this contract, periodically review the manage-  
ment systems and controls employed in  
programs and administrative areas to ensure  
that they are adequate to provide reasonable  
assurance that the objectives of the systems  
are being accomplished and that these sys-  
tems and controls are working effectively.  
Annually, or at other intervals directed by  
the Contracting Officer, the Contractor shall  
supply to the Contracting Officer copies of  
the reports reflecting the status of recom- 

tendations resulting from management  
audits performed by its internal audit activ- 
ity and any other audit organization. This  
requirement may be satisfied in part by the  
reports required under paragraph (i) of 48  
CFR 970.5232–3, Account, records, and ins- 
p\ninspection.  
(b) The Contractor shall be responsible for  
maintaining, as a part of its operational re- 
sponsibilities, a baseline quality assurance  
program that implements documented per-
formance, quality standards, and control and 
assessment techniques.

(End of clause)

(65 FR 81009, Dec. 22, 2000, as amended at 71  
FR 16243, Mar. 31, 2006; 72 FR 39761, May 24,  
2007; 72 FR 36374, July 20, 2007; 74 FR 36374,  
36378, 36380, July 22, 2009)

970.5203–2 Performance improvement  
and collaboration.

As prescribed in 970.0370–2(b), insert the  
following clause:

PERFORMANCE IMPROVEMENT AND  
COLLABORATION (MAY 2006)

(a) The Contractor agrees that it shall af- 
firmatively identify, evaluate, and institute  
practices, where appropriate, that will im- 
prove performance in the areas of environ- 
mental and health, safety, scientific and tech-  
nical, security, business and administrative,  
and any other areas of performance in the  
management and operation of the contract.  
This may entail the alteration of exist- 
ing practices or the institution of new pro- 
cedures to more effectively or efficiently  
perform any aspect of contract performance  
or reduce overall cost of operation under the  
contract. Such improvements may result  
from changes in organization, outsourcing  
decisions, simplification of systems while re- 
taining necessary controls, or any other ap- 
proaches consistent with the statement of  
work and performance measures of this con- 
tract.

(b) The Contractor agrees to work collabo- 
ratively with the Department, all other man- 
agement and operating, DOE major facilities  
management contractors and affiliated con- 
tractors which manage or operate DOE sites  
or facilities for the following purposes: (i) to  
exchange information generally, (ii) to  
evaluate concepts that may be of benefit in  
resolving common issues, in confronting  
common problems, or in reducing costs of  
operations, and (iii) to otherwise identify and  
implement DOE-complex-wide management  
improvements discussed in paragraph (a). In  
doing so, it shall also affirmatively provide  
information relating to its management im- 
provements to such contractors, including  
lessons learned, subject to security consider- 
ations and the protection of data proprietary  
to third parties.

(c) The Contractor may consult with the  
Contracting Officer in those instances in  
which improvements being considered pursu- 
ant to paragraph (a) involve the cooperation  
of the DOE. The Contractor may request the  
assistance of the Contracting Officer in the  
communication of the success of improve- 
ments to other management and operating  
contractors in accordance with paragraph (b)  
of this clause.

(d) The Contractor shall notify the Con- 
tracting Officer and seek approval, where  
necessary to fulfill its obligations under the  
contract. Compliance with this clause in no  
way alters the obligations of the Contractor  
under any other provision of this contract.

(End of clause)

(65 FR 81009, Dec. 22, 2000, as amended at 71  
FR 16243, Mar. 31, 2006; 74 FR 36374, 36378,  
36380, July 22, 2009)

970.5203–3 Contractor’s organization.

As prescribed in 970.0371–9, insert the  
following clause:

CONTRACTOR’S ORGANIZATION (DEC 2000)

(a) Organization chart. As promptly as pos- 
sible after the execution of this contract, the  
Contractor shall furnish to the Contracting  
Officer a chart showing the names, duties,  
and organization of key personnel (see 48  
CFR 452.215–70) to be employed in connection  
with the work, and shall furnish supple- 
mental information to reflect any changes as  
they occur.

(b) Supervisory representative of Contractor.  
Unless otherwise directed by the Contracting  
Officer, a competent full-time resident su- 
pervisory representative of the Contractor  
satisfactory to the Contracting Officer shall  
be in charge of the work at the site, and any  
work off-site, at all times.

(c) Control of employees. The Contractor  
shall be responsible for maintaining satisfac- 
tory standards of employee competency, con- 
duct, and integrity and shall be responsible  
for taking such disciplinary action with re- 
spect to its employees as may be necessary.  
In the event the Contractor fails to remove  
any employee from the contract work whom  
DOE deems incompetent, careless, or insub- 
ordinate, or whose continued employment on