CONSOLIDATED EDISON COMPANY OF NEW YORK, INC.

REQUEST FOR PROPOSALS

DYNAMIC LOAD MANAGEMENT SOLUTIONS TO PROVIDE DEMAND SIDE MANAGEMENT FOR SUBTRANSMISSION AND DISTRIBUTION SYSTEM LOAD RELIEF

2027 AND 2028 VINTAGE YEARS

RELEASED: November 20, 2025

SUBMISSION DEADLINE: February 6, 2026

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Executive Summary

Consolidated Edison Company of New York, Inc. (the "Company" or "Con Edison"), is soliciting bids in this request for proposals ("RFP") from qualified and experienced vendors ("Applicants") with the capability to deliver Dynamic Load Management ("DLM") Load Relief within Con Edison's electric service territory. Applicants can bid into this technology-agnostic solicitation to provide Load Relief as part of the Term-DLM Program or the Auto-DLM Program. Capitalized terms are defined in the definition section at the end of the document.

The New York State Public Service Commission (the "Commission") ordered in 2020 utilities, including Con Edison, to procure longer-term Dynamic Load Management resources in addition to maintaining existing Demand Response ("DR") programs.[1] The Commission required a minimum three-year term for contracts agreed to through the Procurement to foster capital-intensive technologies and provide increased Load Relief for utility systems. In addition to the Term-DLM program, the Commission required utilities to establish an Auto-DLM resource category with higher performance standards.

All DR participation strategies are welcome in response to this technology-agnostic RFP, including curtailment and onsite generation, with some restrictions listed in the eligibility section of this RFP. The RFP provides an opportunity for Applicants to enroll resources to provide benefits to the distribution system in a manner like existing tariff-based Demand Response programs, but with longer-term price certainty. All Networks in Con Edison's Electric System are eligible for this Procurement; however, bids must be made by Aggregations within a single Network.

Term-DLM and Auto-DLM will be competitively procured through this RFP for multi-year contracts. These programs target peak electric demand reduction in the electric system

[1] Case 18-E-0130, *In the Matter of Energy Storage Deployment Program*, Order Establishing Term-Dynamic Load Management and Auto-Dynamic Load Management Program Procurements and Associated Cost-Recovery (issued September 17, 2020). The Company's additional DR programs consist of the Commercial System Relief Program ("CSRP") and Distribution Load Relief Program ("DLRP") under Rider T, and the Bring Your Own Thermostat ("BYOT") program under Rider L.

on the hottest days of the Summer by reducing demand on specific parts of the system when experiencing contingencies.

Summary of Term-DLM and Auto-DLM

Category	Term-DLM	Auto-DLM
Primary Objective	Network peak-shaving	Network peak-shaving and reliability
Contract Duration	3–5 years	
Notification Time	21 hours	At least 10 minutes
Eligible Days	Weekdays	Seven days per week
Contracted Hours	During Call Windows	From 8AM to midnight for contingencies[2] and during Call Windows for peak-shaving
Load Relief Duration	A minimum of 4 hours	
Conditions for Activation	Day-ahead system peak load is ≥ 88% of the summer system load forecast	The next worst contingency in a network will result in a Condition Yellow (outage > 15,000 customers) OR, Day-ahead system peak load is ≥ 88% of the summer system load forecast
Co-enrollment Restrictions	Prohibited from co-enrolling in CSRP and Rider L	Prohibited from co-enrolling in Rider T and Rider L

The Term- and Auto-DLM Programs are offered as alternatives for resources to provide benefits to Con Edison's distribution system. Potential alternatives to the Procurement reflected by this RFP include the DR programs offered in Rider T.

The Company expects to conduct similar Term- and Auto-DLM Procurements annually with each RFP being conducted approximately 18 or 30 months prior to the start of the

[2] On November 15, 2023, Con Edison submitted a petition seeking approval from the Commission to change the Contracted Hours of the Auto-DLM program from 6AM – Midnight to 8AM – 11:59PM, bringing the total Call Window hours of Auto-DLM to 16 hours per day. The Commission ordered the Company to implement these changes in March 2024 *Order Directing Dynamic Load Management Program Changes*. *See*, Case 14-E-0423, *Proceeding on Motion of the Commission to Develop Dynamic Load Management Programs* ("DLM Proceeding"), Order Directing Dynamic Load Management Program Changes (issued March 15, 2024) ("2024 DLM Order").

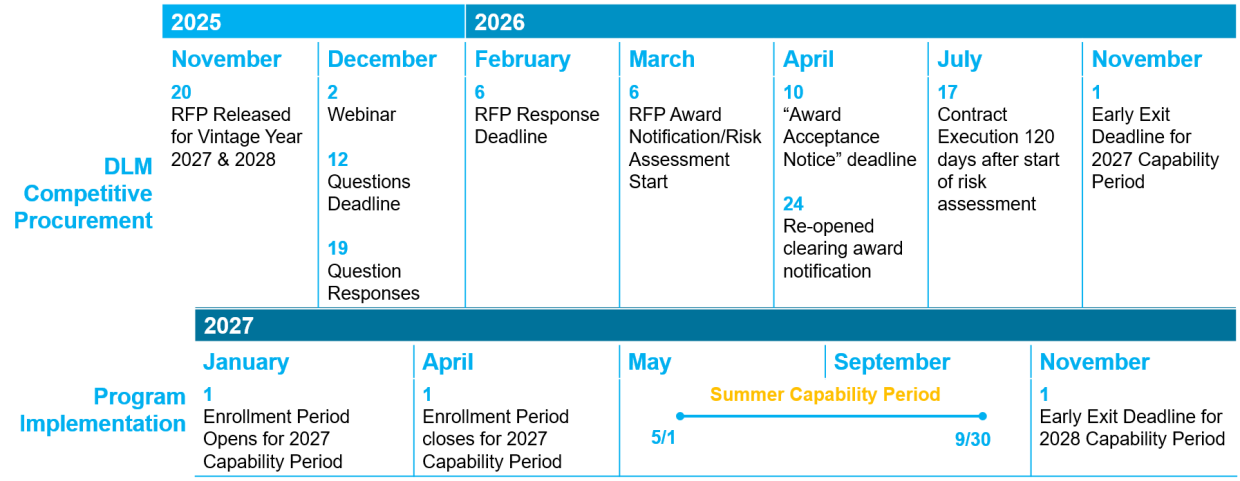
first Capability Period of the Program Agreement. For this Procurement, obligations will commence in the 2027 or 2028 Capability Period.

Applicants will be required to detail the desired Vintage Year, the amount of Load Relief they will provide, the Network the load relief will be provided in, the Incentive Rate per kilowatt ("kW") per Capability Period, and the proposed contract duration.[3]

Performance will be evaluated by determining how much Load Relief an Applicant (or on behalf of a Customer, where applicable) provides, compared to how much was committed. An Applicant will be paid based on performance at the end of each Capability Period.

