

**Grant Recipient and Contractor Past Performance Evaluation Approach
[One Potential Approach that May be Taken During Evaluation Process]
Fuels and Transportation Division**

It is imperative that grant funding, contracts, and other mechanisms that utilize public funds incorporate mechanisms to ensure efficient, effective, and responsible use of the funds. One factor in this process is to examine past performance of applicants and counterparties. This document describes a past performance evaluation approach but is not exhaustive in potential approaches to safeguard public funds.

Most California Energy Commission (CEC) solicitations include screening and scoring criteria which look at past performance of CEC awards (e.g., past CEC contracts, grants, and loans) by the applicant. CEC staff involved with the solicitation have the discretion, within the framework of the solicitation, to decide how to apply information about past performance to the solicitation's screening and scoring criteria.

There are several ways to document past performance. The Commission Agreement Manager (CAM) for each solicitation has the discretion on how to document performance of the agreement they are managing. This information can then be used by future CEC team members in scoring solicitations. This document serves as a suggested resource but not the sole resource for documenting past performance of CEC agreements. The CAM possesses the discretion to follow alternative methods.

Evaluation of project performance will assist CEC staff when they are scoring subsequent grant applications. Therefore, the past performance evaluation could potentially be made available to the recipient of the grant or others during solicitation debrief meetings, final meetings, or even under the Public Records Act. CEC staff should ensure that the evaluation, including comments on performance, is accurate, fair, and professional.

The past performance evaluation may be completed to the best of the CAM's ability upon completion of the project and prior to the final meeting, where the evaluation will be shared with the Recipient/Contractor. CAMs should consider evaluating Questions 1 and 2 under Section 2 if transferring the project to a different CAM during the term of the agreement.

Every Recipient/Contractor starts with 100 points total when being evaluated for past performance. Points are then deducted based on the evaluation (as noted by negative points under each criterion). There are two sections in this performance evaluation: 1) Overall Project Performance Evaluation, and 2) Detailed Project Management Evaluation. Each section is worth 50 points.

Grant Recipient and Contractor Past Performance Evaluation

Agreement #:		Max. Points Possible	SCORES
Recipient's Name:			
Project Manager's Name:			
OVERALL SCORE		100	
Section 1: OVERALL PROJECT PERFORMANCE EVALUATION		50	
Section 2: DETAILED PROJECT MANAGEMENT EVALUATION		50	

SECTION #1: OVERALL PROJECT PERFORMANCE EVALUATION (Maximum Points Possible = 50)

This section evaluates how well the recipient achieved the project’s technical goals and objectives. Steps to complete this section are:

1. **Enter Rating:** Enter a rating from the Rating Selection Table for the project. Use one of the five ratings specified in the table (100%, 70%, 50%, 30%, or 0%) or create your own.
2. **Enter Score:** Multiply rating by the weight and enter the score.
3. **Explanation:** Enter an explanation that supports the rating provided. Explanation should be no longer than 3 sentences.

Project Performance Evaluation Table

Weight:	50
Rating:	[Enter Rating]
Score	[Enter Score]
Explanation:	[Enter Explanation]

Possible Rating Selection Table but Modify it as Desired

Rating	Rating Definition
100%	Project Successfully Completed: The project successfully completed the tasks in the Scope of Work and had no significant flaws in terms of completion and project execution. A no-cost time extension of one year or less is not considered significant.
70%	<p>Project Satisfactorily Completed:</p> <ul style="list-style-type: none"> • The approved scope of work was reduced but successfully completed and had no significant flaws in terms of project execution. Public benefits resulting from the project are less than expected, but are commensurate with the amount of CEC funding provided. <p style="text-align: center;">OR</p> <ul style="list-style-type: none"> • The project was withdrawn, and no CEC funds were spent. <p style="text-align: center;">OR</p> <ul style="list-style-type: none"> • Project was successfully completed, but project completion was delayed by more than 1 year from original project end term date.

