

# REQUEST FOR PROPOSALS (RFP)

**RFP Number: DEV23OEE01**

The Ohio Department of Development, Office of Energy and Environment, is requesting proposals for:

**Statewide Analysis and Revision of Ohio's State Energy Security Plan**

RFP Issued: December 5, 2022

Inquiry Period Begins: December 5, 2022

Inquiry Period Ends: December 21, 2022 at 8:00 a.m.

Proposals Due: January 9, 2023 by 2:00 p.m.

Submit Proposals via e-mail to:

Andy Shaw, Agency Procurement Officer  
Ohio Department of Development  
Finance Division  
Procurement@development.ohio.gov  
(614) 466-5930

**This RFP consists of 5 parts and 5 attachments, totaling 40 consecutively numbered pages. Please verify that you have a complete copy.**

**Please submit all inquiries about this RFP through the OhioBuys website [here](#). Please refer to part three of this RFP (General Instructions) for instructions on submitting inquiries through the website. All responses to inquiries submitted by proposers will be posted on the website for viewing by all prospective proposers.**



**Department of  
Development**

## **PART ONE: STRUCTURE OF THIS RFP**

### **PARTS**

Part One	Structure of this RFP
Part Two	Services Requested Information
Part Three	General Instructions
Part Four	Evaluation of Proposals
Part Five	Contract Award

### **ATTACHMENTS**

- Appendix 1 – Executive Order 2019-12D and Executive Order 2022-02D
- Governing the Expenditure of Public Funds for Offshore Services
  - State of Ohio's Response to Russia's Unjust War on the County of Ukraine
- Appendix 2 – Standard Affirmation and Disclosure Form, Standard Terms and Conditions
- Standard Affirmation and Disclosure Form must be signed by an authorized official of Proposer's organization and must be included for any proposal to be scored
- Appendix 3 – Development's Standard Agreement for Services
- Development's standard, or boilerplate, personal service contract document, including terms and conditions
  - This sample document is provided only for convenience and the terms and conditions contained therein are subject to change without notice
- Appendix 4 – Department of Energy State Energy Security Plan Framework and Guidance

### **TERMS AND ACRONYMS**

DOE – Department of Energy  
SEP – State Energy Program  
SESP – State Energy Security Plan  
PUCO – Public Utilities Commission of Ohio  
DEVELOPMENT - the Ohio Department of Development  
OEE – Office of Energy and Environment  
CESER – Office of Cybersecurity, Energy Security, and Emergency Response  
IRA – Inflation Reduction Act  
STATE – State of Ohio  
DACs – Disadvantaged Communities

## **PART TWO: SERVICES REQUESTED INFORMATION**

### **PURPOSE**

The Office of Energy and Environment (OEE), within the Ohio Department of Development (Development), seeks consulting and advisory services to evaluate Ohio's State Energy Security Plan (the Work). Section 40108 of the Bipartisan Infrastructure Law (BIL) mandates that State Energy Security Plans (SESP) be strengthened according to six main elements:

Department of Energy (DOE) BIL SESP Requirements:

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.
4. Provide a risk assessment of energy infrastructure and cross-sector interdependencies.
5. Provide a risk mitigation approach to enhance reliability and end-use resilience.
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.

State of Ohio Additional Requirements (Optional)

1. Energy Equity Research in the state.

This RFP provides details on what is required to submit a proposal for the work, how the state will evaluate the proposals, and what will be required of the offeror in performing the work. The term of this contract will extend from the award date until **May 31, 2023**. Project cost may not exceed \$200,000.

### **BACKGROUND**

Development houses OEE within its Community Services Division (CSD). OEE was created in 2021 to assist businesses, manufacturers, nonprofits, schools, and local governments with reducing energy use and improving energy efficiency. OEE works with DOE in annual funding cycles for their State Energy Program (SEP) to aid these entities and lower energy costs.

The Public Utilities Commission of Ohio (PUCO), with the help of Development and other state entities, published [Ohio's Energy Assurance Plan](#) on Nov. 12, 2013. The long-term objectives of this plan were to reduce the negative impact on the economy and on the health and safety of citizens, caused by energy supply disruptions. The short-term objectives were to create jobs at the state level and to have an energy assurance and resiliency plan that could be relied upon during emergencies and supply disruptions. This plan was completed to meet one of the five high-deliverable requirements associated with American Recovery and Reinvestment Act funds.

An updated and finalized SESP is required by DOE by the end of Federal Fiscal Year 2023 and will be required for the state to receive funding for future SEP program years. DOE, with the Office of

Cybersecurity, Energy Security, and Emergency Response (CESER) has released “drop-in” information that may be used in specific sections. Click [here](#) to view.

## **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.

### **FEE STRUCTURE**

For purposes of this RFP, provide pricing for services and deliverables. This should be a fixed fee with a not to exceed pricing model for all services payable at the completion of each task above.

### **PART THREE: GENERAL INSTRUCTIONS**

The following sections provide a calendar of events, details on how to respond to this RFP and how to get more information about this RFP. All responses must be complete and in the prescribed format.

#### **ONLINE INFORMATION**

The schedule for this RFP is given below and is subject to change. Development may change this schedule at any time. If Development changes the schedule before the proposal due date, it will do so through an additional round on the OhioBuys website for this RFP at the following link: [https://ohiobuys.ohio.gov/page.aspx/en/rfp/request\\_browse\\_public](https://ohiobuys.ohio.gov/page.aspx/en/rfp/request_browse_public).

It is each prospective proposer's responsibility to check the OhioBuys website Q&A area for this RFP for current information and the calendar of events scheduled through award of any contract.

Other than by adherence to the RFP inquiry process, set forth below, no contact related to this RFP shall be made with Development until a contract award is announced. Notwithstanding this prohibition, Development, at its sole discretion, may request additional information as part of the review process outlined below.

#### **Firm Dates**

RFP Issued: December 5, 2022  
Inquiry Period Begins: December 5, 2022  
Inquiry Period Ends: December 21, 2022 at 8:00 a.m.  
Proposals Due: January 9, 2023 by 2:00 p.m.