Process Flow and Timeline

A comprehensive process flow and timeline regarding the RFP process, enrollment and capability periods can be found below:



*** Enrollments will be completed annually for New and Existing Aggregators**

[3] The Incentive Rate will determine the annual Reservation Payment compensation. Applicants will also receive a $1 per kilowatt hour ("kWh") performance payment for every kWh of Load Relief their Aggregations achieve during a Term- or Auto-DLM Event. Please note that Performance Payments will not be made under Term- or Auto-DLM if service is taken under Rider R.

1. Program Description

Term-DLM

Purpose

Network peak demand shaving.

Activation Conditions

Applicant will commit via a 3–5-year contract to provide a quantity of Load Relief when the Company's day-ahead peak electric load is expected to be at least 88 percent of the forecasted summer system peak. The Company can choose to call resources at 88 percent and will always call when day-ahead peak electric load is expected to be above 92 percent of the forecasted summer system peak. The Company will activate the Term-DLM program by providing a minimum of 21 hours' notice prior to the start of an Event.

Availability

Weekdays and during Call Windows over the course of the Capability Period.[4] Applicants using energy storage technology cannot charge during the Call Window associated with their Network for the entirety of each Capability Period under contract. If day-ahead notification is provided for a Term- or Auto-DLM Event, Applicants using energy storage technology cannot charge on the day the notification is called for between 11 AM and midnight.

Auto-DLM

Purpose

Reliability and peak shaving, whereby participants provide Load Relief on not less than 10 minutes advance notice.

[4] Call Windows are established annually, prior to the start of the Capability Period, and may change year over year. Further details are listed in the Definitions section below and the Rider AC portion of the Con Edison Electric Tariff.

Activation Condition

Applicant will commit via a 3–5-year contract to provide a quantity of Load Relief on days when the Company calls Term-DLM, as well as during electric system contingencies on not less than 10 minutes notice. Events can be called for specific Networks, feeders, or geographical areas for peak shaving or reliability needs.

Availability

Applicants must be available to respond to Auto-DLM Events between 8 AM and midnight seven days per week during the Capability Period. Applicants using energy storage technology cannot charge during the Call Window associated with their Network for the entirety of each Capability Period under contract. If day-ahead notification is provided for a Term- or Auto-DLM Event, Applicants using energy storage technology cannot charge on the day the notification is called for between 11 AM and midnight.

Test Event for Term- and Auto-DLM

For both programs, the Company can hold Test Events to assess participants' response to a request for Load Relief. Test Events under these two programs will last one hour.

Event Notification for Term- and Auto-DLM

The Company will notify Applicants by phone, e-mail, or machine-to-machine electronic signal, or a combination thereof, in advance of the commencement of a Load Relief Period or Test Event. The Applicant shall designate in the DR Portal an authorized representative and an alternate representative to receive notifications.[5] If a Customer is served by an Applicant in the Term- or Auto-DLM Program, only the Applicant will be notified of the Load Relief Period or Test Event, and the Applicant shall be responsible for notifying all of its participating Customers.

[5] *See,* https://www.coned.com/en/login?returnUrl=https://www.coned.websmartview.oati.com/coned_smartview/OktaLogin

Historical Frequency of Conditions that May Trigger Term- or Auto-DLM Event Calls

For Term-DLM, an Event can be called when the Company's day-ahead load forecast is 88 percent of forecasted summer system peak and will be called when the day ahead load forecast is 92 percent of forecasted summer system peak. The table below presents the number of days over the last five years when actual load rose above these thresholds.

Table 1: Historical Forecasted System Peaks

Year	92 Percent of Forecasted Summer System Peak (MW)[6]	88 Percent of Forecasted Summer System Peak[7] (MW)	Days above 92 percent of Forecasted Summer System Peak (Days)	Days above 88 percent of Forecasted Summer System Peak (Days)
2021	11,900	11,400	1	6
2022	11,600	11,100	6	8
2023	12,000	11,400	0	4
2024	11,800	11,300	3	7
2025	11,600	11,100	6	9

Auto-DLM is activated in conjunction with Term-DLM and for the same conditions as the Company's existing DLRP.[8] Because Events can be limited to individual Networks where an applicable contingency Event is ongoing, the number of Events called in the most active Network during a given summer provides a good benchmark for the

[6] Quantities are rounded for simplicity.

[7] Quantities are rounded for simplicity.

[8] Auto-DLM may be called in specific networks, feeders, or geographical areas if the next contingency would result in a Condition Yellow (i.e., when the next contingency, excluding breaker failure, either will result in an outage to more than 15,000 customers or will result in some equipment being loaded above emergency ratings) or if a voltage reduction of five percent or greater has been ordered.

maximum number of Auto-DLM Events that could be called in a given Network. For most Networks, the number of Events called in a given summer will be fewer.

Table 2: Historical DLRP Events

Year	Days with DLRP Events	Maximum Events any Network was Called for	Test Events
2021	9	4	1
2022	8	2	1
2023	11	3	1
2024	14	5	1
2025	16	8	1

2. RFP Process

Timeline

Below is the expected schedule to be followed for this solicitation.

	Milestones	Dates for 2027 and 2028 Vintage Years
1	Release RFP	Thursday, November 20, 2025
2	Webinar	Tuesday, December 2, 2025
3	Applicants submit clarification questions	Friday, December 12, 2025
4	Responds to clarification questions	Friday, December 19, 2025
5	RFP response deadline	Friday, February 6, 2026
6	RFP Award Notification / Risk Assessment Start date	Friday, March 6, 2026
7	Award Acceptance Notice Submission Deadline	Friday, April 10, 2026
8	Re-opened Clearing Award Notification	Friday, April 24, 2026
9	Contract execution date (120 days after start of risk assessment)	Friday, July 17, 2026
10	Early Exit deadline for 2027 Capability Period	Sunday, November 1, 2026
11	Enrollment Period Opens for 2027 Capability Period	Friday, January 1, 2027
12	Enrollment Deadline	Thursday, April 1, 2027
13	Capability Period start	Saturday, May 1, 2027
14	Capability Period end	Thursday, September 30, 2027
15	Early Exit deadline for 2028 Capability Period	Monday, November 1, 2027

Application

Form of Application and Required Inputs in Each Aggregation

Con Edison provides summary proposal templates on the Dynamic Load Management Request for Proposals webpage for the submission of bids.[9] This RFP will be evaluated for both the 2027 and 2028 Vintage Years, each with its respective summary proposal template. Applicants shall ensure that the template selected matches the desired Vintage Year associated with their proposal.

For the purposes of this RFP, Sub-aggregations will be treated as their own individual Aggregations. Applicants may apply for up to three Aggregations per Network provided that each Aggregation pledges a minimum of 50 kW of Load Relief. Aggregations for

[9] *See,* https://www.coned.com/en/save-money/rebates-incentives-tax-credits/rebates-incentives-tax-credits-for-commercial-industrial-buildings-customers/~/link.aspx?_id=DE8507763AB141F189003635B5557321&_z=z

Term- and Auto-DLM shall be declared on separate tabs which are labeled for each of the two programs.

