



REQUEST FOR PROPOSAL No. 2202  
FOR WORKFORCE EDUCATION AND TRAINING PROGRAM INCLUSION

**GENERAL INSTRUCTIONS AND PROVISIONS**

RFP Schedule	Date
RFP Distributed to Bidders	1/5/2015 12:00 P.M. PST
Last Day to Submit Written Questions to PG&E	1/9/2015 12.00 P.M. PST
PG&E's responses to Bidders' Questions	1/20/2015
Intent to Bid form due	1/21/2015 12.00 P.M. PST
RFP responses due	1/28/2015 12.00 P.M. PST
Selection of Finalists	2/11/2015
Finalist Interviews (please reserve these dates)	2/23 & 2/24/2015
Target Date for Contract Execution	3/15/2015

The RFP Schedule is subject to change at PG&E's sole discretion. While PG&E will endeavor to notify Bidders of any schedule change, PG&E shall not be liable for any change in the schedule or for failing to provide notice of any change.

GENERAL INSTRUCTIONS AND PROVISIONS

TABLE OF CONTENTS

1.0	INTRODUCTION .....	1
2.0	BACKGROUND.....	1
3.0	PURPOSE OF THE REQUEST OF INFORMATION .....	2
4.0	RFP STRUCTURE .....	2
5.0	REQUIRED SUBMITTALS .....	2
6.0	PROCEDURES FOR RESPONDING .....	3
7.0	AGREEMENT BY BIDDER TO PARTICIPATE IN THIS RFP .....	4
8.0	BIDDER'S PROPOSAL PREPARATION COST .....	5
9.0	EVALUATION CRITERIA AND TWO-STEP BIDDING .....	5
10.0	NO GUARANTEE OF WORK .....	5
11.0	RESERVATION OF RIGHTS .....	6
12.0	BIDDER'S PROPRIETARY INFORMATION .....	6
13.0	LIMITATION OF REMEDIES .....	6
14.0	SUPPLIER DIVERSITY .....	7
15.0	ENVIRONMENTAL STATEMENT.....	8
16.0	SAFETY STATEMENT.....	9
17.0	ETHICS STATEMENT .....	9

## 1.0 INTRODUCTION

Pacific Gas and Electric Company (PG&E), incorporated in California in 1905, is one of the largest combined natural gas and electric utilities in the United States. Based in San Francisco, the PG&E is a wholly-owned subsidiary of PG&E Corporation. PG&E's operations are regulated by the California Public Utilities Commission (CPUC) and other regulatory agencies.

There are approximately 23,000 employees who carry out PG&E's primary business—the transmission and delivery of energy. The company provides natural gas and electric service to approximately 14 million people throughout a 70,000-square-mile service area in northern and central California. PG&E's customers include over 20,000 schools, 3,000 hospitals, 20,000 high-tech companies and 700 military facilities. As the primary natural gas and electric service provider for Central and Northern California, PG&E's service area stretches from Eureka in the north to Bakersfield in the south, and from the Pacific Ocean in the west to the Sierra Nevada in the east. PG&E provides electricity to over 4.9 million customers and natural gas to over 3.9 million customers.

PG&E is committed to enhancing its supply base to include contractors who can contribute to PG&E's corporate values, including diversity, safety, environmental stewardship, and corporate integrity. The RFP evaluation process is intended to provide opportunities for successful firms to expand their business with PG&E, new firms to establish business with PG&E, and for PG&E to realize reductions in costs, both internal and external, while experiencing enhanced commitment to corporate values. This will be an exciting opportunity for PG&E and its suppliers – both current and new – to reshape the way by working together to improve PG&E's operations.

## 2.0 BACKGROUND

The statewide Investor Owned Utilities (IOUs) are in the process of expanding and modifying their Workforce Education and Training (WE&T) program to further support disadvantaged workers. Disadvantaged is defined in the 2014 Workforce Issues and Energy Efficiency Programs: A Plan for California's Utilities (Guidance Plan) authored by the Don Vial Center. These efforts to support disadvantaged workers are referred to as "inclusion" efforts. PG&E is partnering with other IOUs on these efforts and is the lead for this RFP.