#### **Estimated Dates**

Contract Award Notification: approx. February 2023  
Issuance of Purchase Order: To be determined

## **PROPOSAL SUBMITTAL**

Proposals must be submitted in the following manner:

- Proposals must be submitted via e-mail to [Procurement@development.ohio.gov](mailto:Procurement@development.ohio.gov) by January 9, 2023 by 2:00 pm.
- Margins must not be less than  $\frac{3}{4}$  of an inch on all sides.
- Font must be 10 point or larger with no more than six lines of text per inch.
- All pages must be numbered consecutively using the format "Page [#] of [total number of pages]" (e.g., Page 2 of 20).

Proposers are advised there will be no opportunity to correct mistakes or deficiencies in their submitted materials after the proposal due date. Proposals that are incomplete or otherwise missing required information may not be evaluated.

It is the proposer's responsibility to ensure timely submission of a complete proposal. Late proposals will not be scored. Development is under no obligation to consider a proposal which is received after the proposal due date or that is incomplete. Proposals not submitted in the format requested will not be scored.

No supplementary or revised materials will be accepted after the proposal due date unless specifically requested by Development.

All costs incurred in the preparation of the proposal shall be borne by the proposer alone, and Development shall not contribute, in any way, to the cost of the preparation of the proposal.

All documents developed by the proposer during the course of this project will be provided to Development upon request and will become the property of Development, and the proposer shall not assert any claims arising under copyright or otherwise inconsistent with the transfer of ownership of such documents.

All information submitted in response to this RFP shall be a public record unless a statutory exception exists that would protect the information from release to the public. Any information submitted with the proposal which the proposer reasonably believes to be a trade secret, as that term is defined in Section 1333.61 of the Ohio Revised Code, may be designated as such by marking the information as follows: the phrase "trade secret," marked with two asterisks on each side, must be placed at the beginning and end of the trade secret information (example: **\*\* TRADE SECRET \*\***). In addition, the trade secret information shall be underlined. Information determined to be a trade secret under the laws of the State of Ohio may be protected as trade secrets by Development in accordance with Ohio law.

Development reserves the right to:

- Accept or reject any and all proposals and/or bids if Development determines it is in the best interests of the state to do so.
- Rebid this RFP, requesting new Proposals from qualified firms.
- Waive or modify minor irregularities in proposals received.
- Negotiate with proposer(s), within the requirements of this RFP, to best serve the interests of the State of Ohio.
- Require the submission of modifications or additions to proposals as a condition of further

- participation in the selection process.
- Fund any proposal in full or in part; any assignments of work by Development under the scope of this RFP will be made dependent on need and the availability of adequate, specific funding.
- Not make an award at the end of the evaluation process; this RFP is not to be interpreted or construed to guarantee that one or more proposers submitting responses will be awarded contracts.
- Adjust the RFP Calendar of Event dates for whatever reason it deems appropriate.
- Contact proposer to clarify any portion of the proposer's submittal.

If, during the review process, Development determines it is necessary to make further distinctions between certain proposers, Development may request certain selected proposers to make a presentation to staff and reviewers.

In accordance with federal and state statutes and Development policy, no person shall be excluded from participation or subject to discrimination in the RFP process on the basis of race, color, age, sex, national origin, military status, religion, or disability.

## **INQUIRIES**

From the issuance date of this RFP, until a contract is awarded to a proposer, there may not be communications concerning the RFP between any supplier who expects to submit a proposal and any employee of Development involved in the issuing of the RFP. The only exception is provided through the submission of written requests for clarification/interpretation via the OhioBuys website during the inquiry period.

Every bidder or supplier contact must have an OH|ID to access OhioBuys and submit inquiries. An OH|ID is a secure single sign-on that provides users access to online services for multiple State of Ohio systems. The following rules dictate how bidders and suppliers use OH|IDs to access OhioBuys:

- A valid OH|ID logon credential is required for each bidder or supplier contact.
- Each user must provide a valid email address and password to request and create an OH|ID.
- The email address used to create your OH|ID must match the email address associated with your Supplier contact record in OhioBuys.

To access OhioBuys, navigate to [https://ohiobuys.ohio.gov/page.aspx/en/rfp/request\\_browse\\_public](https://ohiobuys.ohio.gov/page.aspx/en/rfp/request_browse_public) and then click on the login button to be redirected to the supplier portal OH|ID security box. In the box, choose to either create an account and obtain your OH|ID or input your OH|ID and password to be returned to OhioBuys.

Prospective proposers may make inquiries or seek clarifications regarding this RFP any time during the inquiry period listed in the RFP Calendar of Events. To make an inquiry, prospective proposers must use the following process:

1. Access the OhioBuys website at <https://supplier-emarketplace.ohio.gov/> and log in.
2. From the main menu navigation bar at the top, select "Sourcing" and then select "View Public Solicitations" from the drop-down menu.



3. On this page, you can search for the RFP by multiple fields including the solicitation ID, which is found on Page 1 of this document as the "Solicitation Number."
4. Click the blue "Search" button.
5. Once you find the solicitation you would like to review, click the pencil icon next to the solicitation name.
6. If you have not previously viewed this solicitation, review the details across the various tabs and then click the "Participate in RFx" button at the top.
7. On the left side menu, navigate to the "Inquiries" tab.
8. The complete inquiry history for the solicitations will be displayed. To compose a new inquiry, click the "Compose" button.
9. Complete all the required fields. The fields marked by a red asterisk (\*) are required. Once done, click the "Send" button to send the inquiry to the state.

Prospective Proposers submitting inquiries will receive an immediate acknowledgement by e-mail that their inquiry has been received. **The prospective Proposer who submitted the inquiry will not receive an e-mail response to the question but will need to view the response on the OhioBuys website where it will be posted for viewing by all prospective Proposers.**

**Development will try to respond to all properly posed inquiries within 48 hours, excluding weekends and state holidays. Development will not respond to any inquiries received after 8 a.m. on December 21, 2022.** Prospective proposers who attempt to seek information or clarifications verbally will be directed to reduce their questions to writing in accordance with the terms of this RFP and state purchasing policy. No other form of communication is acceptable, and use of any other form of communication or any attempt to communicate with Development staff or any other agency of the State to discuss this RFP may result in the proposer being deemed ineligible.

## **PART FOUR: EVALUATION OF PROPOSALS**

### **EVALUATION PROCESS**

Development's evaluation process of responses submitted to this request may consist of up to four distinct phases:

1. Development's initial review of all proposals for timely submission;
2. An evaluation committee review of the proposals for defects and scoring;
3. Development's request for more information (clarifications, interviews, presentations, and/or demonstrations); and,
4. Negotiations or best offer requests.