Each row shall contain:

1. Amount of Load Relief requested, in integer values of kW, for each Aggregation.
2. $ per kW associated with each of those Aggregations (“Incentive Rate”). This Procurement’s clearing mechanism is Pay-as-Bid. Each bid will be made to the nearest dollar and will determine the level of compensation if the bid is accepted. These Incentive Rates determine the maximum annual Reservation Payment an Applicant can receive for its Aggregation.
3. Contract duration, ranging from three to five years for all Aggregations submitted in a given network.
4. The program for which the Aggregation is intended to participate. Separate tabs are available for the Term- and Auto-DLM programs.

It is expected that the Applicant can fulfill all Load Relief pledges for which the Applicant is applying and therefore overlapping pledges using the same Customers should not be made. This applies both in the case of bids for Aggregations across the two programs or across different Vintage Years. For example, if an Applicant bids 100 kW for Term-DLM and 200 kW for Auto-DLM in the same Network and both bids clear, then the Applicant will be expected to deliver 300 kW of Load Relief when called with 21 hours of notification. The same applies for an Applicant with an existing Aggregation in a Network that started with the 2023, 2024, 2025, and/or 2026 Vintage Year and is making a bid into the same Network for the 2027 and/or 2028 Vintage Year. All bids that clear will be offered as a bundled contract that must be fully accepted or fully rejected by the Applicant. Therefore, an Applicant should plan on being able to satisfy all obligations associated with Aggregations submitted and should assume that all may be awarded.

Applicants may submit clarifying questions regarding the RFP to DLMprocurement@coned.com up until December 12, 2025. These will be answered by

the Company publicly on the RFP website where all Applicants will have access by December 19, 2025.

Applications shall be submitted to Con Edison by February 6, 2026, to DLMprocurement@coned.com.

RFP Applicant Criteria

Applicant in Good Standing

To qualify, an Applicant must: 1) have successfully participated as an Aggregator in at least one Capability Period in either Rider T or Rider AC prior to submitting a bid, or 2) be in Good Standing for bids to be considered, meaning the applicant does not have outstanding debt to the Company at the time of submittal.

Applicants with cleared bids will undergo a Third-Party Risk Assessment ("TPRA") prior to contracts being signed. Therefore, Applicants are encouraged to review the TPRA FAQs listed at the end of the document to familiarize themselves with the expectations and information that will be requested to complete the TPRA. A copy of the FAQs is also available on the DLM Request for Proposals website.[10]

Application submission

All applications shall be submitted to DLMprocurement@coned.com.

A submittal for the 2027 and/or 2028 Vintage Year must be uploaded in the standard templated format(s) provided.

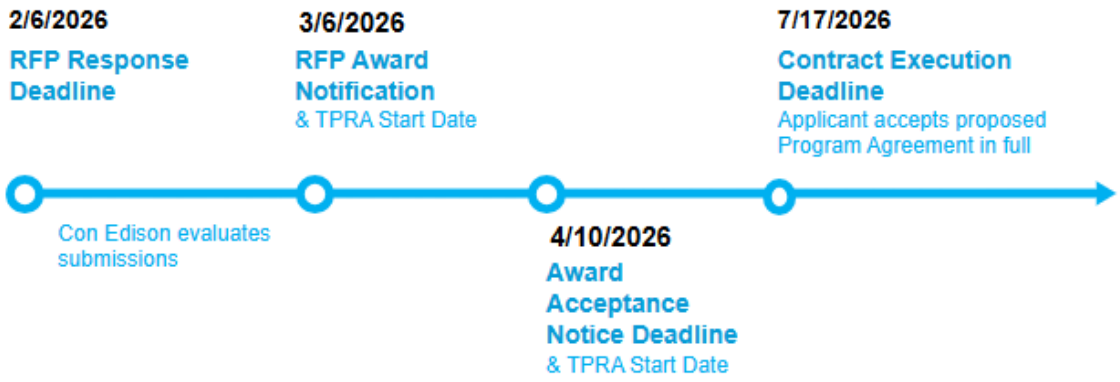
To be considered as an applicant to the RFP, Applicants must submit a completed application by the application deadline of February 6, 2026. Each Applicant must submit an application with one or multiple bids. All bids will be treated as Sealed Bids. Receiving the full contract value is contingent upon meeting the performance requirements described in this RFP.

[10] *See,* https://www.coned.com/en/save-money/rebates-incentives-tax-credits/rebates-incentives-tax-credits-for-commercial-industrial-buildings-customers/~/link.aspx?_id=DE8507763AB141F189003635B5557321&_z=z

Instructions and General Process Flow

1. Applicant will submit a proposal (*i.e.*, complete quantitative submittal) for the 2027 and/or 2028 Vintage Year (Excel template) detailing proposed Networks, Load Relief, pricing, etc.
2. Con Edison will evaluate bid submissions, and clear competitively priced Aggregations.
3. Con Edison will provide an Award Notification summarizing which Network Aggregations that clear. Aggregations that do not clear will be removed from the submitted template. Con Edison will provide back to the Applicant a summary of the cumulative Load Relief commitment for the 2027 and/or 2028 Vintage Year.
4. Within 30-days of receipt of the Award Notification, Applicants must deliver an Award Acceptance Notice or an Award Rejection Notice. Failure to provide any notice will be considered a rejection of the award. Upon acceptance, the Award Acceptance Agreement legally binds the Applicant to proceed in good faith to negotiate and execute the Final Contract. Con Edison will review which Applicants chose to move forward with contract execution or reject the obligations and may re-open the clearing process to other submissions. Re-opening of the clearing process will prioritize program cost-effectiveness and is not guaranteed to result in additional obligations being distributed.
5. Once an Applicant has chosen to move forward with contract execution, the Applicant must undergo a TPRA conducted by a third party designated by Con Edison. A Program Agreement will not be issued until the results of the TPRA are satisfactory to Con Edison. (Please note that Applicants must complete and be approved through the TPRA process only once. Applicants who complete the TPRA and execute a Program Agreement under an earlier Procurement Cycle will be eligible to sign future Program Agreements, unless otherwise noted by the Company.)
6. Once the Applicant satisfactorily completes the TPRA process, a Program Agreement will be executed.

Process Flow



Evaluation

Clearing based on BCA Evaluation of Aggregations

Con Edison has developed an objective evaluation process to competitively procure Aggregations. The evaluation process is intended to be fair and equitable, with the objective of providing the greatest value to Con Edison ratepayers and the electric distribution system. Submissions for 2027 and 2028 Vintage Years will be reviewed at the Aggregation level and evaluated as a single portfolio.

Applicants should note that there is no guarantee a proposal will be selected. Proposals submitted at the same incentive levels as bids accepted in a prior solicitation are not guaranteed to be selected under this solicitation for 2027 and 2028 Vintage Years.

