

Consolidated Edison Company of New York, Inc.

Request for Proposals

Non-Wires Solutions to Provide Demand Side Management for Sub transmission and Distribution System Load Relief

2019 Energy Storage System Request for Proposals

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2019 Water Street & Plymouth Street Non-wires Solutions Energy Storage System Request for Proposals

Revision History

Date	Version	Revisions
April 8, 2019	Initial Release	N/A

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1. Introduction

Consolidated Edison Company of New York, Inc. (“Con Edison”, or “The Company”) is requesting proposals for Energy Storage Systems (ESS) that can be incorporated into a broader Non-Wires Solution (NWS) portfolio currently in procurement and implementation. The Company seeks cost-effective, ESS technologies for operational availability starting as early as May 1, 2020 within the Water St and Plymouth St. targeted areas. Con Edison expects to enter into contracts with parties able to provide guaranteed load relief capacity for at least 10 concurrent summer seasons.

Respondents to this Request for Proposals (RFP) can be either solution providers or eligible customers in the defined NWS area. Projects can be proposed as Behind-the-meter (BTM) or Front-of-the-meter (FTM) solutions, with the expectation that the Company will prioritize solutions that are cost-effective and contribute the greatest benefits to ratepayers. Respondents may submit multiple ESS projects within their proposal and are limited to one proposal for each targeted area. Con Edison may choose to select individual projects and the respective incentive request within a proposal unless the Respondent specifically indicates that solutions are mutually exclusive or must be viewed as a comprehensive portfolio.

The NWS Energy Storage System Terms attached to this RFP (Appendix A) outlines the operational conditions expected for ESS solutions. Following awards, Con Edison will work with the selected awardees to enter into contracts. Responses to this RFP should reflect financial pricing and incentive requests consistent with operation of the ESS outlined.

A response to this RFP indicates to the Company that the Respondent is willing to enter into a contract that comprises:

- Con Edison purchasing, and the Respondent providing, full dispatch rights to the ESS Project during the Summer Capability Period (May 1 through September 30) with day-ahead notification of the dispatch, for the duration of 10 concurrent summer seasons.
- Con Edison reserving the right to dispatch the ESS resource at different times of the overload period and at different power levels with day ahead notification throughout the Summer Capability Period.
- The Respondent meeting the requirements of the Company, defined in the term sheet, as the primary dispatch obligation before providing Distribution Services to host-sites, applicable markets or any other obligation or arrangement.
- The Respondent securing Project sites that endure for 10 concurrent summer delivery periods.
- The Respondent entering into agreements with customer host-sites to provide demand charge savings and/or providing Distribution Services to applicable markets to maximize current and future revenue streams.
- The Respondent sharing revenue streams from market participation and any other financial transactions as a credit towards Con Edison’s Reservation Payment. The Shared Revenue split is 75%

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to Con Edison, 25% to the Respondent. Excludes revenue streams from customer demand bill savings and anticipated Retail Storage Bridge Incentive from NYSEDA.

- Con Edison receiving no compensation or bearing no cost or liability associated with Respondent agreements to Host-Sites or other Parties outside of the agreement between Con Edison and the Respondent.
- The Respondent not participating in or receiving compensation from Con Edison's Demand Response (e.g. CSR or DLR), or Demand Management Programs for duration of 10 Summer Capability Periods.
- The Respondent not participating in future Con Edison or other programs if they interfere with Con Edison's ability to fully dispatch the ESS unit(s) as part of this agreement.

If Con Edison no longer needs the Respondent's ESS solution for load relief before the conclusion of 10 Summer Capability Periods, the Company will notify the Respondent by April 1 prior to the next Summer Capability Period. In such circumstances the respondent is required to maximize market revenue streams to buy-down Con Edison's remaining Reservation Payments. Con Edison will continue making remaining Reservation Payments for the Contract Term less 75% of Shared Revenues (i.e., Market Revenues).

2. Water St. / Plymouth St. NWS Program Overview

Water St. / Plymouth St. NWS Program Background

Continued robust load growth in the Williamsburg and Prospect Park networks supplied by the Water Street Substation and in the Borough Hall network supplied by the Plymouth Street Substation is projected to create deficiencies at both stations within the next 10 years. To alleviate the projected deficiency a combination of traditional solutions would be necessary. The preliminary traditional solutions involved;

- Installing additional cooling systems on the transformers at the Water Street Substation as well as its supply station, Farragut Substation
- Installing additional cooling systems on the transformers at both the Plymouth Street Substation and at its supply station, Farragut Substation, as well as upgrading the 138 kV feeders associated with these transformers.
- Replacement of limiting sections of cable for three of the 138 kV feeders from Farragut to Plymouth feeders

The subsequent traditional solution, the Hudson Avenue Distribution Switching Station (HADSS) is planned to address additional load relief needs with a planned in-service date of 2022.

After the Company issued an RFP on October 31, 2017 for the Water and Plymouth Projects, the Company determined that it could implement NWS with a portfolio of solutions, eliminating the preliminary traditional

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solutions listed above to address the load relief needs from 2019-2021. The portfolio of solutions included implementation and procurement of energy efficiency, distributed generation (DG), and energy storage.

Starting in the summer of 2018, the Company began implementing supplemental energy efficiency programs in the Williamsburg and Prospect Park networks towards the goals of eliminating Water Street’s preliminary tradition solution. Con Edison also announced available incentives for Combined Heat and Power as well as Fuel Cell projects installed in the area by May 1, 2020 (for more information about these incentives, please contact DSM@coned.com).

The Company received ESS solutions as part of the original RFP and expects to build storage into the portfolio. In order to maximize benefits to ratepayers and provide a fair and equitable solicitation process for potential solution providers, the Company has decided to release this RFP for the ESS portion of the portfolio for Water and Plymouth Street, so battery solutions can be eligible for the NYSERDA bridge incentive.

The primary goal of this RFP is to procure energy storage resources to address load relief needs with prioritization given to solutions available starting May 1, 2020.

Load Relief Need

This NWS RFP has been issued to solicit ESS proposals to meet a total load relief need of approximately 14 MW in the Water Street and Plymouth Street substation areas in Brooklyn. The Company will give preference to projects operational by May 1, 2020, and will procure above the minimum needed, if possible. Table 1 below summarizes the targeted networks, peak hours and minimum incremental ESS capacity need for summers 2020 and 2021.

CECONY Substation Name	CECONY Electric Network	Overload Period/On-Peak Hours	Incremental Capacity: 2020-2021
Water Street	Williamsburg, Prospect Park	11 AM – 12 AM	6 MW -10 MW
Plymouth Street	Borough Hall	9 AM – 9 PM	3-4 MW

Table 1. Summary of Water St and Plymouth St Load Relief Need

3. Timeline

The Company has established the following schedule for RFP responses and important project milestones. Winning Respondents must comply with the schedule.

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Date	2019 Water St./Plymouth St. NWS ESS Program
April 8, 2019	Release Water St. /Plymouth St. NWS ESS RFP
April 17, 2019	NWS Update Webinar
April 19, 2019	Respondents submit clarification questions
April 26, 2019	Con Edison responds to clarification question
May 10, 2019	RFP Response deadline
May 31, 2019	RFP Award/Notification
July 16, 2019	Expected contract execution date
August 16, 2019	Security Requirement due for awarded proposals.
November 1, 2019	Customer Acquisition Deadline for May 1 2020 projects
January 15, 2020	Customer Acquisition Deadline for May 1, 2021 projects
May 1, 2020	Deadline for guaranteed ESS capacity installed and operational for summer performance
May 1, 2021	Deadline for guaranteed ESS capacity installed and operational for summer performance

Table 2: 2019 Water St. / Plymouth St. NWS ESS Program Timeline

4. Eligibility Requirements

Eligible RFP responses must ensure proposed projects adhere to the following criteria:

4.1. Water Street & Plymouth Street Areas

Eligible Projects must fall within the Water Street or Plymouth Street areas; see Appendix B for network area maps. The network maps provide an indicator of eligible customers’ locations; however Con Edison must verify customer eligibility using electric account numbers. The Company recommends that Respondents with customers that may fall within the targeted areas email DSM@coned.com to verify their network eligibility. Verification of customer eligibility is a requirement prior to project installation.

4.2. Qualifying Technologies

Qualifying technologies are limited to electric energy storage systems, though eligible ESS chemistries, materials, and manufacturers are not restricted. A project can be sited on either side of the customer’s electric meter (i.e. the project can be a Behind-the-Meter (BTM) or in Front-of-the-Meter (FTM) solution). The Company will prioritize and select cost-effective projects which bring the most benefits to ratepayers, including those that can provide direct customer value.

