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March 6, 2026

VIA EMAIL ONLY

EDTariffUnit@cpuc.ca.gov

**Advice Letter 287-E
(U 933-E)**

California Public Utilities Commission
Energy Division, Tariff Unit
505 Van Ness Avenue, 4th Floor
San Francisco, CA 94102-3298

Subject: Liberty Utilities (CalPeco Electric) LLC (U-933 E) – Request for Expedited Approval of its Request for Proposals for Short-Term Energy Supply and Management Services for Electric Supply Following Expiration of Existing Full Services Agreement with NV Energy, Inc.

Liberty Utilities (CalPeco Electric) LLC (U 933-E) (“Liberty”) submits this **Tier 3** Advice Letter to request expedited approval to conduct a Request for Proposals and subsequent agreement(s) for Energy Management Services and related supply arrangements for the service territory to follow the end of the existing Energy Services Agreement (“ESA”) with NV Energy. Liberty makes this request in the context of the approved 2022 Integrated Resource Plan (“IRP”) submission because the currently effective IRP assumed that the NV Energy ESA structure would remain available to Liberty, but exigent circumstances have caused that to no longer be the case.

Background

On January 7, 2026, the Commission approved AL 279-E which authorized the current extension of the full-requirements Energy Services Agreement with NV Energy.¹ During the negotiations for a longer-term extension of the full-services ESA, NV Energy informed Liberty that it could no longer provide full-requirements services, and that Liberty must arrange for its own supply in 2027. This change of stance by NV Energy was a surprise to Liberty and necessitates immediate action to replace NV Energy with another entity that can provide a similar set of energy management and supply services.

The current NV Energy ESA that provides energy and capacity to Liberty will end on May 2027, when NV Energy’s new Greenlink-West transmission line is expected to be operational. Because of this impending deadline, Liberty must *immediately* deviate from its adopted IRP and

¹ The NV Energy ESA Extension was filed in FERC Docket ER26-534-000, and authorized by letter order dated January 13, 2026.

develop and make operational new arrangements to support the provision of energy and capacity by March 2027, ahead of the May 2027 cut-over date. Upon termination of the NV Energy ESA, deliveries into the Liberty service territory will be made under an existing FERC-jurisdictional NV Energy Network Integration Transmission Service Agreement (“NITSA”) that is effective through 2048.²

Liberty makes this request pursuant to its Integrated Resource Plan (“IRP”) submissions made in September 2020 and November 2022.³ At the time of its 2020 IRP, Liberty informed the Commission that its prior plan to develop its own supply portfolio with the assistance of third parties had to be suspended due to the lack of transmission capacity in the northern NV Energy footprint.⁴ In its 2022 IRP submission, Liberty detailed its intent to continue indefinitely as a full-requirements customer of NV Energy because that service structure provided the best outcome for customers under various scenarios analyzed by Liberty. Accordingly, the last approved IRP assumed a continuing forward resource planning approach utilizing full-requirements arrangements with NV Energy which incorporates Liberty’s renewables production from its Luning and Turquoise solar projects, plus additional renewables, conventional energy and balancing by NV Energy.

Unfortunately, NV Energy, citing its own resource needs, declined to extend the full-services arrangement beyond the later of May 2027 or when the Greenlink-West transmission project becomes operational. Accordingly, Liberty must now take expedited steps to replace the prior arrangement that was presumed to be available in the last IRP with a new structure that is intended to provide a set of supply and services similar to the ESA arrangement with NV Energy utilizing the NITSA for transmission to the Liberty service territory.

It is critical to acknowledge the market circumstances that currently exist in the northern NV Energy territory. The market for new resources is extremely competitive as a number of entities are seeking to add large loads such as data centers into the area.⁵ NV Energy itself is seeking to add a significant quantity of new resources including renewables and storage.⁶ Transmission

² Amended and Restated Service Agreement for Network Integration Transmission Service Between Sierra Pacific Power Co. d/b/a NV Energy and Liberty Utilities (CalPeco Electric) LLC, February 13, 2022 (Service Agreement No. 19-00025).

³ The 2022 IRP submission was supplemented by AL 239-E, May 1, 2024, and accepted with an effective date of July 29, 2024.

⁴ See Liberty’s October 15, 2021, September 30, 2020, Updated Liberty Utilities (CalPeco Electric) LLC (2020 Integrated Resource Plan, Attachment 1, Non-Standard Plan, pages 2-3, posted at <https://docs.cpuc.ca.gov/SearchRes.aspx?DocFormat=ALL&DocID=415275481>.