50%	<p>Project Completed with One or More Significant Flaws:</p> <ul style="list-style-type: none"> • Approved project scope was completed but had one or more significant flaws in terms of project execution. Significant flaws may include, but are not limited to: <ul style="list-style-type: none"> ○ Willful or significant non-compliance with agreement terms and conditions. ○ Extension of the agreement beyond the liquidation date of the funds. ○ Scope of project was reduced but not approved through a fully executed agreement amendment. • Public benefits are commensurate with the amount of CEC funding provided.
30%	<p>Project Partially Completed (all of the following must be true to provide this rating):</p> <ul style="list-style-type: none"> • CEC funds were expended. • The scope of work was only partially completed. • Public benefits resulting from the project are less than expected and are not commensurate with the amount of CEC funding provided. • Factors contributing to partially completed project were mainly outside the Recipient’s control. • Project resulted in lessons learned or other usable information and documented in a Final Project Report.
0%	<p>Failed Project:</p> <ul style="list-style-type: none"> • CEC funds were expended; AND, • The scope of work was not completed or only partially completed; AND, • Public benefits resulting from the project are zero or less than expected, and not commensurate with the amount of CEC funding provided; AND, • Factors contributing to failed project were mainly within the Recipient’s control; AND, • Project did not result in lessons learned or other usable information; no final report was received. <p style="text-align: center;">OR</p> <ul style="list-style-type: none"> • Recipient fails to satisfactorily resolve demands for repayment.

SECTION #2: DETAILED PROJECT MANAGEMENT EVALUATION (Maximum Points Possible = 50)

This section evaluates how well the recipient managed agreement development, the project budget, schedule, deliverables, invoices, and subrecipients/key partners. Steps to complete this section are:

1. **Answer Questions:** For each question, select the single most appropriate answer.
2. **Enter Category Score:** After answering all questions under each category, subtract the negative points from the maximum points available for the Category and enter result in Category Subtotal. The points are just suggestions. CAMS should use the points they think are most suitable.
3. **Enter Section #2 Total Score:** Once evaluation is complete, sum all Category subtotals and enter result in Section #2 Total Score. Note that the maximum total score cannot exceed 50 points unless you are using a different point system.

[Enter sum of
scores from
Categories 1-5]

SECTION #2 TOTAL SCORE:

CATEGORY #1 -- Agreement Development (4 points maximum)

- 1) **How well did the recipient respond to requests and input from Energy Commission staff during the agreement development? CAMs, please consider evaluating this directly after the agreement development.**
 - [-0 points] Responsive and quickly resolved questions and concerns.
 - [-1 points] Responsive but could not resolve issues timely which impacted the Business Meeting approval date.
 - [-2 points] Unresponsive, could not resolve issues timely and impacted to the Business Meeting date.
- 2) **Was agreement executed by recipient in a timely manner?**
 - [-0 points] Yes, agreement was executed and returned to CEC within 30 days of receiving documents.
 - [-0 points] No, agreement was not executed and returned to CEC within 30 days, but the delay was outside of the recipient's control and recipient communicated the delay to the CAM.
 - [-1 points] No, agreement was executed and returned to CEC within 60 days of receiving documents.
 - [-2 points] No, agreement was executed and returned to CEC after 60 days or more of receiving documents.

[Enter Category
#1 Subtotal]

CATEGORY #1 Subtotal:

CATEGORY #2 -- Project Implementation (19 points maximum)

- 3) Deliverable Timeliness: How would you rate the recipient's performance in submitting deliverables on time?**
- [-0 points] No deliverable due date changes were required **OR** deliverable due date changes were required, but were due to factors outside the Recipient's control.
 - [-1 points] Some avoidable deliverable due date changes were required **OR** some deliverables were submitted late.
 - [-2 points] Significant avoidable deliverable due date changes were required **OR** a majority of deliverables were submitted late.

- 4) Major Deliverable Quality: Were all major* project deliverables received and acceptable?***
- [-0 points] No major deliverables were included in the agreement.
 - [-0 points] Yes, all major deliverables were received, and most of them were of acceptable quality.
 - [-2 points] Yes, all major deliverables were received, but most were minimally acceptable in terms of quality.
 - [-3 points] No, not all major deliverables were received or major deliverables were not of acceptable quality.