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4.3. Demand Reduction Requirement

There is no minimum Peak Demand Reduction requirement and individual ESS projects are limited to a maximum 5 MW of rated output. A proposed project or portfolio must be available to provide load reduction for a minimum of four (4) consecutive hours when called upon via day-ahead notification. Estimates of host site value from demand reduction should be included in the proposal.

4.4. Additional Technologies

Any awarded Con Edison NWS incentive will be limited to the ESS portion of the portfolio's technology mix. If your proposed solution includes other DG technologies for integration with the ESS system, such as solar photovoltaics, combined heat and power, fuel cells, or other generators, please note in the RFP response. Con Edison will not consider stand-alone distributed generation technologies as part of this RFP.

4.5. Project Completion

Winning proposals will demonstrate competency in acquiring customers, navigating permitting and interconnection requirements, and operating ESS technologies in accordance with the terms and conditions outlined in this RFP. See Appendix A for proposed terms and conditions for ESS projects. Respondents receiving awards under this RFP must have projects operationally available to Con Edison by May 1, 2020 and/or May 1, 2021. The Company will prioritize proposed solutions available starting May 1, 2020.

4.6. Operational Availability

Projects must be able to provide contracted load reduction services during the Overload Period, with day-ahead notification, of an NWS Event. Failure to meet contracted Peak Demand Reduction during NWS Event days may result in liquidated damages; refer to the NWS Energy Storage System Terms (Appendix A) for more details.

5. NWS ESS Program Requirements

5.1. NWS ESS Operational Period

Participation in this Con Edison NWS Program requires the ESS solution to operate according to program needs during the Summer Capability Period for ten (10) consecutive summers following installation. After this NWS ESS operational period, the respondent and the ESS asset are released from NWS Program obligations.

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5.2. Incentive Payment

Fifty percent of the awarded incentive amount will be paid upon installation and operation of the Project. Remaining incentive payments will be issued annually following the summer capability period and adjusted based upon performance verification and shared revenues. See Appendix A for additional information.

5.3. Other Incentives, Con Edison programs, and Market Revenues

Other Incentives: On March 11, 2019 the New York State Energy Research and Development Authority (NYSERDA) released its Energy Storage Market Acceleration Incentives Implementation Plan. The Retail Storage Program described therein provides an additional potential source of funds to reduce the level of incentive requested from Con Edison and improve project economics. Con Edison expects that RFP Respondents will also seek the NYSEDA Retail Storage Incentive to fund projects. Please visit New York State Department of Public Service ([Case 18-E-0130](#)) for information regarding NYSEDA's proposed [Energy Storage Retail Incentive Program](#). More information on NYSEDA's Energy Storage in New York efforts can be found on the [NYSEDA Energy Storage](#) website.

Con Edison Programs: NWS-participating ESS projects are required to be fully available to Con Edison during all hours of the Summer Capability Period for the critical purposes of network peak load reduction. Accordingly, NWS-participating projects are not eligible to participate in other Con Edison incentive programs, including Demand Management Program (DMP), and Demand Response programs (e.g. Commercial System Relief Program, Distribution Load Relief Program).

Market Revenues: Anticipated income from operating the ESS outside of the project's obligations under the proposed NWS terms and conditions. Market revenue opportunities can include participation in NYISO's Special Case Reserve and may include other future revenue streams from frequency regulation and/or dual participation in NYISO wholesale capacity markets. Con Edison expects to share such market revenues with the Respondent. Please see the NWS Energy Storage System Terms in Appendix A for specific market revenue sharing requirements.

5.4. Security Requirement

Financial assurances will be required to ensure that qualifying technologies will be installed and operational on or before the contracted in-service date. Selected respondents must submit security by the security deadline of **August 16, 2019**. Security will be calculated at \$150 per kW of Peak Demand Reduction or 30 percent of the requested incentive, whichever is less.

If a Respondent is awarded an incentive on the award date, the security will be returned after the initial summer performance period. Security will be forfeited by any cancelled project with an executed contract.

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5.5. Submit Customer Acquisitions

Awarded May 1, 2020 Projects will be required to provide a list of customers acquired for ESS deployment by November 1, 2019. If an awarded applicant is unable to provide a reasonable list of customer acquisitions by this date, the Company reserves the right to terminate the agreement and make other arrangements to meet the load relief need for May 1, 2020.

Awarded May 1, 2021 Projects will be required to provide a list of customers acquired for ESS deployment by January 15, 2020. If an awarded applicant is unable to provide a reasonable list of customer acquisitions by this date, the Company reserves the right to terminate the agreement and make other arrangements to meet the load relief need for May 1, 2021.

5.6. Submit Permitting Documentation

To ensure that the Project is moving forward, a construction permit or proof of permit submission must be submitted to Con Edison once obtained.

For lead acid battery Projects, receipt of submission of the TM-1 application¹, as instructed by Fire Department of City of New York (“FDNY”), is required. When filing the TM-1 application to the FDNY, please ensure all technology is UL listed, and submit a cover letter that states participation in the Con Edison NWS Program, including the program year, and all applicable deadlines.

For other battery types, a Letter of No Objection from the FDNY is required.

5.7. Install Equipment and Operational Status

Con Edison reserves the right to hold periodic Project status calls with Respondents to determine whether the Project is on schedule and to assess any aspects that require assistance from Con Edison.

If there is a change in the Scope of Work, Con Edison must be notified and all work must stop until Con Edison gives the go-ahead to proceed. If the change in the Scope of Work results in a lower Peak Demand Reduction or Capacity, Con Edison will adjust the total incentive awarded based on the new Peak Demand Reduction at the awarded incentive rate (\$/kW).

After the equipment is fully operational, the Respondent must sign and deliver the Certificate of Completion along with all itemized invoices to Con Edison by **May 1, 2020 and/or May 1 2021**.

¹ http://www.nyc.gov/html/fdny/pdf/fire_prevention/otmb_tm_1.pdf

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5.8. Post-Installation Inspection

Con Edison reserves the right to inspect the post-installation condition of the site to ensure operational availability. If it deems necessary, Con Edison will install data loggers or download BMS data for M&V purposes.

All awarded incentives will be subject to change based on the determination of Peak Demand Reduction through the post-installation M&V process.

Post-installation inspection data collection and analysis must begin no later than **May 1, 2020 for projects awarded for May 2020.**

6. Proposal Requirements

6.1. Program Application

Respondents must submit the following completed documents in order to be eligible for the incentive:

- NWS Questionnaire & Cash Flow Template
- ESS Proposal Response (See Section 6.3 for response format)

6.1.0 Proposal Submission Deadline: The above documents must be submitted to Con Edison by **May 10, 2019. All 2019 Water St. & Plymouth St. ESS proposals will be treated as confidential.**

6.1.1. Proposal Structure: Each Respondent is limited to one (1) ESS Proposal Response for Water St and one (1) for Plymouth St. If submitting ESS Proposal Responses for both Water Street and Plymouth Street NWS projects, please complete one NWS Questionnaire including both Water Street and Plymouth Street worksheets, and two separate ESS Proposal Responses.

6.1.2 Cost Information in Proposal Response: Do not include any cost information in the ESS Proposal Response. Any project-specific cost information, including Con Edison Requested Incentive should only be included in the NWS Questionnaire and ESS Cash Flow Template.

6.1.3 Incentive Bid: Bids will be reviewed on a \$ per kW basis for a minimum four-hour ESS discharge duration. Cost competitiveness is an important proposal evaluation criterion and therefore lower incentive bids will be looked upon favorably.

6.1.4 Individual Projects vs. a Portfolio: Proposals that provide multiple ESS projects and pricing (i.e. a portfolio) should clearly indicate in their response whether Con Edison may select individually priced projects or if the project portfolio and pricing provided should be viewed as a whole.

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6.2. Clarification Questions

All Respondents should direct questions during the clarification question timeframe via email to Michael Heaton, heatonm@coned.com, of Con Edison's Supply Chain Department. All questions and answers deemed essential for the viable submission of a bid response will be publicly posted at www.coned.com/nonwires. Respondent names will be kept confidential. Respondents must not reach out to other Con Edison personnel regarding this RFP.

The Company will have no obligation to evaluate late submissions, nor be responsible in any way for any consequences associated with late submissions.