⁵ For example, see NV Energy’s discussion of the construction in the Tahoe Reno Industrial Center (“TRIC”) / Fernley Area Master Plan where new large loads are seeking interconnections along with generation and transmission development in NV Energy’s February 27, 2026 Action Plan Progress Report Pursuant to NAC § 704.9498 for the Action Plan Period 2025-2027, PUCN Docket 26-2031, available via <https://pucweb1.state.nv.us/PUC2/Dktinfo.aspx?Util=Electric>.

⁶ Ibid.

service is currently severely constrained for new interconnections, and will be partially relieved when Greenlink-West comes online, and further relieved later should the Greenlink-North project be approved and constructed. It is against this background that NV Energy decided it could no longer provide full requirements to Liberty, and to which Liberty must now immediately secure replacement services and supply.

A Tier 3 advice letter is appropriate under the circumstances because of the presumption inherent to the adopted IRP applicable to Liberty and approved by D.24-02-047 and supplemental AL 239-E. The request made here does not raise important policy questions as it is effectively a continuation of the current full-services resourcing approach approved for Liberty, albeit with a change of provider. As noted above, Liberty assumed in its IRP that NV Energy would continue to provide a full-services at cost of service rates.⁷ The 2022 IRP states:

Because of the recent developments in the northern Nevada transmission system, namely the Greenlink Initiative and Western RTO developments, Liberty is pivoting its strategy towards developing a portfolio that leverages the existing full-requirements relationship with NV Energy instead of aiming to terminate the service as soon as possible in favor of a bilateral energy procurement strategy. As a result, the objective of the resource planning process for this IRP cycle focused on optimizing a resourcing path for Liberty while remaining largely inside the existing 2021 NV Energy ESA framework. (2022 IRP, page 11.)

Because of NV Energy's recent decision, Liberty must immediately alter the Commission-approved resourcing approach approved in 2024 in order to secure the services necessary to provide reliable and affordable supply supplies for our customers into the future. To this end, Liberty will issue a solicitation for a suite of services from qualified bidders to ensure supply sufficiency, continue compliance with the RPS program, manage transmission and resource scheduling, and assist Liberty in developing a portfolio that benefits customers.

The current IRP docket, R.25-06-019, focuses primarily on those LSEs located within the California Independent System Operator ("CAISO") footprint, which does not apply to Liberty. The schedule for the current IRP proceeding cannot address Liberty's immediate need within the timeframe needed to effectuate the replacement of the NV Energy ESA. Because Liberty seeks to replace the existing resourcing structure currently provided by NV Energy with a energy management agreement with a third party, the request made here is effectively a replacement of the currently approved resource planning approach in place for Liberty. This urgent request should not raise new or important policy issues should not trigger the need for hearings, and

⁷ See Liberty's 2022 IRP filing (public) version posted at <https://docs.cpuc.ca.gov/SearchRes.aspx?DocFormat=ALL&DocID=498092954>, and D.24-02-047, page 42.

requires immediate action due to circumstances outside of Liberty's control. Liberty will address its longer-term resourcing strategy in its next non-standard IRP submission in 2026, after the initial arrangements requested here are in place.

Requested Authority

Liberty requests that the Commission authorize it to immediately effectuate the replacement of the NV Energy ESA with agreement(s) secured via a competitive solicitation for a similar set of services to supply and manage the energy and capacity needs of its customers. This will include provision and scheduling of supply from within or imported through the NV Energy balancing authority under the current NITSA. It will involve the integration of Liberty's existing renewable resources, potentially additional renewables and/or RECs, as well as other balancing and reliability requirements applicable within the NV Energy balancing authority per FERC-approved tariffs. Liberty proposes an initial term of five years, with an option to extend on mutual agreement. This term is appropriate because of the effort to coordinate and secure reasonable resource options that will provide continuity over time. The draft solicitation materials and details on the services sought are provided in Exhibit 1.

Exhibit 2 is a confidential evaluation document that outlines the indicative approach to reviewing the bids received. Because Liberty is seeking responses from entities able to provide either a one-stop suite of services or distinct services and supplies to be integrated in a way that best serves customers, the evaluation standard must be sufficiently flexible. But the touchstone for the evaluation will be what arrangements best provide customer value while minimizing risks.