The Company uses a societal cost test under its Benefit-Cost Analysis ("BCA") framework, as outlined in the BCA Handbook filed with the New York State Public Service Commission, to evaluate the cost-effectiveness of the proposed bids.[11] Applicants are encouraged to submit their bids on a lowest cost-basis to maximize the chances of their bids being cleared. The societal cost test considers value streams such as Marginal Cost of Service ("MCOS"), Location Based Marginal Price ("LBMP") and avoided CO2 emissions. Applicants should note that not all values used in the societal

[11] Case 16-M-0411, *In the Matter of Distributed System Implementation Plans*, Con Edison Electric Benefit Cost Analysis Handbook v5.0 (filed June 30, 2025).

cost test are publicly available and that benefits will be calculated as the Net Present Value of the year of solicitation for the entire contract duration submitted.

Term-DLM and Auto-DLM Relative Program Valuation

Term-DLM provides load relief to manage local peak demand on not less than 21-hours advance notice. Auto-DLM provides the capabilities of Term-DLM, plus the ability to manage contingencies, on not less than 10-minutes notice. Therefore, Term-DLM Aggregations will be valued at 60 percent of an equivalent Auto-DLM Aggregation when evaluating responses to the Procurement.

Term-DLM provides similar Load Relief capabilities as the Company's CSRP program. CSRP compensation, with a premium for the long-term Load Relief commitments Aggregations are providing, should therefore be viewed as a reference point for Term-DLM compensation. In contrast, Auto-DLM combines Load Relief capabilities provided by Customers enrolled in the Company's CSRP and DLRP programs and therefore Auto-DLM Aggregations will be evaluated based on the combined value of those two programs.

Form of contract

The award made to the Applicant shall list all accepted Aggregations for the 2027 or 2028 Vintage Years along with contract terms. Unless otherwise requested by the Applicant, Con Edison expects to enter a contract containing comparable terms and conditions with the Program Agreement proposed to the Applicant at the time of the award. Where the Applicant proposes contractual terms that differ substantively from those appearing in the Program Agreement, Con Edison will consider the risks and costs in connection with the proposed terms and conditions.

Acceptance options

The Applicant will have the option of accepting or rejecting the set of Aggregations listed in the award in full but not in part. If accepted, the Cleared Quantity of Load Relief for each Aggregation shall become the Cleared Quantity associated with that Aggregation.

Within 30 days of the Award Notification, Applicants must deliver an Award Acceptance Notice or an Award Rejection Notice. Failure to provide any notice will be considered a

rejection of the award. Upon acceptance, the Award Acceptance Agreement legally binds the Applicant to proceed in good faith to negotiate and execute the Final Contract. Con Edison will review rejected obligations and may re-open the clearing process to other submissions.[12]

A Program Agreement will not be distributed until the results of a TPRA are satisfactory to Con Edison.

Early Exit options and fees

Applicants shall have the opportunity to declare a Deficient Quantity in an aggregation and pay an Early Exit Fee on or before November 1 prior to the forthcoming Capability Period. To declare a Deficient Quantity, the applicant shall submit a request to DLMprocurement@coned.com.

If the Applicant declares a Deficient Quantity it must pay the Early Exit Fee, which is calculated as the product of the Deficient Quantity, multiplied by the Incentive Rate, multiplied by ten percent (10%), multiplied by the remaining years of the contract. If the Applicant declares a Deficient Quantity timely and pays the Early Exit Fee to the reasonable satisfaction of the Company, the Applicant may request a modification of the contract term, including a start as of the following Capability Period, subject to terms and conditions mutually agreed upon by the Applicant and the Company.

Payment of the Early Exit Fee does not relieve the Applicant of any penalties owed for prior Capability Periods. Such payment will be due within 30 days after the Company issues an invoice. In the event that an Applicant enrolls no Customers in an Aggregation, the Company may issue this invoice at any time following the Enrollment Deadline, with payment due 30 days thereafter.

If an Aggregation achieves an Average Season Performance Factor of less than 0.00 for the Term-DLM Program or the Auto-DLM Program, the Company may, at its sole discretion, cancel the Portfolio Quantity associated with that Aggregation and assess the associated Applicant the Early Exit Fee along with any penalties for poor

[12] Re-opening of the clearing process will prioritize program cost-effectiveness and is not guaranteed to result in additional obligations being distributed.

performance accumulated to that point. This cancellation may occur during a Capability Period if no Customers are enrolled in a particular Aggregation.

3. Eligibility

Program Exclusions

1. Customer accounts enrolled in Term-DLM may not enroll in CSRP. Customers enrolling in both Term-DLM and DLRP must do so with the same Aggregator.
2. If a Customer is presently participating in Rider L, they must opt out of that program by notifying the Company before enrolling in Term- or Auto-DLM. It is the Applicant's responsibility to ensure the Company is notified that the Customer has left Rider L and is eligible to enroll in Term- or Auto-DLM prior to the Enrollment Deadline.
3. Customer accounts enrolled in Auto-DLM may not enroll in either CSRP or DLRP.
4. Customers participating in Term- or Auto-DLM and taking service under the Value Stack Tariff will be ineligible for the DRV and LSRV components of Rider R for the duration of the contract term applicable to the Aggregation, and forgo Performance Payments (see "Performance and Payment Calculations" below). By accepting the award, Applicant will be acknowledging that the enrollment of Customers in Term- or Auto-DLM Programs that are also taking service under the Rider R - Value Stack Tariff will represent a decision on behalf of those Customers to forego DRV or LSRV compensation for the length of the Applicant's contract term. Applicants will be responsible for notifying the Company of enrolled customers that are participating under the Value Stack Tariff.
5. Net Energy Metering Customers may not enroll in either Term- or Auto-DLM.
6. Customers with existing Non-Wires Solutions contracts cannot participate in Term- or Auto-DLM.
7. Applicants in Term- and Auto-DLM can bid Load Relief to Non-Wires Solutions RFPs above and beyond the Term- and Auto-DLM Portfolio Quantities associated with individual Aggregations so long as Load Relief provided by Customers participating in both counts first to satisfy the Term- or Auto-DLM Aggregations.

Technology Exclusions and Restrictions

Diesel-fired Electric Generating Equipment will not be permitted and if used by a Customer will be grounds for cancelling a contract associated with an Aggregation. Other types of Electric Generating Equipment are prohibited from operating under the Term- or Auto-DLM Program within one-half mile of a peaking generator located at Gowanus (Brooklyn), Narrows (Brooklyn), 59th Street (Manhattan, West Side) and 74th Street (Manhattan, East Side).[13] This restriction does not apply to Renewable Generation and electric energy storage systems.

In other geographic areas, no limit or cap will be placed under Term- or Auto-DLM on the following: natural gas-fired rich burn Electric Generating Equipment that incorporates three-way catalyst emission controls; natural gas lean-burn Electric Generating Equipment with an engine of model year vintage 2000 or newer; or Electric Generating Equipment that has a NOx emissions level of no more than 2.96 lb/MWh.