6.3. Proposal Submittal Instructions

All proposals must be submitted through the Oracle RFQ System on or prior to the due date and time. Respondents who fail to submit by the due date and time will be locked out of the Oracle RFQ System. Therefore, Respondents are encouraged to upload submissions well in advance of the closing time to avoid any potential issues that may occur, including any unfamiliarity with the Oracle RFQ System. Respondents who have never participated in Con Edison RFQ must take the following actions to successfully submit a proposal:

1. Download this NWS RFP, **Non-Wires Solutions Questionnaire & Cash Flow Template** and Supplier Enablement Template
2. Become enabled in the Oracle RFQ System by submitting the below items to Michael Heaton at heatonm@coned.com
 - a. W-9 form (version last updated 2018)
 - b. Supplier Enablement Template (Select **CE Sourcing** under Oracle responsibility field)
3. Receive Formal RFQ response request (will be same information downloaded from non-wires alternative website)
4. Submit response and **fully completed** Questionnaire & Cash Flow Template to Con Edison Procurement System through the Oracle RFQ System

Please note, if you are already enabled in Con Edison's Oracle RFQ system, please email Michael Heaton indicating your interest in participating. Please only follow steps 3 and 4 after you have emailed Michael. **If you have previously participated in a Con Edison or Orange and Rockland NWS RFP, your company is already enabled.**

6.4. Proposal Response Format

The response shall include a complete ESS Proposal Response and the Non-Wires Solution Questionnaire & Cash Flow Template.

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Do not include any cost information in the ESS Proposal Response. Any project-specific cost information, including Con Edison Requested Incentive should only be included in the NWS Questionnaire & Cash Flow Template files.

Note: The Oracle RFQ System is only capable of accepting individual documents no larger than 5MB in size. Respondents may find it necessary to split up large documents into smaller files due to this system constraint.

The technical proposal response for this RFP shall be submitted as either a Word or a PDF document, and shall be organized as follows:

Proposal Section	Proposal Section Title
N/A	Cover Letter
N/A	Respondent Checklist Form (Appendix C)
Body (no more than 5 pages)	Proposal <ul style="list-style-type: none"> • Proposed ESS Solution Description • Project Schedule and Customer Acquisition Plan • Potential Risks, Challenges, and Community Impacts • Professional Background and Experience with the Proposed Solution • Assumption and Exceptions
Appendix	<ul style="list-style-type: none"> • Customer Letters of Support or Interest • Organizational Chart & Resumes • Respondent Qualifications and References • Other relevant information
Attach as Separate Documents	Non-Wires Solutions Questionnaire & Cash Flow Template

Cover Letter

The cover letter shall include the following:

- Respondent legal name and address
- The name, title and telephone number of the individual authorized to negotiate and execute the Agreement
- The signature of a person authorized to contractually bind Respondent’s organization
- A statement that the Respondent has read, understands and agrees to all provisions of the RFP, or, alternately, that indicates exceptions will be taken to the RFP

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Respondent Checklist

Respondent should provide to the Company the properly completed Respondent Checklist (Appendix C) as part of the proposal. Only one Respondent Checklist is needed if submitting proposals for both Water St and Plymouth St.

Proposal

This section should contain a response to the NWS Requirements section above. Please limit each proposal submission to 5 pages maximum not including the Cover Letter, Checklist, and Appendices. The following information addresses major areas that shall be included in Respondent's proposal:

- Targeted substation(s) (i.e., Water Street or Plymouth Street). If submitting proposals for ESS solutions for both Water Street and Plymouth street substations, please submit as separate proposals.
- Proposed Solution Description, including the following information:
 - Proposed amount of guaranteed power output (kW) for an expected duration of at least 4 hours
 - Total power and expected dispatchable energy
 - Anticipated degradation rate
 - kWh dispatchable in year 1 through year 10
- Project Schedule and Customer Acquisition Plan
- Risks, Challenges, and Community Impacts
- Professional Background and Experience with the Proposed Solution

Assumptions & Exceptions

- Provide a list of assumptions made in developing the response to this RFP that should be considered when evaluating the response
- Provide a list of any exceptions to the RFP, including the proposed NWS Energy Storage System Terms (see Appendix A).

Appendix

Respondents can provide information not specifically requested in the body of the proposal as an appendix or a separate attachment. Such items can include:

- Customer letters of interest or support
- Organizational charts and resumes
- Other relevant information

Respondent should attach the responses to a complete **Non-Wires Solution Questionnaire**, which includes NWS ESS Cash Flow Template, as part of the submission.

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6.5. ESS Proposal Evaluation Criteria

Proposals will be evaluated and scored on the basis of the following criteria which are not necessarily listed in order of significance:

Projects with the highest chances of winning an incentive award will have:

- The lowest incentive requested per kW of Peak Demand Reduction reduced;
- The lowest ratio of total Project cost to kW of Peak Demand Reduction level;
- A high-degree of confidence in implementing ESS solutions by the needed operational dates indicated;
- Bids that maximize current and potential future market revenue streams to lower the incentive requested
- Knowledge of the rules and requirements for installing energy storage in NYC permitting and contracting environment
- Letter of Intent, or other documented support, from eligible customers

6.6. Proposal Award

The 2019 Water Street / Plymouth Street ESS RFP is a multiple award, closed bid market solicitation, meaning that there will be more than one awarded proposal. A single RFP respondent will not be awarded the full load relief capacity needed. Respondents will be notified of their Bid selection or declination status on the award date of May 31, 2019.

7. Collusion and Other Prohibited Activities

Collusion with other Respondents prior to, during, or after the RFP is strictly prohibited. Collusion and other prohibited activities include, but are not limited to: discussing Bid strategies with other program participants, engaging in any activity with the intent of influence the outcome of the RFP in a manner inconsistent with competitive behavior, or taking any action to undermine the competitive nature of the RFP and otherwise benefit from Company compensation with no intent or expectation of providing the amount of Peak Demand Reduction or Annual Electric Savings submitted in the Respondent's Bid. The Company shall have the discretion to determine when collusion or other prohibited activities have occurred and to take any appropriate action, including barring participation in future RPFs or programs, and reporting the activity to the New York State Department of Public Service (the "NYDPS"), and the Commission and any other appropriate state or federal agencies.

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8. Definitions

Bid: The Con Edison Incentive Requested (\$) by the Respondent to provide Peak Demand Reduction. The Bid will be evaluated as an incentive rate (i.e., price per kW of Peak Demand Reduction). Bids will be received up to a specified deadline/date and will be kept confidential between the Company and the Respondent throughout the evaluation and selection process.

Capacity (kWh): the maximum charge/discharge power and the amount of energy capable of being stored.

Certificate of Completion: Certificate provided by Respondent to Con Edison stating that a Project has been completed.

Demand/Power (kW): Rated power of storage system

Incentive Rate: The awarded Bid price per kW of Peak Demand Reduction.

Off-Peak Hours: All hours not considered On-Peak Hours.

On-Peak Hours (also referred to as Overload Period): Hours when the NWS network is expected to exceed its capability. On-Peak Hours occur, between May 1 and September 30, and between the hours identified in Table 1. ESS Technologies operating as part of an NWS are prohibited from charging during On-Peak Hours.

Peak Demand Reduction (kW): Estimated maximum peak load reduction realized during On-Peak Hours.

Portfolio: Collection of all Projects submitted for a Bid.

Project: Installation, implementation and operation of any energy storage systems equipment and software to provide Peak Demand Reduction.

Respondent: Customer, aggregator or other third-party acting on the customer's behalf.

Scope of Work: Detailed narrative for each Project describing the work that is to be carried out to provide Peak Demand Reduction, broken out in deliverables and deadlines. Refer to Section 6 for the minimum requirements that should be outlined in your detailed Scope of Work.

Water/Plymouth NWS Area: The Water/Plymouth NWS Area is defined by three Con Edison electric networks having a forecasted capacity constraint (identified by Con Edison as Water St and Plymouth St. substations). Water St. is comprised of Con Edison's Williamsburg and Prospect Park networks. Plymouth Street is comprised of the Borough Hall network.

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Appendix A: NWS Energy Storage System Terms

The NWS Energy Storage System term sheet outlines Con Edison’s expectations for ESS operation and compensation under the NWS program. The details below are not final contract terms and are intended only to highlight certain provisions to inform RFP responses and incentive requests. Following awards, Con Edison will work with the selected awardees to enter into contracts.

Please flag any exceptions to these terms in the “Assumptions and Exceptions” portion of the RFP response.

