



Consolidated Edison Company of New York, Inc.

Request for Proposal

Nevins Street Electric Vehicle Charging Hub Demonstration Project

ISSUED: MARCH 2, 2020

Revision History

Date	Version	Revisions
March 2, 2020	Initial Release	N/A

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Introduction

Consolidated Edison Company of New York, Inc. (the “Company” or “Con Edison”) is extending a request for proposal (“RFP”) from qualified and experienced vendors (“Respondents”) with the capability to deliver innovative electric vehicle charging solutions. The awardee will enter into a lease agreement with Con Edison granting rights to own and operate publicly available EV charging stations on Company property in Brooklyn, NY, and a demonstration agreement to report on aspects of the program that provide Con Edison and other stakeholders lessons learned to apply to future projects.

Background

Consolidated Edison, Inc., is one of the nation’s largest investor-owned energy companies, providing electric service to approximately 3.5 million customers and gas service to approximately 1.1 million customers. Consolidated Edison, Inc., provides a wide range of energy-related products and services to its customers through its two regulated subsidiaries: Con Edison, which provides electric, gas and steam services to New York City (“NYC”) and Westchester County; and Orange & Rockland Utilities, Inc., which provides electric and gas services in Rockland County and Orange County in New York State, and parts of New Jersey.

Definitions

Electric Vehicle (“EV”): These are vehicles, that a) use one or multiple electric motors to (at least partly) drive the wheels and b) power the motor with electricity from a battery, which can be charged via a connection to the electrical grid. This includes battery electric vehicles (“BEV”) and plug-in hybrid electric vehicles (“PHEV”) that directly charge from the electrical grid.

Electric Vehicle Supply Equipment (“EVSE”): Hardware and support equipment designed with the sole purpose of charging batteries on electric vehicles, including BEV and PHEV.

Electric Vehicle Charging Services (“EVCS”): The retail sale of vehicle charging, by owners or operators of publicly available EV charging stations that do not otherwise fall within the New York State Public Service Law definition of electric corporation, to electric vehicle owners and/or operators.

Direct Current Fast Charger (“DCFC”): Electric Vehicle Supply Equipment that uses 460VAC input power and a rectifier to provide 50 kW – 350 kW to charge a battery electric vehicle.

Level 2 EV Charger: Electric Vehicle Supply Equipment that typically uses 240VAC or 208VAC input power to provide 3.3 kW -- 20 kW (or higher) to charge a battery electric or plug-in hybrid electric vehicle.

Respondent: A person and/or entity, or a representative thereof, replying to this RFP.

Awardee: A respondent, or group of respondents, selected through this solicitation process to partner with Con Edison.

Make ready costs: For purposes of this demonstration, this includes: utility distribution facilities and customer-side conductor, associated trenching, and panel, but excludes the EVSE hardware, mounting hardware, and cost to mount the EVSE. Costs of charger supply equipment (station, power blocks, or modules), including costs associated with connecting such equipment, as well as costs associated with any co-located distributed generation or energy storage system, are also not eligible.

Publicly accessible: Locations where EV quick charging is available and open to the general public and will be used by a wide variety of users.

Demonstration Project: Demonstrations are part of a New York State initiative, known as Reforming the Energy Vision (“REV”)¹. Under REV, Con Edison is conducting a series of demonstration projects to find new ways to serve its customers with a cleaner and more resilient energy system. For more information about REV and the various demonstration projects that Con Edison has already begun implementing, please see www.coned.com/energyfuture.

RFP Purpose

This RFP solicits responses from qualified Respondents that are interested in partnering with Con Edison to provide an EV Charging Hub at a site the Company is building in Brooklyn, NY.

In this demonstration, Con Edison will develop a section of Company property at 223 Nevins St., Brooklyn, NY, 11217, that can accommodate up to 18 EVSE-equipped parking stalls. Con Edison’s scope of work will include general site conditions (e.g., grading, paving, striping, draining, landscaping, site egress, etc.) and Make Ready Costs such as utility interconnection to provide electrical service up to 2 Megawatts (“MW”), pre-installed outdoor-rated distribution service panel, conduit and conductor from the service panel to parking stalls, utility-grade meter infrastructure, and physical site security (e.g., fencing, bollards, etc.). The RFP awardee will install, own, and operate DCFC and/or Level 2 EVSE, and necessary support equipment, and will serve EV customers. Con Edison will favor proposals that fully utilize the available parking stalls, include other advanced technology that supports EV charging (e.g., energy storage, solar PV, etc.), and deploy innovative business models (e.g., fleet agreements, dynamic pricing at the plug, etc.). The sole business purpose of the site will be to provide EV charging as a service.

The site available is shown in the figures below, including an overhead snapshot from Google Earth (fig. 1) and a conceptual site layout sketch developed by Con Edison for illustrative purposes only (fig .2):

¹ Case 14-M-0101, Proceeding on Motion of the Commission in Regard to Reforming the Energy Vision.



