Consolidated Edison Company of New York, Inc.

Request for Proposals

2026 Bulk Energy Storage
Scheduling and Dispatch Rights

UPDATED VERSION
– 8/6/26

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1 General Information

1.1 Introduction

Consolidated Edison Company of New York Inc. ("CECONY" or the "Company") is issuing this Request for Proposals (herein referred to as the "RFP") to solicit Offers ("Offers") from developers ("Bidders;" each, a "Bidder") for the offering described herein, which requires scheduling and dispatch rights for new front-of-the-meter ("FTM") energy storage resources.[1] This offering is described further in Section 2 and further explained in the Appendices to this document.

CECONY is administering this RFP to meet the requirements of orders issued by the New York State Public Service Commission ("NYPSC" or the "Commission") in Case 18-E-0130, *In the Matter of Energy Storage Deployment Program*.[2] In its decisions, the NYPSC directed New York's electric utilities to conduct competitive solicitations to seek to procure scheduling and dispatch rights to at least 10 MW of energy storage resources, and CECONY to procure at least 300 MW, provided the awarded Offers do not exceed a Utility-Defined Procurement Ceiling.[3] Consistent with the Storage Orders, contracts issued in the current procurement may have a maximum term of 15 years, and Project(s)[4] must be operational by December 31, 2030.[5]

Definitions of capitalized terms used herein can be found in Section 6 of the RFP or in Exhibit A of the applicable Agreement. Bidders are expected to adhere to definitions used herein.

Unless stated otherwise, any references herein to Articles, Sections or Appendices are to Articles, Sections, or Appendices contained in these RFP Instructions.

All clock times specified throughout these RFP instructions are in Eastern Prevailing Time (EPT).

1.2 Schedule and Process

CECONY's expected RFP schedule is as follows:

Step	Action	CECONY Dates
1	Issue RFP	May 22, 2026
2	CECONY Hosts Webinar	June 5, 2026

[1] Front-of-the-meter resources are those directly interconnected on distribution or transmission networks or in connection with a generation asset.

[2] *See* Case 18-E-0130, *In the Matter of Energy Storage Deployment Program* (Energy Storage Proceeding), Order Establishing Energy Storage Goal and Deployment Policy (issued December 13, 2018) (Storage Order"); Order Directing Modifications to Energy Storage Solicitations (issued April 16, 2021) ("First Modification Order"); Order Directing Further Modification to Energy Storage Solicitations (issued March 16, 2022) ("Second Modification Order;" and, collectively with the Storage Order and the First Modification Order, the "Storage Orders").

[3] The amount of MWs procured will depend upon Offer prices received and funding availability. As such, CECONY may procure more or less than the targeted MW capacity identified in the NYPSC Orders.

[4] Project requirements are defined in Appendix D1.

[5] See Second Modification Order. Any extensions of this date approved through subsequent regulatory action may be applied to Projects selected as part of this Procurement.

2	Bidders submit proposals	September 4, 2026
3	Bid review complete, and Bidders notified	September 15, 2026
4	Contracts executed	Q4 2026- Q1 2027

The RFP schedule and documentation are subject to change at any time and for any reason. CECONY will endeavor to notify Bidders of any changes to the RFP but shall not be liable for any costs or liability incurred by Bidders or any party due to a change or for failing to provide notice of any change. Changes to the RFP will be posted on the RFP website.[6]

1.3 Changes from last RFP

The Company highlights the following changes to this RFP from the 2024 RFP:

	2024 RFP	2026 RFP
Project Eligibility	Distribution and Transmission connected Projects were submitted at the same time in one procurement cycle but considered separately	This procurement is for transmission connected Projects only and seeks to align with NYISO Transition Cluster Study timing
Maturity Requirements for Transmission Projects	Transmission connected Projects are required to have obtained Capacity Resource Interconnection Service (CRIS) rights through a Class Year or Cluster Study Process	Transmission connected Projects are required to have obtained active Capacity Resource Interconnection Service (CRIS) rights through a previous Class Year process or currently be in Phase Two of the ongoing NYISO Transition Cluster Study
Procurement Process	Procurement ran in two Phases where some information was non-binding as of Phase One	Single-phase solicitation with all materials binding upon submission
Payment Structure	Bidders were able to specify one of two payment structures for receiving their Offer Price	Bidders will utilize an upfront payment structure for receiving their Offer Price

[6] RFP website: https://www.coned.com/en/business-partners/business-opportunities/bulk-energy-storage-request-for-proposals

Contract Execution	Phase Two requested full binding redlines to ESSA submitted by Bidder	Bidders expected to adhere fully to the Agreement

2 CECONY RFP: Eligibility and Requirements

2.1 RFP Overview

CECONY is seeking Offers for individual energy storage Projects connected to the transmission system, that can safely operate according to Company-required standards, and that are capable of individual, direct participation in New York Independent System Operator Markets[7] ("NYISO Markets"). An energy storage resource in this RFP must be capable of acting as a standalone asset regardless of whether it is co-located with a generation asset.