<p>NWS Energy Storage Solution</p>	<p>All units, together with all appurtenant facilities and equipment, including any control and communications systems, necessary to provide Distribution Services. Units must be an energy storage system (ESS) and located either behind or in front of the customer’s retail meter.</p> <p>A single ESS unit cannot exceed 5 MW of total dispatchable power and cannot export in excess of 50% of the customer’s baseload when responding to Con Edison’s request for dispatch.</p> <p>A single ESS unit or collection of ESS units installed under this agreement are herein referred to as “the Project”.</p>
<p>Transaction</p>	<p>The Distribution Services provider (“Seller”) shall sell and make available, and Consolidated Edison Company of New York (“Con Edison”) shall purchase and receive Distribution Services from the Project. This transaction encompasses:</p> <ul style="list-style-type: none"> • Con Edison purchasing full dispatch rights to the ESS Project during the Summer Capability Period (May 1 through September 30) with day-ahead notification of the dispatch. • The Seller providing Con Edison full dispatch rights to the Project during the Summer Capability Period for a duration of 10 Summer Capability Periods. • Con Edison reserves the right to dispatch the ESS resource at different times of the overload period and at different power levels with day ahead notification throughout the summer period • The Seller meeting the requirements defined in this agreement before providing Distribution Services to host-sites, applicable markets or any other obligation or arrangement. • The Seller securing Project sites that endure for the 10 summer delivery period. • The Seller entering into agreements with customer host-sites to provide demand charge savings and/or provide Distribution Services to applicable markets to maximize current and future revenue streams. • The Seller sharing revenue streams from market participation and any other financial transaction as a credit towards Con Edison’s Reservation Payment. The Shared Revenue split is 75% to Con Edison, 25% to the Seller. Excludes

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	<p>revenue streams from customer demand bill savings and anticipated Energy Storage Market Acceleration Bridge Incentive from NYSEDA.</p> <ul style="list-style-type: none"> • Con Edison receiving no compensation or bearing no cost or liability associated with Seller agreements to Host-Sites or other Parties outside of this agreement. • The Seller not participating in or receiving compensation from Con Edison’s Demand Response (e.g. CSRP or DLRP), or Demand Management Programs for duration of 10 Summer Capability Periods. • The Seller not participating in future Con Edison or other programs if they interfere with Con Edison’s ability to fully dispatch the ESS unit(s) as part of this agreement. <p>If Con Edison no longer needs the Respondent’s ESS solution for load relief before the conclusion of 10 Summer Capability Periods, the Company will notify the Respondent by April 1 prior to the next Summer Capability Period. In such circumstances the respondent is required to maximize market revenue streams to buy-down Con Edison’s remaining Reservation Payments. Con Edison will continue making remaining Reservation Payments for the Contract Term less 75% of Shared Revenues (i.e., Market Revenues).</p>
Distribution Services	<p>The Project dispatching power in kW over at least a 4 hour period during the hours scheduled by the Company the day before a NWS Event Day. The Project charging during approved morning hours only. Con Edison reserves the right to dispatch the ESS resource at different times of our overload period and at different power levels with day ahead notification throughout the summer period.</p>
Dispatch of the ESS	<p>During the Summer Capability Period, Con Edison will provide the Seller with 21-hr day-ahead notification of an NWS Event and include the start time for discharging the ESS units, the required dispatch power and duration of discharge.</p> <p>Con Edison reserves the right to request one full cycle dispatch for the entire available energy capacity of the ESS unit(s) on an NWS Event Day.</p>
Dispatchable Energy	<p>The Seller must provide a guaranteed energy capacity (kWh) dispatchable from the Project for the duration of the 10 summer Delivery Term.</p> <p>Con Edison expects the Projects will have higher available energy for dispatch in the earlier years and degrade to the guaranteed energy capacity by the 10th summer. Con Edison reserves the right to request dispatch above the guaranteed kWh available in earlier years at no additional cost. Con Edison reserves the right to dispatch the ESS resource at different times of our overload period and at different power levels with day ahead notification throughout the Summer Capability Period.</p> <p>No penalties, underperformance or otherwise, will be assessed on Seller’s inability to provide Distribution Services above the minimum energy (kWh) required on NWS</p>

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	Event Days																																	
Incentive Payment Schedule	<p>Incentive payments from Con Edison to the Seller will be made in the following installments:</p> <ul style="list-style-type: none"> • 50% of the approved incentive as an Installation Payment upon Con Edison or its M&V contractor’s verification of system installation and performance testing. • 5% of the approved incentive as an annual Reservation Payment over the 10-summer Delivery Term, following each Summer Capability Period and based on the performance of the Project less any Shared Revenues <p>A May 1, 2020 Project will have the following incentive payment schedule:</p> <table border="1" data-bbox="435 793 1471 905"> <tr> <td colspan="2">2020</td> <td>2021</td> <td>2022</td> <td>2023</td> <td>2024</td> <td>2025</td> <td>2026</td> <td>2027</td> <td>2028</td> <td>2029</td> </tr> <tr> <td>May</td> <td>Nov</td> </tr> <tr> <td>50%</td> <td>5%</td> </tr> </table>	2020		2021	2022	2023	2024	2025	2026	2027	2028	2029	May	Nov	50%	5%	5%	5%	5%	5%	5%	5%	5%	5%	5%									
2020		2021	2022	2023	2024	2025	2026	2027	2028	2029																								
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50%	5%	5%	5%	5%	5%	5%	5%	5%	5%	5%																								
Shared Revenue	<p>The Seller agrees to share revenue as a credit towards the Con Edison Reservation Payment as follows:</p> <p>Market Revenues are cash flows the project receives from open market sources outside of Con Edison incentive and rebate programs, such as participation in NYISO markets, but excluding savings or revenues that appear directly on the Site Host’s utility bills.</p> <p>The Seller agrees to share current and potential future Market Revenues with Con Edison in the following percentages: 75% Con Edison, 25% Seller.</p> <p>The Seller shall keep any known or anticipated incentives for the Project at 100%. Any incentives not applied for or received are at the Seller’s risk.</p> <p>Shared Revenues shall be applied as a credit towards Con Edison’s Reservation Payment. Any shared revenue credit carried over after the Delivery Term is released to the Seller and should be shared with the customer.</p> <p>During the Summer Capability Period, the Seller is obligated to respond to NWS Event Days that supersede participation in other programs and/or markets.</p>																																	
Market Revenue Documentation	<p>At Con Edison’s request, Seller shall provide all supporting information and data necessary to confirm participation in all available revenue streams available to the Seller. Documentation may include written authorization from Seller allowing NYISO to share data directly with Con Edison.</p>																																	

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	<p>Based on other ESS performance in Con Edison’s NWS territory and data monitoring of the Project’s discharge, Con Edison determines that Seller did not prudently attempt to maximize all revenue streams available, based on the performance of similar storage systems’ performance during the same period, it reserves the right to reduce the annual Reservation Payment by an amount reflecting Con Edison’s share of the revenue streams that should have been received.</p>
<p>Contract Term</p>	<p>The duration of the Contract begins from the date of Con Edison and Seller signatures on the NWS Program Agreement (“Execution Date”) and, unless terminated early pursuant to the terms of the NWS Program Agreement (e.g. Event of Default), will remain in effect for the duration of the Delivery Term.</p>
<p>Contract Extension</p>	<p>The Agreement may be renewed for successive one-year periods at the mutual agreement of the Parties (each such period, a “Subsequent Term”) unless the Agreement has been otherwise terminated. Such extension requires either Party provide the other Party with a written notice of extension at least ninety (90) days prior to the scheduled termination of the Contract Term.</p>
<p>Summer Capability Period</p>	<p>The Seller shall make the Project and associated full energy capacity available for Distribution Services during the Summer Capability Period of May 1 - September 30 for the duration of the Contract Term (e.g. 10 summers).</p> <p>If in the future Con Edison determines that the Project’s services are no longer needed, it will notify Seller.</p> <p>If released from its obligation to respond on NWS Event Days during the Summer Capability Period, the Seller is expected to participate in other markets and maximize revenues streams. Con Edison will continue to provide the Reservation Payment for the Contract Term less Shared Revenues.</p> <p>Releasing Project from the obligation may be a result of Con Edison pursuing a traditional solution upgrade which impacts the Seller’s obligation to provide load relief or lower than expected load forecast for the network.</p> <p>No future payments will be given to the Seller if the contract is terminated as a result of Seller’s Default.</p>
<p>Delivery Term</p>	<p>The Seller shall provide Distribution Services starting on the Operational Date and for the duration of 10 concurrent summer seasons (i.e. 10 Summer Capability Periods), unless early contract termination occurs.</p>
<p>Security Requirement</p>	<p>The Seller shall provide the Con Edison with Security against underperformance to ensure all units are operational and able to respond to NWS Events by the Operational Date.</p>

