

AGREEMENT FOR SERVICES

This Agreement for Services (“**Agreement**”) is made and entered into by and between the **State of Ohio, Department of Development** (“**Sponsor**”) and **Hagerty Consulting, Inc.** (“**Contractor**”). This Agreement shall have a Control Number of OEEP23-004.

1. **Statement of Work**. Contractor shall undertake and complete the work and activities set forth in Exhibit I, “Scope of Work,” which is attached hereto, made a part hereof, and incorporated herein by reference as if fully rewritten herein. Contractor shall consult with the personnel of Sponsor and with other appropriate persons, agencies, or instrumentalities as necessary to ensure a complete understanding of the work and satisfactory completion thereof.
2. **Sponsor’s Instructions**. Sponsor may, from time to time as it deems appropriate and necessary, communicate specific instructions and requests to Contractor concerning the performance of the work described in this Agreement. Upon such notice and within a reasonable time, Contractor shall comply with such instructions and fulfill such requests to the satisfaction of Sponsor. It is expressly understood by the parties that the instructions and requests are for the sole purpose of performing the specific tasks requested and to ensure satisfactory completion of the work described in this Agreement. However, they are not intended to amend or alter the terms of this Agreement or any part thereof. The management of the work, including the right to control or direct the manner or means by which the work is done, is retained by Contractor at all times.
3. **Term**. This Agreement shall be binding upon both parties, and the work described in this Agreement shall commence on March 1, 2023, and all activities under this Agreement shall be completed not later than June 30, 2023, on which date this Agreement shall expire. In the event that the work hereunder is to be done in separate phases, each phase shall be completed within the time prescribed in Exhibit I.
4. **Compensation**. In consideration of the promises of Contractor herein, Sponsor agrees to pay Contractor on a reimbursement basis upon Sponsor’s receipt and approval of proper invoices. Contractor shall not be compensated for services rendered hereunder except as expressly set forth herein. The total compensation to be paid to Contractor under this Agreement shall not exceed \$160,092.00.

Unless otherwise stated in Exhibit I and in accordance with Ohio Revised Code Section 126.30, payments under this Agreement are due from Sponsor to Contractor on the 30th day after the date of receipt of a proper invoice by Sponsor. The date payment is issued by Sponsor is the date payment is made. Payment of an invoice by Sponsor does not prejudice Sponsor’s right to object to or question any invoice, matter, or relation thereto.

5. **Proper Invoicing Method**. Contractor shall submit proper invoices that are itemized and show all of the following:
 - (a) Purchase order number authorizing the delivery of the supplies or services;
 - (b) The Sponsor Control Number of this Agreement;
 - (c) Delivery location of the services;
 - (d) Contractor name and address;
 - (e) Contractor’s unique invoice number;

- (f) Date that services were performed;
- (g) Itemization of services provided, including cost for each;
- (h) For time and materials work, the invoice must reflect labor hours actually worked, and, if applicable, supplies used; and
- (i) Clear statement of total payment expected.

The adequacy and sufficiency of such invoices shall be determined solely by Sponsor. If Sponsor determines that an invoice is inadequate or insufficient, or determines that further documentation or clarification is required for a particular invoice, the burden of providing the required information or documentation is on Contractor. Costs incurred by Contractor which are associated with providing the required additional information or documentation and costs which are related to defending an inadequate or insufficient invoice shall not be charged to Sponsor and shall not be considered an allowable expense under this Agreement. Failure to comply with this Section 5 will result in delayed payment to Contractor.