Bidder's Offer Price, as further detailed in Appendix B, shall take the form of a proposal for an upfront Commercial Operation Payment that shall represent at least forty percent and no more than seventy percent of the Total Compensation Amount with Annual Post-Commercial Operation Payments paid in even increments over the rest of the Contract Term.

If awarded, the Bidder will receive payments from CECONY reflecting the Offer Price. Payment terms, structure, and milestones are described in detail in the Agreement (Appendix D1).

Winning Bidders will be required to enter into an Agreement with CECONY for a term of up to fifteen years. Winning Bidders must become NYISO Market Participants,[8] provide all information and support necessary to successfully complete asset registration in the NYISO Markets and comply with all NYISO and Federal Energy Regulatory Commission ("FERC") requirements. Winning Bidders must also provide the necessary staffing, communications, metering, and telemetry required to safely operate and participate in the NYISO Markets for Products (as defined in the Agreement).[9] Winning Bidders will retain ownership of the energy storage Project and will be required to maintain the system in a manner that meets or exceeds requirements specified in the Agreement. Winning Bidders must also be able to respond and operate the asset in accordance with the schedules set and communicated by CECONY and/or the NYISO. See Section 2.5, the Appendices to the RFP, and the Agreement for additional details.

Throughout the Agreement term, CECONY will be designated the financially responsible party with the NYISO and have the sole right and responsibility to bid and schedule the storage asset into the NYISO

[7] As defined in Appendix D1.

[8] The Winning Bidder will be a NYISO Market Participant, retain operational control of the asset, and be responsible for receiving real time dispatch signals/instructions from the NYISO Market during the Agreement term. CECONY will be responsible for asset bidding, scheduling, and NYISO settlements during the Agreement term.

[9] As defined in Appendix D1.

Markets.[10] CECONY will receive all associated NYISO revenues and will pay any NYISO-related charges, including posting and maintaining any necessary collateral to facilitate NYISO transactions. Bidders are responsible for enabling, operating, and maintaining service for both Station Use[11] and storage charging, including standby and buyback charges to the extent applicable based on Interconnection Point.[12] CECONY will directly pay for Charging Energy Costs including both distribution and supply charges related to battery charging and discharging but not including auxiliary loads.[13]

At the end of the Agreement term, scheduling and dispatch rights will revert to the owner for the remainder of the asset's useful life. CECONY and the developer will notify the NYISO of the scheduling and dispatch rights transfer with sufficient advance notice to effectuate the change at the termination or expiration of the Agreement.

Bidders are expected to review the instructions in this RFP and its Appendices, as well as any clarifications to this RFP, and Q&A responses, if and to the extent posted, to facilitate their submission of Offers that meet or exceed all requirements. To the extent there are any discrepancies between the RFP or Appendices and the RFP Q&A (if any), then the RFP and Appendices supersede and govern.[14] Bidders will submit all required Offer documentation as articulated in this RFP, its Appendices, and any RFP Q&A. Offers will be evaluated based on the quantitative and qualitative criteria described in Section 3.

This RFP will be conducted through a one phase solicitation. Bidders must complete all requisite Appendices as part of their bid. All proposed Projects and all required materials must be submitted in their entirety by the date and time specified in the RFP and are binding.

All costs anticipated to be incurred by the Bidder for the proposed Project prior to the proposed Project's Commercial Operation Date ("COD")[15] and throughout the Agreement term should be considered in the Offer Price.[16] It is strongly recommended that Bidders also consider the value of

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[10] CECONY intends to provide charging and discharging schedule to the Winning Bidder(s) by 5 p.m. the prior day via email. Within the day, any changes to the asset schedule in the real time NYISO Market will be communicated through dispatch signals originating from the NYISO. Assets are expected to have Automatic Generation Control (AGC) capability and the appropriate communications telemetry to enable it to follow NYISO base points and qualify for NYISO Products. Lead time for dispatch signals will be based on NYISO schedule for spinning reserve and RT energy. Assets are expected to install telemetry and communications that meets the NYISO requirements to enable real time market dispatch. Additionally, developers are expected to have appropriate 24-hour monitoring and control and have appropriate staffing to be able to respond immediately when telemetry and control becomes non-responsive to meet safe operating requirements.

[11] As defined in Appendix D1.

[12] As defined in Appendix D1.

[13] As defined in Appendix D1. Station Use and Auxiliary loads will be required to be separately metered.