Additional Guidance Regarding Electric Generating Equipment

If Applicant requests to operate Electric Generating Equipment for Load Relief purposes under the Term- or Auto-DLM Program, during enrollment the application must state generator information, including nameplate rating, manufacturer, date of manufacture, fuel type or energy source, and the kW enrolled using this equipment. Without this information, the enrollment cannot be accepted. The Applicant must state as part of enrolling Customers using Electric Generating Equipment whether the Customer's unit incorporates three-way catalyst emission controls (natural gas-fired rich burn), a natural gas lean-burn engine of model year vintage 2000 or newer or whether it has a NOx emission level of no more than 2.96 lb./MWh. If the generating equipment has a NOx emission level of no more than 2.96 lb./MWh, but is not natural gas-fired rich burn generating equipment that incorporates three-way catalyst emission controls or natural gas lean-burn engine of model year vintage 2000 or newer, the Applicant must provide

[13] On November 15, 2023, Con Edison submitted a petition seeking approval from the Commission to allow non-renewable electric generating equipment located within one half mile of decommissioned peaking generators located at Hudson Avenue (Brooklyn) and Astoria (Queens) to participate in Term- and Auto-DLM, subject to the Program rules as applicable in other geographic areas. Note that participation by diesel fired electric generating equipment is prohibited under Rider AC. The Commission ordered the Company to implement these changes in its 2024 DLM Order. *See*, DLM Proceeding, 2024 DLM Order.

written certification by a professional engineer at the time of Customer enrollment. The certification must be attached to the application attesting to the accuracy of all generation-related information contained in the application, including the NOx emission level. Without such information and certifications as necessary about a Customer's Electric Generating Equipment, the associated enrollment will be rejected.

Applicants with contractual Load Relief obligations in the 2026 Capability Period and beyond that include Electric Generating Equipment must comply with all local, state and federal rules, including, at a minimum, the following NOx emissions limits, from the beginning of their contractual obligations (the first contracted Capability Period):

1. Combustion turbines firing natural gas: 25 parts per million on a dry volume basis corrected to 15 percent oxygen;
2. Combustion turbines firing oil: 42 parts per million on a dry volume basis corrected to 15 percent oxygen;
3. Spark ignition engines firing natural gas: 1.0 grams per brake horsepower-hour.

Applicants should be familiar with rule 6 NYCRR Part 222 and comply when applicable. Written evidence of extensions granted by the Department of Environmental Conservation to a participant under the provisions of §222.4(c), must be provided to the Demand Response team at Demandresponse@coned.com, during enrollment. Where applicable, a copy of the required New York State Department of Environmental Conservation ("DEC") permit or registration must be included with the Term- or Auto-DLM Customer enrollment. If the permit or registration has not yet been issued, a copy of application to the DEC for the required permit or registration may instead be submitted; provided, however, that a copy of the actual DEC permit or registration must be submitted before commencing service under Term-or Auto-DLM. By participating in Term- or Auto-DLM, Applicants (on behalf of their Customers, as applicable) agree to permit the Company to provide information regarding the Electric Generating Equipment to the DEC for its review, subject to the DEC's agreement to keep this information confidential.

Energy Storage Technology

If an Applicant requests to operate Energy Storage Systems ("ESS") for Load Relief purposes under the Term- or Auto-DLM Program, the ESS must be interconnected according to the standards stated in the New York State Standardized Interconnection Requirements and Application Process.[14] The Applicant is also advised to review the Rider AC portion of the Electric Tariff and notify Con Edison Distribution Engineering of Applicant's desire to participate in Term or Auto-DLM during the interconnection process to ensure that the ESS is capable of participating during all contracted hours in Term or Auto-DLM.[15] ESS that are unable to participate during all of the contracted hours in Term or Auto-DLM may accumulate penalties for underperformance.

During enrollment, Applicant must state ESS information, including nameplate rating, manufacturer, date of manufacture, fuel type or energy source, and the kW enrolled using this equipment. Without this information the enrollment cannot be accepted. Applicant must also provide the associated Coordinated Electric System Interconnection Review ("CESIR") study and Con Edison Permission To Operate ("PTO") letter during the enrollment process for the ESS.

[14] *See,* https://dps.ny.gov/nys-standardized-interconnection-requirements.

[15] *See,* https://cdne-dcxprod-sitecore.azureedge.net/-/media/files/coned/documents/rates/electric/psc-10/electric-tariff.pdf. Leaves 327.20 -327.26.

4. Enrollment

Pre-condition: Aggregator Approval and Access to DR Portal

Enrollment will take place in the DR Portal which is accessible for Con Edison Customers and current or prospective Aggregators. Enrollment applications for each Customer must be submitted electronically by the Applicant.

Before submitting enrollments, Applicants must complete the Aggregator onboarding process which will provide access to the DR Portal, if Applicant has not already completed this process.

The process of enrolling as an approved Con Edison Demand Response Aggregator requires the completion of the following forms:

1. A Demand Response Program Agreement
2. A Demand Response Program New Aggregator Questionnaire
3. A Data Security Agreement (covered by the TPRA)
4. Financial documents:
    a. To receive payments via check:
        i. W-9
        ii. Remittance Letter
    b. To receive payments via wire transfer:
        i. W-9
        ii. Remittance Letter
        iii. ACH Form
        iv. Bank letter or copy of a voided check

Customer Enrollments

Each enrollment entered onto the DR Portal must state the valid Con Edison account number, the Demand Response program, the Baseline Verification Methodology, Load Relief via Curtailment (kW) with those participating solely by generation filling in 0 kW, the Sub-Aggregation number (if any) and Vintage Year the Customer is being enrolled as part of, and whether or not there is on-site generation being used to provide Load Relief. If on-site generation or storage is being used to provide Load Relief, Applicant

must submit the Load Reduction via Generation (kW), Nameplate Capacity (kW), Asset Type, Capacity (kWh), Model year, Manufacturer, and any associated compliance documentation. Compliance documentation must be submitted with the enrollment.

Each account enrolled in the programs must be placed in the approved Aggregation as listed in the executed Program Agreement. Applicants will specify which sets of Customers are associated with Aggregations defined by both number and Vintage Years if they were awarded aggregations across vintage years.

The Company will accept completed enrollments on or before the first weekday of April prior to the start of each Capability Period. For the purpose of this RFP, this is referred as the “Enrollment Deadline”.

All accepted enrollments will have valid account numbers and corresponding interval meters prior to the Enrollment Deadline. Any errors on the enrollment application must be corrected no later than seven (7) business days before the commencement of the Capability Period. Only the Load Relief of approved enrolled Customers will be considered for calculating the Event Performance Factor and associated payments.

5. Performance and Payment Calculations

CBL Approach and Option Details

The Customer Baseline Load is calculated using the Company's Customer Baseline Load methodology. Currently approved Customer Baseline Load methodologies are described in the Company's baseline operating procedure, which is published on the Company's website.[16] The Company will advise Aggregators and Staff of any potential changes to baseline options in the methodology by December 1 of each year. If the Company proposes any changes, the Company will hold a meeting with concerned parties to obtain feedback about those changes by January 1 of each year. The Company will advise Aggregators and Department of Public Service Staff of any potential additional baseline options to be added to the methodology and, if the Company proposes any changes, hold a meeting with concerned parties to obtain feedback about those additional baselines at least one month before they are to go into effect.