Figure 1

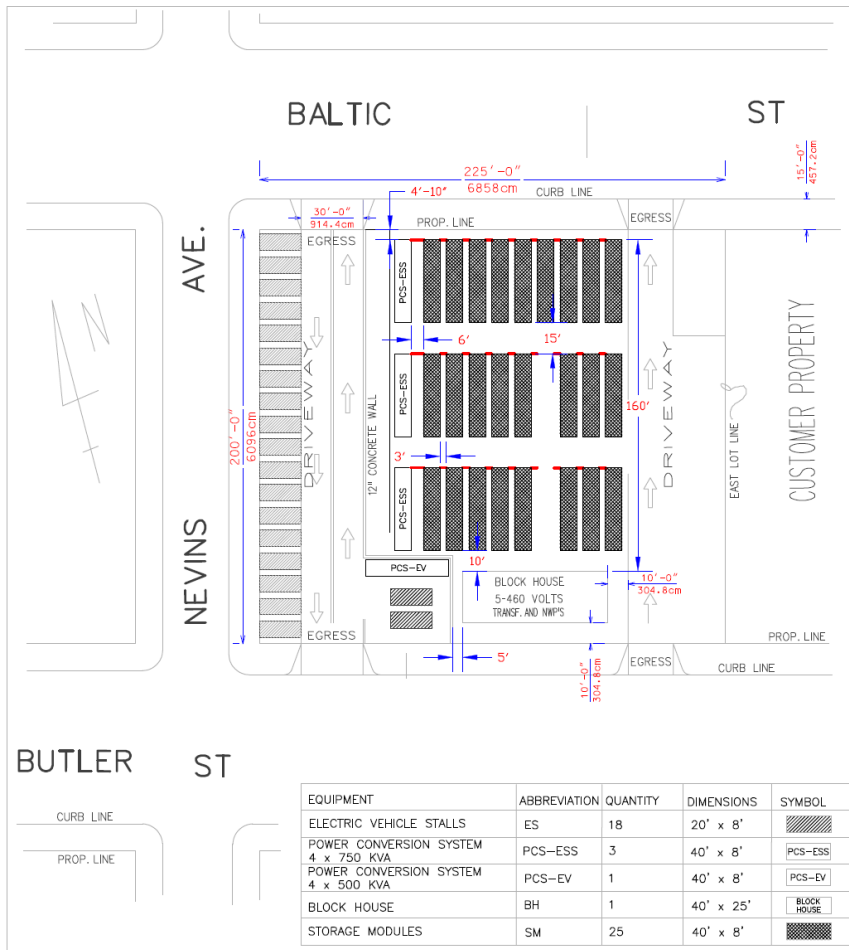


Figure 2

The installation site is split into two sections including EV charging stations to the east along on Nevins St., and the rest of the site hosting third-party owned and operated energy storage systems. The final layout is subject to ongoing engineering study, but respondents should note the location of the EV charging station and a fence separating the two areas, as well as the planned egress with access points on both Butler and Baltic Streets.

In parallel with this RFP, the Company has issued an RFP seeking a partner for the Energy Storage part of the property. Respondents can submit qualified proposals to both, and Con Edison will consider awarding both the energy storage and the EV charging contracts to the same Respondent especially if the Respondent can describe the benefits and synergies between the two sites.

The awardee will sign a lease agreement with Con Edison that will describe terms and conditions under which the site may be used for the sole purpose of providing EV charging to public customers. This lease is subject to approval by the New York State Department of Public Service (“DPS”), according to Public Service Law section 70 requirements.² A draft copy of lease term sheet is included in Appendix A.

For portion of the lease period, up to five years, the awardee will participate in a demonstration project, authorized under the REV initiative. The demonstration will help Con Edison and other stakeholders test this business model as a viable and scalable solution to provide EV charging that satisfies Company and stakeholder financial and policy goals. The demonstration will test hypotheses related to Con Edison’s EV goals, including:

- **Increase PEV penetration:** Replace ICE (Internal Combustion Engine) miles driven in Con Edison’s service territory with EV passenger miles³
- **Create customer benefits:** Create cost of service benefits for all Con Edison customers by optimizing the utilization of the electric infrastructure
- **Maximize third party investments:** Maximize the impact of Con Edison’s efforts by inducing the deployment of private sector capital and/or other resources (such as a commitment to utilize electric vehicles)

The awardee will execute a Demonstration Agreement with Con Edison that describes, among other items, the specific test hypotheses of the project; the roles, responsibilities, and liabilities of each participant; the data to be collected and reported in support of analysis of the test hypotheses; and the defined period of time that includes the demonstration project. Data collection is critical to a successful demonstration project demonstration project; potential data collection is included in Appendix C.

² New York Consolidated Laws, Public Service Law - PBS § 70. Transfer of franchises or stocks.

³ The term passenger miles, as opposed to vehicle miles, accounts for the societal value of ride sharing.



To assist Respondents, this RFP provides information on the specific opportunity. It also provides requirements that Respondents must follow to submit a proposal.

Con Edison expects that each RFP response outline a Respondent's suggested approach, project plan or proposal, equipment list, cost for completing the project, and a timeline for implementation as outlined in the Response Requirements section of this RFP.

Respondents are expected to be financially and technically capable of developing, installing, and operating proposed projects, such that the anticipated benefits can be realized. Con Edison will evaluate each Respondent's solution in a manner that equitably balances that solution against the solutions proposed by other Respondents. Professionalism and organization of proposal responses will also be taken into consideration during the review process.

Responses will be disqualified in the review process if key solution details are left out. The awardee will be subject to additional verification to ensure compliance with Company requirements.