6. Contractor's Expenses. Contractor is solely responsible for all office, business, and personnel expenses associated with the performance of this Agreement. Contractor shall furnish its own staff, materials, tools, equipment, and other supplies necessary for the satisfactory performance of its obligations under this Agreement.
7. Travel. Any travel that Contractor undertakes to perform any obligation under this Agreement is at Contractor's expense. Sponsor will pay for any additional travel that Contractor requests only with prior written approval. Sponsor will pay all approved additional travel expenses in accordance with Ohio Revised Code Section 126.31 and Rule 126-1-02 of the Ohio Administrative Code.
8. Subcontracting. Contractor may enter into subcontracts for its work under this Agreement only with Sponsor's prior written approval. Any approved subcontract is at the sole expense of Contractor. Contractor must cause all subcontracts to incorporate the terms of this Agreement. Contractor is responsible for all work performed by a subcontractor. Any default by a subcontractor is a default by Contractor under this Agreement. Contractor is solely responsible for all contact with, management of, and payment to any subcontractor, as well as any claims by subcontractors. Contractor agrees to defend, indemnify and hold Sponsor harmless from any claims of a subcontractor and any damages Sponsor may incur due to Contractor's failure to adhere to any of its requirements under this Section 8.
9. Insurance. Contractor shall provide insurance coverage at its own expense throughout the Term of this Agreement by insurers of recognized financial responsibility sufficient to cover potential losses and risks related to the services Contractor will provide and obligations it assumes under this Agreement. Contractor should maintain the types of coverage necessary in amounts as is prudent and customary in the business Contractor is engaged, including as may be applicable, Commercial General Liability, Automobile Liability, workers' compensation insurance, and Professional Liability coverages. Contractor shall cause its policies to name Sponsor as an Additional Insured, as its interest may appear. Contractor shall also cause its policies to be endorsed to include a blanket waiver of subrogation and a statement that Contractor's Commercial General Liability insurance is primary over any other coverage. Failure of Contractor to maintain coverage during the Term of this Agreement may be considered a default. Sponsor's failure to request proof of coverage from

Contractor is in no way a waiver of Contractor's insurance requirements.

10. Termination.

(a) General. Sponsor may terminate this Agreement for its convenience upon written notice to Contractor. In addition, Sponsor may terminate this Agreement for cause upon thirty (30) days' written notice to Contractor if Contractor fails to perform any of its obligations under this Agreement, or immediately upon Sponsor's reasonable suspicion of Contractor's endangered performance or financial instability. Upon notice of termination, Contractor shall cease all work under this Agreement and shall take all necessary or appropriate steps to limit disbursements and minimize costs in ceasing all work. Contractor shall furnish a report setting forth the status of all activities under this Agreement including, but not limited to, the work completed and the payments received by Contractor and such other information as Sponsor may require. Subject to any claim for damages arising from Contractor's breach, Contractor shall be entitled to compensation for work completed through the date Contractor received notice of termination upon submission and approval of proper documentation or invoices.

(b) Services Performed Outside the U.S. Contractor acknowledges and agrees it shall comply with Executive Orders 2019-12D Governing the Expenditure of Public Funds for Offshore Services and 2022-02D State of Ohio's Response to Russia's Unjust War on the Country of Ukraine, including the following:

(i) Sponsor is not obligated and shall not pay for any services provided under this Agreement that Contractor or any of its subcontractors performed outside of the United States. If services are performed outside of the United States, such activities will be treated as a material breach of this Agreement, and Contractor shall immediately return to Sponsor all funds paid for those services.

(ii) In addition, if Contractor or any of its subcontractors perform any such services outside of the United States, Sponsor may, at any time after the breach, terminate this Agreement for such breach, upon written notice to Contractor. If Sponsor terminates the Agreement, Sponsor may buy substitute services from a third party, and Sponsor may recover the additional costs associated with acquiring the substitute services.

(iii) If Contractor or any of its subcontractors prepares to perform services or changes or shifts the location(s) of services performed by Contractor or its subcontractors under this Agreement to a location(s) outside of the United States, but no services are actually performed outside of the United States, Contractor shall promptly, but in no event later than 10 days, change or shift the location(s) of services performed to location(s) within the United States. Sponsor may recover liquidated damages in the amount of 1% of the value of the contract for every day past the time permitted to change or shift the location(s) to the United States.

(iv) Contractor represents and warrants it does not and will not utilize or perform any services with a person or entity in Russia, or formed in Russia and Contractor does not and will not hold or make any investment in a Russian institution or company during the term of this Agreement.

Any breach of this Section 10(b) by Contractor is material and this Agreement will automatically terminate.

11. Records Maintenance and Access.

(j) Maintenance of Records. Contractor shall establish and maintain for at least three (3) years

after the last day of the Term of the Agreement or earlier termination of this Agreement its records regarding this Agreement, including, but not limited to, financial reports, and all other information pertaining to Contractor's performance of its obligations under this Agreement. Contractor also agrees that any records required by Sponsor with respect to any questioned costs, audit disallowances, litigation or dispute between Sponsor and Contractor shall be maintained for the time needed for the resolution of such question or dispute.