Upon completion of the solicitation, evaluation and agreement negotiation processes, Liberty will present the proposed agreement(s) for Commission approval via a Tier 3 advice letter referencing the request made here, and showing that the results are just and reasonable. Liberty will present confidential information regarding the proposals received and its analysis of which suite of arrangements best serves customers' interests. Liberty will then follow-up in the current IRP docket with additional description of how it intends to achieve state policies on renewables and decarbonization over the much longer planning horizon contemplated by the IRP.

Public Safety

There are no direct safety implications for the approval sought here. The agreement(s) that will ultimately be executed will include provisions for the energy manager to ensure that applicable safety-related requirements are followed by itself and any entity that supplies resources.

Compliance with the Interim Greenhouse Gas Emissions Performance Standard ("EPS")

California Public Utilities Code Sections 8340 and 8341 require the Commission to consider emissions associated with new long-term (five years or greater) power contracts procured on behalf of California ratepayers. When Liberty presents the agreement(s) for approval, it will specifically address EPS compliance in light of the term requested. In the alternative, because the specific resources that will be used to provide full-requirements are not identifiable at this time, and because Liberty currently has no other realistic alternative path to replacing the NV

Energy ESA for the capacity and energy needed for reliable operations, Liberty requests that the Commission acknowledge that the reliability exemption from the EPS requirements be deemed applicable on the grounds that Liberty currently has no other options for the delivery of capacity and energy needed to ensure Liberty's system reliability after expiration of the NV Energy ESA.

Renewables Portfolio Standard ("RPS") Compliance

Liberty currently achieves RPS compliance through a combination of bundled energy and RECs from its Luning and Turquoise solar projects, additional bundled renewables from NV Energy, and unbundled RECs procured from the market. Because Liberty is not located within a California balancing authority area, the procurement content categories in the RPS statute are not applicable. Accordingly, Liberty will assess responses to the solicitation with an eye toward securing reasonably priced bundled renewable energy, but may opt to rely on the use of unbundled RECs if that approach presents more favorable for customers. RPS compliance and costs will be addressed when the solicitation results are presented in the subsequent Tier 3 AL.

Effective Date

Liberty requests that this Tier 3 advice filing become effective as soon as possible but not later than May 14, 2026 given the timing demands associated with issuing the solicitation, evaluating responses and negotiating agreement(s) and presenting those agreement(s) to be Commission for approval ahead of the March 2027 when Liberty needs the supply structure to be in place and operational.

Response or Protests

Anyone may respond to or protest this advice letter. A response supports the filing and may contain information that proves useful to the Commission in evaluating the advice letter. A protest objects to the advice letter in whole or in part and must set forth the specific grounds on which it is based. A protest must state the facts constituting the grounds for the protest, the effect that approval of the advice letter might have on the protestant, and the reasons the protestant believes the advice letter, or a part of it, is not justified. A protest shall provide citations or proofs where available to allow staff to properly consider the protest. A response or protest must be made in writing or by electronic mail and must be received by the Energy Division within 20 days of the date this advice letter is filed.

All responses and protests should be sent to:

California Public Utilities Commission
Energy Division, Tariff Unit
505 Van Ness Avenue, 4th Floor
San Francisco, CA 94102-3298
Facsimile: (415) 703-2200
Email: edtariffunit@cpuc.ca.gov

On the same date the response or protest is submitted to the Energy Division, the respondent or

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protestant shall send a copy by mail (or e-mail) to Liberty CalPeco, addressed to:

Liberty Utilities (CalPeco Electric) LLC
Attn.: Advice Letter Protests
933 Eloise Avenue
South Lake Tahoe, CA 96150
Email: Dan.Marsh@libertyutilities.com

If you have not received a reply to your protest within 10 business days, contact Dan Marsh at (530) 721-2435.

Notice

In accordance with General Order 96-B, Section 4.3, a copy of this advice letter is being sent electronically and via U.S. mail on March 6, 2026, to parties shown on the attached list.

Conclusion

Liberty respectfully requests that the Commission approve this Advice Letter with an effective date of no later than May 14, 2026.

If additional information is required, please do not hesitate to contact me.

Sincerely,

/s/ Dan Marsh

Dan Marsh
Director, Rates and Regulatory Affairs

cc: Liberty General Order 96-B Service List

Enclosures: Exhibit 1: Solicitation Materials
Exhibit 2: Confidential Evaluation Criteria

Liberty Utilities (CalPeco Electric) LLC
Advice Letter Filing Service List
General Order 96-B, Section 4.3

VIA EMAIL

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Exhibit 1
Solicitation Materials
(Public)



**Request for Proposal for:
Energy Management Agreement with Net Requirements Service that
includes Energy Delivery & Scheduling Coordinator Services**

**RFP Posting Date:
Response Deadline:**

Liberty Utilities (CalPeco Electric) LLC (“Liberty”) issues this request for proposals (“RFP”) to solicit competitive proposals from qualified firms for energy supply and scheduling services for Liberty to serve its customers. Liberty will be selecting a single entity to provide the supply and services outlined here.

