

REQUEST FOR INFORMATION - TRAINING PARTNER INTEREST AND QUALIFICATIONS
RESPONSE DUE DATE: JUNE 8, 2018

Introduction

The Peak Load Management Alliance (PLMA) is seeking interest in providing the organization with training services to support the enhancement and execution of the Demand Response Training Series. The Demand Response Training Series has been designed to be responsive to the training priorities identified by the membership. The series consist of two in-person training courses as follows:

- Demand Response Markets – a two-day training course detailed at www.peakload.org/demand-response-training
- Demand Response Program Design and Implementation – a two-day training course detailed at www.peakload.org/demand-response-training

The following roles will be involved in enhancement and delivery of the Demand Response Training Series:

1. PLMA Education Planning Group – the group co-chaired by Mark Martinez, SCE and Christine Riker, Energy Solutions is responsible for setting strategic direction for education and training initiatives responsive to the priorities and concerns identified by the Officers, Executive Committee, and Board. The Group will help select, coordinate, and evaluate education initiative resources and content.
2. Training Partners – the partners are organizations with demonstrable expertise in demand response training. Training Partners will be selected by the Education Planning Group to:
 - Enhance course content, update existing and/or create new training materials and curriculum including slides, training and mentor guides, teaching notes/manual, student handouts, interactive exercise, and exams.
 - Conduct in person training.
 - Prepare course materials and conduct training in a manner consistent with adult education best practices
3. Member Hosts – the training courses scheduled between the bi-annual PLMA Conferences will be hosted by members, ideally at their facilities. The Member Hosts are responsible for coordinating training session logistics, working with the Training Partners to incorporate local/regional demonstrations relevant to the training content, and providing supplementary training materials as necessary.

Trainer Model Agreement

Attached to this document is the model agreement that PLMA would prefer to use with all trainers. Financial terms as currently negotiated are defined in the model agreement.

Specific Request

The response to this request for Information is not intended to be burdensome. It is the first step in a process designed to identify, select, and engage Training Partners to fulfill the role described in paragraph 2 above. PLMA is only asking organization representatives to indicate interest in providing training services in the role of a Training

Partner. Interested members should **briefly** respond to the following questions and provide the requested supporting documentation:

1. Please briefly indicate if you are interested in supporting both training courses in the series or a specific training course. Briefly elaborate on why you have particular expertise in the subject matter.
2. Indicate whether you are interested in updating and preparing materials, presenting in-person training, or both.
3. Please briefly describe the primary motivation of your interest in providing training services in the role of a Training Partner. Any response is acceptable, however, a very limited set of examples of primary motivation include: 1) mainly financial, i.e. training is a core revenue source and compensation is a requirement; 2) mainly altruistic or idealistic, i.e. gratitude and the advancement of demand response is the return on investment; 3) some level of compensation would be appropriate, but primary interest is in networking or demonstrating expertise as a methodology of career advancement, business development and/or advertising.
4. Please indicate your willingness to proceed, if accepted, with the Trainer Model Agreement. You may suggest an alternative contractual arrangement and/or compensation with the understanding that PLMA's intent is to have identical contract terms with all Training Partners selected.
5. Please provide a summary of your direct experience in conducting in-person training sessions or related activities, including your knowledge of adult education best practices.
6. Please provide a summary of your direct experience within the field of demand response specifically.
7. Please provide resumes for the representatives who would be conducting the training and/or would be involved in training support and materials preparation. If multiple resumes are provided, please briefly distinguish relevant strengths and areas of expertise among them.
8. *Optional Request. Provide any helpful observations or constructive feedback regarding the existing Demand Response Training Series course description and agreement templates.*

All questions and responses should be communicated via e-mail communication addressed to: ethomas@peakload.org

Responses should be provided electronically by close of business on June 8, 2018 in MS-Word or Adobe Acrobat format. Responses to the questions (i.e., not inclusive of the resumes) are not expected to require any more than a few pages at most.

Next Steps

The Education Planning Group will review and consider the responses and use the input to fashion specific requests for clarification to members or requests for more detailed proposals that will then be circulated appropriately.

TRAINING PROVIDER SERVICES AGREEMENT BETWEEN THE PEAK LOAD MANAGEMENT ALLIANCE AND TRAINING PROVIDER

This Training Provider Services Agreement (this “Agreement”) is entered into this _____ (the “Effective Date”) by and between the Peak Load Management Alliance, a Florida Non-Profit Corporation (“PLMA”), having primary place of business at 2065 Bennington Drive, Vallejo, California, 94591, and _____, a {State} corporation (“Provider”), with its principal place of business located at {Provider Organization’s Principle Address}. PLMA and Provider may be referred to as the “Parties” herein.