[14] Please note there may be instances of additional changes and/or clarifications made in the RFP and Appendices that are not fully aligned with or differ from the responses provided in any posted Q&A. The Q&A, if any, may not be updated to account for these.

[15] As defined in Appendix D1.

[16] Bidders should consider the impact of property taxes throughout the life of the Project and the potential abatement options available. More information about reducing property taxes can be found here: https://edc.nyc/nycida and https://www.nysenate.gov/legislation/laws/RPT/487

market participation and all potential revenue sources for the energy storage Project in the post-Agreement period when determining an Offer Price to maximize the Offer's competitiveness.

2.2 Bidder's Qualification

All Bidders must meet certain requirements. The intent of Bidder requirements is to ensure receipt of well-developed Offers from experienced Bidders that will meet the In-Service Deadline.

Bidders must, at minimum:

1. Demonstrate experience deploying the proposed commercialized storage technology at scale with at least 2 MW in a single Project in an expeditious manner.

2. Provide at least three years of Audited Financial Statements.[17]

3. Provide a written certification that all RFP requirements have been reviewed, are understood, and will be complied with for all Offers provided. Failure to meet all RFP requirements will result in automatic Offer rejection.

4. Complete the Bidder's Qualification Questionnaire (Appendix A).

2.3 Size Requirements

Proposed Projects must be greater than 5 MW of Dispatchable Capacity, interconnected electrically within CECONY's service territory and separately metered from any other load or generation at the site.

2.4 Site Control

Bidders must have existing Site Control for all proposed Projects to be electrically interconnected within CECONY's service territory. Site Control[18] status must be stated in Appendix B and demonstrated and detailed as described in Appendix C1.

2.5 Technical Requirements

2.5.1 System and Operational Requirements

All eligible systems will be energy storage systems capable of generating at maximum output for at least four-hours in duration.[19] Bidders may assume the following usage profile for purposes of system specification, which reflect the probable range of system usage by CECONY over the Agreement period:

[17] As defined in Appendix D1.
[18] See Appendix D1.
[19] Operational parameters shown here are offered to Bidders for purposes of technical system design only. These parameters are separate and distinct from commercial performance requirements described in the Agreement.

- Capability to operate at maximum 21 cycles in 21 days[20]
- Average state of charge of 50-80%[21]
- At least 1400 MWh of discharge Throughput per MW per year of Dispatchable Capacity maintained through the term of the Agreement[22]

All proposed Projects must meet the following requirements over the Agreement term. The methodologies and definitions for each requirement are detailed in the Agreement (Appendix D1):

- Must maintain at least a 98% Availability for dispatch in each calendar year
- Must demonstrate a minimum Roundtrip Efficiency of 80%
- Must maintain a Dispatchable Capacity rating at least equal to the Offer's Guaranteed Capacity
- Must have a minimum Response Rate (or Ramp Up Rate and Ramp Down Rate) of at least 10% of the battery energy storage system's Dispatchable Capacity per minute
- Must comply with NYISO tariff requirements for providing Voltage Support Services[23]

2.5.2 Interconnection Requirements

Bidders must have completed and submitted an interconnection application at the time of the Offer submittal. In addition, all proposed Projects must ultimately complete required Interconnection Study(ies) and receive Capacity Resource Interconnection Service ("CRIS") and/or Energy Resource Interconnection Services ("ERIS") rights, as applicable. Bidders must remain active in the applicable interconnection queue for proposed Projects until that Project has been interconnected.

Projects must have a single exclusive NYISO Interconnection Point, be able to send/receive electronic signals from CECONY (acting on its behalf) and meet NYISO communication requirements to enable NYISO Market participation. Bidders will be responsible for all activities and costs associated with NYISO and/or CECONY communications requirements to enable NYISO Market participation. Bidders must submit their known and/or best estimates of interconnection costs as part of their Offer.

All Projects must operate within reactive power parameters set by the Company or NYISO and be capable of dynamic adjustment upon request and as required by system operators and conditions. Projects should expect to provide reactive power support if the need is identified during the interconnection process.

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[20] A cycle is a sequence of injecting electric energy into a battery then withdrawing electric energy from a battery, where one cycle is the charge and discharge of a battery's total useable energy storage capability.

[21] Average state of charge defined as ratio of average stored energy capacity available throughout Agreement period divided by total useable energy storage capacity at 100% state of charge.

[22] See Appendix D1.

[23] We expect the Projects to adhere to the leading and lagging requirements defined in the NYISO Ancillary Services Manual: https://www.nyiso.com/documents/20142/2923301/ancserv.pdf/df83ac75-c616-8c89-c664-99dfea06fe2f

Consistent with the Storage Orders, storage Projects that have an executed interconnection agreement prior to December 13, 2018 are ineligible to participate in this solicitation. In addition, Projects that have already achieved Commercial Operation are not eligible to participate in this Procurement.