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	<p>Security can be provided as either a Letter of Credit or Cash Collateral no later than 60 days after the contract Execution Date.</p> <p>If an NWS Event is called and the Project underperforms, the Project will be assessed Liquidated Damages against Security and, potentially, against the first Reservation Payment.</p> <p>Security less any Liquidated Damages will be returned to the Seller following the first Summer Capability Period.</p> <p>See “Security Against Underperformance” below for additional details.</p>
NWS Event	<p>Con Edison will notify Seller 21 hours prior to an NWS Event and expects the Project to be able to dispatch available energy capacity.</p> <p>Con Edison will define, during the NWS Event Day notification, the discharge start time, power output, and duration of discharge based on the Project’s total dispatchable energy capacity available.</p> <p>The time of discharge may include anytime between noted in Table 1 of this RFP</p> <p>An NWS Event may include a test event. Con Edison is not required to tell Seller if the NWS Event is a test event or required for system reliability.</p>
NWS Event Notification	<p>Con Edison will provide a dispatch notification to Seller 21 hour prior to an NWS Event requiring Distribution Services. The notification, to be determined by Con Edison in its sole discretion, may include verbal or electronic notification.</p>
Net Loading on NWS Event Days	<p>On a day when an NWS Event is called, the Project must not increase load on the NWS Network during the Overload Period.</p> <p>Within Seller’s annual invoice for Reservation Payment, Seller shall submit to Con Edison an attestation stating that the Project did not increase net loading on during the Overload Period on NWS Event days.</p>
Failure to Comply with Net Loading Provision	<p>For each day the Project increases net loading during an Overload Period on an NWS Event Day, Seller will be assessed Liquidated Damages. Liquidated Damages will be applied to the Security following the first Capability Period. For subsequent Capability Periods, Liquidated Damages will be applied towards the annual Reservation Payment.</p>
Performance adjustment to Reservation Payment	<p>Following each summer, Con Edison will divide the agreed to Reservation Payment amount by the number of NWS Event Days that occurred and for which the Seller was required to respond. For example, if the Reservation Payment is \$100 and there were 10 NWS Event Days, each NWS Event Day will be paid at a maximum of \$10.</p>

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	<p>The Reservation Payment will then be adjust based on the Project’s performance on each NWS Event Day relative to the guaranteed dispatchable energy.</p> <p>If the Project is unable to provide 100% of the guaranteed energy capacity or prescribed power output during the call window on an NWS Event Day, Con Edison will adjust the Reservation Payment relative to performance. For example, if the Project performed at 80% one of the NWS Event Days and 100% for the remaining nine NWS Event Days, its Reservation Payment would be adjusted to \$98.</p> <p>In the event the Project is unable to provide at least 50% of the guaranteed energy capacity or prescribed power output during the call window on an NWS Event Day, Con Edison will not provide a Reservation Payment for that NWS Event.</p> <p>The Performance Factor is capped at 100% and no additional incentives will be paid for performing above the guaranteed dispatchable energy.</p> <p>Con Edison’s portion of any Shared Revenues will be deducted from the Reservation Payment following each summer’s Performance assessment.</p>
<p>Project Site and Customers</p>	<p>Seller shall execute all necessary forms, documentation, and agreements in order to secure all Sites and/or Customers necessary to deliver Distribution Services to Buyer. The terms and conditions of the agreements Seller has for the Site and/or with Customers are independent of Buyer, and Buyer shall not have any responsibility or incur any liability pursuant to such agreements.</p> <p>At any time during the Delivery Term and outside the Capability Period, Seller may remove, replace, or add any unit associated with a Site/Customer, provided that any such change shall not modify the Distribution Services, and provided further that any such change shall be made in accordance with the safety provisions of the agreement.</p> <p>Prior to the Operational Date, Seller shall provide Buyer a list identifying all Sites and Customers comprising the Project that may deliver Distribution Services. For each Site/Customer, Seller must meet the measurement and verification requirements for such Site or Customer. Buyer will verify with Seller which Sites/Customers are eligible to deliver Distribution Services prior to the Operational Date.</p> <p>Any and all marketing materials developed by Seller that reference Buyer will be subject to approval by Buyer. Seller is responsible for all marketing activities to Customers.</p>
<p>Communications Systems and Equipment</p>	<p>Seller shall at its own cost install communications systems and equipment for the Project i) to enable Buyer to remotely monitor the status of the Project at all times during the Delivery Term on an aggregate and individual unit basis, and which permits Buyer to have real time information access to the operations of the Project, including the ability to measure the real time charge and discharge of the ESS unit(s), and ii)</p>

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	<p>and which is otherwise necessary to implement and respond to Con Edison’s dispatch instruction. Such communications systems and equipment must be installed and operational prior to Operational Date for the Project.</p> <p>In the event that during the term of the agreement, Con Edison develops its own system that allows Con Edison to exercise greater monitoring or more efficient dispatch of the Project, Seller will provide a reasonable cost estimate for its systems to upgrade its equipment and enable interface with Con Edison’s system.</p> <p>Con Edison will review and may agree to pay communication system upgrades deemed reasonable. If Con Edison declines to pay for communication upgrades, the Seller is not required to make upgrades and Con Edison agrees to cooperate with Seller in identifying appropriate alternatives.</p>
Interconnection	<p>Seller shall interconnect the Project in accordance with the requirements and terms and conditions set forth in the New York State Standardized Interconnection Requirements (SIR) in order to safely and reliably deliver Distribution Services to Buyer. Seller shall be responsible for all delays, costs and expenses associated with such interconnection.</p>
Operational Date	<p>The Operational Date for the Project is:</p> <ul style="list-style-type: none"> • May 1st 2020 • [or May 1st, 2021] <p>(*Finalized upon contract execution)</p> <p>Failure to meet the Operational Date will be an Event of Default and result in potential damages and reduction in incentives.</p>
Measurement and Verification (M&V)	<p>Con Edison will work to complete an M&V plan for the Project. Con Edison may install additional equipment and monitoring systems to evaluate performance.</p>
Performance Testing	<p>Con Edison may develop mutually acceptable test procedures (Performance Test).</p> <p>Performance testing is expected to occur prior to the Operational Date of the Project to provide Con Edison with assurances that the project is able to perform when called upon. The Seller will perform an Initial Performance Test to demonstrate to Con Edison that the Project is capable of delivering Distribution Services at the guaranteed dispatchable energy. The Seller must demonstrate the Project’s delivery of Distribution Services at 100% of the guaranteed dispatchable energy.</p> <p>If a Performance Test shows the Project is able to deliver Distribution Services at 100% of the guaranteed dispatchable energy, the guaranteed dispatchable energy will be automatically reduced to the amount the Project delivered in the Performance</p>

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	<p>Test. Any unpaid Installation or Reservation Payments will be adjusted to compensate for the reduced amount of Distribution Services for the Project.</p> <p>For example, if the Performance Test demonstrates the Project can provide 90% of the guaranteed prior to the Operational Date, the Installation and Reservation Payments will be reduced to 90% of the contracted incentive amounts and disbursed as outlined.</p> <p>After the Operational Date, Con Edison reserves the right to test the Project no more than once a calendar year. Seller will have a right to retest once a calendar year after a Performance Test. If the retest demonstrates a different performance factor relative to the initial guaranteed dispatchable energy amount, any future Reservation Payments will be adjusted accordingly. Adjustments will be made relative to the initial contracted guaranteed dispatchable energy amount and contracted incentive.</p>
<p>Conditions Precedent</p>	<p>The Operational Date shall not occur until Seller has:</p> <ul style="list-style-type: none"> (i) provided Buyer with a list of Site(s) and Customers comprising the Project and Buyer has verified that such Sites/Customers are eligible to provide Distribution Services; (ii) constructed the Project in accordance with the safety requirements; (iii) received Permission To Operate (PTO) or other documentation from the Con Edison indicating the Project has met all requirements to operate as intended; (iv) met Con Edison’s M&V requirements, including Project monitoring requirements; and (v) submitted a Certificate of Completion (vi) completed an initial Performance Test. <p>After completing the above steps, the Seller will submit invoice for the Installation Payment to Con Edison.</p>
<p>Events of Default</p>	<p>The Seller will be considered in default of the contract if unable to meet the Operational Date for the Project in this agreement or incurs multiple infractions. Infractions can include charging an ESS during the prescribed Overload Period or not performing during an NWS Event Day. Con Edison is open to discussing a reasonable set of Default circumstances relative to the risk of the Project to Con Edison’s operational and reliability needs.</p>
<p>Termination Payment</p>	<p>In an Event of Default, the Non-Defaulting Party has the right to terminate this agreement, whereby the Defaulting Party will owe the Non-Defaulting Party a</p>