Response Requirements

This section outlines the requirements for responses to the RFP. Any additional information that Respondents would like to provide about the proposed solution can be included as an additional attachment to the RFP response. The RFP Response must be submitted with the following key sections:

- Project Description
- Project Implementation Plan
- Detailed Costs associated with the Project
- Risks, Challenges, Community Impacts & Mitigation Strategies
- Professional Background and Experience

Project Description

Project proposals must describe how the project will provide EV charging services to customers and what valuable data and lessons learned will be collected through the demonstration. Project descriptions must include:

- Executive summary of proposal
- Description of technology included in the demonstration, preferably including product specification sheets for all vendor-provided EVSE and support technology
- Description of all project partners in the proposals, including roles and responsibilities of each partner, financial commitments, and other contributions to the demonstration project
- If the proposal includes a fleet partner or other expected anchor tenant, describe their expected station usage in terms of energy and charging schedule
- If the proposal includes a number of EV charging stalls less than the available parking stalls on site, describe the plan for using the remaining stalls such as a sublet of remaining stalls to another partner, adding charging stations to remaining stalls over time, etc.
- Pricing plan for EV charging services
- Financial pro forma for the proposed 10-year site lease period, or other proposed time period. The pro forma should include a demonstration period of up to five years
- Planned marketing and customer outreach and awareness initiatives
- Framework for information sharing that includes items in Appendix C
- Describe any societal, community and environmental impacts associated with the project

Project Implementation Plan

- Procurement plan including:
 - Existing partnerships with Engineering, Procurement and Construction firms (EPC)
 - Existing partnerships site and/or equipment maintenance contractors
- Site operation and maintenance plan
- Site security plan
- Customer pricing plan, with respect to the costs levied on EV drivers
- Forecast EVSE utilization during the proposed lease period and proposed demonstration period, including an explanation of assumptions

- Forecast site monthly electric demand (kW)
- Project Schedule. Proposals must describe implementation plan to install and place in service EVSE before June 1, 2021

Detailed Costs Associated with Project

- A detailed cost breakdown including the Respondents contribution to capital and operating costs, with detailed explanations and validation of funding strategies providing examples, which are provable and repeatable
- Identification of other funding streams that may be utilized to mitigate cost impact to the Company's customers and/or Respondent's EV customers (i.e., City, State, Federal, NYSERDA and private sector funding opportunities)
- Description of anticipated financing

Risks, Challenges, Community Impacts & Mitigation Strategies

- Identify and explain risks, barriers and challenges and risk mitigation strategies associated with implementing the projects such as:
 - Permitting
 - Construction
 - Operations
 - Site and customer security
 - Other considerations
- Information on elements of the proposal that affect the environment and community (both positive and negative) including, but not limited to, associated air quality and greenhouse gas emissions, waste streams and management, job creation potential, traffic impacts and visual or noise impacts.
- Contribution of the project to City and State transportation electrification targets, goals, and public policies

Professional Background and Experience

- Firm's core business and organizational structure (include for all partners with a pre-defined role in the proposal)
- Relevant project experience and examples of prior industry specific work that is similar in nature and relevant to the project requirements
- References and contact information of customers where the solutions have been implemented. References shall include any authorizations necessary for Con Edison to verify Respondent's related previous work
- Project organizational chart and project team resumes
- Any other relevant information deemed appropriate and noteworthy supporting and validating the project

Proposal Evaluation Approach

Con Edison will utilize an evaluation framework to develop the optimal portfolio to address the RFP requirements. Some primary review criteria to be applied to qualified submitted proposals are listed below. Respondents should note that although Con Edison will be reviewing the Respondents' proposed solution if the submission criteria are met, there is no guarantee that it will be selected.

Responses will be disqualified if the Respondent does not provide the necessary information requested in this RFP.

Proposal Criteria

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

Review Approach	Objective
Proposal Content and Presentation	Information requested has been provided and is comprehensive to allow for evaluation.
Cost contribution	Third-party contribution of capital and/or operating costs to the project during the demonstration period.
Execution Risk	The expected ease of project implementation within the timeframe required for the implementation (e.g., permitting, construction risks, and operating risks etc.).
Qualifications	The relevant experience and past success of Respondents in providing similar projects to other locations, including as indicated by reference checks and documented results.
Timeliness	The ability to meet Con Edison's schedule and project deployment requirements, reflecting that the detailed project schedule from contract execution to implementation and completion of projects is important for determination of feasibility.
Community Impact	The positive or negative impact that the project may have on the community in the identified area (i.e., noise, pollution).
Availability and Reliability	Plans to manage operations at the site, e.g., charging demand, vehicle traffic, etc. Verified use of outdoor-rated and UL certified EVSE and related equipment that will maintain operations in extreme conditions.

Innovative Solution	Proposal aligns with Con Edison EV goals and provides insights on the business model that helps foster market penetration and provides potential future learnings. Proposed demonstration components have potential to be scaled up for broader implementation across Con Edison service territory.
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Instructions to Respondent

Respondents are strongly encouraged to submit their proposal in accordance with the summary instructions outlined in this section. There may be such other requirements as may be stated throughout this RFP.

RFP Schedule

RFP Solicitation Milestones	Completion Date*
Issue RFP and Contract documents	March 2, 2020
Deadline for Respondents to submit clarification questions	March 20, 2020
Con Edison responses to clarification questions due	April 8, 2020
Qualified Respondents proposals due	May 8, 2020, 5PM EDT
Utility responds to qualifications and notifies bidder on status	May 29, 2020
Winning bidder notified and announced	June 26, 2020
Contracts executed (3 to 6 months from selection)	December 31, 2020

***Con Edison reserves the right to change any of the above dates.**

Proposal Submittal Instructions

Responses will be submitted by email to: EVPrograms@coned.com. Please format the email subject line as follows: "Company Name-EV Demonstration Proposal".

Responses delivered by hand or fax, regular mail, or any other method will not be accepted. The Company will not be responsible for late, lost, illegible or misdirected submissions.

The Company may, at its option, contact respondents with additional questions or information requests. If the company is interested in a respondent's solution, the Company will contact the respondent and provide additional details regarding the process subsequent to this submission that will ultimately lead to a demonstration project.

Any questions or clarifications concerning this RFI should be directed to the Company at EVPrograms@coned.com. The deadline to submit questions via email is 5:00 PM EDT on **March 20, 2020**. Emailed questions received after this date will not receive a response. The Company will not respond to any questions received in-person, by mail, by fax, or by phone. A summary of all questions submitted and the corresponding answers will be posted online at <https://www.coned.com/en/business-partners/electric-vehicle-project-partners>.