Performance will be evaluated by measuring how much Load Relief an Aggregation provides compared to how much was committed. The Baseline Verification Methodology will be used by the Company to verify the actual Load Relief provided (measured in kW and kWh) during each hour of each designated Load Relief Period or Test Event. Actual load levels are compared to the CBLs to verify whether the Applicant provided the kW of contracted Load Relief; provided, however, that the Company may estimate data at its discretion if data is not available for some or all intervals required.

A single Baseline Verification Methodology will be used for each Customer account to assess both energy (kWh) and demand (kW) Load Relief.

An Applicant may change their selection of Baseline Verification Methodology associated with each Customer for the upcoming Capability Period provided the request is received prior to the Enrollment Deadline.

[16] *See,* https://www.coned.com/-/media/files/coned/documents/save-energy-money/rebates-incentives-tax-credits/smart-usage-rewards/customer-baseline-load-procedure.pdf?la=en.

Calculation of Event Performance Factor

For all Event Performance Factors, the contracted Load Relief shall be the Portfolio Quantity associated with an Aggregation. The hourly kW of Load Relief provided is based on the sum of Load Relief provided by the Customers comprising the Aggregation.

1. Event Performance Factor under Term DLM: When a Term-DLM Event is called, is the ratio of: (i) the average hourly kW of Load Relief provided during the Contracted Hours up to the kW of contracted Load Relief to (ii) the kW of contracted Load Relief. The Event Performance Factor is rounded to two decimal places and has an upper limit of 1.00 and a lower limit of 0.
2. Event Performance Factors under Auto-DLM: When an Auto-DLM or Term-DLM Event is called, is the ratio of: (i) the average hourly kW of Load Relief provided during the Load Relief Period up to the kW of contracted Load Relief to (ii) the kW of contracted Load Relief. The Event Performance Factor is rounded to two decimal places and has an upper limit of 1.00 and a lower limit of 0.
3. Test Event Performance Factor under Term- and Auto-DLM: Event Performance Factor, when a Test Event is called, is the ratio of (i) the average hourly kW of Load Relief provided during the Test Event hour up to the kW of contracted Load Relief to (ii) the kW of contracted Load Relief. The Test Event Performance Factor is rounded to two decimal places and has an upper limit of 1.00 and a lower limit of 0.
4. If a Grid Connected Resource is interconnected by or on behalf of Con Edison at the reliability standard for load and a system outage causes a need to curtail export, then 100% performance will be applied for that event. If a Grid Connected Resource is interconnected below the reliability standard for load, the event performance factors will be calculated without an adjustment factor for that event. For clarity on the standards of reliability expected, please

refer to the Handbook of General Requirements for Electrical Service to Distributed Energy Resource (DER) Customers.[17]

Calculation of Adjusted Performance Factor

The Adjusted Performance Factor for each Term-DLM Event is equal to (1) the Event Performance Factor when greater than or equal to 0.80 and (2) when below 0.80 is equal to the difference of the Event Performance Factor and the difference of 0.80 and the Event Performance Factor.

The Adjusted Performance Factor for each Auto-DLM Event is equal to (1) the Event Performance Factor when greater than or equal to 0.90 and (2) when below 0.90 is equal to the difference of the Event Performance Factor and the difference of 0.90 and the Event Performance Factor.

Calculation of Average Season Performance Factor

The average of all Adjusted Performance Factors recorded for a given Aggregation during that Capability Period. The Average Season Performance Factor is rounded to two decimal places and has an upper limit of 1.00 and a lower limit of -0.80 for Term-DLM and -0.90 for Auto-DLM. An Average Season Performance Factor below 0.00 results in a penalty with money due to the Company. For example, if an Applicant has an Aggregation consisting of 100 kW and with an Incentive Rate of $100 per kW, an Average Season Performance Factor of -0.20 would result in the Applicant owing $2,000 to the Company at the end of the Capability Period.

Description of Reservation Payment Calculation

The Reservation Payment, which is issued annually, is equal to the applicable Incentive Rate per kW per Capability Period multiplied by the Applicant Portfolio Quantity multiplied by the Applicant Aggregation Average Season Performance Factor. An Applicant will owe Con Edison money following the Capability Period if this calculation results in a negative value. For example, an Applicant holding an Aggregation of 100 kW with an Incentive Rate of $100 per kW will receive a single payment of $8,000 if the Aggregation receives an Average Season Performance Factor of 0.80, while that same

[17] *See*, https://www.coned.com/-/media/files/coned/documents/es/specs/EO-2115.pdf.

Applicant holding the same Aggregation would receive an invoice for $8,000 if the Aggregation receives an Average Season Performance Factor of -0.80.

Timing of Reservation Payment Issuance

Reservation Payments will be issued to Applicants by the end of November following the Capability Period. If amounts are owed to the Company by the Applicant, the Company will issue an invoice that will be due 30 days after such an invoice is issued. If the Company does not receive payment in full, the Applicant may be barred from current and future participation in other Company programs. If payment is not received for the preceding Capability Period, the Company may vacate any award received by that Applicant for future Capability Periods and charge the Applicant the Early Exit Fee in addition to money already owed which must be paid within 30 days of receiving an invoice. If the Applicant participates in the Company's CSRP or DLRP program, the Applicant agrees that payments from those programs can be collected by the Company to satisfy outstanding debts to the Company incurred through Term- or Auto-DLM participation.

The Company may issue an invoice to an Applicant assessing penalties for non-performance any time after the Capability Period's Enrollment Deadline in the event an Applicant fails to enroll any Customers in an Aggregation. These invoices will also be due 30 days after they are issued. Average Season Performance Factors will be calculated as -0.80 for Term-DLM Aggregations and -0.90 for Auto-DLM Aggregations.

Performance Payments

The Company will provide a Performance Payment for participation in Events at the rate of $1/kWh. The Performance Payment is equal to the applicable $1/kWh multiplied by the average hourly kWh of Load Relief provided by the Applicant Aggregation during the Event multiplied by the number of Event hours. Please note that Performance Payments will not be made under Term- or Auto-DLM if service is taken under Rider R.[18]

[18] *See*, https://cdnc-dcxprod2-sitecore.azureedge.net/-/media/files/coned/documents/rates/electric/psc-10/electric-tariff.pdf?rev=dc57be95d1d346809bf1a8d4ad2a576a&hash=AA9EE5E0A48EA8EF143ABD5DED33896C, Leaf 244 to 254.10.

Performance Payments for Test Events are equal to $1/kWh multiplied by the average hourly kWh of Load Relief provided by the Applicant during the Test Event up to the contracted Portfolio Quantity multiplied by the number of Event hours.