Background

Liberty Utilities (CalPeco Electric), LLC (“Liberty”), a subsidiary of Algonquin Power and Utilities Corp., acquired what is now called California Pacific Electric Company (“CalPeco”) from NV Energy, Inc. on December 21, 2012. Liberty provides electric service to the Lake Tahoe region in California for approximately 49,000 customers. The peak load on Liberty’s system is 141 MW, which occurred in December 2017, and the rolling 12-month peak wholesale load was 634,000 MWh at the end of April 2023. Liberty is subject to regulatory oversight by the California Public Utilities Commission (“CPUC”).

Liberty is owner of the 50 MW Luning solar facility located in Nevada, generating approximately 145,000 MWh/year and an additional Nevada-based 10 MW Turquoise solar facility generating approximately 28,000 MWh/year.

Liberty’s electrical system is interconnected at 38 points with NV Energy with limited electrical interconnections with other electrical grids and is not a part of the electrical grid controlled by the CAISO. Instead, Liberty’s service area falls within NV Energy’s Balancing Authority Area.

Liberty currently receives Full Requirements Service from NV Energy to meet the resource needs of its customers receiving Energy Supply (as defined in Liberty’s CA Tariff Rule 1), which include capacity, energy, network transmission service, ancillary services pursuant to an energy services agreement (“ESA”) with NV Energy. The current ESA will be expiring on May 31, 2027, or upon

the completion of facilities (“Greenlink West¹”) that will make available sufficient capacity NVE to grant Liberty Network Integration Transmission Service for its entire Network load.

A net services and energy management agreement would be dependent on Liberty’s Network Integration Transmission Service Agreement (“NITSA”) taking effect. Currently, service under the NITSA shall commence on the date when construction of any Direct Assignment Facilities and/or Network Upgrades are completed (i.e. Greenlink West). Service under this agreement shall terminate on January 1, 2049.

Liberty must comply with California’s Renewables Portfolio Standard (“RPS”) Program. Under the RPS, retail sellers are required to procure eligible renewable energy credits (“REC”) so that the amount of electricity generated from eligible renewable energy credits equals an average of 60% of total retail sales to customers in California by 2030. Additionally, Senate Bill (SB) 350 requires 65% of RPS procurement to be derived from long-term contracts of 10 or more years. Liberty is allowed to procure bundled and unbundled RECs to meet its requirements. Currently, Luning, Turquoise, and NVE provide renewable energy to Liberty to help meet its RPS requirements. RPS requirements are currently met by netting the production of the Renewable Generator pursuant to an ESA with NV Energy.

This RFP seeks Proposals from Respondents offering these services (as further defined below). The selected supplier needs to allow for, and assist in, the delivery of traditional generation resources that may be provided to Liberty from suppliers located either within NV Energy Balancing Authority or imports from outside the NV Energy Balancing Authority during the term of an Energy Services Agreement entered into pursuant to this RFP. Liberty would take ownership of all RECs associated with the underlying bundled RPS-eligible electricity. Any proposal including renewable energy must show that RECs will be issued, tracked and retired through the Western Renewable Energy Generation Information System (“WREGIS”).

To help meet RPS requirements, proposals for renewable energy as described are encouraged and may receive a higher rating upon bid evaluation.

RFP Scope of Services

The purpose of this RFP is to obtain responses setting forth terms and conditions on which a single, qualifying Respondent would be able to provide the scope of services set forth below. Liberty intends to select a Respondent to provide a firm block of energy and provide energy service obligations to meet its energy service obligations to its customers including scheduling and coordinating.