The importance of inclusion was underscored by the California Public Utilities Commission (CPUC) in the 2008 California Long Term Energy Efficiency Strategic Plan. One of the two overarching goals in the Strategic Plan included ensuring that minority, low income and disadvantaged communities fully participate in the IOUs' WE&T programs.

While the IOUs have extensive knowledge and experience in the area of energy efficiency (EE), they are seeking advice and direction from a consultant that has expertise in the overlapping realms of workforce development, inclusion and EE. The IOUs are interested in understanding the inclusion landscape as it relates to workforce development in the EE and low income energy efficiency sector and to specifically understand the feasibility of (some of) the Guidance Plan recommendations within the IOUs' Resource and Non-resource programs. This effort will enable the IOUs to make more informed considerations and decisions related to the Guidance Plan recommendations and to understand a range of impacts including but not limited to direct cost,

Total Resource Cost (TRC), market participation, economic development, as well as practical and legal considerations.

### 3.0 PURPOSE OF REQUEST FOR INFORMATION

The purpose of this RFP is to solicit bids for The Workforce Education and Training Program inclusion efforts. PG&E is requesting bidders to provide a proposal that outlines the specific primary and secondary research that will assist in answering key questions related to different components of the work scope detailed in the “Statement of Work”. Bidders can elect to submit responses to any one or all of the work scopes (A-D) in the “Statement of Work”.

### 4.0 RFP STRUCTURE

This RFP is structured into:

“General Instructions and Provisions,” provides a description of the RFP structure and bid submittal instructions that are applicable under this RFP.

“General Conditions,” describes the general terms and conditions which will be included in the Contract awarded pursuant to this RFP.

“Statement of Work,” provides a general description of the Work.

“Questionnaire,” includes the questionnaire and pricing to which all bidders must respond.

“Bid Forms,” is a collection of standard forms that must be completed and returned as part of each Bidder’s Proposal submittal.

### 5.0 REQUIRED SUBMITTALS

Bidders must submit their proposal(s) with the documents below.

Non-disclosure Agreement: A PG&E non-disclosure agreement (NDA) that is submitted by Bidder. Bidder has submitted an NDA to receive this RFP. In the event PG&E does not have Bidder’s NDA, Bidder will be required to provide one.

Transmittal Letter: By signing the Transmittal Letter provided, Bidder agrees to be bound by all contractual elements of its Proposal and these RFP General Instructions.

Compliance Certificate: Bidder shall complete, sign and submit one copy of the Compliance Certificate for the Injury and Illness Prevention Program.

Exceptions to General Conditions: Bidder shall indicate any exceptions to the General Conditions on the General Conditions document via “Track Changes” and shall upload the revised document in Power Advocate. Bidders are encouraged not to make changes to the General Conditions with their Proposals. Bidder’s conformance to the terms and conditions in the General Conditions may be valued in the evaluation process. For this reason, Bidders are strongly encouraged to make minimal or no changes to the General Conditions.

List of Subcontractors and Disbursement Record: Bidder shall fill out this form labeled Exhibit 1A.

Intent to Bid Form: Bidder shall notify its intent to bid or not to bid by submitting this form via Power Advocate on the due date.

Proposal: Bidder shall provide detailed answers to the questionnaire.

Pricing Workbook: Bidder shall use the Pricing Workbook to provide pricing and relevant information.

## 6.0 PROCEDURES FOR RESPONDING

PG&E is launching this RFP via an online tool called Power Advocate. Bidders are given access to Power Advocate and are required to register and log in with the credentials provided.