(k) Inspection and Copying. At any time during normal business hours and upon not less than twenty-four (24) hours' prior written notice, Contractor shall make available to Sponsor, its agents or other appropriate State agencies or officials all books and records regarding this Agreement which are in the possession or control of Contractor, including, but not limited to, records of personnel. Sponsor, its agents and other appropriate State agencies and officials may review, audit and make copies of such books and records, and any such inspection of books and records will be undertaken in such a manner as not to interfere unreasonably with the normal business operations of Contractor. Contractor shall, at its own cost and expense, segregate records to be made available for inspection pursuant to this Section 11(b) from Contractor's other records of operation.

(l) Sponsor's Data. When using or possessing Sponsor's data or accessing Sponsor's networks and systems, Contractor, its employees, subcontractors and agents must comply with all applicable State of Ohio rules, policies, and regulations regarding state provided IT resources, data security, and integrity.

12. Certification of Funds. It is expressly understood by the parties that none of the rights, duties, and obligations described in this Agreement shall be binding on either party until all applicable statutory provisions of the Ohio Revised Code, including but not limited to Section 126.07, have been complied with and until such time as all necessary funds are made available and forthcoming from the appropriate state agencies, and, when required, such expenditure of funds is approved by the Controlling Board of the State of Ohio, or in the event that federal funds are used, until such time that Sponsor gives Contractor written notice that such funds have been made available to Sponsor by Sponsor's funding source. Sponsor shall provide Contractor with written evidence of the Controlling Board action within 30 days after the date on which the Controlling Board considered the appropriation request.

13. Equal Employment Opportunity. Pursuant to Ohio Revised Code Section 125.111, Contractor agrees that Contractor, any subcontractor, and any person acting on behalf of Contractor or subcontractor, shall not discriminate, by reason of race, color, religion, sex, age, disability, military status, national origin, or ancestry against any citizen of this state in the employment of any person qualified and available to perform the work under this Agreement. Contractor further agrees that Contractor, any subcontractor and any person acting on behalf of Contractor or subcontractor shall not, in any manner, discriminate against, intimidate, or retaliate against any employee hired for the performance of work under this Agreement on account of race, color, religion, sex, age, disability, military status, national origin or ancestry. Contractor represents that it has a written affirmative action program for the employment and effective utilization of disadvantaged persons and will file a description of that program and a progress report on its implementation with the Equal Employment Opportunity Office of the Ohio Department of Administrative Services.

14. Representations and Warranties. Contractor represents and warrants that:

(a) the recommendations, guidance, and performance of Contractor will be in accordance with the professional standards generally applicable to Contractor's industry, the requirements of this Agreement, and without material defect;

- (b) no deliverable will infringe on the intellectual property rights of any third party;
- (c) all warranties for deliverables are in accordance with Contractor's standard business practices;
- (d) the deliverables comply with all applicable governmental, environmental, and safety standards;
- (e) Contractor has the right and requisite authority to enter into this Agreement;
- (f) Contractor has not and will not enter into any other agreements or relationships that restrict Contractor's ability to fully and satisfactorily perform its obligations under this Agreement;
- (g) Contractor has good and marketable title to any deliverable delivered under this Agreement for which title passes to Sponsor; and
- (h) Contractor has the right and ability to grant the license granted in any deliverables for which title does not pass to Sponsor.

If any work of Contractor or any Deliverable fails to comply with these warranties, Contractor shall upon notice from Sponsor correct such failure. If Contractor fails to correct its failure, Contractor shall refund the amount paid for the applicable Deliverable to Sponsor.

Any other express warranties of Contractor are a minimum of one year or Contractor's standard warranty, whichever is longer.

15. Indemnification. Contractor agrees to indemnify and to hold the Sponsor and the State of Ohio harmless and immune from any and all claims for injury or damages arising from this Agreement and Contractor's performance of the obligations or activities in furtherance of the work which are attributable to the Contractor's own actions or omissions or those of its trustees, officers, employees, subcontractors, suppliers, third parties utilized by the Contractor, or joint venturers while acting under this Agreement. Such claims shall include, but are not limited to, any claims made under the Fair Labor Standards Act or under any other federal or state law involving wages, overtime, or employment matters and any claims involving patents, copyrights, and trademarks. Contractor shall bear all costs associated with defending Sponsor and the State of Ohio against any claims.