1. The Respondents should propose services for a minimum of a 5-year term designed to meet the following objectives beginning June 1, 2027:
 - The Respondents should propose an energy supply under a commercially accepted agreement. The supply should be designed to meet the following objectives beginning June 1, 2027:

¹ The latest information on Greenlink West can be found here: <https://www.nvenergy.com/cleanenergy/greenlink-nevada>

- Meet all of the requirements of a Certified Scheduling Coordinator as defined in Section 36 of the NV Energy OATT.
 - Deliver firm energy on behalf of Liberty at an agreed Point of Receipt (POR) to serve 100% of Liberty's net load requirements.
 - Submit Transmission Service Reservations on behalf of Liberty on the OATI WestTrans system.
 - Schedule energy delivery and issue all applicable E-Tags, including but not limited to energy received from the Renewable Generators and supplied under Scope 1 that can be used to meet Liberty's load
 - Manage all required transmission rights, ancillary service charges, and associated tariffs.
 - Supply firm capacity to meet applicable resource adequacy requirements, including NV Energy's reliability requirements.
2. Proposals will be to satisfy Liberty's instantaneous energy requirements. Respondents may use the following data provided by Liberty in developing proposals:
 - a. Liberty hourly load from January 1, 2017 through December 31, 2024
 - b. Liberty monthly loads from January 1, 2017 through December 31, 2024
 - c. Liberty monthly load coincident with NV Energy's system peak loads from January 1, 2017 through December 31, 2024
 3. The Respondent may transmit power as required in 2 above from 1: Sources within the NV Energy BA or 2) Sources outside of the NV Energy BA to the NV Energy Point of Delivery ("POD") at the Midpoint 345 kV (or Alternate) POD on the NV Energy system and utilize Liberty's Network Integration Transmission Service ("NITS") rights to deliver all energy and ancillary services to the Liberty Designated Network Load within the NV Energy Balancing Area Authority. In performing the duties of a Certified Scheduling Coordinator, Respondents will (on behalf of Liberty) deliver firm energy to the POR and act on behalf of Liberty as required of a Network Transmission Customer in compliance with NV Energy's OATT.
 4. Fixed pricing shall be offered at a cost per megawatt-hour of energy (\$/MWh) delivered at the Liberty POD. Proposed pricing may vary by month and On-Peak or Off-Peak. Five year initial term with negotiated annual renewals.

Assumptions:

- Contractor must be legally authorized to sell power and qualified and able to deliver such power at the POR.
- The energy provider will provide access to day ahead and hour ahead estimates according to the Western Electricity Coordinating Council (“WECC”) protocol (plus fifteen minutes for hourly data), of the expected energy needs. Liberty will provide access to the hourly facility load data.
- The energy provider will be responsible for scheduling Liberty’s Luning and Turquoise resource(s), pre-scheduling Liberty’s native load and making adjustments to schedules on a continuous basis to minimize imbalances. The energy provider will be responsible for imbalance transactions and costs.
- Delivery shall be WSPP Schedule C, Firm energy subject to Liquidated Damages. Other forms of wholesale power purchase agreements will be considered.
 - “On-Peak” shall be defined as HE 0700 through HE 2200 PPT (16 hrs/day) Monday through Saturday, except for NERC Holidays (Liberty is a winter-peaking utility). “Off-Peak” are all remaining hours.
- Contractor shall work with Liberty to assure compliance with existing and potential future changes to applicable CPUC and any other applicable regulatory agency requirements, guidelines and standards throughout the Term of the agreement.

Proposal Submission Required Elements

1. **Transmittal Letter:** A brief statement of the Proposer’s understanding of the work to be done and commitment to perform the work as scheduled, including a summary of any and all exceptions taken to the scope of services requirements, statement of work, specifications, and reference to any proposed contractual terms and conditions required by the Proposer. An officer authorized to bind must sign the proposal on behalf of the Proposer.
2. **Applicant Information:** Provide legal name of the company, physical street address, e-mail address, telephone, name and title of individuals authorized to represent the Respondent and the names of all affiliates or organizations with a controlling interest in the company or its affiliates.
3. **Term:** The term is a minimum of 5 years with an option to renew.
4. **Proposal:** Provide a description of the proposed services, how it meets each of the Scopes of this RFP, a detailed description addressing all of the Scope of Services, as well as any tasks, task elements and/or functions that are not part of the proposal.
5. **NDA:** An executed non-disclosure agreement between the Respondent and Liberty is required.
6. **Fees:** Pricing should be made based on good faith estimates of the requirements defined in

this RFP. Provide detailed specific examples or estimates of the fees.