For Bidder’s Proposal to be considered for award, the following procedures must be observed:

- Bidder will utilize the Power Advocate website to respond to the RFP.
- If Bidder is in doubt of any part of the RFP documents, Bidder shall utilize the Power Advocate website to submit written questions via the “Messaging” Tab. Questions from Bidders are due no later than 12:00 P.M. PST on 1/9/2014. Questions submitted after the question deadline will not be answered. PG&E will post answers to Bidders’ questions on 1/20/2015 on the “RFx” Tab in Power Advocate, which will be available to all Bidders. PG&E reserves the right to refuse to answer any question, even if it is submitted prior to the above deadline.
- Bidder will sign and upload the Intent to Bid form via Power Advocate (using the “Submittals” tab) on 1/21/2015 by 12:00 P.M. PST.
- Bidder’s submittals via the “Submittals” tab in Power Advocate must be received no later than 12:00 P.M. PST on 1/28/2015 (hereinafter, “Due Date”). Submittals received after that time will not be accepted. All proposals must be valid for a period of not less than one-hundred twenty (120) days from the Due Date.
- Selected Bidders may be invited to interview with PG&E. Interviews will be held at the PG&E’s General Office in San Francisco, CA on 2/23 and 2/24/2015. If invited, Bidders shall attend the interview in person or by phone. Interview details will be distributed prior to the meeting and will include appointment time, location or dial-in number, and agenda.

## 7.0 AGREEMENT BY BIDDER TO PARTICIPATE IN THIS RFP

Each entity submitting a Proposal in this RFP is a Bidder. A Bidder may be an individual owner, corporation, partnership or joint venture. Bidder agrees to be bound by the following terms and understands any breach of these terms may result in Bidder's disqualification.

1. Each Bidder (a) agrees to be bound by all terms, conditions and other provisions of this RFP and any changes or supplements to it that may be issued by PG&E.
2. Bidder has had the opportunity to seek independent legal and financial advice of its own choosing in submitting its proposal and attached appendices.
3. Bidder has obtained all necessary authorizations, approvals and waivers, if any, required of Bidder as a condition of: (i) submitting its proposal and, if Bidder's proposal is selected; (ii) executing a contract with PG&E in the form submitted with its proposal.
4. Bidder is submitting its proposal subject to all applicable laws.
5. Bidder's proposal shall be non-revocable and must be valid for at least one-hundred and twenty (120) days from the Due Date of this RFP.
6. Bidder agrees to only contact the PG&E designated person named below concerning this RFP. Any attempt to communicate with any other PG&E employee, consultant, or agent of PG&E about this RFP may result in Bidder's proposal being disqualified.

Name: Lily Divito  
Email: l1d1@pge.com

7. Bidder has not and will not engage in, communications with any other Bidder concerning any terms contained in Bidder's proposal, unless explicitly authorized by PG&E. Bidder has not and will not engage in any activities in violation of State or Federal antitrust laws or other unlawful or unfair business practices in connection with the RFP ("Prohibited Communication Activities"). Notwithstanding the foregoing, Bidder may engage in communications with its advisors, counsel, experts or employees or subcontractors who will provide services in Bidder's proposal. Bidder may engage in communications with other Bidders submitting a Proposal in the RFP and their advisors ("Other Bidders"), so long as: (1) Other Bidders are under common ownership and control with Bidder; (2) Bidder and Other Bidders do not engage in Prohibited Communication Activities; and (3) in the event Bidder and Other Bidder share a common advisor, Bidder has, prior to sharing communications with such Other Bidder and the common advisor, provided PG&E with (a) notice of such Other Bidder and common advisor and (b) an attestation that Bidder has not and will not engage in Prohibited Communication Activities with either the Other Bidder or the common advisor.
8. Bidder is not an affiliate of PG&E, PG&E Corp., or any of their subsidiaries or affiliates.

9. Bidder will promptly notify PG&E of any change in circumstances that may affect its ability to fulfill the terms of its Proposal.

## 8.0 BIDDER'S PROPOSAL PREPARATION COST

Any and all costs or expenses incurred in preparing, modifying or submitting a Proposal are the responsibility of the Bidder. PG&E will not reimburse Bidder for its expense of participating in this RFP under any circumstances, regardless of whether the RFP reaches a successful conclusion or is terminated early at the sole discretion of PG&E.

All proposals and any other materials submitted in response to this RFP will become the property of PG&E and may be returned, at PG&E's option, only when requested and at Bidder's expense.