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	<p>Termination Payment. The Termination Payment will be equal to the Security Requirement if such termination occurs prior to the Operational Date. If such termination occurs after the Operational Date, the Seller foregoes any future Installation or Reservation Payments for the Project. Further, the Company shall be entitled to seek a full or partial refund of incentives paid (1) if, at any time prior to the contract end date, the Company learns that the project was not actually or properly installed, or no longer meets the energy demand reductions as stated in this Agreement (subject to normal degradation), or (2) upon the occurrence of any other event or circumstance constituting a breach of this Agreement by Applicant (or Customer, if different). See “Underperformance” in NWS Program Agreement.</p>
Asset Ownership	<p>The Seller or their Financiers will be the legal owner of the Energy Storage System (ESS). Con Edison will be entitled to rights to call upon the asset(s) to provide Distribution Services during the Delivery Term.</p>
Operational Control	<p>Notwithstanding Seller’s obligations to deliver Distribution Services, Seller will have operational control of the Project and be responsible for operation and maintenance of the Project. Buyer will not bear any costs related to ownership, operation, scheduling, dispatch, maintenance, or decommissioning of the Project.</p>
Security Against Underperformance	<p>Applicants/Customers will be required to furnish security to Con Edison that demonstrates, among other things, Seller’s financial capability to pay liquidated damages in the event the Seller fails to satisfy its Load Reduction Guaranty during the period required by this Agreement.</p> <p>The security provided shall be in an amount equal to (i) 30% of the total incentive to be paid to the Applicant/Customer and (ii) \$150 per kW of demand reduction contracted for, whichever is less.</p> <p>Unless a Guarantee is permitted to be and is provided hereunder (meeting the requirements set forth herein), such security shall be in the form of cash collateral or an irrevocable standby letter of credit, in substantially the form set forth as Exhibit A hereto or otherwise in form and substance acceptable to Con Edison (the “Letter of Credit”), from an issuing U.S. commercial bank or U.S. branch of a foreign bank (“Issuer”) that, in either case, (i) has counters for presentment and payment located in the City of New York or accepts requests to draw via fax, and (ii) has a rating assigned to its senior unsecured long term debt obligations not supported by third party credit enhancement or a rating assigned to it as an issuer rating (a “Credit Rating”) of at least (x) “A-” by Standard & Poor’s Rating Services (“S&P”) and “A3” by Moody’s Investors Service, Inc. (“Moody’s”), if rated by both S&P and Moody’s or (y) “A-” by S&P or “A3” by Moody’s, if rated by either S&P or Moody’s, but not both (“Minimum Credit Rating”). The Letter of Credit shall permit drawings upon a statement from Con Edison certifying that the amount of the drawing is owed to Con Edison pursuant to this Agreement, shall require the Issuer to honor requests to draw within two (2) Business Days, and shall have an expiration date no earlier than sixty (60) days after the date Applicant/Customer satisfies all of its obligations under this</p>

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	<p>Agreement (the “Required LC Expiration Date”). Should the Letter of Credit have an expiration date prior to the Required LC Expiration Date, and Applicant/Customer shall fail to cause a substitute Letter of Credit to be furnished to Con Edison at least thirty (30) days prior to the expiration date of the initial Letter of Credit, such failure shall constitute a default under this Agreement and shall permit Con Edison to draw thereupon. Similarly, if the Issuer should fail to maintain the Minimum Credit Rating at any time during which the Letter of Credit is required to be posted (i.e., a “Downgrade Event”) and Applicant/Customer fails to cause a substitute Letter of Credit to be furnished to Con Edison within two (2) Business Days (or, if the Issuer still has a Creditworthy Rating despite suffering a Downgrade Event, within three (3) Business Days) after Con Edison has provided written notice to Applicant/Customer demanding such substitute Letter of Credit, such failure shall constitute a default under this Agreement and shall permit Con Edison to draw thereupon. For purposes hereof, “Creditworthy Rating” means a Credit Rating of at least (i) “BBB- (not on Credit Watch)” by S&P and “Baa3 (not on Credit Watch)” by Moody’s, if such entity is rated by both S&P and Moody’s or (ii) “BBB- (not on Credit Watch)” by S&P and “Baa3 (not on Credit Watch)” by Moody’s, if such entity is rated by either S&P or Moody’s, but not both. “Credit Watch” means a negative ratings outlook by S&P or Moody’s, sometimes referred to as “Negative Watch”, “Credit Watch”, “Negative, for Potential Downgrade” or “Negative Outlook”.</p>
<p>Financing Accommodations</p>	<p>Buyer acknowledges that the Seller may finance the acquisition and installation of the Project by entering into financing agreements with one or more Financing Parties.</p> <p>Buyer agrees to:</p> <ol style="list-style-type: none"> 1. Execute any related consents to assignments or acknowledgements 2. Provide such opinions of counsel as may be reasonably requested by Seller or the Financing Party in connection with the financing or sale of the ESS at the Seller’s expense
<p>Force Majeure</p>	<p>Seller shall be excused in any delay in completion of the NWS Program Agreement arising from a cause beyond its control which it could not with the exercise of due diligence have either foreseen or avoided, including act of governmental authority (other than the FDNY to the extent addressed in the Agreement), act of God, extraordinary weather conditions, flood, accident such as fire or explosion not due to the negligence of the Seller, strike which is not the result of an unfair labor practice or other unlawful activity by the Seller, riot, and failure of public transportation facilities. Delay in the Seller’s receipt of subcontracted supplies or services for reasons beyond the control of the Energy Manager shall not be excusable delay hereunder to the extent that the supplies or services are available to the Seller from another source. The unavailability of sufficient, qualified labor to perform under the NWS Program Agreement shall not be excusable delay hereunder unless the unavailability is caused by a strike which is not the result of an unfair labor practice or other unlawful activity by the Seller. The Seller shall give written notice and full particulars of the cause of any delay within 48 hours after its occurrence and thereafter shall update the Buyer on a bi-weekly basis. The time for performance in any such instance shall be</p>

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	<p>extended by a period equal to the time lost by reason of the excusable delay. Such extension shall be the Seller’s sole and exclusive remedy for such delay and the Buyer shall not be liable for any damages or additional costs incurred as a result of such delay.</p>
<p>Safety & Standard of Performance</p>	<p>Seller will be required to meet certain safety standards with respect to the Project. Seller’s safety obligations will reflect the agreement and Project structure, technology, and Distribution Services along with Seller’s commercial relationship with the Site(s) and Customers.</p> <p>The Seller will provide its services in accordance with (i) the terms of the NWS Program Agreement, (ii) Applicable Laws, including the laws and regulations applicable to market manipulation (iii) the NYISO procedures and guidelines (iv) Prudent Operating Practices and (v) any charging or discharging restrictions communicated by The Buyer to maintain or restore the reliability of the distribution system.</p> <p>The Seller shall promptly notify the Buyer of any changes in operating status of a project or asset.</p> <p>“Prudent Operating Practices” means those practices, methods, equipment, specifications and standards of safety and performance as the same may be changed from time to time, as are generally used in the operation and maintenance of electric power generation facilities similar to the Project, including those specific to similar projects in New York City, which in the exercise of reasonable judgment and in light of the facts known at the time the decision was made, are considered good, safe and prudent practice in connection with the operation and maintenance of electric power generation facilities similar to the Project, and as are in accordance with law and generally accepted national standards of professional care, skill, diligence and competence applicable to operation and maintenance practices.</p>
<p>Disputes</p>	<p>The Company will have sole discretion to determine the final resolution of any and all issues pertaining to the NWS Program, including, but not limited to, project eligibility, energy savings and peak demand reduction achieved, and incentive amounts payable.</p>
<p>Governing Law – Jurisdiction and Venue</p>	<p>The validity, construction and performance of these terms and conditions shall be governed by and construed and enforced in accordance with the law of the State of New York, without regard to its conflicts of law provisions. The Seller irrevocably submit and agree to the jurisdiction of the state and federal courts of the State of New York situated in New York County in any action, suit or proceeding related to, or arising out of this Agreement and, to the extent permitted by applicable law, Seller each waives and agrees not to assert as a defense in any such action, suit or proceeding any claim (a) that Seller are not personally subject to the jurisdiction of such courts of the State of New York, (b) that the venue of the action, suit or proceeding is improper, (c) that the action, suit or proceeding is brought in an inconvenient forum; or (d) that the subject matter of these terms and conditions may not be enforced in or by such courts of the State of New York. Without prejudice to</p>