Contractor also agrees to indemnify and hold Sponsor and the State of Ohio harmless and immune from any claim of infringement of a copyright, patent, trade secret, or similar intellectual property right based on Sponsor's proper use of any deliverable under this Agreement. This portion of Contractor's indemnification obligations does not apply where Sponsor has modified or misused the deliverable and the claim of infringement is based on the modification or misuse. If a successful claim of infringement is made, or if Contractor reasonably believes a pending infringement claim may succeed, Contractor must take one of the following actions:

- (a) modify the deliverable so the deliverable is no longer infringing;
- (b) replace the deliverable with an equivalent or better item;
- (c) acquire the right for Sponsor to use the infringing deliverable as intended; or
- (d) remove the infringing deliverable and refund the fee Sponsor paid for the deliverable and any other affected deliverable.

16. Limitation of Liability. Neither party is liable for any indirect, incidental or consequential loss or

damage, including lost profits, even if the parties have been advised, knew, or should have known of the possibility of such damages. Contractor agrees that it is liable for all direct damages due to its fault or negligence. Sponsor's liability for damages is limited to the total amount of compensation paid to Contractor under this Agreement.

17. Conflict of Interest. No personnel of Contractor or personnel of any subcontractor, and no public official who exercises any functions or responsibilities in connection with the review or approval of any work completed under this Agreement, shall, prior to the completion of such work, voluntarily or involuntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge or fulfillment of his or her functions or responsibilities with respect to the completion of the work contemplated under this Agreement. Contractor shall immediately disclose in writing to Sponsor any such person who, prior to or after the execution of this Agreement, acquires any personal interest, voluntarily or involuntarily. Thereafter, such person shall not participate in any action affecting the work under this Agreement unless Sponsor determines that, in light of the personal interest disclosed, his or her participation in any such action would not be contrary to the public interest.
18. Drug-Free Workplace Compliance. In the event that work performed under this Agreement will be done in whole or in part on state property, Contractor hereby certifies that all of its employees, while working on state property, will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.
19. Adherence to State and Federal Laws, Regulations.
 - (a) General. Contractor agrees to comply with all applicable federal, state, and local laws related to Contractor's performance of the obligations of this Agreement. Contractor accepts full responsibility for payments of all unemployment compensation, insurance premiums, workers' compensation premiums, all income tax deductions, social security deductions, and any and all other taxes or payroll deductions required for all employees engaged by Contractor in the performance of the requirements of this Agreement.
 - (b) Ohio Ethics Laws. By its signature on this document, Contractor certifies: (1) it has reviewed and understands the Ohio ethics and conflict of interest laws including, without limitation, Ohio Revised Code Chapter 102, Sections 2921.01, 2921.42, 2921.421 and 2921.43, and Sections 3517.13(I) and 3517.13(J); and (2) it has taken and will take no action inconsistent with those laws, as any of them may be amended or supplemented from time to time. Contractor understands that failure to comply with the Ohio ethics and conflict of interest laws, is in itself, grounds for termination of this Agreement and the grant of funds made pursuant to this Agreement and may result in the loss of other contracts or grants with the State of Ohio.
 - (c) Ohio Elections Law. Contractor affirms that, as applicable to Sponsor, no party listed in Division (I) or (J) of Section 3517.13 of the Ohio Revised Code or spouse of such party has made, as an individual, within the two previous calendar years, one or more contributions totaling in excess of \$1,000.00 to the Governor of Ohio or to his campaign committees.
20. Open Trade. In accordance with Ohio Revised Code Section 9.76, Contractor represents and warrants it is not boycotting any jurisdiction with whom the State of Ohio can enjoy open trade, including Israel, and will not do so during the Term of this Agreement.
21. Unresolved Findings. Contractor warrants that it is not subject to an unresolved finding for recovery under Ohio Revised Code Section 9.24. If this warranty is deemed to be false, this Agreement is void

ab initio and the Contractor must immediately repay to Sponsor any funds paid under this Agreement.

22. Employees Not State Employees/Employee Acknowledgements. Contractor acknowledges and agrees that, consistent with the provisions of Ohio Revised Code Sections 124.01(F) and 145.012, its employees are not and shall not be deemed to be "public employees" as defined in Ohio Revised Code Section 145.01(A). In furtherance thereof, if Contractor has less than 5 employees, Contractor agrees to have each of its employees execute an acknowledgement in the form attached hereto as Exhibit II (the "OPERS Acknowledgement") and submit them to Sponsor prior to the execution of this agreement by Sponsor.
23. Ownership. All work done by Contractor and covered by this Agreement belongs to Sponsor with all rights, title and interest in all intellectual property that comes into existence through Contractor's work under this Agreement being assigned to Sponsor. Contractor shall provide all assistance reasonably needed to vest such rights of ownership in Sponsor. Contractor waives any shop rights, author rights, and similar retained interests in any such work. However, Contractor will retain ownership of all tools, methods, techniques, standards, and other development procedures, as well as generic and preexisting shells, subroutines, and similar material incorporated in any custom deliverable ("Pre-existing Materials"). Contractor grants Sponsor a worldwide, non-exclusive, royalty-free, perpetual license to use, modify, sell, and otherwise distribute all Pre-existing Materials incorporated in any custom deliverable.