Proposal Response Format

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

Proposal Section	Proposal Section Title
N/A	Cover Letter
N/A	Respondent Checklist
N/A	Table of Contents
1	Executive Summary
2	Proposal <ul style="list-style-type: none"> • Project Description • Project Implementation Plan • Detailed Costs associated with the Project • Risks, Challenges, Community Impacts & Mitigation Strategies • Professional Background and Experience
3	Assumptions and Exceptions
Appendix	<ul style="list-style-type: none"> • Organizational Chart & Resumes • Respondent Qualifications and References • Financial statements for the past three years • Other relevant information

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

Respondent Checklist

Respondent should provide to the Company the properly completed Respondent Checklist (Appendix D) as part of the proposal.

RFP Terms and Conditions

It is solely the responsibility of each Respondent to ensure that all pertinent and required information is included in its submission. Con Edison reserves the right to determine at its sole discretion whether a submission is incomplete or non-responsive.

Respondents should state clearly all assumptions made with respect to this RFP. In the absence of an explicit statement to the contrary, each Respondent shall be deemed to have agreed with and understood the requirements of this RFP. While Con Edison has endeavored to provide accurate information, Con Edison makes no warranty or representation of accuracy.

Any exceptions to the terms, conditions, provisions, and requirements herein must be specifically noted and explained by Respondent in Respondent's response to this RFP. Con Edison will assume that any response to this RFP expressly accepts all the RFP terms, conditions, provisions and requirements, except as expressly and specifically stated by a Respondent in its response to this RFP.

Respondents agree to keep confidential all information provided by Con Edison in connection with this RFP.

Qualifications of Respondents

The Company may make such investigation as the Company deems necessary to determine the qualifications of Respondents and proposed subcontractors to perform the work. A Respondent should promptly furnish any information and data as may be requested by the Company as part of any such investigation. The failure of a Respondent to produce timely information and data requested by the Company may provide a basis for rejection of the proposal.

Proprietary Information

If a proposal includes any proprietary data or information that a Respondent does not want disclosed to the public, such data or information must be specifically designated as such on each page on which it is found. Con Edison shall be held harmless from any claim arising from the release of proprietary information not clearly identified as such by a Respondent. Because of the need for public accountability, the following information regarding the proposal shall not be considered proprietary, even if such information is designated as such: pricing terms and non-financial information concerning compliance with RFP specifications.

Cost of Proposal Preparation

The cost of preparing a proposal in response to this RFP, including, but not limited to, the cost associated with site visits and preliminary engineering analysis, will not be reimbursed by Con Edison.

Right to Reject

This RFP shall not be construed to create an obligation on the part of Con Edison to enter into any contract, or to serve as a basis for any claim whatsoever for reimbursement of costs for efforts expended by Respondent. Con Edison shall not be obligated by any statements or representations, whether oral or written, that may be made by the Company, its employees, principals, or agents.

Con Edison reserves the right to accept any responsive proposal, to reject any and all proposals, and to waive irregularities or formalities if deemed to be in the best interests of the Company. Any such waiver shall not modify any remaining RFP requirements nor excuse any Respondent from full compliance with all other RFP specifications and contract requirements if the Respondent is awarded the contract. Con Edison shall reject the proposal of any Respondent that is determined not to be a responsible bidder, or whose proposal is determined by the Company to be non-responsive.

Con Edison reserves the right to withdraw this RFP at any time and for any reason, and to issue such clarifications, modifications, and/or amendments at any time as it may deem appropriate. Receipt by the Company of a response to this RFP confers no rights upon a Respondent, nor any obligations upon the Company.

Revision to the RFP

Con Edison reserves the right to make changes to this RFP by issuance of one or more addenda or amendments and to distribute additional clarifying or supporting information relating thereto. Con Edison may ask any or all Respondents to elaborate or clarify specific points or portions of their submission. Clarification may take the form of written responses to questions or phone calls or in-person meetings for the purpose of discussing the RFP, the responses thereto, or both.

If it becomes necessary to clarify or revise this RFP, such clarification or addendum shall be issued by the Company by letter, email or written addendum to the RFP. Any RFP addendum shall be delivered by hand, certified mail, facsimile, e-mail or delivery by courier service which certifies delivery. Only those respondents that have already received the proposal documentation directly from the Company will be provided the clarification. Any addendum to, and/or clarification or revision of this RFP, shall become part of this RFP and, if appropriate, part of the Agreement that derives from the RFP.

Duration of the Contract

The duration of the Agreement will be for a term specified in the project description, commencing upon the completion of construction unless otherwise provided herein.

Subcontracting and Assignment

No portion of the work associated with any project resulting from a successful response to this RFP by a Respondent may be delegated, subcontracted, assigned, or otherwise transferred without the prior written approval of the Company in each case.



Appendix A: Nevins Street EV Charging Hub Demonstration Project Draft Lease Agreement Terms

DRAFT LEASE TERM SHEET

(Version 1.0)

This Lease Term Sheet is not a binding offer, agreement or commitment of Con Edison Company of New York, Inc. (“Landlord”) or [_____] (“Tenant”). The potential transaction described herein will be subject to (i) the negotiation of (a) a Lease Agreement (the “Lease”) and (b) a Demonstration Agreement (the “Demonstration Agreement”), (ii) the approval and execution of (a) the Lease and (b) the Demonstration Agreement, by the authorized representatives of both parties and (iii) approval of the Lease and the Demonstration Agreement and their terms by the New York State Public Service Commission (the “PSC”) pursuant to Section 70 of the NYS Public Service Law. Notwithstanding anything contained herein to the contrary, this Term Sheet does not create any legally binding agreement or obligation on Landlord to lease the Premises (as defined below) to Tenant, or on Tenant to lease the Premises, or for either party to enter into the Lease and neither party shall be deemed to have undertaken any legally binding obligation with respect thereto until it is has executed and delivered the final Lease and Demonstration Agreement acceptable to each such party in its sole discretion.