*** While the Final Report is a major deliverable, it should not be evaluated under this question since it will be evaluated separately under Question 16. Major deliverables may include, but are not limited to: technical reports, data sets collected as part of the project, etc. If uncertain whether a deliverable should be evaluated under this category, please consult with your supervisor.**

**** NOTICE TO CAMS: If deliverables were accepted by the CAM and payments continued to be disbursed to the Recipient, the [-3] rating is not appropriate. Less than acceptable quality deliverables should be addressed as a performance issue during the course of the agreement.**

- 5) No-Cost Time Extension: Did the recipient require a no-cost time extension to complete the project?**
- [-0 points] No, a no-cost time extension was not required.
 - [-0 points] Yes, a single no-cost time extension was required for 1 year or less; **OR** if longer than 1 year, the reason(s) for the no-cost time extension was

outside of the recipient's control; **OR** project extension resulted in increased public benefits resulting from the project, at no additional CEC cost.

- [-1 point] Yes, a single no-cost time extension over 1 year was required for reason(s) within the recipient's control.
- [-2 points] Yes, multiple no-cost time extensions were required
- [-3 points] Yes, the term of the agreement was extended beyond the liquidation deadline.

6) Invoice Quality: How would you rate the quality of recipient's invoices?

- [-0 points] Overall, the recipient submitted acceptable invoices that did not routinely require disputes or cancellations (i.e., less than 10% dispute/cancellation rate).
- [-0 points] No more than 25% of the recipient's invoices required disputes or cancellations, however, recipient learned from the disputes and did not repeat similar or same invoicing errors.
- [-1 points] No more than 25% of the recipient's invoices required disputes or cancellations; recipient repeated invoicing errors.
- [-3 points] The recipient routinely submitted invoices that had errors (and especially repeated errors) which required disputes or cancellations.

OR

The recipient had submitted one or more invoices that, in hindsight, violated a material term and condition of the agreement. Examples may include, but not be limited to: Billing equipment in full that was financed over time; or documenting invoices with pro forma invoices or other documentation that does not reflect actual costs incurred.

7) Invoice Timeliness: How was the timeliness of the recipient's invoices?

- [-0 points] Overall, the recipient submitted timely invoices as expenditures were incurred.
- [-2 points] Invoices were not submitted at least quarterly as expenditures were incurred.

8) Major Amendments: Other than no-cost time extensions and minor budget revisions, did the project require amendment(s) (e.g., project location change, demonstration partner change, project scope change)?

- [-0 points] No, a major amendment was not required **OR** the amendment provided an opportunity to increase public benefits resulting from the project at no additional CEC cost.
- [-1 points] Yes, a major amendment was required. However, the reasons for the amendment were outside of the recipient's control
- [-2 points] Yes, one or more major amendments were required for reasons within the recipient's control.

9) To what extent were unscheduled Critical Project Reviews (CPRs) or Stop Work Orders required to address performance issues with the project or project team?

- [-0 points] This project did not require any unscheduled CPRs or Stop Work Orders.
- [-2 points] One unscheduled CPR or Stop Work Order was needed, due to performance related issues with the project or project team.
- [-4 points] Multiple unscheduled CPRs and/or Stop Work Orders were needed due to performance related issues with the project or project team.

[Enter Category
#2 Subtotal]

CATEGORY #2 Subtotal:

CATEGORY #3 -- Recipient Project Manager Performance (12 points maximum)

10) Prime Recipient Personnel: Were the Prime Recipient's personnel (project manager, agreement manager, principal investigator, etc.) competent in managing the agreement in a way that did not negatively affect the project?

- [-0 points] Yes, Prime Recipient's personnel were competent in managing the agreement.
- [-1 points] The Prime Recipient's personnel were mostly effective in managing the agreement but could have done more to avoid or resolve issues.
- [-2 points] No, the Prime Recipient's personnel were not effective in managing the agreement. Please explain below.

If no, please identify the key personnel involved and how their actions or inactions negatively affected the project:

[Click here to enter text.](#)

11) During the course of the agreement term, how well did the recipient respond to requests and input from Energy Commission staff?

- [-0 points] Typically responsive in no more than two business days.
- [-1 points] Typically responsive but only after multiple attempts or response is typically more than two business days after CEC outreach.
- [-2 points] At times unresponsive after multiple attempts.