Applicants will not receive Performance Payments for Load Relief provided by Customers who participate in DLRP if those Customers are called during the same hours for Term-DLM and DLRP Events

All Performance Payments for a Capability Period will be issued at the same time as an Applicant's Reservation Payments.

6. Metering Requirements

Participating in Term- or Auto-DLM requires that the entire service for each Customer account be measured by Interval Metering with communications capability used by the Company for monthly billing.

7. Transferring Aggregations

An Applicant may elect to transfer part or all of its Portfolio Quantity for an Aggregation. All transfers must be completed before the Enrollment Deadline to take effect for the forthcoming Capability Period. Otherwise, the transfer shall take effect after the end of that year's Capability Period. The recipient of an Aggregation takes on the full contractual responsibilities of the previous Applicant associated with the Aggregation upon submitting a transfer request. If an Applicant elects to transfer part or all of its Portfolio Quantity to another Applicant who is an approved Aggregator, the existing Program Agreements must be amended or a new Program Agreement must be created to reflect these transfers. The amended or new Program Agreement must be signed by the Applicant receiving the transfer. If the recipient of the Aggregation has existing Aggregations for that Vintage Year in that Network, then the transferred Aggregation will be added as a new sub-Aggregation. The transfer of one or multiple Aggregations could result in more than three sub-aggregations. Having more than three sub-Aggregations under this circumstance is permitted.

Appendix A: Definitions

Applicant in Good Standing: Applicant who has successfully participated in at least one Capability Period in either Rider T or Rider AC prior to submitting a bid or does not have outstanding debt to the Company at the time of submittal.

Auto-DLM Program: Applicant will commit via a 3-5 year contract to provide a quantity of Load Relief for a contingency program activated to prevent or mitigate critical situations on the utility's electric grid or for peak shaving purposes using the same activation criteria as for Term-DLM. A contingency may be designated under Auto-DLM for specific Networks, feeders, or geographical areas if the next contingency would result in a Condition Yellow (*i.e.*, when the next contingency, excluding breaker failure, either will result in an outage to more than 15,000 Customers or will result in some equipment being loaded above emergency ratings) or if a voltage reduction of five percent or greater has been ordered.

Adjusted Performance Factor: An Adjusted Performance Factor is calculated for each Event using the Event Performance Factor and reducing the value based on a formula described in the "Calculation of Adjusted Performance Factor" section of this RFP.

Advisory: Refers to the Company's notice that the day-ahead forecasted load level is at least 92 percent of the forecasted summer system peak. The Company can also send Advisory notices when the day-ahead forecasted load level is at least 88 percent of forecasted summer system peak.

Aggregation: Means either a Sub-aggregation or all Customers represented by an Applicant within a Network if there are no Sub-aggregations for that Aggregator within that Network.

Aggregator: Refers to a party other than the Company that represents and aggregates the load of Customers who collectively have a Load Relief potential of 50 kW or greater under Term- or Auto-DLM for a particular Vintage Year and that is responsible for the

actions of the Customers it represents, including performance and, as applicable, repayments to the Company.

AMI Meter: An Advanced Metering Infrastructure equipped meter.

Applicant: An individual or entity replying to this RFP, including Con Edison Customers or Aggregators acting on a Customer's behalf. Applicants may include new and/or existing Customers or Aggregators.

Average Season Performance Factor: The average value of all Adjusted Performance Factors calculated for an Aggregation during a Capability Period.

Award Acceptance Agreement: The fully signed Award Acceptance Notice. Legally binds the Applicant to proceed in good faith to negotiate and execute the Final Contract.

Award Acceptance Notice: The notice provided by the Applicant after Award Notification that confirms the decision to move forward with contract execution.

Award Notification: Notification distributed to Applicants at the conclusion of the evaluation process which lists the Aggregations that are eligible for acceptance or rejection.

Award Rejection Notice: The formal notice provided by the Applicant of the decision to reject in full the award provided by Con Edison.

Baseline Verification Methodology: Performance will be evaluated by measuring how much Load Relief an Aggregation provides compared to how much was committed. The Baseline Verification Methodology will be used by the Company to verify the actual Load Relief provided (measured in kW and kWh) during each hour of each designated Load Relief Period and Test Event. Actual load levels are compared to the CBLs to verify whether the Applicant provided the kW of contracted Load Relief; provided,

however, that the Company may estimate data in accordance with its operating procedure if data is not available for some or all intervals required.

A single baseline will be used for each Customer account to assess both energy (kWh) and demand (kW) Load Relief. Customers using generators to provide Load Relief cannot be enrolled under a CBL Verification Methodology that includes a weather adjustment.

An Applicant may change the CBL Verification Methodology for the upcoming Capability Period during each enrollment period by the Enrollment Deadline.

Benefit Cost Analysis (BCA): A defined process for comparing the benefits and costs associated with the program to determine whether the benefits associated with an Aggregation or portfolio of Aggregations sufficiently outweighs the costs associated with an Aggregation or portfolio of Aggregations to justify the awarding of Cleared Quantity to an Aggregation.

Call Window (or, Contracted Hours): Refers to the period within a weekday, Monday through Friday during the Capability Period, excluding federal holidays, during which the Applicant contracts to provide Load Relief in a Network whenever the Company designates a Term-DLM Event. This period will be at minimum four hours long. The Call Window is established by the Company for each Network based on individual Network needs, and will be posted on the Company's website no later than January 1 for the upcoming Capability Period. Call windows may be consistent across Demand Response programs (i.e., across CSRP, Term-DLM), or may be program-specific. The Contracted Hours for any SC11 Customer who exports power to the Company shall be the Contracted Hours established by the Company for the Network unless the Company assigns an alternate four-hour period. If the Company assigns an alternate four-hour period, it will notify the Applicant within ten calendar days of enrollment.

Capability Period: May 1st through September 30th.

Cleared Quantity: The amount of Load Relief, measured in kW, awarded to an Aggregation through the RFP.

Curtailment: The provision of Load Relief without use of Electric Generating Equipment or battery energy storage.

Customer: Means an individual Con Edison electricity account holder. All performance is calculated at an account level rather than at the meter level.

Customer Baseline Load (CBL): The Customer Baseline Load as calculated under the Company's Customer Baseline Load methodology using the baseline options listed in the methodology. The Customer Baseline Load methodology is described in the Company's baseline operating procedure, which is published on the Company's website.[19]

Deficient Quantity: Means the portion of the Cleared Quantity, measured in kW, that an Applicant requests, on or prior to November 1 of the calendar year prior to a Capability Period, to be relieved of its commitment for contract Load Relief and for which an Early Exit Fee shall be paid.

DR Portal: A Customer management platform that Applicants can use to enroll Customers electronically in the Term- and Auto-DLM Programs, receive notification of Events, track Applicant Event performance by Aggregation, and view payment information related to program participation. The portal is accessible only to Applicants who have completed the Company's Aggregator enrollment process.

