video	Define asset registry Explain how this data is useful in forecasting needs and communicating the aging infrastructure challenge	ICI - AME
AME-3-02CIP	2 min	Asset Registry and Capital Investment Planning	Text Video	Show how Asset Registry can facilitate CIP	ICI – Presentation AR and CIP
AME-3-02MIC	5 mins	Michigan - Asset Registry	Text Video	Case Study Example	MIC
AME-3-03	5 mins	Life Cycle Costs	Text Video	Define steps in asset’s life Explain concept of life-cycle-cost	ICI – AME

				Describe how to use the concept to inform decisions	ICI – AML AM101
AME-3-03MIC	5 mins	Michigan - Life Cycle Costs	Text Video	Case Study Example	MIC
AME-3-04	5 mins	Understanding and Communicating the Costs	Text Video	Explain the link between different levels of service and costs, and the how just maintaining assets and services can cost more over time.	ICI - AML & AML AM 101 & Paying Money to Stand Still
AME-3-05	5 mins	Knowledge Check: Life Cycle Cost Analysis Scenarios	Assessment	Illustrate why it is important to use data when making LCC decisions.	ICI - AML
AME-3-06	5 mins	Levels of Service	Text Video	Define Levels of Service Framework And “Line of Sight” concept Describe how service outcomes can be linked to daily activities and resource use.	ICI – AML & AML AM 101
AME-3-06MIC	5 mins	Michigan - Levels of Service	Text Video	Case Study Example	MIC
AME-3-07	2 mins	Knowledge Check: Establishing Levels of Service	Assessment	Classify different measurements as CLOS to TLOS	ICI - AML
AME-3-08	5 mins	Risk Management	Text Video	Define risk management framework Explain how to use a risk matrix	ICI – AML & AML AM 101
AME-3-08MIC	5 mins	Michigan - Risk Management	Text Video	Case Study Example	MIC
AME-3-09	5 mins	Knowledge Check: Risk Matrix Exercise	Assessment	Classify different risks Rank risks by Rating	ICI – AML
AME-3-10	2 min	Don't Panic	Text	This isn't another new thing You're already doing a lot of this	ICI – AML
AME-3-11	1 min	Chapter Summary	Text	Re-cap chapter contents	ICI – AML

AME-3-12	2 mins	Chapter Knowledge Check:		Knowledge Check Question: match the concern to the concept (eg. What could happen? -> risk management)	ICI – AME
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Chapter 4: People and Leadership – AM Governance, AM Policy (15 mins)

Ref #	Estimated Time	Lesson/Topic Title	Lesson Type	Description	IP Source
AME-4-01	1 min	Overview	Text	Provide overview of the chapter contents	
AME-4-02	3 mins	AM Culture and Change Management (Champs)	Text Video	Define AM Culture, and the importance of change management	AM Champs
AME-4-03	3 mins	AM Governance (Champs)	Text Video	Explain AM Governance structures, including AM Committees and Teams	AM Champs
AME-4-04	3 mins	AM Objectives	Text Video	Define how to measure AM progress through AM objectives	AM Champs
AME-4-05	5 mins	AM Policy	Text Video	Outline key components of an AM Policy	ICI – Policy Course
AME-4-06	1 min	Chapter Summary	Text	Re-cap chapter contents	

Chapter 5: Planning and Communicating with the Public - AM Plan and External Comm's (15 mins)

Ref #	Estimated Time	Lesson/Topic Title	Lesson Type	Description	IP Source
AME-5-01	1 min	Overview	Text	Provide overview of the chapter contents	
AME-5-02	5 mins	AM Plan – Part 1 (Champs)	Text Video	Provide an overview of an AM Plan	
AME-5-03	5 mins	AM Plan – Part 2 (Champs)	Text Video	Summarize key elements and inputs of an AM Plan	
AME-5-04	5 mins	External Communication's	Text Video	Describe how AM sets organizations up for better conversations with the public	
AME-5-05	1 min	Chapter Summary	Text	Re-cap chapter contents	

Chapter 6: Benefits and Getting Started (about 15 mins)

Ref #	Estimated Time	Lesson/Topic Title	Lesson Type	Description	IP Source
AME-6-01	1 min	Overview	Text	Provide overview of the chapter contents	ICI – AME
AME-6-02	5 mins	Benefits to Community	Text Video	Describe Community-level benefits.	ICI – AME & AML AM 101
AME-6-03	5 mins	Benefits to Organization	Text Video	Describe Organization-level benefits.	ICI – AME & AML AM 101
AME-6-04	5 mins	Benefits to Staff and Elected Officials	Text Video	Describe Staff-level and Elected Officials benefits.	ICI – AME & AML AM 101
AME-6-04MIC	2 mins	Testimonials from: Elected Official Staff Front line	Text Video	Describe Role-level benefits.	MIC
AME-6-05	2 mins	Knowledge Check: Asset Management Benefits	Assessment	Rank benefits	ICI – AME
AME-6-06	3 mins	Starting your Asset Management Journey		Describe simple actions to get started in AM +Resources	ICI – AME & AML AM 101
AME-6-06MIC	1 mins	MIC's AMRS		Describe MIC's AMRS Tool and how to use it to assess and improve AM maturity	
AME-6-07	1 min	Chapter Summary	Text	Re-cap chapter contents	ICI – AME

Summary Chapter: Conclusion (about 10 mins)

Ref #	Estimated Time	Lesson/Topic Title	Lesson Type	Description	IP Source
AME-7-01	5 mins	Course Summary		Quick blurb reminding people to return to the training as needed to refresh their knowledge. Course Summary - Overview of the entire course aligned with the learning objectives. Take-Aways- What are the key behavioural outcomes	

AME-7-02		Call to Action Become an AM Champion! (promote full champs course)		Share concepts with Staff Direct Staff to MIC AM Champions	MIC
AME-7-03	2 mins	Additional Resources	Text	List additional resources in general.	ICI – AME
AME-7-03MIC	2 mins	Michigan-Specific Additional Resources AM Policy and AM Plan Template MiDIG Project Portal 30Y Strategy	Text	List additional resources next steps.	MIC
AME-7-04	3 mins	Congratulations!	Video	Congratulations Video from Iain	ICI – AME or MIC