At its sole discretion, Development will determine whether phases three and/or four are necessary under this RFP, reserving for itself the ability to eliminate or add phases three or four at any time during the evaluation process. Development may add or remove sub-phases to phases two through four at any time if Development believes doing so will improve the evaluation process.

Development will apply Veteran Friendly Business Enterprise preference as required by ORC 9.318 and OAC 123:5-1-16.

If the Offeror qualifies as a Veteran Friendly Business Enterprise as defined by ORC 9.318 and OAC 123:5-1-01 (KK), the offeror shall certify in the proposal the following:

*(Insert Company name) affirms that they are certified as a Veteran Friendly Business Enterprise as defined by Ohio Revised Code 9.318 and Ohio Administrative Code 123:5-1-01 (KK).*

### **TECHNICAL PROPOSAL EVALUATION CRITERIA**

In the proposal evaluation phase, Development staff or reviewers selected by Development (the committee) will rate the proposals submitted in response to this RFP based on the following criteria and weight assigned to each criterion.

<b>Evaluation Criteria</b>	<b>Weight</b>	<b>Scoring Rubric</b>
<p>Provide a detailed staffing plan which demonstrates the offeror's ability to provide adequate staff with necessary skills to complete the work plan.</p> <p>Submit personnel profiles for each key member of the work team which include candidate's education, training, qualifications, and proposed work assignment.</p>	30	<p>1 = Below 3=Meets 5 = Exceeds</p>
<p>Bidder has clearly explained how it will accomplish this project (work plan) by providing a description of how all the requirements specific to this project will be implemented as required by the scope of work.</p> <p>At a minimum, the work plan must include details for:</p> <ol style="list-style-type: none"> <li>1. Updating Ohio's current SESP</li> <li>2. Developing missing sections of Ohio's SESP</li> <li>3. Optional: developing equity section of Ohio's SESP</li> </ol> <p>The work plan shall also include a timeline, proposed milestones, and a clear budget breakdown. Budget may not exceed \$200,000.</p>	50	<p>1 = Only meets some of the basic requirements 2 = Meets Basic Requirements but limited in one or more areas 3 = Meets Basic Requirements 4 = Meets Requirements and exceeds brand integration 5 = Exceeds requirements, brand integration and demonstrates innovation</p>
<p>Bidder addresses how it will manage the process to have each entry fact-checked by the provider before the listing is published.</p>	15	<p>1 = Below 3=Meets 5 = Exceeds</p>
<p>Bidder is an Ohio-based company</p>	5	<p>5 – Ohio-based 0 – If not</p>
<b>Total:</b>	<b>100 points Maximum</b>	

The evaluation committee will rank the proposals by multiplying the score received in each category by its assigned weight and adding all categories together for the proposal total score. The scoring values shown, 0 through 5, are targets for each category. The actual number values awarded may be higher or lower (not lower than 0 or higher than 5) based on the evaluation committee's determination.

## **PART FIVE: CONTRACT AWARD**

### **CONTRACT AWARD PROCESS**

It is Development's intention to award one or more contracts under the scope of this RFP and as based on the RFP Calendar of Events schedule, so long as Development determines doing so is in the state's best interests and Development has not otherwise changed the award date.

Any award decision by Development under this RFP is final. After Development makes its decision under this RFP, all proposers will be notified (in writing or by phone, at Development's discretion) of the final evaluation and determination as to their proposals.

Development will issue a notice of contract award to the selected proposer(s) and finalized contract terms and conditions will be forwarded for signature. Once the executed copies of the contract are submitted by the proposer(s), and pending any further approvals that may be required (e.g., State Controlling Board), Development will fully execute the contract.

Once the contract is fully executed, Development will issue to the proposer(s) one copy of the signed instrument for its/their files.

Unless otherwise negotiated and included in the executed contract/scope of work, the selected vendor(s) shall be bound by all outlined services, policies and procedures as contained in the vendor's submitted and evaluated proposal.

### **NUMBER OF AWARDS**

Development anticipates making at least one award depending on programs' needs and the fit of the proposer(s) to the scope of this RFP.

### **FUNDING APPROVAL THRESHOLD**

In the event contractual expenditures with the selected proposer(s) will exceed \$50,000 in spending under any contract that results from this RFP, or that otherwise exceed \$50,000 in aggregate spending across all contracts between the Proposer and Development, the contract will be subject to the approval of the State of Ohio Controlling Board.

# **Appendix 1:**

## **Executive Order 2019-12D & Executive Order 2022-02D**

*Governing the Expenditure of Public Funds for Offshore Services  
and  
State of Ohio's Response to Russia's Unjust War on the Country of Ukraine*

**No Contract Funds May be Spent Offshore**

Executive Order 2019-12D “Governing the Expenditure of Public Funds for Offshore Services” prohibits the use of any public funds within the control of an executive agency to purchase services which will be performed outside of the United States.

Executive Order 2022-02D “State of Ohio’s Response to Russia’s Unjust War on the Country of Ukraine” prohibits purchases from or investment in a Russian institution of company. This order shall be read in conjunction with Executive Order 2019-12D”

To be considered by the Ohio Department of Development, a bid response must be accompanied by an Affirmation and Disclosure in the forms attached to this RFP and a signed Standard Terms and Conditions Form (Appendix 2). All forms must be signed at the end by an authorized representative of the proposer. Any bid response received that does not include a completed, signed copy of this form will be immediately disqualified.