[19] *See,* https://www.coned.com/-/media/files/coned/documents/save-energy-money/rebates-incentives-tax-credits/smart-usage-rewards/customer-baseline-load-procedure.pdf?la=en

Dynamic Load Management (DLM): Public Service Commission ordered programs run by utilities with the aim of addressing distribution level grid conditions during times of acute need. These include the Company's programs under Rider L, Rider T, and Rider AC in the Company's tariff.

Early Exit Fee: A fee paid to the Company prior to the beginning of a Capability Period to reduce the amount of Portfolio Quantity associated with an Aggregation. The Early Exit Fee is equivalent to the product of the Deficient Quantity, multiplied by the Incentive Rate, multiplied by ten percent (10%), multiplied by the remaining years of the contract.

Electric Generating Equipment: Refers to: (a) Electric Generating Equipment at the premises of a Customer served under Standby Service, Rider R, or SC 11 and used to provide Load Relief under Con Edison's tariff; or (b) emergency Electric Generating Equipment that is interconnected and operated in compliance with General Rule 8.2 and used to provide Load Relief under Con Edison's tariff.

Energy Storage System (ESS): Refers to storage technologies which have the ability to store energy and discharge electricity.

Event: A period when Load Relief was requested under Term- or Auto-DLM.

Event Performance Factor: The ratio between the Load Relief provided by an Aggregation during a Term- or Auto-DLM Event and the Aggregation's Portfolio Quantity.

Implementation Contractor: Any entity competitively contracted to implement specific programs and services.

Incentive Rate: The $ per kW per Capability Period bid made by an Applicant associated with each Aggregation.

Interval Meter: A meter with communications capability that records electric usage in increments of 15 minutes or less and includes meters installed under the Company's AMI program.

Load Relief: Refers to power (kW) and energy (kWh): (a) ordinarily supplied by the Company that is displaced by use of Electric Generating Equipment and/or reduced by the Applicant at the Customer's premises; or (b) produced by use of Electric Generating Equipment by an SC 11 Customer or a Rider R Customer taking service under the Value Stack Tariff at the time of enrollment in Con Edison's Rider AC, and delivered by that Customer to the Company's distribution system during a Load Relief Period. The amount of Load Relief delivered during an Event is determined by the Company's Baseline Verification Methodology.

Load Relief Period: Refers to the hours for which the Company requests Load Relief in a Network during: (a) Term-DLM Event; or (b) an Auto-DLM Event. The Company will not request Load Relief under Auto-DLM between the hours of 12:00 AM and 8:00 AM.

Network: Refers to a distribution Network or load area designated by the Company.

Pay-as-Bid: A form of Procurement in which the $/kW Incentive Rate associated with each Aggregation is determined by the bid provided by the Applicant.

Performance Payment: Payments made to Applicants based on the kWh of Load Relief an Aggregation provides during a Term- or Auto-DLM Event.

Portfolio Quantity: For each Aggregation of an Applicant, the initial Cleared Quantity less any Deficient Quantities associated with the payment of Early Exit Fees for each Aggregation.

Procurement: Process by which the Company evaluates proposed Aggregations using the same framework to determine which should be approved and included in awards offered to successful Applicants.

Program Agreement: Refers to the specific terms and conditions that apply to Applicants based on signed agreements associated with their Vintage Year. These agreements will include a list of all Aggregations for which an Applicant has been awarded a Cleared Quantity.

Renewable Generation: Means behind-the-meter electric generating equipment that is not fossil-fueled and has no emissions associated with it. Electric energy storage systems do not emit pollutants at their source and are therefore included under this definition.

Reservation Payment: Payments made to Applicants at the conclusion of each Capability Period based on an Aggregation's Portfolio Quantity, its Incentive Rate, and its Average Season Performance Factor.

Rider AC: The section of Con Edison's Tariff describing the treatment of Term- and Auto-DLM.

Sealed Bid: A form of Procurement in which the bids submitted by one Applicant will remain unknown to other Applicants.

Sub-aggregation: An Aggregator represents a subset of customers within a Network, known as an Aggregation. Each Aggregator is allowed up to three Sub-aggregations per Network, per vintage year, provided that each Sub-aggregation collectively has a Load Relief potential of 50 kW or greater. For the purposes of this RFP, Sub-aggregations will be treated as individual Aggregations.

Term-Dynamic Load Management (DLM) Program: Applicant will commit via a 3-5 year contract to provide Network peak shaving during Contracted Hours when the day-ahead system electric load forecast reaches at least 88 percent of its forecasted summer system peak. The Company will call a Term-DLM Event on not less than two hours' advance notice. A Term-DLM Event will not be called unless an Advisory was issued at least 21 hours in advance.

Test Event: Refers to the Company's request under either Term- or Auto-DLM for Customers and Aggregators to provide Load Relief in order to test participants' response to a request for Load Relief. Test Events will last one hour for both programs.

Vintage Year: Refers to the first Capability Period an Applicant is contractually obligated to participate.

Appendix B: TPRA Frequently Asked Questions

What is Third-Party Risk Management (TPRM)?

Third-Party risk is the potential risk that arises from outsourcing business activities with third parties, including suppliers of material or equipment, service providers, and other similar relationships. To implement TPRM and quantify risks, business-specific risk assessment questionnaires are developed for third parties to follow and are supplemented by quantitative data insights to improve quality.

What is KY3P?

Con Edison implemented the Know Your 3rd Party (KY3P) suite of solutions to streamline the vendor due diligence process and enhance transparency. Using KY3P to issue questionnaires allows Con Edison to efficiently risk assess large volumes of suppliers and identify relevant risks and control gaps.

Why is Con Edison doing TPRM?

Studies show that most recent data breaches were due to the supply chain and a failure of third-party risk management. Data breaches are often a result of overlooked issues, such as inadequate assessments of the level of access to information or information systems a third-party has.

Additionally, TPRM provides valuable insights into an organization's supply chain which can help prevent significant disruptions and mitigate operational, environmental, legal, compliance, financial, and reputational risks.

What kind of information do I need to provide?

Con Edison's TPRM program requirements vary depending upon the risk profile associated with a supplier or the product/service provided. Depending on the nature of the relationship, we may seek additional information and insight from you in some of the following areas:

- Information & Cyber Security controls, practices, and posture
- Safety statistics, culture, and procedures
- Financial performance and viability

- Environmental performance and impacts
- Business continuity and disaster recovery practices
- Sustainability efforts and information

How does this impact me as a Con Edison Vendor?

To begin a business relationship, renew an existing contract, or sign a new contract with Con Edison, third parties will need to undergo our TPRA.

Is my data safe?

Yes, KY3P infrastructure has been designed and configured with robust security settings for availability, integrity, and confidentiality. The KY3P platform is configured to the industry's best practices: networks, hosts, firewalls, applications, and databases are monitored with a mix of automated and manual processes for abnormal activity. KY3P adheres to privacy laws in respective jurisdictions. Information Security protocols are reviewed and updated periodically to account for changes in applicable data protection laws and regulations.