RECITALS

WHEREAS:

1. PLMA operates a Demand Response Training Series and wishes to engage Provider to be a Training Partner of PLMA for the following Training Course(s) as generally described in Attachment A:

- {Training Course}

2. Provider wishes to be a Training Partner of PLMA, to assist with development of new and modifications to existing PLMA Training Materials, to potentially provide Major Edits to PLMA Training Materials, and to provide Training Presentment services at Training Courses.

NOW THEREFORE, for good and valuable consideration the adequacy of which is hereby acknowledged, the Parties agree as follows:

1. CERTAIN DEFINITIONS

Capitalized terms used herein and not otherwise defined shall have the meanings set forth below:

“Demand Response Training Series” is a series of complimentary Training Courses described in Attachment A, but not limited to the currently described courses.

“Education Planning Group” is the PLMA group responsible for setting strategic direction for education and training initiatives responsive to the priorities and concerns identified by the membership, Officers, and the PLMA Executive Committee. The Education Planning Group helps select, coordinate, and evaluate education initiative resources and content.

“Executive Committee” is the PLMA committee responsible for setting strategic direction for PLMA and is responsive to the priorities and concerns identified by the membership and PLMA Officers. The Executive Committee provides strategic direction and oversight for all PLMA activities.

“Expenses” means the reasonable costs incurred by Provider for travel, food, lodging, and miscellaneous fees associated directly with the provision of successfully completed Training Presentment services. Reasonable cost is a price that is consistent with what a reasonable person would pay in the same or similar circumstances for the same business or for the same or similar item. Expenses are not reimbursable if a training course is cancelled with advance notice; however, if non-refundable travel had been purchased in an effort to responsibly save the Parties

a significant amount of money, then fees associated with changing the ticket would be reimbursable. In any case, non-refundable advance expenses should not be utilized unless it saves a significant amount of money, can be repurposed, and change fees are modest.

“Major Edits” means a significant re-write or supplement to the Training Materials that will require two or more person-days of effort by Provider organization. PLMA and Provider will jointly determine when necessary updates dictated by industry changes including technology, policy, or law require changes that significantly impact the materials or curriculum to such a degree as to necessitate Major Edits.

“Member Host” means a PLMA member organization that has agreed to host, at one of their facilities, a training course scheduled between the bi-annual PLMA Conferences. The Member Hosts are responsible for coordinating the facility logistics of the training session, working with the Provider to incorporate demonstrations relevant to the training content, and providing supplementary training materials as necessary.

“Provider Knowledge” means Provider’s pre-existing copyright, trademark, intellectual property rights, methodologies, processes, techniques, ideas, concepts, trade secrets and know-how.

“Training Course” means a PLMA sponsored seminar or training course sanctioned by the Education Planning Group and/or the Executive Committee.

“Training Materials” means course content and learning aids, including but not limited to, course syllabus, presentation materials, training manuals, tests, case studies, interactive problem solving, and references to supplemental material.

“Training Partner” means an organization with demonstrable expertise in demand response training selected to deliver PLMA training. Training Partners are selected by the Education Planning Group and/or the Executive Committee to help develop Training Materials and to conduct Training Presentment.

“Training Presentment” means presenting the Training Course materials to course attendants in a confident and engaging manner according to the course syllabus and agenda, guiding class discussions, administering tests, and managing the Training Course schedule to ensure that all material is covered in a timely fashion.

2. PLMA OBLIGATIONS & RIGHTS

- A. PLMA will assume all responsibility for Training Course host coordination, promotion, recruitment, registration, and records management for the Demand Response Training Series.
- B. PLMA will assume all responsibility for the costs of printing, transporting, mailing, and/or otherwise distributing the Training Materials in printed or electronic format.
- C. PLMA will define a schedule and Training Course dates for the Demand Response Training Series in collaboration with Training Provider and Member Hosts. PLMA reserves the right to cancel or reschedule Training Course dates.
- D. PLMA will purchase Training Presentment services from Provider and may purchase Major Edits according to the Financial Terms described in Section 6, Financial Terms below.
- E. PLMA will define its own rate schedule for each Training Course and maintains the right to define and modify that schedule as required to optimize course attendance according to PLMA strategic intent. All revenue will accrue directly to PLMA and PLMA assumes the full financial risk associated with attendance.