Please refer to Appendix C2 and the Agreement (Appendix D1) for additional information.

2.6 Credit Requirements

Bidders must provide a Letter of Credit or cash collateral to CECONY at the time of Agreement execution. Bidder must maintain the Letter of Credit or cash collateral from Agreement execution throughout the term of the Agreement, on terms set forth in the Agreement. (See Appendix D1). In the event of any discrepancy between the security requirements described in the RFP documents and in Appendix D1, Appendix D1 governs.

2.7 Safety and Security Requirements

CECONY requires Bidders to recognize that safety is of paramount importance. In connection with this solicitation and any executed Agreement, Bidders will be required to provide safety information related to the technology for the Project in Appendix C3 and information regarding safety history, including for the entities that will construct, operate, and maintain the Project(s). They are also advised to consult the resiliency considerations described in Appendix C3. Bidders will be required to submit physical security plans for adequacy evaluation by the Company. These plans should include proposed security measures to secure the plant perimeter, monitor the site, equipment, data, and control systems, and prevent unauthorized entry and control access. Storage Projects must meet all New York City Department of Buildings, Fire Department, Company, and any other government agency design and safety requirements as applicable. See Appendix C3 for additional details.

Bidders will be required to complete the Company's Third Party Risk Management Process (TPRM), which assesses Bidder's cyber security and other practices relative to Company requirements and their ability to appropriately protect the Company from undue risk. This assessment process is a standard requirement of all prospective and existing CECONY vendors to be eligible to become, and remain, a contract counterparty.

3 Offer Evaluation Criteria

The Company will consider quantitative and qualitative criteria to evaluate Offers.

See below for a detailed summary of quantitative and qualitative criteria, and the process by which the Review Team will evaluate and prioritize Offers.

3.1 Quantitative Factors

Bidders should provide only their best Offer Price. Projects will be ranked based on their Quantitative Scores. The exact amount of energy storage capacity that will be selected for contracting will depend upon the competitiveness of the bids submitted and may exceed the 300 MW target initially set out in the Storage Order.

The Company will use the following formula based on its forecast of value, benefits, and pricing to evaluate Offers:

Quantitative Score** = **Net Market Value** + **Environmental Benefit** – **Offer Price

***Net Market Value** =*

*(**Energy Value** + **Ancillary Services Value** + **Capacity Value**)*

*– (**Charging Cost + NYISO Fees**)*

Where:

- **Energy Value =** projected revenues from NYISO energy market sales over the asset's delivery term.
- **Ancillary Services Value =** projected revenues from participation in 10-minute and 30-minute Operating Reserves markets. Where applicable, participation in Voltage Support Service under its Market Services Tariff (Rate Schedule 2) will be considered.
- **Capacity Value =** projected revenues from NYISO capacity markets over the asset's delivery term.
- **Charging Cost[24] =** expected costs of charging at projected LBMP[25] prices.
- **NYISO Fees =** includes participation fees, and related charges made by the NYISO to the asset scheduler/bidder.

Environmental Benefit: Where applicable, an Environmental Value will be determined and assigned to each Offer. Bidders can also describe the qualitative aspects of the environmental benefits their Projects provide.

Offer Price ("O") submitted by Bidders based on Project-specific hurdle rate and financing requirements.

3.2 Qualitative Factors

CECONY will use the following qualitative criteria:

1. **Project Viability**- Evaluates the likelihood that the Project can be successfully developed and can meet use case requirements for the Contract term. Evaluation will consider the Project's viability, risks, and likelihood of meeting NYPSC requirements for operational Projects by December 31, 2030. For transmission connected Projects to be considered viable for this procurement, they must have accepted cost allocation and have active Capacity Resource Interconnection Service (CRIS) rights as part of the NYISO interconnection process before bidding or be currently in Phase Two of the ongoing NYISO Transition Cluster Study.

[24] The Company accounts for the transmission and distribution expenses of charging the Project even if they are the Company's responsibility.

[25] As defined in Appendix D1.