## 9.0 EVALUATION CRITERIA AND TWO-STEP BIDDING

Proposals will be reviewed and evaluated by a cross-functional team. PG&E may evaluate Proposals based on criteria including, but not limited to, Bidder's ability to perform the work, quality of service, competitive price, cost reduction ideas or alternatives for performing the services, acceptance of PG&E's terms and conditions, completeness of the bid package, financial stability, Women, Minority, Disabled Veteran Business Enterprise (WMDVBE) or Lesbian Gay, Bisexual Transgender (LGBT) business status, and/or subcontracting plan. These factors are not necessarily listed in order of importance. PG&E at its sole discretion may decide to use some or all of these factors or other factors not listed.

PG&E may use a two-step bidding process to evaluate Bidders. The first step will be an evaluation of each Proposal using the evaluation criteria described above. Those Bidders whose Proposals are technically acceptable and whose price is competitive may be invited to the second step in the selection process. The second step will be used for a more in-depth review of each Proposal, and may include steps such as: to discuss the scope of work in detail, identify any cost reduction ideas, interview key candidate personnel in person, and visit candidate facilities. In addition, negotiations over contract price and terms would take place.

## 10.0 NO GUARANTEE OF WORK

Any contract awarded pursuant to this RFP will be a non-exclusive contract and there will be no guarantee as to the volume of work. PG&E reserves the right to contract with other parties for the same services and performance of work being requested in this RFP.

## 11.0 RESERVATION OF RIGHTS

This RFP is an invitation to submit Proposals to PG&E; it does not constitute an offer to buy and creates no obligation to execute any contract with a Bidder. PG&E reserves the right to request information from a Bidder at any time during this RFP process. PG&E reserves the right, and in its sole discretion (a) to reject any Bidder proposal at any time because Bidder's proposal does not comply with eligibility requirements or the requirements of the General Instructions of this RFP or that it would impose terms or conditions that PG&E determines are impractical or inappropriate; (b) to formulate and implement appropriate criteria for the evaluation and selection of Proposals; (c) to negotiate with any Bidder; (d) to modify this RFP as it deems appropriate to implement the RFP and to comply with applicable law or other direction provided by the CPUC; and (e) to terminate this RFP at the CPUC's direction.

In addition, PG&E reserves the right to either suspend or terminate this RFP at any time for any reason whatsoever. PG&E will not be liable in any way, by reason of such withdrawal, rejection, suspension, termination or any other action described in this paragraph to any person, including any Bidder, whether or not the Bidder has submitted a Proposal. In the event of termination of the RFP for any reason, PG&E will not reimburse the Bidder for any expenses incurred in connection with the RFP regardless of whether such Bidder's Proposal is selected, not selected, rejected, or disqualified.

## 12.0 BIDDER'S PROPRIETARY INFORMATION

This RFP and other data appended or related to it are the property of PG&E and are delivered only for the purpose of enabling each potential Bidder to prepare and submit a Proposal in response thereto. The information contained or referred to in these specifications or appended to them is confidential and proprietary to PG&E and shall be returned to PG&E if requested by PG&E. Bidders shall not disclose or release any information contained in this RFP for any other use or purpose without the prior written approval by PG&E. PG&E may disclose any part of a Bidder's response to the CPUC, Peer Review Group, or to any other authority or constituency, as required by its business. Bidder acknowledges that disclosure of its proposal may happen as described above as part of participating in this RFP.

## 13.0 LIMITATION OF REMEDIES

The Bidder expressly waives any and all other remedies, including, without limitation, compensatory and/or exemplary damages, restitution, injunctive relief, interest, costs, and/or attorneys' fees. Unless PG&E elects to do otherwise in its sole discretion, during the pendency of such a protest the RFP will continue as if the protest had not been filed, unless PG&E has elected to terminate the RFP.



## 14.0 SUPPLIER DIVERSITY

PG&E encourages companies interested in providing services to PG&E to support Supplier Diversity Purchasing through its purchasing and subcontracting practices.

In order for PG&E to include the Woman, Minority and Disabled Veteran Business Enterprise (WMDVBE) contractor or subcontractor in the Company's supplier diversity goals, the WMDVBE prime contractor or subcontractor must have a current verification by one of the following:

- CPUC's WMDVBE Clearinghouse (for woman- or minority-owned businesses); or
- Department of General Services (for disabled service veteran-owned businesses).