- F. After the expiration of the Term of this Agreement, or if this Provider is unavailable at a scheduled time, PLMA reserves the right to assign a different Training Partner to provide Training Presentment services for the Training Course(s) identified in the Recitals above, and to supplement or modify the Training Materials developed by Provider as required.
- G. PLMA will provide an online collaboration location for communicating, document/edit transfer, and scheduling.

3. PROVIDER OBLIGATIONS & RIGHTS

- A. Provider will use the set of PLMA Training Materials for the Training Course(s) identified in the Recitals above. With advance written agreement and pricing, Provider may provide Major Edits to the PLMA Training Materials.
- B. With respect to any Training Materials provided by PLMA which were developed or co-developed by other Training Partners, Provider acknowledges that (i) all rights, title, and interest to such Training Materials, and any updates or modifications to such materials, shall remain the sole and exclusive property of PLMA, and, to the extent applicable, subject to the other Training Partner's retained ownership of intellectual property rights, and (ii) only for use by Provider for PLMA Training Presentment.
- C. Provider will provide Training Presentment services for the Training Course(s) identified in the Recitals above according to the schedule and dates defined by PLMA in collaboration with Provider and Member Hosts.
- D. Provider will collaborate with the Education Planning Group to ensure that the Training Materials are up to date, accurate, relevant, cover timely industry events and trends, and are consistent and complimentary to the Training Courses in the Demand Response Training Series and will provide such required edits in a timely fashion well in advance of the Training Courses. Provider is responsible for
 - i. providing minor edits (correcting grammatical errors, updating diagrams and major regulatory and policy decisions);
 - ii. incorporating in-class mentored exercises relevant to the training content, demonstrations, supplementary training materials, case studies, etc. as necessary and appropriate to satisfy the professional development needs of attendees; and,
 - iii. providing a test for the Training Course(s) of sufficient rigor following appropriate testing methodology to support PLMA's efforts to administer continuing education credits or certification.
 - iv. Provider will provide any additional material or edits to the Training Materials to PLMA in fully editable electronic format in a current version of Microsoft Word or PowerPoint 2016 or later and publish ready format (e.g. suitable to set into Adobe PDF format). Provider will use collaboration tools provided by PLMA.
- E. Provider will collaborate with the Member Host to incorporate local/regional demonstrations relevant to the training content, and supplementary training materials as necessary.
- F. If a Major Edit to course content is required or requested by PLMA Education Planning Group, Provider will provide a scope update, cost proposal and schedule to the PLMA Education Planning Group for review and approval prior to starting work. Once given notice to proceed, Provider will deliver any additional material or edits to the PLMA Training Materials to PLMA in advance of the Training Course for review and approval by the Education Planning Group.
- G. Time is of the essence. Provider will be responsible for timely delivery of materials to facilitate production of training course without undue burden or expense to PLMA. Failure to meet established

deadlines will result in a 10% per day penalty deducted from the agreed upon training fee, not to exceed the total amount of the fee.

- i. Major Edits will be completed and submitted for review and comment by the Education Planning Group no less than 30 business days prior to a scheduled a Training Course.
- ii. Final copy of all materials, including standard updates (slides, supplemental information, training/mentor guides, exam, exercises, and handouts) in all cases will be provided no less than 10 business days in advance of the Training Course, to ensure timely production and delivery of materials to course registrants.

4. COPYRIGHT OWNERSHIP

- A. Major Edits to the PLMA Training Materials (or “Work”) in the course of performing the services under this Agreement shall be considered a work made for hire pursuant to 17 U.S.C. §§ 101 and 201(b) and shall be the sole and exclusive property of PLMA. To the extent that the Work or any portion thereof may not be considered a work made for hire, for whatever reason, the Provider agrees to and does hereby irrevocably transfer and assign to PLMA any and all of its right, title and interest in and to the Work, including ownership of all copyright rights and registrations, without the necessity of any further consideration. The Provider further agrees to do all things and execute all documents necessary to perfect this assignment.
- B. Generally provided and required edits and updates per Section 3.D. shall be considered as contributions to the collective PLMA work and shall be the sole and exclusive property of PLMA.
- C. Notwithstanding Section 4.A. and 4.B. above, Provider shall retain right, title and interest in and to any Provider Knowledge embodied in such Work or generally provided and required edits. Further, PLMA grants to Provider a non-exclusive, royalty-free, perpetual, transferrable, worldwide license to use and disclose the Work in any written or electronic format for any purpose provided that the content and materials do not contain PLMA branding unless prior express written permission is granted by PLMA to use such PLMA branding. PLMA hereby irrevocably grants Provider written permission to use and disclose and reference the fact that Provider developed the Work without including any PLMA copyright mark or attribution on such Work and agrees to do all things and execute all documents necessary to effectuate the foregoing requirements of this section 4.C. This provision shall survive the termination or expiration of this Agreement. Notwithstanding the above, Provider shall give attribution to PLMA for material that PLMA may add as supplemental to the Work including, but not limited to, jointly developed materials, supplemental materials provided by PLMA or a PLMA Member Host.