Date: [_____]

Landlord & Tenant: **Landlord: Consolidated Edison Company of New York, Inc.,**
a New York corporation
Address: 4 Irving Place, New York, NY 10003

Tenant: [_____] , a [_____]
Address: [_____]

Effective Date/Term: The effective date of the Lease shall be the date of execution, but the initial term of [_____] years (“**Initial Term**”) shall commence on the date (the “**Lease Commencement Date**”) that is the later of (i) the date that final unconditional approval of the Lease and the Demonstration Agreement by the PSC is obtained (“**PSC Approval**”) and (ii) the date that is the later of (a) the substantial completion of Landlord’s buildout (as defined below) and (b) the date that all governmental approvals are received for Landlord’s Buildout.

Termination: Landlord may terminate the Lease without fault upon twelve (12) months’ notice.

Landlord may terminate the Lease upon a tenant default including without limitation (i) the failure of Tenant to complete the Tenant Work (as defined below) within sixty (60) days of the Lease

Commencement Date or (ii) the failure of Tenant to comply with the Demonstration Agreement.

The Landlord shall have the right to terminate the Lease if PSC Approval of the Lease and the Demonstration Agreement is not obtained within twelve (12) months of the date of the Lease.

Premises:

A portion of the parcel of land designated as Block: [___], and Lot: [___] on the Tax Map for [___] County in the City of New York (see **Exhibit A** annexed hereto) with the address [_____] equal to approximately [_____] square feet (the “**Premises**”).

Permitted Use:

Subject to applicable federal, state and local laws, rules, regulations and approvals (collectively, “**Applicable Legal Requirements**”), Tenant shall use and occupy the Premises for the installation, maintenance, and operation of [_____] electrical vehicle charging stalls (“**EV Charging Stall(s)**”) and associated ground-mounted electrical cabinets and equipment for the use of the general public (collectively, the “**Permitted Use**”), provided, however, that the Permitted Use shall not interfere with the ability of Landlord or any third party to access, utilize, operate maintain, repair, replace or improve any of Landlord’s or any third party’s existing facilities located above ground or below ground at the Premises or the adjoining portions of the Premises. The initial [_____] EV Charging Stalls must be a type that are installable at the Premises without any changes to the Landlord’s Buildout.

Tenant may install a maximum of [_____] EV Charging Stalls and related equipment in excess of the Initial Tenant Improvements (as defined below), subject to the prior written approval of Landlord (not to be unreasonably withheld).

Permitting/Zoning/Approvals

Tenant, at its sole cost and expense, shall be responsible for securing and maintaining all required permits and approvals in accordance with Applicable Legal Requirements, which arise from or relate to the design, construction, installation, operation and use of the Initial Tenant Improvements, any other permitted electrical vehicle charging stalls and related equipment and the Permitted Use (“**Required Approvals**”), with the assistance of Landlord, as necessary; provided however, that Landlord shall not be required to incur any costs or expenses arising from or relating to the Required Approvals.



Base Rent for the Premises:

[_____] dollars (\$ _____) per year plus an additional amount equal to (\$ _____) (escalated by [___]% for each year that has elapsed since the Rent Commencement Date), for each EV Charging Stall approved by Landlord to be installed in excess of [___] EV Charging Stalls. Late rent payments will be subject to a late fee of [___] and will accrue [___]% daily interest.

INSERT RENT TABLE for initial [___] EV Charging Stalls and a per stall amount for the additional EV Charging Stalls that are approved by Landlord to be installed.

Rent Escalation:

[_____] ([___]%) per annum.

Rent Commencement:

The first day of the month following the Lease Commencement Date.

Security Deposit:

A letter of credit shall be provided upon the Lease Commencement Date in an amount equal to **[Insert amount equal to (i) the cost of removal of Tenant's improvements and (ii) additional costs to restore the Premises to the condition described in the Site Condition Survey prepared on behalf of Landlord upon completion of Landlord's Buildout, but prior to the commencement of the Tenant Work (the "Site Condition Survey"), subject to reasonable wear and tear.]** for Landlord's use in the event of a Tenant default. The letter of credit shall be in a form acceptable to Landlord in the sole discretion of Landlord. The letter of credit shall be amended on the [___] anniversary of Rent Commencement so that the amount of such letter of credit is equal to (i) the cost of removal of Tenant's improvements and (ii) the additional costs to restore the Premises to the condition described in the Site Condition Survey, subject to reasonable wear and tear, as determined by Landlord.

Utilities:

Tenant and sub-tenant(s), if any, shall be solely responsible to obtain and hold accounts directly with the electric, gas, Internet, phone and water utility companies, and be solely responsible for associated use, charges and expenses. Only [___] electric meters will be provided by Landlord at the Premises.

Real Estate Taxes:

Tenant shall be solely responsible for 100% of the taxes attributable to Tenant's equipment at the Premises, the Permitted Use and Landlord's Buildout ("**Tenant's Tax**"). Tenant shall be responsible for the pro-rata share of all real estate property taxes imposed upon Block: [___], and Lot: [___] on the Tax Map for [_____] County in the City of New York allocable to the Premises. Tenant's pro-rata share of the real estate taxes shall be calculated

by multiplying the total annual real estate taxes imposed upon Block: [____] and Lot: [____] on the Tax Map for [____] County in the City of New York by [_____] percent ([____]%) (“**Tenant Share of Real Property Tax**”). Tenant shall reimburse Landlord for Tenant’s Tax and Tenant Share of the Real Property Tax within 30 days of Landlord’s invoice.