7. **Timeline:** Provide a timeline for transaction development and implementation for each potential option.
8. **Experience:** In addition to providing technical responses to the specific scope of work described above, Respondent will separately provide information on each of the following:
 - a) State the full name and address of your organization and, if applicable, any branch office that will perform work on this project.
 - b) Describe your company's plan for managing this particular project and clearly identify project participants and the members of your management team that would be responsible for providing services to Liberty.
 - c) Provide a brief overview of your company, including organizational structure, number of employees, number of years the company has been in business, number of years the company has provided energy scheduling coordinator services, technology support resources, FERC market based rate authority references, and a list of representative clients.
 - d) Describe your firm's experience as may be applicable to this RFP, including management qualifications, years and descriptions of experience in energy scheduling coordinator services, and other contract-related qualifications.
 - e) Describe your firm's experience, if any, with assisting or providing services to clients in California, Nevada, or other western states.
 - f) State whether proposer will use subcontractors to perform services pursuant to the contract. Should the use of subcontractors be offered, the proposer shall provide the same assurances of competence for the subcontractor, plus the demonstrated ability to manage and supervise the subcontracted work. Subcontractors shall not be allowed to further subcontract with others for work. The provisions of any contract resulting from this RFP shall apply to all subcontractors in the same manner as to the proposer.
 - g) Respondent shall indicate any and all pending litigation that could affect the viability of Respondent's proposal, continuance of existing contracts, operation or financial stability.
 - h) Identify whether any key employees have ever been disciplined, suspended, cited, disbarred, censured, or subject to an investigation by any court or regulatory body responsible for oversight of the key employee in connection with services in the energy industry.
 - i) Provide the name, address, and telephone number of three or more current clients that can serve as a reference.
 - j) Provide at least two years of independently audited financial statements, credit ratings from at least two credit agencies and any credit bureau reports applicable to the Respondent. Briefly describe your company's financial position and financial and other resources available in connection with the performance of the services.
 - k) Describe whether the Proposer has, within the last five years, rendered any service to

Liberty, or its affiliates, either as a contractor or subcontractor, either under the current proposer's name or any other name or organization. If so, please provide details (status as prime or subcontractor, brief description of the contract, contract start and end dates, the contract administrator name, and total actual contract expenditures).

- l) If the Proposer has not rendered any service within the last five years to Liberty, then please provide references over that period with the requested details described above including the counterparty for which services were provided.
- m) Identify existing projects or programs which Respondent developed and/or operates similar to service requested by Liberty.
- n) Identify expectations from Respondent including requirements definition, strategy refinement, and staffing requirements to support implementation methodology.
- o) Identify any regulatory fines or penalties Respondent has been subject to in the last five years.

Proposal Terms and Conditions

1. Liberty reserves the right to cancel this RFP at any time, reject any and all proposals and to waive irregularities.
2. Liberty shall determine at its sole discretion the value of any and/or all proposals including price and non-price attributes.
3. Liberty shall perform an initial screening evaluation to identify and eliminate any Proposals that are not responsive to the RFP, do not meet the minimum requirements set forth in the RFP, are clearly not economically competitive with other proposals, or are submitted by Proposers that lack appropriate creditworthiness, sufficient financial resources, or qualifications to provide dependable and reliable services.
4. Liberty reserves the right to submit follow up questions or inquiries to request clarification of information submitted and to request additional information from any one or more of the Respondents.
5. Liberty reserves the right, without qualification and in its sole discretion, to accept or reject any or all proposals for any reason without explanation to the Respondent, or to make the award to that Respondent, who, in the sole opinion of Liberty, is in the best interests of Liberty and will provide the most value to Liberty and its customers.
6. Liberty may decline to enter into any potential engagement agreement or contract with any Respondent, terminate negotiations with any Respondent, or to abandon the request for qualification process in its entirety.
7. Liberty reserves the right to make an award, irrespective of price or technical ability, if Liberty determines that to do so is in the best interests of Liberty and its customers and will provide the most value to Liberty and its customers.
8. Those Respondents who submit Proposals agree to do so without legal recourse against Liberty, their directors, officers, employees and agents for rejection of their Proposal(s) or for failure to execute or act on their Proposal for any reason.
9. Liberty shall not be liable to any Respondent or party in law or equity for any reason

whatsoever for any acts or omissions arising out of or in connection with this request for proposals.