5. TERM

The term of this Agreement is from the Effective Date through December 31, 2023 and may be extended as mutually agreed upon in writing by the Parties.

6. FINANCIAL TERMS

- D. For Training Presentment services, PLMA will pay to Provider \$4,500 for a one-day course and \$7,000 for a two-day course. Provider will be paid fully irrespective of attendance rates or potential per course financial loss sustained by PLMA, if the course is conducted.
- E. PLMA will reimburse the Provider for Expenses as defined in Section 1 above at cost within 30 days of the receipt of an invoice from Provider that summarizes the Expenses and contains copies of the receipts for each individual expense item.
- F. PLMA will pay Provider for Training Presentment services in full within 30 days of the receipt of an invoice from Provider after successful completion of the Training Course.

- G. Fees for the provision of Major Edits to the PLMA Training Materials for the Training Course(s) identified in the Recitals above will be negotiated and agreed to by the Parties in writing in advance as an amendment to this contract. Such fees would be paid in full within 10 days of delivery and acceptance of the Training Materials by the Education Planning Group.

7. TERMINATION

- A. Either Party may cancel this Agreement without cause or penalty with 30 days written notice. In the event of breach, the remedies in paragraphs B and C will apply.
- B. If Provider breaches a material term of this Agreement, PLMA may terminate Provider's services if, after ten (10) business days' written notice, Provider fails to cure the breach; and, in the event that termination happens before the scheduled Training Courses, Provider will reimburse PLMA for actual and reasonable expenses incurred for PLMA staff travel and venue costs that cannot be recouped if an alternate Provider cannot be found after reasonably diligent efforts by PLMA, and PLMA reasonably determines that continuing the course is not feasible and that the Training Course must be canceled.
- C. If PLMA breaches a material term of the Agreement, and PLMA fails to cure the breach after ten (10) business days' written notice, Provider may terminate its services without any penalty to Provider, and PLMA must still pay any fees due for services rendered.
- D. Neither party will be subjected to fees if a Training Course has to be cancelled due to a Force Majeure event. Force Majeure events include acts of nature (i.e., flood, hurricanes, lightning, and earthquakes) or acts of people (i.e., riots, wars, sabotage and material change in law) outside the control of the Parties rendering Training Course execution impossible or impractical.
- E. The ownership terms related to purchased Training Materials will survive the termination of the Agreement in any event.

8. INDEMNIFICATION

- A. Provider shall hold harmless, indemnify and defend PLMA its officers, agents, and employees from and against any third-party claim arising out of the violation of another's intellectual property, or out of the negligence, gross negligence, or willful misconduct of Provider, its employees, agents, or contractors. The terms of this provision shall survive the termination or expiration of this Agreement.
- B. PLMA shall hold harmless, indemnify and defend Provider, its officers, agents, and employees from and against any third-party claim arising out of the violation of another's intellectual property, or out of the negligence, gross negligence, or willful misconduct of Provider, its employees, agents, or contractors. The terms of this provision shall survive the termination or expiration of this Agreement.

9. WARRANTY

Provider warrants that Training Materials and Training Presentment services provided are factual, current as of the date of creation or delivery, and based upon industry standard and/or best practices.

10. LIMITATION OF LIABILITY

Except for PLMA and Provider's obligation to pay amounts due to the other party pursuant to the Financial Terms section above, the limit of each party's liability (whether in contract, tort, negligence, strict liability in tort or by statute or otherwise) to the other, arising out of or in any manner related to this Agreement, for any and all claims, will not in the aggregate exceed the amount due under the terms of this agreement. In no event will either party be liable to the other for any indirect, special, incidental, consequential, exemplary or punitive loss, damages, or expenses (including lost profits or savings) regardless of how they arise, even if that party has been advised of the possibility of those types of damages or expenses.