2. **Location** – CECONY will consider the Project's location in the evaluation of Offers.
3. **Environmental Benefits**- Descriptions of the Project's contribution towards achieving New York State's energy policy or improving local environmental conditions will be considered.
4. **Bidding Team Experience** – Evaluates the extent of the Bidder's and Bidder Team's energy storage and New York experience developing and operating energy storage Projects as described in Appendix A. CECONY reserves the right to request and contact references as part of the solicitation process. The experience of the entire team will be evaluated, but preference and additional weight will be given to direct Bidder experience relative to others (such as EPC contractors, O&M providers, etc.).
5. **Safety** – Evaluates potential safety and risks and mitigation plans associated with Bidder implementation plans.
6. **Community Engagement**- Evaluates the demonstrated level of consideration for education and outreach activities to engender community support for the Project.
7. **System Design** – Evaluates system specifications, warranties, expected operational parameters and associated restrictions/ limitations on use of the proposed Project. Evaluation will consider technical responses provided in Appendix C3 coupled with additional technical materials provided (e.g., warranties). Preference will be given to proposed systems that demonstrate capabilities to meet CECONY's use case while minimizing restrictions on use of the system.
8. **Credit Quality** – Evaluates the Bidder's ability to perform all financial and financing obligations under the Agreement. Evaluation will include the response to Financial & Credit Information Appendix C5.
9. **Bidder Concentration** – CECONY may consider the amount of MW per Bidder to promote a diversity of Projects.

4 Offer Submittal Process

4.1 Offer Submission Instructions

All Offers must be uploaded to the Con Edison "Bulk Storage RFP Bidder Portal" website (SharePoint) on or prior to the deadline. Individual and secure Bidder-specific web links to upload Offers will be provided to a single point-of-contact for each Bidder. To express interest in receiving the link to submit an Offer, please email BulkStorageRFP@coned.com with one point of contact, an email address, and the requesting organization. Emailed links will be provided on Friday, August 21, 2026 by 5pm EPT.[26]

Bidders will be required to login via a Microsoft account or applicable Organizational account to the SharePoint Online portal (via the link provided). To avoid any delays, please confirm your ability to log-in and upload files well in advance of the submittal deadline.[27] Access to the designated folders will close promptly at 5pm EPT on the submission deadline. No extensions will be considered for technical issues not raised at least 5 business days prior to the submission deadline. Bidders who fail to submit by the due date and time will be excluded from the Offer evaluation process.

Instructions for use of the SharePoint portal and document naming conventions are below to ensure consistency for efficient and complete Offer evaluation.

- Within your specific Bidder folder and within the pre-established CECONY folder, create a unique subfolder for each Offer and label the folder using the naming convention *"Utility_Bidder Name_Project Name".* Offers' subfolders should be placed in the applicable utility folder. The *"Project Name"* should match the name provided in the Offer documents.
- Multiple Offers will require creating multiple new subfolders within the applicable utility folder. Upload the entirety of each Offer into the relevant user-created subfolder.
- Variations should be uploaded into additional separate subfolders named *"Utility_Bidder Name_Project Name_Variation #"* under the associated Offer folder.
- Primary documents names should use the naming convention *"Utility_Bidder Name_Project Name_Document Name"*. For example, "CECONY_Con Edison Inc_4 Irving Place ESS_Appendix C2".
- Supporting or referenced documents to the primary documents should be clearly labeled as follows *"Utility_Bidder Name_Project Name_Document Name_referenced document description"*. For example, "CECONY_Con Edison Inc_4 Irving Place ESS_Appendix C7_Project team org chart".
- **Offer and Variation submissions should be structured to match exactly the organization of the primary RFP documents and submitted as individual searchable PDFs for the Cover Letter, Bidder Checklist, Offer Body, and each Appendix as shown in the table in RFP Section 4.3 Offer Submission Format (reproduced below with "Submission Format" column added for format clarity)**

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[26] The email will come with subject "[Sender Last Name, First Name] wants to share [Bidder Name]". If you do not receive in your Inbox, please check your Junk/Spam Folder.

[27] When you log-in, if you get a "You need permission to access this item" message, please click the "Request Access" button. Once this request is approved you will receive a verification email with a link to access your specific folder. If you receive an error message saying your email is not listed in the SharePoint directory, please try logging in 30 minutes later. If you receive any other access error messages please let us know as soon as possible at BulkStorageRFP@coned.com.

Please contact the RFP team at BulkStorageRFP@coned.com with any questions or technical issues.

4.2 Offer Submission Format

Bidders are eligible to submit one or more Offers for this RFP. Each individual Offer should be provided in the format specified below and submitted via the "Bulk Storage RFP Bidder Portal website" (SharePoint). Multiple Offers should be submitted in multiple dossiers with each Offer submitted on separate subfolders. Only complete Offers will be accepted and evaluated. Offers are due no later than 5:00 P.M. EPT on September 4, 2026.

It is the Bidder's responsibility to thoroughly review all provisions of the respective supporting documents and all requirements of this RFP process and to understand all anticipated costs that should be factored into the Offer Price. Bidders are encouraged to mark sections of their bids "confidential" as needed so they are treated as such by the review team.