Verification can also be from one of the following CPUC Clearinghouse comparable agencies:

- National Minority Supplier Development Council (NMSDC) or a regional affiliate
- Women's Business Enterprise National Council (WBENC) or a regional affiliate
- Small Business Administration

### Supplier Diversity Sub-contracting Plan

The successful Bidder(s) will agree to a subcontracting plan, as part of their contract, to support PG&E's commitment to utilize Diverse Suppliers as outlined below. The term subcontractor referred to in this plan applies to subcontractors that provide a service, and sub suppliers that provide material, parts, assemblies or components.

PG&E is subject to General Order (GO) 156 of the CPUC. GO 156 establishes goals for each utility to purchase a minimum of 21.5% of its goods and services from WMDVBEs or Diverse Suppliers. Furthermore, GO 156 sets the following sub-goals: 15% minority; 5% women, and 1.5% disabled veteran-owned business enterprises.

GO 156 requires each utility to establish and maintain a subcontracting program to encourage its prime contractors to utilize Diverse subcontractors. GO 156 does not authorize or permit a utility to use set-asides, preferences, or quotas in administration of its WMDVBE program.

The successful Bidder will make good faith efforts to assist PG&E in meeting its goals through the implementation of Bidder's subcontracting plan. Such good faith efforts will be measured in evaluating Bidder's proposal.

The successful Bidder will be requested to submit an enrollment form and utilize PG&E's Supplier Diversity Management System (SDMS) for on-line reporting of spend with WMDVBEs for reporting periods as specified by PG&E.

To assist you in any diversity subcontracting efforts, you may contact the PG&E contact to person requesting Supplier Diversity Representative's assistance or you may conduct your own searches through the WMDVBE Clearinghouse at <http://www.cpuc.ca.gov/puc/supplierdiversity/clearing.htm>

## 15.0 ENVIRONMENTAL STATEMENT

Environmental protection and enhancement is one of our fundamental corporate priorities as PG&E recognizes a sound environmental policy and sound business practices go hand in hand. PG&E expects companies interested in providing services to PG&E will contribute in the environmental arena by conducting all aspects of it's services in an environmentally sensitive manner, which maintains and, when feasible, improves the quality of the environment.

"At PG&E, we are committed to being an environmental leader and demonstrating this through our actions. We pledge to think creatively, work cooperatively and be results-oriented in our environmental stewardship efforts." In alignment with our company environmental policy, PG&E expects our commitment to environmental stewardship to be reflected throughout our supply chain. We will work collaboratively and in partnership with our suppliers to encourage innovative and sustainable ideas, products, services and operations to continually reduce harmful effects on human health and the environment with the following "CoOps" objectives:

- Commitment: to be more environmentally responsible
  - Establish an environmental policy framework
  - Develop a sustainability report
- Outreach: to educate others about environmental responsibility
  - Mentoring program for suppliers
  - Community programs
  - Employee programs
- Operations: to reduce environmental impacts
  - Greenhouse gas emissions
  - Energy use
  - Water use
  - Recycled and non-recycled waste
- Products and Services: environmentally friendly
  - Purchase or produce products and services that are green and environmentally friendly
- Supplier Collaboration: environmental partnerships
  - Sharing best practices and engaging in joint environmental projects with PG&E, PG&E partners and/or other PG&E suppliers

Preference shall be given to the purchase of environmentally-preferable products and services as long as they meet or exceed our performance needs and are available at a reasonable price. For additional information regarding PG&E's Green Supply Chain Program or how to become a part of the green initiative, please email [GreenSupplyChain@pge.com](mailto:GreenSupplyChain@pge.com).

## 16.0 SAFETY STATEMENT

PG&E is committed to maintaining and promoting job safety and health for our employees, customers and the general public, and we expect companies interested in performing services for PG&E to do the same. We are committed to working with companies who conduct their services safely by providing adequate training and a safe work environment.

## 17.0 ETHICS STATEMENT

PG&E stresses the importance of integrity, honesty, professionalism and ethical business conduct to all of its employees and its contractors. PG&E expects that companies interested in providing services to PG&E will conduct business with the same emphasis on integrity, honesty, professionalism and ethical business conduct.