

16.402-2 Performance incentives.

- (a) Performance incentives *may* be considered in connection with specific product characteristics (*e.g.*, a missile range, an aircraft speed, an engine thrust, or a vehicle maneuverability) or other specific elements of the contractor's performance. These incentives *should* be designed to relate profit or fee to results achieved by the contractor, compared with specified targets.
- (b) To the maximum extent practicable, positive and negative performance incentives *shall* be considered in connection with service contracts for performance of objectively measurable tasks when quality of performance is critical and incentives are likely to motivate the contractor.
- (c) Technical performance incentives *may* be particularly appropriate in *major systems* contracts, both in development (when performance objectives are known and the fabrication of prototypes for test and evaluation is required) and in production (if improved performance is attainable and highly desirable to the Government).
- (d) Technical performance incentives *may* involve a variety of specific characteristics that contribute to the overall performance of the end item. Accordingly, the incentives on individual technical characteristics *must* be balanced so that no one of them is exaggerated to the detriment of the overall performance of the end item.
- (e) Performance tests and/or assessments of work performance are generally essential in order to determine the degree of attainment of performance targets. Therefore, the contract *must* be as specific as possible in establishing test criteria (such as testing conditions, instrumentation precision, and data interpretation) and performance standards (such as the quality levels of services to be provided).
- (f) Because performance incentives present complex problems in contract administration, the *contracting officer should* negotiate them in full coordination with Government engineering and *pricing* specialists.
- (g) It is essential that the Government and contractor agree explicitly on the effect that contract changes (*e.g.*, pursuant to the Changes clause) will have on performance incentives.
- (h) The *contracting officer must* exercise care, in establishing performance criteria, to recognize that the contractor *should* not be rewarded or penalized for attainments of Government-furnished *components*.

Parent topic: 16.402 Application of predetermined, formula-type incentives.