Offers shall be organized as follows:

Offer Section	Offer Section Title	Reference	Submission Format[28]
N/A	Cover Letter		searchable PDF
N/A	Bidder Checklist Form	• Completed Appendix C6	searchable PDF
Offer Body	• Proposed ESS Solution Description • Project Schedule • Potential Risks and Challenges • Professional Background and Experience with the Proposed Solution		searchable PDF
Offer Appendices	• Bidder's Qualification	• Complete RFP Appendix A	Searchable PDF
	• Offer Form	• Completed RFP Appendix B • (One per Offer, Variant of Offer)	XLSX
	• Site Control	• Completed RFP Appendix C1	searchable PDF
	• Electric Interconnection	• Completed RFP Appendix C2	searchable PDF
	• Technical Information	• Completed RFP Appendix C3	searchable PDF
	• Permitting & Schedule	• Completed RFP Appendix C4	searchable PDF
	• Financial & Credit Information	• Completed RFP Appendix C5	searchable PDF
	• Bidder Checklist	• Completed RFP Appendix C6	searchable PDF

[28] Each individual document/file within the Offer specific folder to use the naming convention identified in section 4.1.

	• Warranties, Performance Guarantees and Maintenance Plans	• Completed RFP Appendix C7	searchable PDF

Cover Letter

The cover letter shall include the following:

- Bidder legal name and address
- The name, title and telephone number of the individual authorized to bind Bidder to the Agreement
- The signature of a person authorized to contractually bind Bidder's organization
- A statement that the Bidder has read and understands all provisions of the RFP

Bidder Checklist

Bidder should provide to CECONY the properly completed Bidder Checklist (Appendix C6) as part of an Offer. A Bidder Checklist (Appendix C6) is needed for each Offer submitted.

Offer Body

This section should contain a response to the RFP requirements as described in Appendices to this RFP. Please limit Offers to 10 pages maximum not including the Cover Letter, Checklist, and Appendices. The following information addresses major areas that shall be included in Bidder's Offer:

- Proposed energy storage system
  - Energy storage system design characteristics (e.g., equipment, configuration)
  - Energy storage system performance characteristics (e.g., Roundtrip Efficiency, Guaranteed Availability, Guaranteed Capacity, Maximum and Minimum State of Charge, Capacity and System Efficiency Degradation Rate) [29]
  - Description of warranties and approach to maintaining Availability and Performance Guarantees[30]
- Project schedule
- Potential risks and challenges with detailed plans to address/mitigate
- Professional background and experience with the proposed solution

Offer Appendices

Bidders must complete all documentation required of Offers as described in the Appendices to this RFP. See Appendices for details of what is required to be submitted. This document only provides a high-level description of the details provided in the various Appendices.

Agreement

Bidders are required to review in full the Agreement provided in Appendix D1, including both its commercial and legal terms, with specific attention to the development, financial, and operational

[29] As defined in appendix D1.
[30] Ibid.

requirements for the Project. Full due diligence to ensure ability to meet all obligations under the Agreement, including financial obligations, is required. The Company is issuing this Agreement as a standard program offer to Bidders and does not expect to consider any substantive changes to the Agreement. Bidders should be prepared to sign the Agreement as presented if selected. All costs for which compensation is needed to sign the Agreement should be included in the Offer Price.

Additional Materials

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

- Project experience examples (no more than one-page per Project)
- Organizational charts and resumes
- Other relevant information

4.3 Offer Fee

Bidders must pay an Offer Fee at the time of submission in the amount of $10,000 for each Offer submitted. As many as two variations on each Offer, as described in 4.5, are permitted without an additional Offer Fee.

- Purpose of Offer Fee

  The Offer Fee contributes to funding CECONY's administrative costs to assemble, review, prioritize, and award Offers to Bidders. Offer Fees also reflect the Bidder's commitment to prepare thorough, competitive Offers.

- Form of Offer Fee

  The Offer Deposit must be made by cash (via wire transfer) or check.

  NOTE: If a Bidder fails to submit the Offer Fee prior to or contemporaneously with the Offer's submission, the Bidder's Offer will be rejected.

- Submission of Offer Fee

  CECONY will provide wire transfer instructions to interested Bidders when access to the Bulk Storage RFP Bidder Portal website is granted. Bidders have until 5 p.m. EPT on the date bids are due to remit their fee.

- Refund of Offer Fee

  In the event the RFP is canceled prior to the review of any Offers, the Offer Fee will be refunded. After the evaluation process has begun, however, no refunds will be made, regardless of whether an Offer is or is not selected. In the event of Project withdrawal, the Offer Fee will not be refunded.

4.4 Number of Offers and Variations Allowed Per Bidder

Bidder's Offers are defined by Project Interconnection Point (i.e. 1 IP = 1 Offer, 2 IPs = 2 Offers, etc.). There is no restriction on the number of Offers Bidders may submit. More than one Offer may be located at the same location, but each would require separate Interconnection Points and metering. In other words, multiple Offers at a single location will be considered separately if they have separate Points of Interconnection. In this situation, each Project would require a separate Offer submission.