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	any other mode of service or process, the Seller consents to service of process relating to any such proceedings by personal or prepaid mailing in registered or certified form of a copy of the process to Seller at its address set forth in this Agreement.
Release; Indemnification	To the fullest extent permitted by law, Seller, on behalf of themselves and any other person or entity claiming by and through either of them, hereby irrevocably and unconditionally releases and forever discharges, and agrees to defend, indemnify, and hold harmless the Company, its affiliated entities, and their respective contractors, past, present and future officers, directors, trustees, shareholders, employees, agents, representatives, successors and assigns (collectively, the “Indemnified Parties”), from and against, any and all claims, charges, complaints, causes of action, damages, losses, costs, interest, and liabilities of any kind or nature whatsoever, including reasonable attorney’s fees, court costs, costs of experts and costs of investigation, whether known or unknown and whether at law or in equity arising from, related to or in any way connected with the (a) Seller’s participation in the Program, including, without limitation, the removal of any equipment or the design, installation or performance of any energy efficiency or demand management measure or equipment, or (b) Seller’s Agreement to participate in the Program (whether accepted or rejected). Accordingly, the Company recommends that all Sellers consider engaging qualified engineers or other qualified consultants to evaluate the risks and benefits of participation in the Program and the implementation, operation or use of any project or measure on energy consumption, cost savings, or the operation of Customers’ facilities. Seller understands that this Agreement may not be approved if the Company determines that the proposed project does not meet the requirements of the Program. Seller understands that final payment of any incentive amounts is contingent on satisfaction of all terms and conditions of the NWS Program.
Non Assignment	Neither this Agreement, nor any part or the whole of any project arising hereunder, and to include no part or the whole of any work associated with any project, may be assigned, delegated, subcontracted, or otherwise transferred by Seller without the prior written approval of the Company in each case.
Reporting	The Seller and Buyer commit to clear, timely communication regarding relevant NWS project developments. The Seller commits to at least a monthly project updates to the Buyer starting the date of NWS Agreement execution. The Buyer may request additional meetings at its discretion.
Standard Terms	Con Edison’s (i) Special Conditions for Contractor Access to Con Edison Information, (ii) Federal Contracting Provisions, (iii) Gift Policy, (iv) Standard Terms and Conditions for Service Contracts, (v) Standard Terms for Construction Contracts and (vi) Standard Terms and Conditions for Professional Services will be incorporated into the Agreements to the extent applicable [and mutually agreed to by the Parties].
NWS Program Changes	The Company reserves the right to modify or terminate this Program at any time, with or without notice, and without any liability to Applicant or Customer except as expressly stated herein. The Company will honor all written commitments made prior to the date of any such modification or termination, provided that the project is fully

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	completed by the time required hereby or thereby and all other requirements specified herein or therein are satisfied.
NWS Program Expiration	Enrollment for this Program will end at the end of the summer of the final year identified as part this agreement, when funds are depleted, or when the Program is terminated, whichever occurs first.
Modification; Amendment or supplement	This Agreement, together with all documents and other materials delivered pursuant hereto, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements or understandings, written or oral, with respect to such subject matter. Any modification, amendment or supplement to this Agreement shall not be valid or enforceable against either party unless it is in writing and signed on behalf of both parties by their respective duly authorized representatives.
Severability	If any provision of this Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions are in no way affected or impaired. The remaining provisions remain in full force and effect and the invalid, illegal or unenforceable provision will be deemed stricken from the agreement. If necessary to effectuate the intent of the agreement, the parties will cooperate to reach a mutually acceptable provision which is valid, legal, and enforceable to replace the stricken provision.
Disclaimer	The Seller acknowledge and agree that their submission of this Agreement and, if applicable, participation in the Program, are completely voluntary. Seller further acknowledge and agree that neither the Company nor its affiliated entities nor their respective trustees, directors, officers, shareholders, employees, contractors, agents or representatives shall be liable to Seller or to any other person or entity for any claim, charge, complaint, cause of action, damage, loss, agreement or liability of any kind or nature whatsoever, whether known or unknown and whether at law or in equity, arising out of, related to or in connection with (a) any project undertaken or attempted to be undertaken by Seller, including, without limitation, the removal of, installation of, or use of any equipment, load reduction or demand response measures in connection with the Program, (b) the review, rejection or approval of this Agreement, any worksheets, attachments or addendums by the Company or its contractors or representatives, or (c) the determination of the total incentive amounts due to Seller.

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Appendix B: Supplemental Information on Network Overloads, Maps, and Customer Demographics

A. Water Street Cooling Project

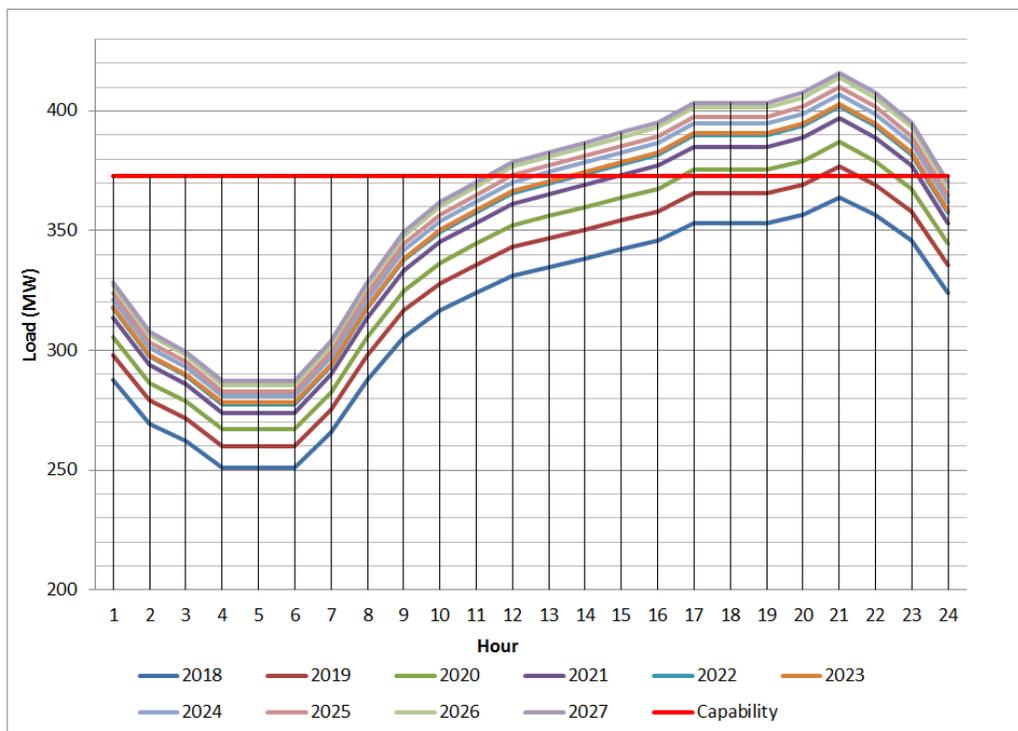
Project Description

The Water Street Substation is located in Brooklyn, New York. The Water Street substation supplies power to the Williamsburg and Prospect Park networks. Con Edison seeks Energy Storage Systems by the summers of 2020 and 2021, respectively.

Hourly Load Curve

The load curve below shows the Company's 10-year forecasted overload for the Water St substation. The Company, under this RFP, is currently procuring ESS projects in Water St to start in May 2020, and May 2021, however awarded projects are expected to be operationally available for 10 years.

**WATER STREET AREA SUBSTATION
10-YEAR HOURLY LOAD FORECAST vs CAPABILITY**



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Area of Need

The maps below outline the networks in blue and denote the area where implementation of DERs would provide load relief. Respondents are encouraged to view the network maps through the Company's [Hosting Capacity](https://www.coned.com/en/business-partners/hosting-capacity) website (<https://www.coned.com/en/business-partners/hosting-capacity>), under the "Non-Wires Solutions" tab. Respondents can search via address to assist in determining customer eligibility. Final verification of customer eligibility resides with The Company.

Prospect Park



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To verify customer eligibility, contact DSM@coned.com

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Customer Demographic Profile

The customer profiles below describe the customers in that could provide load relief to the Network.