Contractor represents to Sponsor and unconditionally guarantees that any materials provided to Sponsor for purposes of completing the work described in Exhibit I of this Agreement are owned by the Contractor, or Contractor has the right to use and assign such materials.

24. Confidentiality. As used herein, "Confidential Information" means any and all information provided in any form from one party to the other party which is, by its nature, information that a prudent business person would maintain as confidential. Such information includes proprietary information, trade secret information and "Personal information" as described in Ohio Revised Code Section 1347.01(E). Ohio Revised Code Section 1347.01(E) provides: "Personal Information means any information that describes anything about a person, or that indicates actions done by or to a person, or that indicates that a person possesses certain personal characteristics, and that contains, and can be retrieved from a system by, a name, identifying number, symbol, or other identifier assigned to a person." Contractor shall use Confidential Information only in connection with the purposes set forth herein. Contractor acknowledges that Confidential Information may include personal or proprietary information relating to businesses or individuals. Contractor agrees to use reasonable efforts to safeguard Confidential Information and to prevent the unauthorized, negligent or inadvertent disclosure of Confidential Information. "Reasonable efforts" means efforts not less than those the one party employs to protect its own Confidential Information and, in any event, efforts not less than those a prudent business person would take to protect his or her own confidential and proprietary information. Contractor shall not, without the prior written approval of Sponsor, directly or indirectly disclose Confidential Information to any person or business entity except to its own employees and representatives, including, without limitation, attorneys, accountants and financial advisors on a need-to-know basis for the purposes contemplated by this Agreement. Without limiting the generality of the foregoing, if Contractor experiences any breach of data security that exposes Confidential Information to disclosure or unauthorized use, Contractor agrees to bear all costs to notify every individual whose Confidential Information may have been compromised and agrees that it shall also hold Sponsor harmless from any claim arising from or related to such breach, subject to the limits of liability already set forth in this Agreement.

25. Public Records. Contractor acknowledges, in accordance with Ohio Revised Code Section 149.43, that this Agreement, as well as any information, deliverables, records, reports, and financial records related to this Agreement are presumptively deemed public records. Contractor acknowledges that these records will be made available to the public unless Sponsor determines that the materials are confidential or otherwise exempt from disclosure under applicable law. Contractor must comply with any direction from Sponsor to preserve or provide documents and information in any form and to suspend any scheduled destruction of such documents and information.

26. Miscellaneous.

(a) Governing Law. This Agreement shall be governed by the laws of the State of Ohio as to all matters, including but not limited to matters of validity, construction, effect and performance.

(b) Forum and Venue. All actions regarding this Agreement shall be forumed and venued in a court of competent subject matter jurisdiction in Franklin County, Ohio.

(c) Entire Agreement. This Agreement and its exhibits and any documents referred to herein constitute the complete understanding of the parties and merge and supersede any and all other discussions, agreements and understandings, either oral or written, between the parties with respect to the subject matter hereof.

(d) Severability. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions of this Agreement.

(e) Conflict of Provisions. Should it be determined that a provision within this Agreement conflicts with a provision set forth in Exhibit I, then the language of Exhibit I shall control as being the more specific terms and conditions of the Agreement.

(f) Notices. All notices, consents, demands, requests and other communications which may or are required to be given hereunder shall be in writing and shall be deemed duly given if personally delivered or sent by United States mail, registered or certified, return receipt requested, postage prepaid, to the addresses set forth hereunder or to such other address as the other party hereto may designate in written notice transmitted in accordance with this provision.

In case of Sponsor, to:

Ohio Department of Development
P.O. Box 1001
Columbus, Ohio 43216-1001
With a copy to Chief Legal Counsel

In case of Contractor, to:

Hagerty Consulting, Inc.
1618 Orrington Ave., Suite 201
Evanston, Illinois 60201
Email: Katie.Freeman@hagertyconsulting.com
Phone No.: (847) 492-8454 x119

Notwithstanding the foregoing, ordinary communications regarding the status of services being provided by Contractor may be sent by electronic mail to the designated representatives of Sponsor and Contractor.