12) How well did the recipient communicate their issues with funding (e.g., loss of match funding), schedule delays (e.g., permitting, CEQA), and project progress to the Energy Commission?

- [-0 points] The recipient's communication was overall clear and timely.
- [-1 points] The recipient's communication was not overall clear or timely but this did not significantly affect the project.
- [-3 points] The recipient did not communicate or bring up concerns that negatively impacted the timely and successful completion of the project.

13) Managing Subrecipient Performance: How would you rate the recipient's performance in managing subrecipients and key partners on the project?

- [-0 points] There were no subrecipients or key partners on this project.
- [-0 points] The recipient was proactive in overseeing subrecipients and key partners; took steps to avoid potential issues; and successfully resolved issues that came up.
- [-1 points] The recipient for the most part effectively managed the subrecipients/key partners but could have done more to avoid or resolve issues and enhance subrecipient/key partner performance.
- [-2 points] Project experienced multiple issues with subrecipient/key partner performance that the recipient should have been able to prevent or resolve and negatively impacted the project in terms of quality or timeliness.

14) Was the recipient professional and courteous in their communications and interactions with CEC staff?

- [-0 points] Overall, the recipient was professional and courteous.
- [-0 points] The recipient expressed frustration with CEC processes at times, but provided constructive feedback in a professional manner.
- [-3 points] The recipient was unprofessional with staff more than once during the course of the agreement.

[Enter Category
#3 Subtotal]

CATEGORY #3 Subtotal:

CATEGORY #4 -- Agreement Close Out (5 points maximum)

15) Did the recipient fulfill the match funding amount required in the agreement?

- [-0 points] No match funding was required under the agreement.
- [-0 points] Yes, the recipient fulfilled the required match share funding percentage of total allowable project costs.
- [-2 points] No, the recipient did not fulfill the required match share funding percentage of total allowable project costs.

16) Did recipient submit an acceptable Final Report and was it on time?

- [-0 points] Yes, the Final Report was acceptable and submitted on time.
- [-1 points] Yes, the Final Report was acceptable but not submitted on time.
- [-2 points] Yes, the Final Report was acceptable after substantial edits or required multiple iterations to complete.
- [-3 points] No, a Final Report was not received.

[Enter Category
#4 Subtotal]

CATEGORY #4 Subtotal:

CATEGORY #5 -- Ability to Comply with Agreement Requirements (10 points maximum)

17) Was an Energy Commission audit conducted for this project?

- [-0 points] No, an audit was not conducted for this project.
- [-0 points] Yes, an audit was conducted but had no significant material findings.
- [-2 points] Yes, an audit was conducted and had significant audit findings or questioned costs that were adequately resolved by the Recipient.
- [-5 points] Yes, an audit was conducted with significant audit findings or questioned costs that were not adequately resolved by the Recipient **OR** the Recipient repeated an error that was documented in a final audit report.

18) Was the agreement cancelled or terminated?

- [-0 points] No.
- [-0 points] Yes, but no CEC funds were spent or funds were fully reimbursed to CEC.
- [-5 points] Yes, and CEC funds were spent, disbursed to the Recipient and not repaid to CEC.

[Enter Category
#5 Subtotal]

CATEGORY #5 Subtotal:

SUBRECIPIENT PERFORMANCE (All Subrecipients)

This section will not factor into the recipient’s score but may be used to identify potential issues with any of the subrecipients on the project for future consideration.

19) For each subrecipient on this agreement, please indicate if there were any performance issues:

Subrecipient table in agreement management system:

Subrecipient	Performance issue(s)
Subrecipient 1	
Subrecipient 2	
Subrecipient 3	

Pop-up menu when CAM selects a subrecipient from table above:

To your knowledge, were there any performance issues with this subrecipient for this agreement?

- No
- Yes, continue below

[If yes] What were the performance issues with this subrecipient? Please check all that apply.

- Consistently late or incorrect invoices
- Consistently late deliverables
- Did not provide deliverables
- Lower than expected quality
- Other

If other, please describe below:

[Click here to enter text.](#)

For this subrecipient, please indicate any positive recognition you would like to document:

[Click here to enter text.](#)