**MIKE DEWINE**

GOVERNOR  
STATE OF OHIO

**Executive Order 2019-12D**

Governing the Expenditure of Public Funds for Offshore Services

**WHEREAS**, the retention and creation of jobs in the State of Ohio is fundamental to the future prosperity of all Ohioans: and

**WHEREAS**, the use of public funds for services provided outside the United States potentially undermines economic development; and

**WHEREAS**, it shall be the policy of my Administration to prohibit the expenditure of public funds for services provided outside the United States;

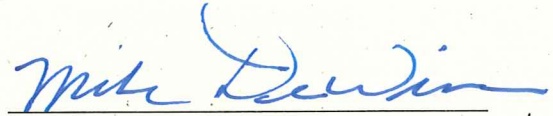
**NOW THEREFORE**, I, Mike DeWine, Governor of the State of Ohio, by virtue of the authority vested in me by the Constitution and laws of this State do hereby order and direct that:

1. No State Cabinet Agency, Board or Commission ("Executive Agency") shall enter into any contract which uses any funds within its control to purchase services which will be provided outside the United States. This Executive Order applies to all purchases of services made directly by an Executive Agency and services provided by subcontractors of those providing services purchased by an Executive Agency.
2. This Executive Order will be personally provided, by the Director, Chair or other chief executive official of each Executive Agency, to the Chief Procurement Officer or other individual at that entity responsible for contracts for services.
3. The Department of Administrative Services, through Ohio's Chief Procurement Officer, shall continue to maintain procedures to ensure all of the following:
  - a. All agency procurement officers (APOs), or the person with equivalent duties at each Executive Agency, have standard language in all Executive Agency contracts which:
    - i. Reflect this Order's prohibition on the purchase of offshore services.
    - ii. Require service providers or prospective service providers to:
      1. Affirm that they understand and will abide by the requirements of this Order.
      2. Disclose the location(s) where all services will be performed by any contractor or subcontractor.



3. Disclose the location(s) where any State data associated with any of the services they are providing, or seek to provide, will be accessed, tested, maintained, backed-up or stored.
  4. Disclose any shift in the location of any services being provided by the contractor or any subcontractor.
  5. Disclose the principal location of business for the contractor and all subcontractors who are supplying services to the State under the proposed contracts
- b. All APOs confirm that all quotations, statements of work, and other such proposals for services affirm this Order's prohibition on the purchase of offshore services and include all of this Order's disclosure requirements.
    - i. Any such proposal for services lacking the affirmation and disclosure requirements of the Order will not be considered.
    - ii. Any such proposal where the performance of services is proposed to be provided at a location outside the United States by the contractor or any subcontractor will not be considered.
  - c. All procurement manuals, directives, policies, and procedures reflect the requirements of this Order.
  - d. All APOs have adequate training which addresses the terms of this Order.
4. Nothing in this Order is intended to contradict any State or federal law. In addition, this Order does not apply to:
- a. Services necessary to support the efforts to attract jobs and business to Ohio;
  - b. Academic, instructional, educational, research or other services necessary to support the international missions of Ohio's public colleges and universities; or
  - c. Situations in which the Director of the Department of Administrative Services, or the Director's designee, shall determine that it is an emergency or that it is necessary for the State to waive some or all of the requirements of this Order. The Director shall establish standards by which Executive Agencies may request a waiver of some or all of the requirements of this Order and by which such requests will be evaluated and may be granted.

I signed this Executive Order on March 4, 2019 in Columbus, Ohio and it will expire ten (10) calendar days after my last day as Governor of Ohio unless rescinded before then.



Mike DeWine, Governor

ATTEST:

Frank LaRose, Secretary of State





**MIKE DEWINE**  
GOVERNOR  
STATE OF OHIO

**Executive Order 2022-02D**

State of Ohio's Response to Russia's Unjust War on the Country of Ukraine

**WHEREAS**, under President Vladimir Putin, the Russian forces are waging a war against the Ukrainian people, indiscriminately killing innocent civilians, destroying homes and communities, and creating a refugee crisis in Europe; and

**WHEREAS**, the Ukrainian people, under the leadership of President Volodymyr Zelenskyy, have shown enormous resolve and incredible courage in the face of this attack by Russia; and

**WHEREAS**, the State of Ohio is home to approximately 80,000 Ukrainians, both immigrants and their descendants – many of whom still have family in Ukraine; and

**WHEREAS**, the State of Ohio and Ukraine share common values including freedom, democracy, and the rule of law; and

**WHEREAS**, the State of Ohio stands firmly with Ukraine and strongly condemns Russia's actions; and

**WHEREAS**, the State of Ohio supports the federal sanctions imposed against Russia in response to its senseless attack on the Ukrainian people; and

**WHEREAS**, the State of Ohio will not permit its own investment or purchasing activity to aid Russia in violation of the rights of the Ukrainian people; and

**WHEREAS**, the State of Ohio supports the domestic production of technology and energy, which are essential to the United States' national security, so that freedom is not threatened by hostile foreign actors, and the State of Ohio encourages the federal government to do the same.

**NOW THEREFORE**, I, Mike DeWine, Governor of the State of Ohio, by virtue of the authority vested in me by the Constitution and laws of this State do hereby order and direct that:


- All State agencies, boards and commissions, state educational institutions, and pension funds, to the extent practicable:

1. Divest their money in assets from any investment in any Russian institution or company and to refrain from making any investments in such institutions or companies in the future; and
  2. To terminate any contracts with a Russian institution or company and to refrain from entering into any new contracts with such institutions or companies in the future.
- The Department of Administrative Services, through Ohio's Chief Procurement Officer, shall ensure all of the following:
    1. All agency procurement officers (APOs), or the person with equivalent duties at each executive agency, board, or commission shall have standard language in all contracts, to the extent practicable, which:
      - i. Reflect this Order's prohibition on the purchases of services from or investments in Russian institutions or companies.
      - ii. Require service providers or prospective service providers to:
        - a. Affirm that they understand and will abide by the requirements of this Order; and
        - b. Disclose the principal location of business for the contractor and all subcontractors who are supplying services to the State under the proposed contracts.
    2. All APOs confirm that all quotations, statements of work, and other such proposals for services affirm this Order's prohibition on the purchase of Russian institutions or companies' services and include all of this Order's disclosure requirements.
      - i. Any such proposal for services lacking the affirmation and disclosure requirements of the Order will not be considered.
      - ii. Any such proposal for purchases of services from or investments in Russian institutions or companies will not be considered.
    3. All procurement manuals, directives, policies, and procedures reflect the requirements of this Order.
    4. All APOs have adequate training which addresses the terms of this Order.
    5. For purposes of this Order, "Company" means a sole proprietorship, partnership, corporation, national association, société anonyme, limited liability company, limited partnership, limited liability partnership, joint venture, or other business organization, including their subsidiaries and affiliates, that operates to earn a profit.

Nothing in this Order is intended to contradict any State or federal law.

This order shall be read in conjunction with Executive Order 2019-12D "Governing the Expenditure of Public Funds for Offshore Services" which already largely prohibits the contracting and purchasing of services from overseas sources including subcontractors.