11. ASSIGNMENT

This Agreement and all incorporated agreements may be automatically assigned by either Party to a third party in the event of an acquisition, sale, merger, or assignment of all or substantially all of the assets and business of such Party to the assignee. No other assignment may be made without the prior written consent.

12. RELATIONSHIP OF PARTIES

- A. The parties to this Agreement are independent entities and no joint venture, agency, partnership or employer-employee relationship is intended or created hereby.
- B. Any notices under this Agreement shall be sent in writing by registered mail or express delivery service and deemed given upon receipt.
- C. Standard communication in the process of executing the work under this agreement shall be conducted by email or telephone, and parties to be contacted for various components shall be identified and noted at the time of execution.

13. GOVERNING LAW

- A. This Agreement shall be governed the laws of the State of California, County of Solano (without regard to conflict of law principles). Provider agrees and submits to the exclusive jurisdiction of the federal or state courts of competent jurisdiction sitting in California.
- B. If any provision of this Agreement conflicts with any other rule, regulation, or agreement, the terms and conditions of this Agreement shall govern; provided that nothing herein shall permit or require a party to act in contravention of any applicable law, rule or regulation.
- C. Should any part of this Agreement be held invalid or unenforceable, that portion shall be construed consistent with applicable law and the remaining portions of this Agreement shall remain in full force and effect, provided that neither party is deprived thereby of the fundamental benefit of its bargain.
- D. A Party's failure to enforce any provision of this Agreement shall neither be deemed a waiver of such provision nor of their right to enforce such provision.

14. ENTIRE AGREEMENT

This Agreement represents the entire agreement between Provider and PLMA and supersedes all prior understandings and communications, oral or written, unless documented as a written and fully executed amendment to this Agreement. Either Party's failure to enforce any provision of the Agreement at any time, or to require performance by the other Party of any provision of the Agreement at any time, will not be a waiver of any provision or in any way affect the Agreement's validity or any Party's right to enforce each and every provision.

IN WITNESS WHEREOF, the parties' duly authorized representatives have executed this Agreement as of the date written below.

PLMA	Training Partner
Name:	Name:
Title:	Title:
Signature:	Signature:
Date Signed:	Date Signed:

SAMPLE

ATTACHMENT A - COURSE DESCRIPTION

The Demand Response Training Series has been designed to be responsive to the training priorities identified by the membership. The current series consists of two in-person training courses as follows:

- Demand Response Program Design and Implementation – a two-day training course (16 instruction hours).
- Demand Response Markets – a two-day training course (16 instruction hours).

Demand Response Program Design and Implementation covers the following topics:

This course covers the key elements of demand response (DR) activities. This includes topics related to program development such as: the market and regulatory environments; business drivers; market potential; program design; and economic analysis. Topics related to program implementation will include the tactics and methodologies used to improve program success, including a discussion of: organizational and resourcing strategies; contracting; business processes; technology integration; and measurement & verification. Interactive exercises will enable participants to gain hands-on experience with various aspects of DR program development and implementation. Topics include:

- DR drivers and program types
- Market potential
- Program design and portfolio development
- Cost-effectiveness assessment
- Program implementation strategies and tactics

Demand Response Markets

The DR Markets course explores how to leverage wholesale energy market models to design demand response programs for traditionally regulated, restructured, and emerging electricity markets; a detailed review of the similarities and differences among markets in which demand resources can participate; and, the current and future roles for electricity consumers, aggregators, energy retailers, utilities, and market operators. Approximately 18 contact hours. Topics include:

- General structure of traditionally regulated markets and role of market participants
- General structure of restructured electricity markets and role of market participants
- Types of markets in which demand response could participate—energy, capacity, ancillary services, emergency, economic, etc.
- Review, history, markets and products of PJM, NYISO, ISO New England, ERCOT, CAISO, MISO, SPP, IESO, and AEMO
- Review of other important emerging markets and international markets
- Review of important controversial market design and regulatory issues
- Opportunities for retail energy marketers, utilities, technology and service vendors
- Explore the emerging role of energy storage and other emerging demand-side resource trends
- Future outlook and emerging trends

The Demand Response Training courses are expected to leverage Member Host facilities to incorporate one or more of the following: hands on experience via technology demonstration, process demonstration, software demonstration, or simulation activity.