Insurance:

Tenant shall procure and maintain, and cause any of its permitted subtenants to procure and maintain, the insurance described on **Exhibit B** annexed hereto during the Initial Term, as the same may be extended, with insurance companies licensed to write insurance or approved eligible insurance carriers, that in either case have a minimum A.M. Best financial strength rating of A or better and financial size category of VIII or better.

Landlord may increase the amount of required insurance coverage annually on a reasonable basis.

Condition of Premises:

Subject to Landlord’s obligation to complete Landlord’s Buildout, Tenant shall accept the Premises as-is and Landlord shall not make any representation or warranty with respect to the condition of the Premises, including, without limitation, with respect to (i) the physical condition (including the environmental condition) of the Premises or (ii) the ability to use the Premises for the Permitted Use under Applicable Legal Requirements.

Tenant shall accept title to the Premises subject to such title defects, encumbrances, conditions, restrictions, agreements, and violations as may exist with respect to the underlying fee interest held by Landlord in the Premises.

Hazardous Substances

In the event that Tenant, or Tenant’s contractors, subcontractors, agents or invitees use, store, bring, release, discharge, spill, empty, emit, dump, inject, pour, deposit, discover, disperse, or otherwise cause the leak escape, leach, or migration of hazardous substances on or about the Premises or any other property of Landlord in connection with the Permitted Use or any unauthorized use of the Premises or any other property of Landlord. Tenant shall, at the option of Landlord, remediate, or reimburse Landlord for the remediation of, such hazardous substances. Tenant shall indemnify, defend and hold harmless Landlord for any damages, liabilities, costs, expenses and losses (including, without limitation, attorneys’ fees, costs and expenses) arising from such hazardous substances.

Maintenance Obligations:

Tenant, at its sole cost and expense, is responsible for the repairs and maintenance of the Premises, including, without limitation: (i) the EV Charging Stalls and ancillary equipment; (ii) all pavement, including the drive aisles (including repaving when necessary); (iii) keeping the Premises (including the drive aisles) free of debris, snow and ice; and (iv) lighting and associated light poles.

Landlord's Buildout:

Except for Party Collaboration (as defined below), Landlord, at its sole cost and expense, shall be responsible for the initial buildout of the Premises for [_____] EV Charging Stalls, including grading, paving, egress and striping, the installation of light post footings, light posts and bollards and will also install a utility interconnection, transformer pad, and conduit lines to each of such [_____] EV Charging Stalls ("**Landlord's Buildout**"). Landlord's Buildout shall be constructed in a good and workmanlike manner. Upon the earlier of (i) Landlord's request and (ii) the receipt of PSC Approval, Landlord and Tenant shall cooperate in the development of schematic design documents ("**Party Collaboration**") of Landlord's Buildout. Landlord and Tenant understand and acknowledge that during the normal course of design development, Landlord may authorize, in its sole discretion, minor modifications to the design subsequent to schematic design and notify Tenant prior to making any such minor modifications, but any such modifications, shall not constitute a breach of the Lease. Landlord shall buildout the Premises for a maximum of [_____] EV Charging Stalls in addition to the initial [_____] EV Charging Stalls installed at the Premises upon the Landlord's approval of a Tenant request as described below. Landlord shall have the right to install a security system at the Premises for the sole and exclusive benefit of Landlord ("**Landlord's Security System**").

Tenant Work/Alterations:

Commencing within (____) days following the Lease Commencement Date, Tenant shall, at its sole cost and expense, install [_____] EV Charging Stalls and associated electrical cabinets and equipment (collectively, "**Initial Tenant Improvements**") on the Premises, all of which that are installable without any changes to the Landlord's Buildout (i) in accordance with (a) Applicable Legal Requirements and (b) the Lease, and (ii) that are operational and in public use, which shall be completed within (____) days of the Lease Commencement Date, as determined by Landlord (collectively, the "**Tenant Work**"). The installation of any additional (up to a maximum of [_____] EV Charging Stalls in excess of the Initial Tenant Improvements) will be subject to the prior written consent of Landlord (not to be unreasonably withheld).

The plans and contractors for the construction, installation, modification, replacement or restoration of any of the EV Charging Stalls shall be subject to the prior written approval of Landlord. Any other alterations or other improvements shall be subject to the prior written approval of Landlord, including,