I signed this Executive Order on March 3, 2022, in Columbus, Ohio, and it shall remain in effect unless rescinded or modified by a future Executive Order of the Governor.

  
Mike DeWine, Governor

ATTEST:

\_\_\_\_\_  
Frank LaRose, Secretary of State



# **Appendix 2:**

## **Standard Affirmation and Disclosure Form and Standard Terms and Conditions**

*The Standard Affirmation and Disclosure Form must be filled out and returned with a bid response in order for it to be eligible for scoring.*

STANDARD AFFIRMATION AND DISCLOSURE FORM

EXECUTIVE ORDER 2019-12D cpf "4244/24F

Governing the Expenditure of Public Funds on Offshore Services ( "Ucvg"qh"Qj kq)u" Tgur qpug"vq"Twuukc)u"  
Wplwuv"Y ct"qp"y g'Eqwpt{ "qh"Whtckpg

All of the following provisions must be included in all invitations to bid, requests for proposals, state term schedules, multiple award contracts, requests for quotations, informal quotations, and statements of work. This information is to be submitted as part of the response to any of the procurement methods listed.

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By the signature affixed hereto, the Contractor affirms, understands and will abide by the requirements of Executive Order 2019-12D" cpf" Gzgewkxg" Qtf gt" 4244/24F. If awarded a contract, both the Contractor and any of its subcontractors shall perform no services requested under this Contract outside of the United States"qt"o cng"any purchase from or investment in any Russian institution or company.

The Contractor shall provide all the name(s) and location(s) where services under this Contract will be performed in the spaces provided below or by attachment. Failure to provide this information may subject the Contractor to sanctions. If the Contractor will not be using subcontractors, indicate "Not Applicable" in the appropriate spaces.

1." Principal location of business of Contractor:

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(City, State, Zip)

Name/Principal location of business of subcontractor(s):

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address, City, State, Zip)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address, City, State, Zip)

2. Location where services will be performed by Contractor:

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(City, State, Zip)

Name/Location where services will be performed by subcontractor(s):

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address, City, State, Zip)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address, City, State, Zip)



3. Location where state data will be stored, accessed, tested, maintained or backed-up, by Contractor:

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Address, City, State, Zip)

Name/Location(s) where state data will be stored, accessed, tested, maintained or backed-up by subcontractor(s):

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address, City, State, Zip)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address, City, State, Zip)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address, City, State, Zip)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address, City, State, Zip)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address, City, State, Zip)

Contractor also affirms, understands and agrees that Contractor and its subcontractors are under a duty to disclose to the State any change or shift in location of services performed by Contractor or its subcontractors before, during and after execution of any Contract with the State. Contractor agrees it shall so notify the State immediately of any such change or shift in location of its services. The State has the right to immediately terminate the contract, unless a duly signed waiver from the State has been attained by the Contractor to perform the services outside the United States.

On behalf of the Contractor, I acknowledge that I am duly authorized to execute this Affirmation and Disclosure form and have read and understand that this form is a part of any Contract that Contractor may enter into with the State and is incorporated therein.

By: \_\_\_\_\_  
Contractor

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



STANDARD TERMS AND CONDITIONS  
EXECUTIVE ORDER 2019-12D and 2022-02D  
Governing the Expenditure of Public Funds on Offshore  
Services & State of Ohio's Response to Russia's Unjust War on  
the County of Ukraine

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The Contractor affirms to have read and understands Executive Order 2019-12D and 2022-02D and shall abide by those requirements in the performance of this Contract. Notwithstanding any other terms of this Contract, the State reserves the right to recover any funds paid for services the Contractor performs outside of the United States for which it did not receive a waiver. The State does not waive any other rights and remedies provided the State in this Contract.

# **Appendix 3:**

## **Ohio Department of Development Standard Agreement for Services**

*This sample document is provided only for convenience and the terms and conditions contained herein are subject to change without notice.*

## AGREEMENT FOR SERVICES

This Agreement for Services (“**Agreement**”) is made and entered into between the **State of Ohio, Department of Development** (“**Sponsor**”), and \_\_\_\_\_ (“**Contractor**”). This Agreement shall have Department of Development Agreement Control Number of \_\_\_\_\_.

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.

3. Term and Location of Performance.

(a) Term. This Agreement shall be binding upon both parties, and the work described in this Agreement shall commence on \_\_\_\_\_ and all activities under this Agreement shall be completed not later than \_\_\_\_\_, 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.

(b) Change of Performance Location. Contractor also affirms, understands, and agrees to immediately notify Sponsor of any change or shift in the location(s) of services performed by Contractor or its subcontractors under this Agreement, and no services shall be changed or shifted to a location(s) outside of the United States.

4. Compensation. In consideration of the promises of Contractor herein, Sponsor agrees to pay Contractor at the rates set forth in Exhibit I 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 \_\_\_\_\_ (\$\_\_\_\_\_.00).

5. Proper Invoicing Method. Contractor shall be required to submit proper invoices that are itemized and show all of the following:

- (a) Performance of the service described in Exhibit I;
- (b) Date or dates of the rendering of the service;
- (c) An itemization of the things or service done, the material supplied or the labor furnished; and
- (d) The sum due pursuant to that invoice in relation to the total compensation owed under the Agreement.

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 shall delay payment to Contractor under this Agreement.

6. Contractor's Expenses. Contractor shall solely be responsible for all office, business, and personnel expenses associated with the performance of this Agreement.

7. Permissible Expenses. If "travel expenses," as defined in Ohio Administrative Code Section 126-1-02, are a cost of the Project eligible for reimbursement, Contractor shall be reimbursed for those permissible travel expenses in amounts in accordance with Ohio Administrative Code Section 126-1-02, as updated from time to time (the "Expense Rule") and Contractor agrees that it shall not be reimbursed and Sponsor shall not pay any items that are deemed to be "non-reimbursable travel expenses" under the Expense Rule, whether purchased by the Contractor or Sponsor or their respective employees or agents.

8. Termination.

(a) General. Sponsor may terminate this Agreement upon thirty (30) days written notice to Contractor if Sponsor determines that the product or services to be provided as further described in Exhibit I is inadequate for the intended use or cannot be feasibly adapted for the intended use. In addition, either Sponsor or Contractor may terminate this Agreement for just cause upon thirty (30) days written notice to the other party. 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 be required to furnish a report setting forth the status of all activities under the 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.