A separate and complete submission is required for each Offer. Each Offer must be complete as a standalone submission and may not reference information contained in other Offers. An Offer Fee is required for each Offer submitted.

Bidders are permitted to submit Offer variations using the same Interconnection Point by varying the Dispatchable Capacity of the proposed storage Project at each location within the allowable amount based on interconnection application rules. Each Offer may include up to two Offer Variations (i.e., the original Base Offer and two (2) additional variations of that Offer). Only one Offer Fee is required for a Base Offer plus Offer Variations.

An entirely new Offer package is not required for each variation. A written explanation indicating which sections are duplicative over multiple Offer Variations is required. Variations of a Base Offer must be clearly marked, described as such, and submitted with the Base Offer in a single PDF. A separate Offer Form (Appendix B) is required for each Offer Variation.

Note: Offer Variations may only alter a single system's Dispatchable Capacity and associated price and cost information. Other Offer variations such as (but not limited to), modifying the payment structure, contract term length, commercial operation date, duration, technology, capabilities, location, and Interconnection Point will not be accepted nor considered as a single Offer. Though each Offer will be considered separate, if economies of scale can be achieved through multiple proposed Projects being selected, please note this in your Offer along with opportunities for reduced pricing.

5 Collusion and Other Prohibited Activities

5.1 Collusion

Collusion with other Bidders prior to, during, or after the RFP is strictly prohibited. Collusion and other prohibited activities include but are not limited to: discussing Offer strategies with other Bidders, engaging in any activity with the intent of influencing the outcome of the RFP in a manner inconsistent with competitive behavior, or taking any action to otherwise undermine the competitive nature of the RFP or to benefit from Company compensation without the intent or expectation of providing services described in this RFP. The Company shall have the discretion to determine when collusion or other prohibited activities have occurred and to take any appropriate action, including disqualifying Offers, barring participation in future RFPs or programs, and reporting the activity to the New York State Department of Public Service (the "NYDPS"), the NYPSC, NYSERDA and any other appropriate Governmental Authorities.

5.2 Confidentiality

In connection with this RFP, CECONY will keep confidential, and not disclose to any Person (except as set forth below), any information pertaining to Bidder or its Offer provided by or on behalf of Bidder that is non-public, proprietary or confidential in nature and is clearly marked or otherwise identified as such. The foregoing shall not preclude CECONY from publicly identifying the Bidders who win Agreements as a result of this RFP, or from disclosing Bidder's confidential information (a) to CECONY's trustees, officers, employees, consultants, contractors and agents for the purpose of evaluating Bidder's Offer, or (b) pursuant to a legal or regulatory requirement (including, without limitation, of the NYPSC and/or NYDPS) provided that CECONY will make reasonable efforts to prevent the information's further disclosure. Confidential information does not include information that (i) is in or enters the public domain other than as a result of CECONY's unauthorized disclosure, (ii) Bidder expressly authorizes CECONY to disclose, (iii) is already known or becomes known to CECONY on a non-confidential basis other than as a result of a breach of any confidentiality obligation known to CECONY, or (iv) is independently developed by CECONY without reference to the confidential information. This obligation of confidentiality will expire upon execution of a definitive Agreement between the parties with respect to the subject of this RFP, in which event the terms of this paragraph shall be superseded by the confidentiality provisions of such definitive Agreement.

5.3 Execution of Agreement

By submitting an Offer, the Bidder agrees, if its Offer is selected by CECONY, that it is prepared to execute a definitive Agreement as presented in Appendix D1. CECONY expects that Contracts will be executed in Q4 2026.

5.4 Termination Rights

CECONY reserves the right at any time, in their sole discretion, to terminate the RFP for any reason whatsoever without prior notification to Bidders and without liability of any kind to, or responsibility of, CECONY or anyone acting on CECONY's behalf. Grounds for terminating the RFP may include (but are not limited to) the failure of any Offer following evaluation to provide adequate ratepayer benefit.

CECONY reserves the right to change the Offer evaluation criteria for any reason and at any time, to terminate further participation in this process by any Bidder, to evaluate the qualifications of any Bidder, to accept any Offer or to enter into any definitive Agreement, and to reject any or all Offers, all without notice and without assigning any reasons without liability to CECONY or anyone acting on CECONY's behalf. CECONY shall have no obligation to award any contract pursuant to any Offer.

In the event of termination of the RFP for any reason, CECONY will not reimburse the Bidder for any expenses incurred in connection with the RFP regardless of whether such Bidder's Offer is selected, rejected, or disqualified.

6 Definitions

Key terms in this RFP and Appendix documents are defined by CECONY below. See Exhibit A in the Agreement (Appendix D1) for additional RFP definitions not included below.