(g) Amendments or Modifications. Either party may at any time during the term of this Agreement request amendments or modifications. Requests for amendment or modification of this Agreement shall be in writing and shall specify the requested changes and the justification of such changes. Should the parties consent to modification of the Agreement, then an amendment shall be drawn, approved, and executed in the same manner as the original agreement.

(h) Forbearance. No act of forbearance or failure to insist on the prompt performance by Contractor of its obligations under this Agreement, either express or implied, shall be construed as a waiver by Sponsor of any of its rights hereunder.

(i) Publicity. Contractor shall not advertise that it is doing business with Sponsor or use this Agreement for marketing or sales purposes without Sponsor's prior written consent, which Sponsor may withhold in its discretion.

(j) Survival. All sections of this Agreement which in order to give effect to the rights, duties, or responsibilities of the provisions within them shall survive the expiration or termination of this Agreement, including those sections relating to payment, confidentiality, license and ownership, indemnification, insurance, publicity, warranties and limitations on damages.

(i) Pronouns. The use of any gender pronoun shall be deemed to include all the other genders, and the use of any singular noun or verb shall be deemed to include the plural, and vice versa, whenever the context so requires.

(j) Headings. Section headings contained in this Agreement are inserted for convenience only and shall not be deemed to be a part of this Agreement.

(k) Assignment. Neither this Agreement nor any rights, duties, or obligations described herein shall be assigned or subcontracted by Contractor without the prior express written consent of Sponsor.

IN WITNESS WHEREOF, the parties have executed this Agreement For Services on the last day and year set forth below.

CONTRACTOR:
Hagerty Consulting, Inc.

SPONSOR:
State of Ohio
Department of Development
Lydia L. Mihalik, Director

By: 

By: _____

Printed Name: Bradley R. Grining

Printed Name: _____

Title: Chief Operating Officer

Title: _____

Date: 2/3/2023

Date: _____

Exhibit I

The Scope of Work containing the activities to be completed by the contractor for this agreement shall incorporate by reference all documents listed below. If there are conflicting provisions among these documents, the order of precedence for the documents is as follows:

1. The Contractor's proposal, as amended, clarified, and accepted by the State; and
2. The documents and materials incorporated by reference in the Contractor's proposal.

Dates of Service

03/01/23 – 06/30/23

Budget

\$160,092.00

Scope of Work

This scope of work consists of the following tasks, but can accept additional information the proposer may believe pertinent to the successful execution of SESP update:

Task A: Update Existing DOE SESP Requirements

The National Association of State Energy Officials (NASEO) reviewed Ohio's 2013 energy assurance plan and identified the sections of the DOE requirements that were included. OEE expects the proposer will work with the PUCO and other state entities to update these sections and include CESER information as needed.

SESP Sections to Update:

1. A characterization of all energy sources and regulated and unregulated energy providers.
2. An updated state energy profile, an assessment of energy production, transmission, distribution, and end-use.
3. Potential hazards to each energy sector/system, including:
 - a. Physical threats and vulnerabilities.
 - b. Cybersecurity threats and vulnerabilities.
5. Provide a risk mitigation approach to enhance reliability and end-use resilience.

TASK B: Develop Missing Sections of DOE SESP Requirements

NASEO and OEE identified two sections of the DOE SESP requirements that were not included in the 2013 energy assurance plan. OEE expects the proposer will work with the PUCO, other state entities, federal partners, and applicable stakeholders to develop these sections and include CESER information as needed.

SESP Sections to Develop:

4. Provide a risk assessment of energy infrastructure and cross-sector interdependencies.
6. Address:
 - a. Multi-state and regional coordination, planning, and response;
 - b. Coordination with Indian Tribes with respect to planning and response; and
 - c. To the extent practicable, encourage mutual assistance in cyber and physical response plans.

Task C: Addition of Energy Equity Research in the State (Optional)

In addition to the BIL SESP update requirement, the Infrastructure Investment and Jobs Act Justice 40 Initiative was created to commit to delivering 40% of federal investments to disadvantaged communities. The OEE seeks to have the proposer include a section on energy equity research in the state to assist in determining the use of future federal and state funds.