10. Liberty shall not be liable for any costs incurred by any Respondents in preparing any information for submission in connection with this RFP process or any and all costs resulting from responding to this RFP. Any and all such costs whatsoever shall remain the sole responsibility of the Respondent
11. Liberty is not responsible or liable for individual interactions with the Respondent which are not entirely conducted through Liberty or at Liberty's option or election to engage the Respondent as defined within the Terms and Conditions herein.
12. Submission of a Proposal constitutes acknowledgement that the proposer has read and agrees to be bound by the terms and specifications of this RFP and any addenda subsequently issued prior to the due date for a Proposal.
13. Information in this RFP is accurate to the best of Liberty's knowledge but is not guaranteed to be correct. Proposers are expected to complete all of their due diligence activities prior to entering into any final contract negotiations with Liberty.
14. Liberty reserves the right to reject any Proposal for any reason without cause. Liberty reserves the right to enter into relationships with more than one vendor, can choose not to proceed with any Proposer with respect to one or more categories of services, and can choose to suspend this RFP or to issue a new RFP that would supersede and replace this one.
15. Liberty is subject to regulatory oversight by the CPUC, and anticipates filing the executed Agreement(s) with the CPUC for its review and approval. Liberty may, at its sole discretion, instead file and seek CPUC review and approval of an Agreement prior to its final execution, which lacks only specified energy and/or capacity price(s) for the Products and Services to be provided ("Final Stage Agreement"). Whether Liberty files an executed Agreement or a Final Stage Agreement, the validity and effectiveness of any such Agreement is expressly conditioned on Liberty's receipt of Regulatory Approval of the filed Agreement. "Regulatory Approval" means a final and non-appealable order or orders from the CPUC, without conditions or modifications unacceptable to Liberty, finding Liberty's entry into and performance under the Agreement to be reasonable. Should the CPUC direct changes to the terms and conditions, the parties will be expected to undertake commercially reasonable efforts to amend the agreement to satisfy CPUC regulatory requirements.
16. Liberty agrees that it will treat the information it receives from Respondents in a confidential manner and will not, except as required by law or regulatory authority, disclose such information to any third party or use such information for any purpose other than in connection with this RFP.

Additional Requirements for Proposal

1. **Consideration of Responses:** Submitted proposals should be prepared simply and economically, without the inclusion of unnecessary promotional materials. Proposals should be submitted on duplex copied (double-sided pages) where possible.
2. **Insurance, Licensing, or other Certification:** If selected, the proposer will be required to

maintain sufficient insurance, licenses, or other required certifications for the type of work being performed. Liberty may require specific insurance coverage to be established and maintained during the course of work and as a condition of award or continuation of contract.

3. **Non-Discrimination/Equal Employment Practices/Affirmative Action Plan:** If selected, the proposer and each of its known subcontractors may be required to complete and file an acceptable Affirmative Action Plan.
4. **Liberty-Furnished Property:** Liberty or participating utility drawings, specifications, and other media furnished for the Provider's use shall not be furnished to others without written authorization from the source agency.
5. **Contractor-Furnished Property:** Upon completion of all work under any Agreement entered with Liberty, ownership and title to reports, documents, drawings, specifications, estimates, and any other document produced as a result of the Agreement shall automatically be vested to Liberty and no further agreement will be necessary for the transfer of ownership to Liberty. Liberty has the sole right to distribute, reproduce, publish, license, or grant permission use all or portion of the deliverable documentation or presentations.

Schedule

Liberty RFP for Energy Scheduling Services Selection Process	
Schedule of Requirements	Date(s)
Issue RFP	
Responses Due	
Review of Responses	
Further negotiations and Interviews (if necessary)	
Selection of Respondent	
Execute agreements with Respondent	
File agreements with the CPUC & FERC, as necessary	
Liberty RFP for Energy Scheduling Services Selection Process	
Schedule of Requirements	Date(s)
Service Begins	June 1, 2027

Proposal Submission Delivery Requirements

There will be no initial Proposer's conference associated with this RFP. Clarification questions may be addressed to: CalPecoEnergySupply@Libertyutilities.com

All responses, including a transmittal letter of authentic offer with original authority signature and any supporting documentation, should be delivered prior to 5:00 p.m. PST on [DATE] to CalPecoEnergySupply@Libertyutilities.com

Except as specified above, no contact shall be made with any employee of Liberty Utilities or its affiliates, its Board of Directors, committees or working group representatives, concerning this RFP.

Exhibit 2
Evaluation Criteria
(Confidential and Excluded from the Advice Letter)



ADVICE LETTER SUMMARY

ENERGY UTILITY



MUST BE COMPLETED BY UTILITY (Attach additional pages as needed)

Company name/CPUC Utility No.: Liberty Utilities (CalPeco Electric) LLC (U-933 E)

Utility type:

- ELC GAS WATER
 PLC HEAT

Contact Person: Elly O'Doherty

Phone #: 530-807-8987

E-mail: Elly.Odoherty@libertyutilities.com

E-mail Disposition Notice to: AnnMarie.Sanchez@libertyutilities.com

EXPLANATION OF UTILITY TYPE

ELC = Electric GAS = Gas WATER = Water
 PLC = Pipeline HEAT = Heat

(Date Submitted / Received Stamp by CPUC)

Advice Letter (AL) #: 287-E

Tier Designation: 3

Subject of AL: Request for Expedited Approval of its Request for Proposals for Short-Term Energy Supply and Management Services for Electric Supply Following Expiration of Existing Full Services Agreement with NV Energy, Inc.