Base Offer: The Bidder's primary Offer submitted in response to this RFP.

Bidders: Entities that submit Offers in response to this RFP.

Capacity Degradation: The decline of total energy capacity attributed to the battery modules.

Charge Response Rate (Ramp Up Rate): The speed at which a storage system can move from zero output to its Maximum Allowable Charge Rate, measured as described in the Storage Rating Test Exhibit to the Agreement (Appendix D1).

Commercial Operation Outside Deadline: The date established by the NYPSC by which a Project must achieve commercial operation. See Appendix D1 for more detail.

Cycle: The sequence of injecting electric energy into a battery then withdrawing electric energy from a battery, where one cycle is the charge and discharge of a battery's total Dispatchable Capacity.

Discharge Response Rate (Ramp Down Rate): The speed at which the storage system can move from zero output to its Maximum Allowable Discharge Rate, measured as described in the Storage Rating Test Exhibit to the Agreement (Appendix D1).

Dispatchable Capacity: The amount of MWs that can continuously be dispatched by the storage system and measured as described in the Storage Rating Test Exhibit to the Agreement.

Environmental Value: The pecuniary value ascribed to reductions in greenhouse gas emissions (GHGs) and other benefits.

Greenhouse Gases: Includes carbon dioxide, methane, nitrous oxide, fluorinated and other gases.

Lower Operating Limit: The minimum MW level at which the energy storage resource is willing to operate.

Lower Storage Limit: The minimum amount of energy an energy storage resource is physically capable of storing.

Market Participant: An entity, excluding the ISO, that produces, transmits, sells, and/or purchases for resale Unforced Capacity, Energy or Ancillary Services in the NYISO Wholesale Market. Market Participants include: Transmission Customers under the NYISO OATT, Customers under the NYISO Services Tariff, Power Exchanges, Transmission Owners, Primary Holders, LSEs, Suppliers and their designated agents. Market Participants also include entities buying or selling TCCs. Definition per NYISO Market Services Tariff (MST) Section 2.13. See the MST for more information.

Maximum Allowable Charge Rate: The maximum warrantied MW quantity of electric energy that a resource using the NYISO participation model for energy storage resources can receive from the grid.

Maximum Allowable Discharge Rate: The maximum warrantied MW quantity that a resource using the participation model for energy storage resources can inject into the grid.

Minimum Allowable Charge Rate: The minimum warrantied MW level that a resource using the NYISO participation model for energy storage resources can receive from the grid.

Minimum Allowable Discharge Rate: The minimum warrantied MW output level that a resource using the participation model for energy storage resources can inject onto the grid.

Offers: Energy Storage Project proposals submitted by Bidders to this RFP.

Offer Variation: An Offer using the same Interconnection Point as the Base Offer but varies by Dispatchable Capacity.

Project: A Project consists of the Storage Unit, Owner's Interconnection Facilities, Prevention Equipment and System Protection Facilities, together with all materials, equipment systems, structures, features and improvements necessary to store, charge and discharge electric energy at the Project.

Rated Power: Measured in megawatts (MW), the intensity of the electricity delivered to the grid from the battery energy storage system.

Response Rate (Ramp Rate): How quickly the Energy Storage Resource can respond to dispatch instruction from the NYISO under various operating conditions.

State Environmental Quality Review Act: New York's State Environmental Quality Review Act (SEQR), which requires all state and local government agencies to consider environmental impacts equally with social and economic factors during discretionary decision-making. Such agencies must assess the environmental significance of all actions they have discretion to approve, fund or directly undertake.

Subsidiary: With respect to any Person, means any corporation, general or limited partnership, joint venture, limited liability company, limited liability partnership or other Person that is a legal entity, trust or estate of which (or in which) (a) the issued and outstanding capital stock having ordinary voting power to elect a majority of the board of directors (or a majority of another body performing similar functions) of such corporation or other Person (irrespective of whether at the time capital stock of any other class or classes of such corporation or other Person shall or might have voting power upon the occurrence of any contingency), (b) more than 50% of the interest in the capital or profits of such partnership, joint venture or limited liability company or (c) more than 50% of the beneficial interest in such trust or estate, is directly or indirectly owned or Controlled by such Person.

System Efficiency Degradation: The decline of Dispatchable Capacity not attributed to the battery modules.

Throughput: The total electrical energy withdrawn from the energy storage resource over a specified period.

Upper Operating Limit: The physical maximum MW level at which the energy storage resource is willing to operate.

Upper Storage Limit: The maximum amount of energy an energy storage resource is physically capable of holding.

Utility-Defined Procurement Ceiling: The maximum compensation the utility is allowed to pay based on the total net value of the projected benefits to be received, consistent with the Storage Orders.