Prospect Park Network

Customer Segmentation	Customer Count	Annualized Consumption [kWh]	High Demand 1 Year [kW]	Max Average Billed Demand [kW]
Commercial & Industrial	182	32,366,741	9,280	401
Community	1			
Education	25			
Hospital	17			
Large Office	3			
Large Retail	12			
NYPA - Com	20			
Warehouse/Industrial	104			
Multifamily	14,943	59,890,712	3,870	109
Large Multi-Family - Common Area	1,415			
Large Multi-Family - Res	13,528			
Residential	13,832	64,800,588	1,864	47
NYPA - Res	1			
Single Family - Res	1,332			
Small Multi-Family - Common Area	1,529			
Small Multi-Family - Res	10,970			
Small Business	1,004	57,889,176	15,875	3,738
Miscellaneous/Entertainment	77			
Nursing Home/Lodging	23			
Restaurant	147			
Small Office	439			
Small Retail	318			
Grand Total	29,961	214,947,217	30,888	3,738

2019 Non-Wires Solutions Energy Storage System Request for Proposals

Williamsburg Network

Customer Segmentation	Customer Count	Annualized Consumption [kWh]	High Demand 1 Year [kW]	Max Average Billed Demand [kW]
Commercial & Industrial	2,702	221,419,569	79,881	2,039
Community	5			
Education	138			
Hospital	23			
Large Office	8			
Large Retail	76			
NYPA - Com	192			
Warehouse/Industrial	2,260			
Multifamily	60,197	412,320,714	53,708	1,418
Large Multi-Family - Common Area	4,810			
Large Multi-Family - Res	55,387			
Residential	38,674	242,756,525	21,566	1,026
NYPA - Res	53			
Single Family - Res	2,860			
Small Multi-Family - Common Area	5,174			
Small Multi-Family - Res	30,587			
Small Business	6,634	229,409,146	82,988	517
Miscellaneous/Entertainment	845			
Nursing Home/Lodging	205			
Restaurant	655			
Small Office	3,083			
Small Retail	1,846			
Grand Total	108,207	1,105,905,954	238,144	2,039

2019 Non-Wires Solutions Energy Storage System Request for Proposals

B. Plymouth Street Cooling Project

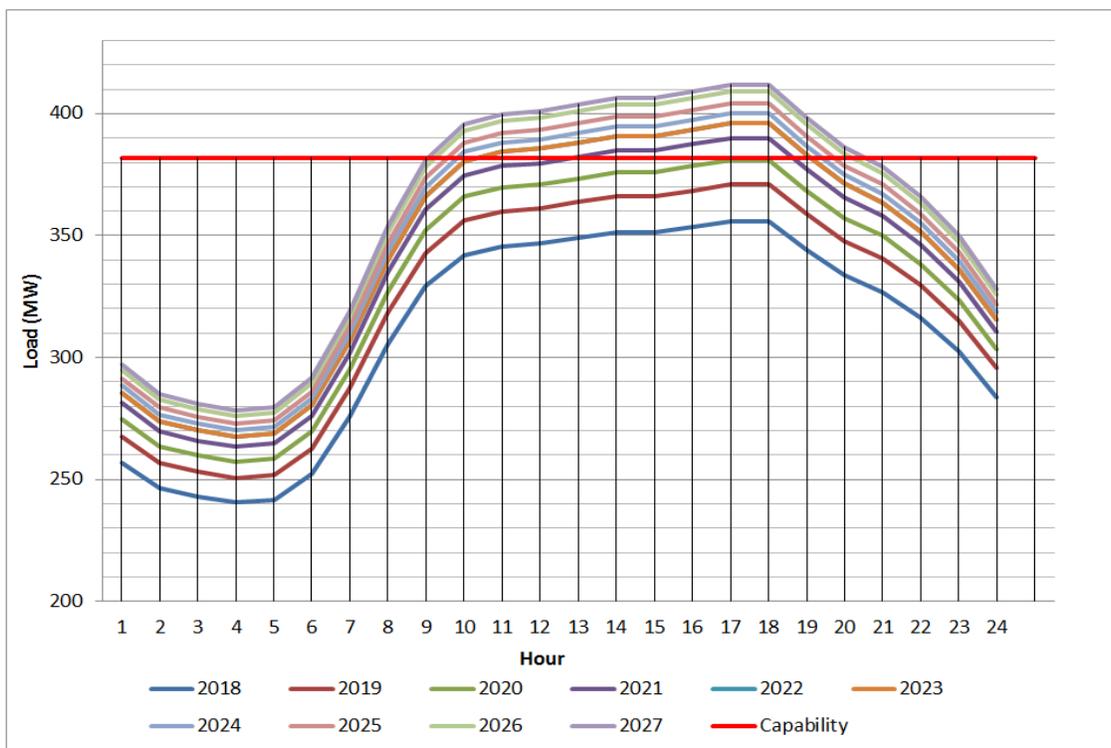
Project Description

Plymouth Street Substation supplies power to the Borough Hall network in Brooklyn. Con Edison is Energy Storage Systems by the summer of 2021.

Hourly Load Curve

The load curve below shows the Company’s 10-year forecasted overload for the Plymouth St substation. The Company, under this RFP, is currently procuring ESS projects in Plymouth St to start in May 2021, however awarded projects are expected to be operationally available for 10 years.

PLYMOUTH STREET AREA SUBSTATION
10-YEAR HOURLY LOAD FORECAST vs CAPABILITY



Area of Need

The map below outlines the network in blue and denotes the area where implementation of DERs would provide load relief. Respondents are encouraged to view the network maps through the Company’s [Hosting Capacity](https://www.coned.com/en/business-partners/hosting-capacity) website (<https://www.coned.com/en/business-partners/hosting-capacity>), under the “Non-Wires Solutions” tab. Respondents can search via address to assist in determining customer eligibility. Final verification of customer eligibility resides with The Company.

2019 Non-Wires Solutions Energy Storage System Request for Proposals

Borough Hall



Customer Demographic Profile

The customer profiles below describe the customers in that could provide load relief to the Network.

Borough Hall Network

2019 Non-Wires Solutions Energy Storage System Request for Proposals

Customer Segmentation	Customer Count	Annualized Consumption [kWh]	High Demand 1 Year [kW]	Max Average Billed Demand [kW]
Commercial & Industrial	1,239	637,304,996	163,814	17,874
Community	5			
Education	108			
Hospital	8			
Large Office	42			
Large Retail	63			
NYPA - Com	205			
Warehouse/Industrial	808			
Multifamily	31,121	259,758,552	39,848	734
Large Multi-Family - Common Area	2,010			
Large Multi-Family - Res	29,111			
Residential	19,619	136,988,655	12,888	3,474
NYPA - Res	15			
Single Family - Res	1,631			
Small Multi-Family - Common Area	2,557			
Small Multi-Family - Res	15,416			
Small Business	3,829	186,875,640	59,949	947
Miscellaneous/Entertainment	319			
Nursing Home/Lodging	120			
Restaurant	424			
Small Office	1,846			
Small Retail	1,120			
Grant Total	55,808	1,220,927,843	276,498	17,874

2019 Non-Wires Solutions Energy Storage System Request for Proposals

Appendix C: Respondent Checklist Form

The Respondent must provide the following checklist which must be properly completed with the proposal and submitted to the Company as part of the proposal.

Checklist Item	Initial
RFP RESPONSE SPECIFIED FOR APPLICABLE PROJECT (Please check all that apply) <input type="checkbox"/> Water Street <input type="checkbox"/> Plymouth Street	
REVIEWED ALL RFP DOCUMENTS AND LAWS AND REGULATIONS THAT IN ANY MANNER MAY AFFECT COST, PROGRESS, OR PERFORMANCE	
FULLY COMPLETED PROPOSAL ADHERING TO THE FORMAT PROVIDED WITHIN THIS RFP	
ENABLED IN CON EDISON PROCUREMENT SYSTEM	
FULLY COMPLETED NON-WIRES SOLUTION QUESTIONNAIRE & CASH FLOW TEMPLATE	
<ul style="list-style-type: none"> • Summary 	
<ul style="list-style-type: none"> • Energy 	
<ul style="list-style-type: none"> • Financials 	
<ul style="list-style-type: none"> • ESS Cash Flow 	

NOTE: FAILURE TO COMPLY WITH RFP PROCESS, COMPLETE AND SUBMIT OF ALL THE ABOVE DOCUMENTS ON THE FORMS PROVIDED HEREIN, WILL RESULT IN A REJECTION OF YOUR BID.

By placing my initials in the boxes provided above, I acknowledge having read and that I understand fully all of the requirements, including with regard to each of the documents referenced herein.

RESPONDENT (SIGNATURE): _____

RESPONDENT (PRINT NAME): _____

DATE: _____