9. Records Maintenance and Access.

(a) 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, job creation and retention statistics, 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.

(b) 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 9(b) from Contractor's other records of operation.

10. 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.

11. 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.

12. Indemnification. Contractor agrees to indemnify and to hold the Sponsor and 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 Project 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 the Sponsor and the State of Ohio against any claims. Notwithstanding the foregoing, Contractor's obligation to indemnify and hold Sponsor and the State of Ohio harmless shall be limited to actions and omissions which constitute gross negligence or violations of law and in no event shall the aggregate liability of the Contractor to the Sponsor or the State of Ohio for indemnification under this Agreement exceed the amount of compensation paid to the Contractor hereunder.

14. Drug-Free Workplace Compliance. In the event that work performed pursuant to the terms of this Agreement will be done while 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.

15. Adherence to State and Federal Laws, Regulations.

(a) General. Contractor agrees to comply with all applicable federal, state, and local laws related to the Contractor's performance of the obligations of this Agreement. The 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. Grantee, by its signature on this document, certifies: (1) it has reviewed and understands the Ohio ethics and conflict of interest laws including, without limitation, Ohio Revised Code §§ 102.01 *et seq.*, §§ 2921.01, 2921.42, 2921.421 and 2921.43, and §§ 3517.13(I) and (J), and (2) will take no action inconsistent with those laws, as any of them may be amended or supplemented from time to time. Grantee 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 or to his campaign committees.

16. Unresolved Findings. Contractor warrants that it is not subject to an unresolved finding for recovery under O.R.C. 9.24. If this warranty is deemed to be false, this Agreement is void *ab initio* and the

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

17. 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  
Office of  
P.O. Box 1001  
Columbus, Ohio 43216-1001  
Attention:  
Fax No.:

With a copy to Chief Legal Counsel, Ohio Department of Development

In case of Contractor, to:

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

j) 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:

\_\_\_\_\_

SPONSOR:

**State of Ohio  
Department of Development**

Lydia Mihalik  
Director  
Department of Development

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Exhibit I**  
**Scope of Work**

Scope of Work

Dates of Service

Budget



# **Appendix 4:**

## **Department of Energy State Energy Security Plan Framework and Guidance**



## STATE ENERGY SECURITY PLAN GUIDANCE

The energy sector is uniquely critical as all other critical infrastructure sectors depend on power and/or fuel to operate. An impact on critical energy infrastructure can directly affect the security and resilience within and across other critical infrastructure sectors – threatening public safety, the economy, and national security.

**Energy Security Planning** ensures a **reliable** and **resilient** supply of energy through efforts to **identify, assess, and mitigate risks** to energy infrastructure and to **plan for, respond to and recover** from events that disrupt energy supply. Our nation's energy infrastructure and delivery systems are vulnerable to a variety of threats and hazards, including severe weather (exacerbated by climate change), cyberattacks, system failures, pandemics, and deliberate physical attacks. Because most of the nation's critical infrastructure is owned and operated by private companies, both the government and private sector have a mutual incentive to reduce the risk of disruptions to critical infrastructure. It is the responsibility of state and local officials to work with energy providers, across government agencies and with relevant stakeholders to reduce the risk, vulnerabilities, and consequences of an energy disruption or emergency and provide for rapid recovery.

State energy security plans (SESP) are an essential part of energy security planning. SESP describe the state's energy landscape, people, processes, and the state's strategy to build energy resilience. More specifically, the plans detail how a state, working with energy partners, can secure their energy infrastructure against all physical and cybersecurity threats; mitigate the risk of energy supply disruptions to the State; enhance the response to, and recovery from, energy disruptions; and ensure that the state has secure, reliable, and resilient energy infrastructure.

The purpose of this guidance is to provide clarity and detail on the six elements outlined in Section 40108 of the bipartisan *Infrastructure Investment and Jobs Act* (IIJA) hereafter referred to as the "BIL." The U.S. Department of Energy's (DOE) goal is to support states and provide additional clarification beyond the text of the BIL.

The guidance below is the DOE's interpretation of how the six elements could be met – it is not exhaustive. Other methods for meeting the six elements are also acceptable. The example plan layout below provides a logical flow of information, organizing the six elements into practical sections that reduce redundancies. DOE understands that states are working from existing energy security plans and that each of those plans is different. DOE anticipates that states will use different approaches to address the six elements described in the BIL. States do not have to follow this exact format or flow listed below. This is intended to provide examples and to serve as a reference only.

The guidance also references [drop-in resources](#) from the Office of Cybersecurity, Energy Security and Emergency Response (CESER) that will be available in early May 2022. Use of these resources is optional. States can use part or the full "drop-in" and customize for their state needs. These resources are intended to assist states in satisfying the elements outlined in the BIL.



**BIL 40108 Provision Excerpt:**

FINANCIAL ASSISTANCE FOR STATE ENERGY SECURITY PLANS. —Federal financial assistance made available to a State under this part may be used for the development, implementation, review, and revision of a State energy security plan that—

- 1) assesses the existing circumstances in the State; and
- 2) proposes methods to strengthen the ability of the State, in consultation with owners and operators of energy infrastructure in the State
  - a. to **secure** the energy infrastructure of the State against all physical and cybersecurity threats;
  - b. to **mitigate** the **risk** of energy supply disruptions to the State; and to **enhance the response** to, and **recovery** from, energy disruptions; and
  - c. to ensure that the State has **reliable**, secure, and resilient energy infrastructure.

**Contents of Plan.** --A State energy security plan shall--

- (1) address all energy sources and regulated and unregulated energy providers;
- (2) provide a State energy profile, including an assessment of energy production, transmission, distribution, and end-use;
- (3) address potential hazards to each energy sector or system, including--
  - physical threats and vulnerabilities; and ``
  - cybersecurity threats and vulnerabilities; ``
- (4) provide a risk assessment of energy infrastructure and cross-sector interdependencies;
- (5) provide a risk mitigation approach to enhance reliability and end-use resilience; and
- (6) address
  - multi-State and regional coordination, planning, and response; and
  - coordination with Indian Tribes with respect to planning and response; and
  - to the extent practicable, encourage mutual assistance in cyber and physical response plans.