Keywords (choose from CPUC listing): Agreements

AL Type: Monthly Quarterly Annual One-Time Other:

If AL submitted in compliance with a Commission order, indicate relevant Decision/Resolution #:

Does AL replace a withdrawn or rejected AL? If so, identify the prior AL: N/A

Summarize differences between the AL and the prior withdrawn or rejected AL: N/A

Confidential treatment requested? Yes No

If yes, specification of confidential information:

Confidential information will be made available to appropriate parties who execute a nondisclosure agreement. Name and contact information to request nondisclosure agreement/ access to confidential information:

Resolution required? Yes No

Requested effective date: 5/14/26

No. of tariff sheets: 0

Estimated system annual revenue effect (%):

Estimated system average rate effect (%):

When rates are affected by AL, include attachment in AL showing average rate effects on customer classes (residential, small commercial, large C/I, agricultural, lighting).

Tariff schedules affected:

Service affected and changes proposed¹: see advice letter

Pending advice letters that revise the same tariff sheets: N/A

¹Discuss in AL if more space is needed.

Protests and all other correspondence regarding this AL are due no later than 20 days after the date of this submittal, unless otherwise authorized by the Commission, and shall be sent to:

CPUC, Energy Division
Attention: Tariff Unit
505 Van Ness Avenue
San Francisco, CA 94102
Email: EDTariffUnit@cpuc.ca.gov

Name: Elly O'Doherty
Title: Manager, Rates and Regulatory Affairs
Utility Name: Liberty Utilities (CalPeco Electric) LLC
Address: 9750 Washburn Road
City: Downey State: California
Telephone (xxx) xxx-xxxx: 530-807-8987
Facsimile (xxx) xxx-xxxx:
Email: Elly.Odoherty@libertyutilities.com

Name: AnnMarie Sanchez
Title: Coordinator
Utility Name: Liberty Utilities (California)
Address: 9750 Washburn Road
City: Downey State: California
Telephone (xxx) xxx-xxxx: 562-805-2052
Facsimile (xxx) xxx-xxxx:
Email: AnnMarie.Sanchez@libertyutilities.com

ENERGY Advice Letter Keywords

Affiliate	Direct Access	Preliminary Statement
Agreements	Disconnect Service	Procurement
Agriculture	ECAC / Energy Cost Adjustment	Qualifying Facility
Avoided Cost	EOR / Enhanced Oil Recovery	Rebates
Balancing Account	Energy Charge	Refunds
Baseline	Energy Efficiency	Reliability
Bilingual	Establish Service	Re-MAT/Bio-MAT
Billings	Expand Service Area	Revenue Allocation
Bioenergy	Forms	Rule 21
Brokerage Fees	Franchise Fee / User Tax	Rules
CARE	G.O. 131-D	Section 851
CPUC Reimbursement Fee	GRC / General Rate Case	Self Generation
Capacity	Hazardous Waste	Service Area Map
Cogeneration	Increase Rates	Service Outage
Compliance	Interruptible Service	Solar
Conditions of Service	Interutility Transportation	Standby Service
Connection	LIEE / Low-Income Energy Efficiency	Storage
Conservation	LIRA / Low-Income Ratepayer Assistance	Street Lights
Consolidate Tariffs	Late Payment Charge	Surcharges
Contracts	Line Extensions	Tariffs
Core	Memorandum Account	Taxes
Credit	Metered Energy Efficiency	Text Changes
Curtable Service	Metering	Transformer
Customer Charge	Mobile Home Parks	Transition Cost
Customer Owned Generation	Name Change	Transmission Lines
Decrease Rates	Non-Core	Transportation Electrification
Demand Charge	Non-firm Service Contracts	Transportation Rates
Demand Side Fund	Nuclear	Undergrounding
Demand Side Management	Oil Pipelines	Voltage Discount
Demand Side Response	PBR / Performance Based Ratemaking	Wind Power
Deposits	Portfolio	Withdrawal of Service
Depreciation	Power Lines	