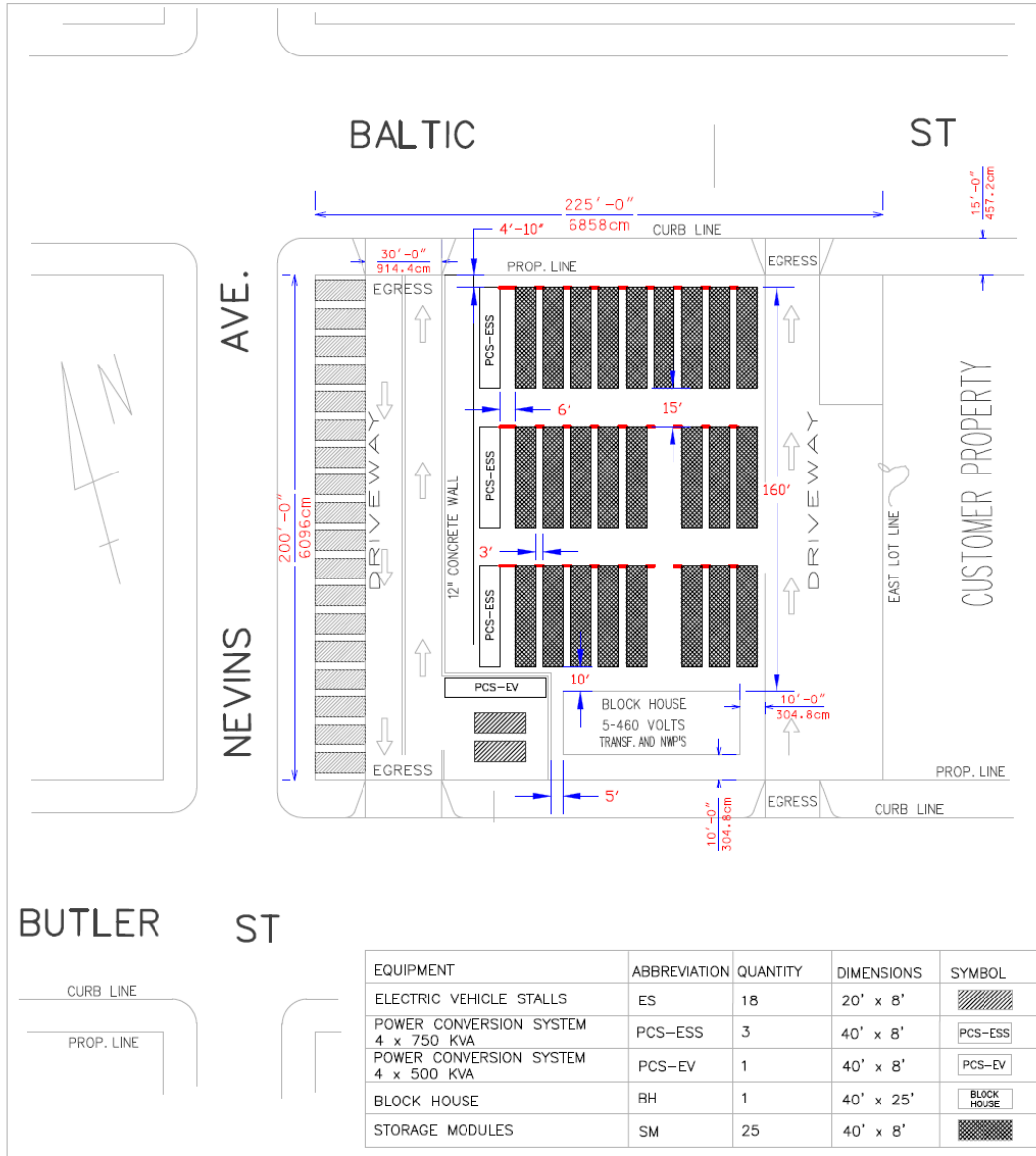
without limitation, the applicable plans and contractors. Prior to the commencement of the Tenant Work or any other alterations or improvements, Tenant shall provide to Landlord a work plan for such Tenant Work or any other alterations or improvements, including means and methods and a list of all applicable equipment, materials and MSD codes, which shall be subject to the prior written approval of Landlord (a “**Tenant Work Plan**”). In no event shall Tenant dig into or breach the ground surface at the Premises. Tenant shall remove all Tenant Work and other alterations upon Lease expiration or earlier termination and restore the Premises to the condition described in the Site Condition Survey, subject to reasonable wear and tear.

- Rubbish Removal:** Tenant shall, at its sole cost and expense, contract with a private carting company to remove rubbish from the Premises daily.
- Security:** Tenant shall be, at its sole cost and expense, solely responsible for the security of the Premises. The installation and operation of Landlord’s Security System shall in no way diminish Tenant’s sole responsibility for the security of the Premises.
- Signage:** With Landlord’s prior written approval, (which may be withheld in the sole discretion of Landlord), Tenant and sub-tenant(s), if any, shall be permitted to install signage at the Premises (“**Signage**”). Signage shall be subject to the receipt by Tenant, at Tenant’s sole cost and expense, of all governmental approvals in accordance with Applicable Legal Requirements. Landlord agrees to reasonably cooperate and use its reasonable efforts to assist Tenant in obtaining all required approvals, at the sole cost and expense of Tenant. Landlord may require that Signage include specified language, including, without limitation, Landlord’s name. Landlord reserves the right to install signage at the Premises.
- Broker:** Each of Landlord and Tenant warrants and represents to the other party that it has dealt with no broker in connection with the execution of the Lease. Both parties shall indemnify the other party for any claim resulting from a misrepresentation of the foregoing.
- Expenses:** Each party shall bear its own legal, accounting, regulatory and other professional fees and expenses and other costs associated with the potential transaction herein contemplated, regardless of whether a transaction is consummated.

Indemnity:	Tenant shall indemnify, defend and hold harmless Landlord and all Landlord affiliates, employees, officers, directors, contractors, subcontractors and representatives from all damages, liabilities, costs, expenses and losses (including, without limitation, attorneys' fees, costs and expenses) arising from the Lease or Tenant's use or occupancy of the Premises, except to the extent caused by Landlord's gross negligence or intentional misconduct.
Limitations on Liability:	The Lease shall provide that notwithstanding anything to the contrary, in the event of a breach of the obligations of one of the parties or otherwise, such party would be liable for direct damages only, and under no circumstances shall such party be liable to the other party for consequential (including, without limitation, lost profits, business interruption and the like), incidental, punitive, exemplary or similar damages.
Sublet:	With the prior written approval of the Landlord, which may not be unreasonably withheld, Tenant may sublet up to [_____] of the additional [_____] EV Charging Stalls to a third-party subtenant for the Permitted Use.
No Assignment:	Tenant may not assign its rights under the Lease, without the prior written approval of Landlord, which may be withheld in the sole absolute discretion of Landlord. Tenant, however, may assign the Lease to a third party successor in connection with the sale of Tenant's business by assignment or merger, subject to the prior written approval of Landlord, not to be unreasonably withheld if such third party successor has a financial condition equal to or greater than the financial condition of Tenant as set forth in the financial statements provided to Landlord prior to the execution of the Lease.
Governing Law:	This Lease Term Sheet and the Lease contemplated in this Lease Term Sheet, shall be governed by and construed in accordance with the laws of the State of New York applicable to agreements to be entered into and performed within such State, without regard to conflict of law principles.
Publicity:	Any press releases, promotions or photographs relating to the Lease or the Premises shall be subject to the prior written approval of Landlord. Landlord shall have the right to promote the operations on the Premises.