## STATE ENERGY SECURITY PLAN FRAMEWORK

SECTION	DESCRIPTION	Relative BIL Section (Elements 1-6)
1. Intro / Navigation	<ul style="list-style-type: none"><li>Describes purpose of each section</li></ul>	
2. Energy Landscape and Risk Profiles	<p><b>State Energy Profile:</b> Provide baseline data, maps, and other information on state markets and infrastructure for all energy sources (electricity, liquid fuels, and natural gas), including:</p> <ul style="list-style-type: none"><li><b>Production</b> – in-state energy production, including electricity generation by fuel and oil and gas upstream production and refining/processing</li><li><b>Transmission</b> - interstate energy transfers and imports, including information on major pipelines, transmission lines, and marine and rail infrastructure</li><li><b>Distribution</b> – overview of energy providers in the state, including electric utilities, natural gas local distribution companies, and liquid fuels terminal operators and fuel distributors</li><li><b>End-Use</b>- energy demands, including information on seasonal and intraday variability, demands by sector, and any state-specific fuel specifications</li></ul> <p>As appropriate, the profile should include discussion of wider interstate and regional energy markets.</p>	<p><b>1</b> address all energy sources and regulated and unregulated energy providers;</p> <p><b>2</b> provide a State energy profile, including an assessment of energy production, transmission, distribution, and end-use;</p>
	<p><b>Threats/Vulnerabilities:</b> Provide information on threats and vulnerabilities to state or regional energy sectors or systems.</p> <ul style="list-style-type: none"><li><u>Threat</u> information includes anything that can expose a vulnerability and damage, destroy, or disrupt energy systems, including natural, technological, manmade/physical, and cybersecurity hazards.</li><li><u>Vulnerabilities</u> are weaknesses within infrastructure, processes, and systems, or the degree of susceptibility to various threats. Vulnerabilities may be specific to the threat, energy type, and infrastructure component.</li></ul> <p>Information for this section can be drawn from several sources, including DOE state risk profiles, state hazard mitigation plans, state integrated resource plans, utility emergency plans, and after-action reports for previous incidents, and discussions with energy system operators and other stakeholders.</p>	<p><b>3</b> address potential hazards to each energy sector or system, including—</p> <ul style="list-style-type: none"><li>a. physical threats and vulnerabilities; and</li><li>b. cybersecurity threats and vulnerabilities;</li></ul>
	<p>Assessing risk to energy infrastructure is a complex, ever evolving, and continuous process with many different stakeholders and systems. Knowing how susceptible an energy asset is to a disruption (natural or man-made) allows decision makers to focus resources on better protecting the most vulnerable assets.</p> <p><b>Assessment:</b> Conduct risk assessments and analyze cross-sector interdependencies for energy infrastructure assets within the state.</p>	<p><b>4</b> provide a risk assessment of energy infrastructure and cross-sector interdependencies;</p>



	<ul style="list-style-type: none"> <li>• <b>Risk Assessment of Energy Infrastructure:</b> Risk is defined as the potential for loss, damage, or destruction of key resources or energy system assets resulting from exposure to a threat. Risk assessments consider the consequence of an asset's loss, the vulnerability of an asset to specific threats, and the likelihood that an asset will be exposed to a specific threat. Certain energy infrastructure assets may be especially important to ensuring energy infrastructure continuity. Being able to identify the assets that are most critical to the infrastructure or that provide significant support to other critical infrastructure systems helps to determine overall risk and prioritize mitigation strategies more effectively. <i>(Risk assessments may help inform prioritization of 40101 funds)</i> <u>Cross-Sector Interdependencies:</u> consider interdependencies between the energy sector and other sectors and between different energy sub-sectors (electricity, liquid fuels, and natural gas). Understanding the interconnected nature of energy infrastructure and the interdependencies can identify the possible cascading impacts of a disruption.</li> </ul>	
<b>3. Energy Security and Emergency Response Authorities</b>	a) Provide relevant authorities, doctrines, and guiding statutes for energy security and emergency response activities, including federal, state, and local government authorities and emergency response structures.	<b>1</b> assesses the existing circumstances in the State
<b>4. Energy Security Planning &amp; Preparedness</b>	a) Document State Energy Office roles and responsibilities, which may include monitoring energy markets, mutual assistance work, holding/ participating in staff training & exercises, engaging with stakeholders, updating the energy security plan, completing after-action reports, and undergoing continuous improvement b) Roles of Other State Entities c) Describe Tribal Coordination d) Describe coordination, planning and response activities with neighboring states and the region. Include city and county coordination as appropriate.	<b>6 a)</b> address <ol style="list-style-type: none"> <li>multi-State and regional coordination, planning, and response; and</li> <li>coordination with Indian Tribes with respect to planning and response;</li> <li>encourage mutual assistance in cyber and physical response plans.</li> </ol>
<b>5. Energy Emergency Response</b>	Describe response actions /authorities for energy emergencies, including power outages/electricity shortages, liquid fuels shortages, and natural gas shortages. Components may include: <ol style="list-style-type: none"> <li>Response Cycle Overview</li> <li>Information Gathering/Situational Awareness</li> <li>Event Consequence Assessment</li> <li>Response Actions</li> </ol>	<b>6, 2b</b> ... mitigate the risk of energy supply disruptions to the State; and to enhance the response to, and recovery from, energy disruptions;
<b>6. Energy Resiliency &amp; Hazard Mitigation</b>	a) Mitigation approach: provide a strategy for reducing the potential consequences of energy disruptions. The mitigation strategy should describe how energy sector stakeholders will accomplish the goals of strengthening energy sector reliability, enhancing energy supply resilience for end-users, and securing critical energy infrastructure. The approach to prioritize funding and implementation should leverage a risk assessment if feasible. Specific projects and activities can be mentioned. b) <i>Link to 40101 (optional)</i>	<b>5</b> provide a risk mitigation approach to enhance reliability and end-use resilience; and other entities responsible for— <ol style="list-style-type: none"> <li>maintaining fuel or electric reliability; and</li> <li>securing energy infrastructure.</li> </ol>
<b>7. Appendix</b>		



## STATE ENERGY SECURITY PLAN (SESP) DETAILED FRAMEWORK

### 1) INTRO/NAVIGATION

### 2) ENERGY & RISK PROFILES (1, 2, 3, 4)

- a) **State Energy Profile:** Overview of energy supply, demand, import/export, and infrastructure. Includes EIA data, maps, and lists of key infrastructure and service providers. For all energy types: Electricity (includes: coal, nuclear, and renewable energy), Natural Gas, and Liquid Fuels (includes: biofuels and propane)
  - i) *CESER instructions: How to develop a profile using EIA Data*
  - ii) *Limited example based on EIA data with appropriate analysis*
- b) **Threats/Vulnerabilities:**
  - i) Threats
    - (1) Data on historic emergency events and energy disruptions
      - (a) CESER State and Regional Risk [Profiles](#)
    - (2) Cybersecurity Threats
      - (a) *Drop-in: Cyber IT / OT overview and 2 graphics*
      - (b) *Drop-In: Conversation guidance to gather state specific information*
  - ii) Vulnerabilities
    - (1) Descriptions of vulnerabilities
      - (a) *Drop-In: CESER developed supply chain graphics for each energy type*
- c) **Risk Assessment:**
  - (1) Cross-Sector Interdependencies:
    - (a) Description of interdependencies
    - (b) *Drop-In: CESER developed 3 diagrams*
  - (2) Risk Assessment of Critical Infrastructure:
    - (a) State Critical Infrastructure Analysis

### 3) ENERGY SECURITY AND EMERGENCY RESPONSE AUTHORITIES (1)

- a) **Relevant Authorities, Doctrines, and Guiding Statutes**
  - i) Requirements to have SESP and plan to maintain and strengthen
  - ii) Authorities
    - (1) Relevant Federal Authorities & Organization Structure
      - (a) *Drop-In: Federal Authorities*
    - (2) Relevant State Authorities
      - (a) emergency response laws and authorities' relevant to energy resources
      - (b) Other state departments or agencies which deal with interdependent sectors (Air Quality, Transportation, Water/Wastewater, Health, etc.
    - (3) Relevant local and tribal authorities (e.g., home rule)



#### 4) ENERGY SECURITY PLANNING & PREPAREDNESS (6)

##### a) State Energy Office Roles and Responsibilities

###### i) State Energy Office Responsibilities

###### (1) **Monitoring Energy Markets**

- (a) Monitor market and supply data
- (b) Review DOE CESER communications on threats/events

###### (2) **Assess Mitigation, Impact and Response Actions** (e.g., conservation, regulatory, consumer protection, waivers, supply acquisition, subsidies)

###### (3) **State Energy Emergency Assurance Coordinators (EEAC) Program**

###### (a) *Drop-In: EEAC overview*

###### (4) **Stakeholder Engagement**

- (a) Sustain relationships with public and private energy suppliers and other key stakeholders
- (b) Maintain stakeholder contact lists
  - (i) *Drop-In: Contact list template (part of emergency playbook)*

###### (5) **Staff Training and Exercises**

###### (6) **After Action Reporting, Evaluation, and Continuous Improvement**

###### (7) **State emergency response responsibilities**

- (a) Coordination and Roles
- (b) Public Information Program
- (c) With non-government and private sector entities (NASEO included)
- (d) With other states (Multi-State Coordination)
- (e) With federal government
- (f) Contacts (refer to annex)

##### b) Roles of Other State Entities Relating to Energy Security

- i) Governor's Office
- ii) Governor's Energy Advisor
- iii) Public Utility Commissions (PUC)
- iv) Emergency Management Agencies (EMA)
- v) Homeland Security Agency (HSA)
- vi) Fusion Center

##### c) Tribal Coordination

- i) Coordination with Indian Tribes with respect to planning and response;

##### d) Regional Structures and Coordination

- i) Applicable elements from other states' plans in region
- ii) Regional implementation plans and any agreements/MOUs/plans related to mutual assistance to cyber and physical responses.

#### 5) ENERGY EMERGENCY RESPONSE (6, 2B)

*(Drop-In: CESER/NASEO customizable state Energy Emergency Response Playbook)*

##### a) **Response Cycle Overview**

- i) Information Gathering a Consequence Assessment a Response

##### b) **Information Gathering/Situational Awareness** (for each energy type)

- i) Situational Awareness Tools (e.g., DOE tools, EIA tools)
- ii) Weather Threat Monitoring Tools (e.g., NOAA hurricane tracks, blizzard forecasts)
- iii) Industry, Peer, and Regional Outreach

##### c) **Consequence Assessment Guidelines** (for each energy type)

- i) Guidance on Event Classification/Ratings: Tiers of event consequences



ii) Event Assessment Factors:

- (1) Threat Information (identify threats to energy infrastructure)
- (2) Impacts to energy consumers
- (3) Impacts to critical energy delivery systems (e.g., critical power plants)
- (4) Impacts to bulk/ wholesale energy markets (e.g., bulk fuel stocks)

d) **Response Actions**

i) Response Action Matrices

- (1) Event Type (Power Outage, Natural Gas Shortage, Liquid Fuels Shortage, Multi-System Failure)
  - (a) Event consequence tiers and event stage (pre-event, response/restoration)

**6) ENERGY RESILIENCY & HAZARD MITIGATION (5)**

a) **State approach** (prioritization, grants, public-private partnerships)

- i) *Drop-In: CESER developed a simple list of general mitigation measures (e.g., system segmentation, smart grids, backup generation at gas stations) as well as measures by hazard type. (e.g., raising substations in flood prone areas)*

**7) APPENDICIES**

a) **Appendix: SESP Connection to Relevant State Plans**

- i) Long term State Energy Plans
- ii) Hazard Mitigation Plans
- iii) Climate Adaptation Plans
- iv) Resilience Plans
- v) Critical Infrastructure Protection Plans
- vi) State COOP plans
- vii) Utility Integrated Resource Plans
- viii) Citizen Service Programs (LIHEAP, WAP, assistance programs, etc.)
- ix) Others

b) **Other Relevant Energy Sector Risk Assessments/Resources**

- i) NIPP, THIRA – energy integration, Cybersecurity Risk Assessments

c) **Appendix: Data/Situational Tools** (*Drop-in: included in emergency playbook*)

- i) EAGLE-I
- ii) ISO System Condition Pages
- iii) EIA: Grid Monitor, Weekly Petroleum Status Report, Heating Fuels and Energy Atlas
- iv) Natural Gas Pipeline Online Bulletin Boards