Exhibit A

Premises



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Illustrative Only 1

EXHIBIT B

Landlord Insurance Requirements

(i) Workers' Compensation Insurance as required by law; (ii) Employer's Liability Insurance covering accidents (with a limit of not less than \$1,000,000 per accident) and occupation diseases (with a limit of not less than \$1,000,000 per employee); (iii) Comprehensive Automobile Liability Insurance covering all owned, non-owned, borrowed and hired vehicles used by Tenant, its contractors and subcontractors with limits of not less than \$1,000,000 per occurrence for bodily injury or death and \$500,000 per occurrence for property damage or a combined single limit of not less than \$1,000,000 per occurrence (such insurance shall contain an "occurrence" and not a "claims made" determinant of coverage); and (iv) Comprehensive (also called Commercial) General Liability Insurance, including Contractual Liability coverage, with limits of not less than \$7,500,000 per occurrence for bodily injury or death and \$1,000,000 per occurrence for property damage or a combined single limit of not less than \$7,500,000 (such insurance shall contain an "occurrence" and not a "claims made" determinant of coverage, shall name Consolidated Edison, Inc. and Landlord, as additional insureds and contain a waiver of subrogation claims against Consolidated Edison, Inc. and Landlord, shall not contain an exclusion for claims by Tenant's or its contractor's or subcontractor's employees against Consolidated Edison, Inc. or Landlord based on injury to or the death of such employees and shall, for the full limits of liability, be primary and non-contributory to any insurance maintained by Consolidated Edison, Inc. and Landlord; such insurance may be satisfied through a combination of a primary or underlying policy and an excess policy).

Appendix B: Construction Considerations

Codes and Standards

Contractors that perform work at the project site on behalf of the awardee must comply with all applicable Codes, Standards, and Guidelines, etc. The list provided below is not all-inclusive and the awardee's contractors should be prepared to conform to any additional specifications relevant to the project scope.

- Latest edition of New York City Building Code
- NYC Electrical Code
- Latest edition of National Electrical Code
- New York City Energy Conservation Code
- Con Edison Blue Book – A Customer Guide to Electrical Service Installation
- DOT Standards and Codes
- Occupations Safety and Health Administration Codes
- ASHRAE Standards
- NFPA Codes
- UL
- IEEE
- ASTM
- Con Edison's Environmental, Health & Safety Guidelines.
- Con Edison Standard Terms and Conditions for Service Contracts.
- Con Edison Standard Engineering Specifications.
- American Society of Testing Materials (ASTM)
- ACI 318– American Concrete Institute – Building code for structural concrete

Permitting

The Respondent is responsible for identifying and obtaining all pertinent permits. Areas for relevant permits include but are not limited to: Civil, Structural, Environmental, Electrical and Fire Safety.

The Respondent should not dig on Con Edison property.

Operating Environment

The EVSE will be installed in an outdoor unsheltered environment near the Gowanus canal and may be exposed to flooding.

Sound & Electromagnetic Interference Limits

The storage system's noise levels should not be audible on a public street. A noise mitigation plan must be developed prior to any construction work.

System operation and all construction work must adhere to the NYC Noise Code.

Appendix C: Draft Demonstration Project Data Reporting Requirements

On a quarterly basis the demonstration project partner will be required to data to fulfill reporting requirements of the PSC, including but not limited to:

Charging Session Data

- Session duration, defined as the total amount of time each vehicle is plugged in per session
- Session time, including start and stop times of session
- Charging start and stop times, defined as the time during the session that the EVSE is delivering kWh to the EV
- Fifteen-minute interval kWh per charging session
- Peak kW per charging session
- Vehicle make & model
- Customer account billing zip code (note: no customer personal identification information will be requested by or provided to Con Edison)

Charging Station Data

- 15-minute interval kWh data per EVSE
- Peak kW per EVSE
- Pricing plan whether the station owner is providing charging for free or if there is a usage fee to the EV owner;
- Station operating costs including non-energy related operations & maintenance costs
- Station capital costs incurred (equipment and installation)
- EVSE uptime, defined as hours in service per quarterly, expressed as a percentage
- Report of field service interventions for Charging Stations (including field service interventions for routine maintenance, emergency maintenance, vandalism, etc.)

The project partner will also be required to share with Con Edison and the PSC data including:

- EVSE and other equipment specifications
- EVSE and other equipment costs
- Site construction and EVSE installation costs
- Site pricing plan and/or usage fees
- Description of technologies and/or strategies used to manage demand

Project partner will have to provide cleaned data in a commonly expected format. Records must be accurate and have consistent data fields. Additional reporting information applicable to the specific proposal may be included by the Respondent and/or Con Edison.



Appendix D: Respondent Checklist

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"/> Nevins Street Electric Vehicle Charging Hub Demonstration Project	
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	

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:
