

PART I – THE SCHEDULE

SECTION B

SUPPLIES OR SERVICES AND PRICES/COSTS

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B.1 DOE-B-2012 SUPPLIES/SERVICES BEING PROCURED/DELIVERY REQUIREMENTS (OCT 2014)

The Contractor shall furnish all personnel, facilities, equipment, material, supplies, and services (except as may be expressly set for in this contract as furnished by the Government) and otherwise do all things necessary for, or incident to, the performance of work as described in Section C, Performance Work Statement.

B.2 TYPE OF CONTRACT

- (a) This is a performance based contract that includes Cost-Plus-Award-Fee (CPAF), Cost Reimbursable, and Indefinite-Delivery, Indefinite-Quantity (IDIQ) type Contract Line Items (CLINs).
- (b) The Contract consists of the following CLINs:

Table B.2-1 Contract CLINs			
CLIN	CLIN Title	Type	PWS Section(s)
Base Period (5 Years)			
00001	Transition (90 days)	CR (no fee)	C.2
00002	CH-TRU Waste Disposition (PBS 0013)	CPAF	C.3, C.4
00003	Environmental Remediation (PBS 0030)	CPAF	C.3, C.5, C.6, C.7, C.8, C.9, C.10, C.11, C.12, and C.13
00004	Additional Assignments in Accordance with PWS Section C.14	IDIQ	C.14
Option Period 1 (3 Years)			
00005	CH-TRU Waste Disposition (PBS 0013)	CPAF	C.3, C.4
00006	Environmental Remediation (PBS 0030)	CPAF	C.3, C.5, C.6, C.7, C.8, C.9, C.10, C.11, and C.12
00007	Additional Assignments in Accordance with PWS Section C.14	IDIQ	C.14
Option Period 2 (2 Years)			
00008	CH-TRU Waste Disposition (PBS LANL-0013)	CPAF	C.3, C.4
00009	Environmental Remediation (PBS LANL-0030)	CPAF	C.3, C.5, C.6, C.7, C.8, C.9, C.10, C.11, and C.12
00010	Additional Assignments in Accordance with PWS Section C.14	IDIQ	C.14

(c) CLIN Types

(1) **Cost Reimbursable (CR) CLIN 00001**

CLIN 00001 – Transition: The Contract Transition Period is anticipated to be a period beginning with issuance of the Notice to Proceed (NTP). The Transition Period is as defined in Section F.3. Costs are reimbursed on the basis of actual costs billed to the contract and there is no fee for the Transition Period.

(2) **Cost Plus Award Fee CLINs (00002, 00003, 00005, 00006, 00008, and 00009)**

Payment of fee will be made in accordance with *B.9 DOE-H-2060 Base and Award Fee, B.10 Provisional Payment of Fee, B. 11 Fee Reductions, and Section J, Attachment J-10, Performance Evaluation Measurement Plan (PEMP)*.

(3) **IDIQ CLINs (00004, 00007, and 00010)**

(A) Under the IDIQ CLINs, the Government may issue Cost Reimbursable or Fixed Price Task Orders depending on the nature of the requirement for the delivery of work. Payment for the services ordered and delivered shall be made in accordance with the applicable contract clause addressing payment as included in each individual task order. The minimum and maximum quantity to be ordered as required by Section I, FAR 52.216-22 Indefinite Quantity for each IDIQ CLIN is as follows: The minimum ordering guarantee for the IDIQ CLINs is satisfied by the execution of the Base Period CLINs. The maximum quantity of services the Government will acquire under the IDIQ CLINs will not cumulatively exceed **\$112,000,000**.

(B) Any work under the IDIQ CLIN(s) will be ordered by the issuance of Task Orders, which will contain specific terms and conditions applicable to the given task order. As the Government may require, the Contractor shall provide the specified services up to the maximum quantity identified above, on a schedule to be specified by the Government in accordance with the contract clause at Section I, FAR 52.216-22 Indefinite Quantity.

(C) For budget planning purposes, the Government has provided an estimated maximum quantity of services for each IDIQ CLIN as seen below in paragraph (d). However, the Government reserves the right to adjust the estimated maximum quantity associated with each IDIQ CLIN, as long as the total cumulative amount does not exceed the stated contractual maximum quantity in paragraph (A) above.

(D) Payment for the services ordered and delivered shall be made in accordance with *B. 9 DOE-H-2060 Base and Award Fee, B.10 Provisional Payment of Fee, B. 11 Fee Reductions, and Section J, Attachment J-10, Performance Evaluation Measurement Plan (PEMP)*.

(E) The fee ceiling percentage for any cost-plus-award-fee type Task Orders issued under the contract is **TBD%**. For cost-plus-award-fee Task Orders, there will not be base fee.

(F) The estimated cost and fee amount will be established in each individual Task Order. The Contractor may propose whatever fee amount it determines appropriate for the individual Task Order, provided that the fee amount as a percentage of the estimated cost of each proposed Task Order does not exceed the fee percentage ceiling as specified above.

(d) Total Estimated Cost for All CLINs

The Total Estimated Cost and Fee (as applicable) for each CLIN, the Total Estimated Cost and Fee (as applicable) for each contract period, and the cumulative Total Estimated Cost and Fee for the Contract are as follows:

Table B.2-2 Contract Cost and Fee				
CLIN	CLIN Description	Estimated Cost	Available Award Fee	Estimated Cost and Fee
Base Period				
00001	Transition Period (CR, No Fee)	[Proposed]	N/A	[Proposed]
00002	CH-TRU Waste Disposition (CPAF)	[Proposed]	[Proposed]	[Proposed]
00003	Environmental Remediation (CPAF)	[Proposed]	[Proposed]	[Proposed]
00004	Additional Assignments in Accordance with PWS Section C.14 (IDIQ)	To be determined as Task Orders are issued		\$54,000,000.00
Total Base Period		[Proposed]	[Proposed]	[Proposed]
Option Period 1				
00005	CH-TRU Waste Disposition (CPAF)	[Proposed]	[Proposed]	[Proposed]
00006	Environmental Remediation (CPAF)	[Proposed]	[Proposed]	[Proposed]
00007	Additional Assignments in Accordance with PWS Section C.14 (IDIQ)	To be determined as Task Orders are issued		\$45,000,000.00
Total Option Period 1		[Proposed]	[Proposed]	[Proposed]
Option Period 2				
00008	CH-TRU Waste Disposition (CPAF)	[Proposed]	[Proposed]	[Proposed]
00009	Environmental Remediation (CPAF)	[Proposed]	[Proposed]	[Proposed]
00010	Additional Assignments in Accordance with PWS Section C.14 (IDIQ)	To be determined as Task Orders are issued		\$13,000,000.00
Total Option Period 2		[Proposed]	[Proposed]	[Proposed]
Total Contract Value (Base Period, Option Period 1, and Option Period 2)		[Proposed]	[Proposed]	[Proposed]

(1) *Estimated Cost* for each CLIN is defined as the cost to perform the CLIN agreed to by the parties at contract inception, as may be revised by modification to the contract in accordance with the contract terms. The exception is the IDIQ CLINs, for which the amount shown in Table B.2-2 reflects the maximum quantity of

supplies or services the Government will acquire under the IDIQ CLINs (inclusive of any fee or profit).

- (2) *Available Award Fee* is defined as the amount of award fee that may be earned under the Contract for each applicable CLIN.
- (3) Available Award Fee will include award-fee criteria and Performance-Based Incentive (PBIs) Criteria as defined in B.8, DOE-H-2060, Base and Award Fee. PBIs will be defined during contract performance as part of the Performance Evaluation Management Plan (PEMP). Also, no base fee is payable under this Contract.
- (4) Available Award Fee is made up as 15% award-fee criteria and 85% PBIs.
- (5) Award Fee based upon award-fee criteria will be evaluated on an annual basis as delineated in the PEMP. The PBI fee will be evaluated in accordance with the established completion criteria in the PEMP.
- (6) *Contract Value* is defined as the total of the Estimated Cost and Available Award Fee.

B.3 DOE-B-2013 OBLIGATION OF FUNDS (OCT 2014)

Pursuant to the clause of this contract at FAR 52.232-22, Limitation of Funds, total funds in the amount(s) specified below are obligated for the payment of allowable costs and fee. It is estimated that this amount is sufficient to cover performance through the date(s) shown below.

“To be inserted by the Government at time of contract award.”

B.4 DOE-B-2014 OPTION TO EXTEND THE TERM OF THE CONTRACT: ESTIMATED COST, FEE AND PERIOD OF PERFORMANCE (OCT 2014)

- (a) In accordance with the clause at FAR 52.217-9, Option to Extend the Term of the Contract, the Government may unilaterally extend the contract period of performance (as set forth in Section F, Deliveries) to require the Contractor to perform the work set out by Section C, Description/Specs/Work Statement of the contract. In the event that the Government elects to exercise its unilateral right to extend the term of the contract pursuant to this clause and FAR 52.217-9, all terms and conditions of the contract will remain in full force and effect.
- (b) The Contracting Officer will consider factors set forth in FAR 17.207, Exercise of Options, in determining whether to exercise an option to extend the term of the contract. The Government is concerned with ensuring that the Contractor's performance meets, or exceeds, the performance requirements of the contract in a cost-effective manner. Accordingly, the Contracting Officer will consider the Contractor's performance as part of the determination to exercise any option to extend the contract term.

- (c) The Estimated Cost and Fee of each option are set forth in B.2, *Type of Contract*, paragraph (d). The associated Period of Performance of each option are set forth in Section F Clause entitled *DOE-F-2003, Period of Performance – Alt II (Oct 2014)*.

B.5 EXECUTION OF CLINS

Upon the Notice to Proceed, the Transition CLIN (00001) will be executed. Upon completion of Contract Transition, the CLINs for CH-TRU Waste Disposition (00002), Environmental Remediation (00003) will be executed. For IDIQ CLIN 00004, a task order may be issued at any time during the Base Period. The execution of the Option CLINs will be in accordance with Section B Clause entitled *DOE-B-2014 Option To Extend The Term Of The Contract: Estimated Cost, Fee And Period Of Performance (OCT 2014)*.

B.6 ESTIMATED ANNUAL CONTRACT VALUE

- (a) DOE expects to obligate funding to the Contract in accordance with the estimated annual Contract value:

Table B.6-1 Estimated Annual Contract Value	
Gov't Fiscal Year	Contract Value (in \$M)*
FY17 (Transition)	TBD
FY18	TBD
FY19	TBD
FY20	TBD
FY21	TBD
FY22 (partial)	TBD
Base Period Total	TBD
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FY22 (partial)	TBD
FY23	TBD
FY24	TBD
FY25 (partial)	TBD
Option Period 1 Total	TBD
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FY25 (partial)	TBD
FY26	TBD
FY27 (partial)	TBD
Option Period 2 Total	TBD
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Contract Total	TBD

*Projected FY funding less the IDIQ maximum value.

This clause is a good faith estimate of contract funding. The funding for this contract depends on appropriations from Congress. DOE does not guarantee any specific level of funding.

B.7 DOE-H-2060 BASE AND AWARD FEE (OCT 2014)

- (a) The Government shall pay the Contractor for performing this contract the base fee, if any, and any award-fee that may be earned from the available award-fee, specified in Section B in accordance with this clause and other applicable clauses of the contract.
- (b) Base Fee Payment. The base fee, if any, shall be payable on a schedule specified in another clause of this contract or as determined by the Contracting Officer and subject to the following provisions. The Contracting Officer shall withhold a reserve not to exceed 15 percent of the total base fee or \$100,000, whichever is less, to protect the Government's interest.
- (c) Award-fee.
 - (1) Performance Evaluation Management Plan.
 - (A) A Performance Evaluation Management Plan (PEMP) shall be issued unilaterally by the Contracting Officer for each evaluation period that establishes the criteria and procedures for evaluating the Contractor's performance for the purpose of determining any award-fee earned. The PEMP shall include, as a minimum, the following:
 - (i) Evaluation criteria linked to the contract's performance objectives as defined in terms of cost, schedule, technical, or other contract performance requirements or objectives;
 - (ii) Means of how the Contractor's performance will be measured against the evaluation criteria;
 - (iii) Award-fee evaluation period;
 - (iv) Amount of the total available award-fee that is allocated to the evaluation period, including the allocation for award-fee criteria and performance-based incentive criteria; and
 - (v) Methodology for application of subjective evaluation ratings or attainment of predetermined objectives to earned fee.
 - (B) There are two categories of evaluation criteria that may be used in determining award-fee earned: award-fee criteria and performance-based incentive criteria. Each of these categories, in general, is defined as follows:
 - (i) Award-fee Criteria– Evaluation criteria that are qualitative or subjective for which it is neither feasible nor effective to devise pre-determined objective criteria applicable to cost, schedule, technical or other contract performance requirements or objectives. These types of criteria require a judgmental evaluation process and allow the Government the flexibility to evaluate both actual performance and the conditions under which it was achieved.
 - (ii) Performance-Based Incentive Criteria – Evaluation Criteria which can be defined by predetermined, objective incentive criteria applicable to cost, schedule, technical or other contract performance requirements or objectives. Performance measurement standards contain well-defined parameters for measuring performance against evaluation criteria. These

criteria may extend beyond one evaluation period when appropriate to incentivize the completion of long-term objectives.

- (C) The length of evaluation periods shall be determined unilaterally by the Contracting Officer. The evaluation periods should provide a balance between the Contractor's ability to have sufficient performance time for the Government to evaluate; but evaluation periods should provide the ability for the Government to provide timely evaluations on the Contractor's performance without being administratively burdensome.
 - (D) The PEMP shall be provided to the Contractor 14 calendar days prior to the beginning of the first and each successive evaluation period. If there is not sufficient time for the PEMP to be provided to the Contractor in the required number of days in advance of the beginning of the evaluation period, the Contractor shall not be evaluated on its performance until 14 calendar days after the PEMP is received by the Contractor. The PEMP may be revised unilaterally at any time during the evaluation period; but the revised PEMP, or revised portion thereof, shall not be effective until 14 calendar days after the Contractor receives the revised PEMP.
- (2) Performance Evaluation and Fee Determination.
- (A) Monitoring Performance. During the evaluation period, performance monitors will track the Contractor's performance in accordance with the PEMP. Interim evaluations may be provided to the Contractor to identify strengths, weaknesses and deficiencies in the Contractor's performance during the current evaluation period. At the end of an evaluation period, performance monitors will assess the Contractor's performance in accordance with the PEMP and report the results to the Award-fee Board (AFB).
 - (B) Contractor Self-Assessment. Following each evaluation period, the Contractor may provide a written self-assessment of its performance to the AFB to be considered in its report to the Fee Determining Official (FDO). The self-assessment shall be submitted not later than 30 calendar days after the end of each evaluation period. The self-assessment shall address strengths, weaknesses and deficiencies in the Contractor's performance during the evaluation period. Where deficiencies in performance are noted, the Contractor should describe the actions planned or taken to correct such deficiencies to avoid their recurrence.
 - (C) Award-fee Board Recommendation. The AFB will consider the performance monitors' reports and any other pertinent information, including the Contractor's self-assessment, and prepare a report for the FDO with findings and recommendations. The Contractor will be provided a draft copy of the AFB's report and will be afforded an opportunity to identify factual errors. The AFB's draft report is not subject to negotiation with the Contractor. The Contractor will be provided a copy of the final AFB report immediately after the report is finalized.
 - (D) Award-fee Determination. The FDO will review the AFB's recommendation, the Contractor's self-assessment and other pertinent information related to

the Contractor's performance. The FDO will make a final, written determination, consistent with the PEMP, as to the amount of the award-fee earned. The FDO's final determination will be provided to the Contractor no later than 90 calendar days after the end of the evaluation period. The FDO, AFB representative, or Contracting Officer will provide a debriefing to the Contractor on the final determination. All FDO decisions regarding award-fee are made solely at the discretion of the Government, including but not limited to, the characterization of the Contractor's performance, amount of earned fee, if any, and the methodology used to calculate the earned fee.

- (3) Unsatisfactory Performance. No award-fee shall be earned if the Contractor's overall performance in the aggregate is below satisfactory.
- (4) Unearned Award-fee. Any unearned award-fee, for which the Contractor had the opportunity to earn during an evaluation period, shall not be transferred to subsequent evaluation periods, thus allowing the Contractor an additional opportunity to earn that previously unearned award-fee.
- (5) Award-fee Payment. After the FDO's award-fee determination, the Contracting Officer will issue a unilateral modification to the contract setting forth the amount of earned fee. Payment will be made after the modification has been issued and consistent with other clauses of this contract related to payments. The PEMP may provide for the payment of earned fee for performance-based incentives completed prior to the end of the evaluation period or provisional payments of earned fee based on established progress in meeting performance-based incentives extending beyond an individual evaluation period.

B.8 PROVISIONAL PAYMENT OF FEE

- (a) Notwithstanding any other term or condition of this contract to the contrary, this clause applies to and has precedence over all other terms and conditions of this contract that provide for provisional payment of fee.
- (b) The Contractor must notify the Contracting Officer immediately if it believes any incongruence exists between this clause and any other term or condition of this contract that provides for provisional payment of fee. If a term or condition of this contract provides for provisional payment of fee but fails to include all of the requirements of this clause, that term or condition will be considered to include the omitted requirements.
- (c) This clause conforms to the Federal Acquisition Regulation and Department of Energy fee policy and constructs. The following definitions and concepts apply.
 - (1) Price means cost plus any fee or profit applicable to the contract.
 - (2) The terms profit and fee are synonymous.
 - (3) Incentive means a term or condition whose purpose is to motivate the Contractor to provide supplies or services at lower costs, and in certain instances with

improved delivery or technical performance, by relating the amount of profit or fee earned to the Contractor's performance.

- (4) Earned fee for an incentive means fee due the Contractor by virtue of its meeting the contract's requirements entitling it to fee. Earned fee does not occur until the Contractor has met all conditions stated in the contract for earning fee.
 - (5) Available fee for an incentive means the fee the Contractor might earn but has not yet earned.
 - (6) Provisional payment of fee for an incentive means the Government's paying available fee for an incentive to the Contractor for making progress towards meeting the performance measures for the incentive before the Contractor has earned the available fee.
 - (7) Provisional payment of fee has no implications for the Government's eventual determination that the Contractor has or has not earned the associated available fee. Provisional payment of fee is a separate and distinct concept from earned fee. The Contractor could, for example, receive 100% of possible provisional fee payments yet not earn any fee (the Contractor would be required to return all of the provisional fee payments). The Contractor could receive 0% of possible provisional fee payments yet earn the entire amount of available fee (it would not receive any fee payments until the Government's determination that the Contractor had earned the associated available fee for the incentive).
 - 8) Clause means a term or condition used in this contract.
- (d) This contract's price, incentives included in its price, and all other terms and conditions reflect the Government's and the Contractor's agreement to link, to the maximum extent practical, the Contractor's earning of fee to its achievement of final outcomes rather than interim accomplishments.
 - (e) Certain terms and conditions of this contract provide for provisional payment of fee for certain incentives. Other terms and conditions of this contract provide for each such incentive the requirements the Contractor must meet to earn the fee linked to the incentive. The terms and conditions of this contract that provide for provisional payment of fee for certain incentives include for each such incentive the requirements the Contractor must meet before the Government is obligated to pay fee, provisionally, to the Contractor and for the Contractor to have any right to retain the provisionally paid fee.
 - (f) The Contracting Officer, at his/her sole discretion, will determine if the Contractor has met the requirements under which the Government will be obligated to pay fee, provisionally, to the Contractor and for the Contractor to have any right to retain the provisionally paid fee.
 - (g) If the Contracting Officer determines the Contractor has not met the requirements to retain any provisionally paid fee and notifies the Contractor, the Contractor must return that provisionally paid fee to the Government within 30 days: (i) the Contractor's obligation to return the provisional paid fee is independent of its intent to dispute or its disputing the Contracting Officer's determination; and (ii) if the

Contractor fails to return the provisionally paid fee within 30 days of the Contracting Officer's determination, the Government, in addition to all other rights that accrue to the Government and all other consequences for the Contractor due to the Contractor's failure, may deduct the amount of the provisionally paid fee from: amounts it owes under invoices; amounts it would otherwise authorize the Contractor to draw down under a Letter of Credit; or any other amount it owes the Contractor for payment, financing, or other obligation.

- (h) If the Contractor has earned fee associated with an incentive in an amount greater than the provisional fee the Government paid to the Contractor for the incentive, the Contractor will be entitled to retain the provisional fee and the Government will pay it the difference between the earned fee and the provisional fee.

B.9 FEE REDUCTIONS

- (a) All annual earned fee in each year of Contract performance is subject to reductions imposed by the terms and conditions of this Contract, including, but not limited to:
 - (1) Section B Clause entitled, *DOE-H-2060 Base and Award Fee*;
 - (2) Section B Clause entitled, *Small Business Subcontracting Fee Reduction*;
 - (3) Section E Clause entitled, *FAR 52.246-3, Inspection of Supplies – Cost Reimbursement*;
 - (4) Section E Clause entitled, *FAR 52.246-5, Inspection of Services – Cost Reimbursement*;
 - (5) Section H Clause entitled, *DOE-H-2070 Alternate I Key Personnel*;
 - (6) Section I Clause entitled, *DEAR 952.223-76, Conditional Payment of Fee or Profit – Safeguarding Restricted Data and Other Classified Information and Protection of Worker Safety and Health*;
 - (7) Section I Clause entitled, *FAR 52.203-10, Price or Fee Adjustment for Illegal or Improper Activity*;
 - (8) Section I Clause entitled, *FAR 52.215-11, Price Reduction for Defective Cost or Pricing Data – Modifications*;
 - (9) Section I Clause entitled, *FAR 52.215-13, Subcontractor Cost or Pricing Data – Modifications*;
 - (10) Section I Clause entitled, *FAR 52.219-16, Liquidated Damages – Subcontracting Plan*; and
 - (11) Section I Clause entitled, *FAR 52.243-2, Changes – Cost Reimbursement*.

- (b) The maximum fee reduction in any one-year period of Contract performance is the allocated *Annual Award Fee*, as defined in the PEMP that can be earned in the one-year period the event occurred.

B.10 SMALL BUSINESS SUBCONTRACTING FEE REDUCTION

For the purpose of implementing this Clause, the percentage goals established in the Section J Attachment entitled, *Small Business Subcontracting Plan*, will remain in effect for the duration of the Contract.

- (a) The Contractor's performance in meeting small business performance percentage goals in accordance with the Section H Clause entitled, *Self-Performed Work* and the Contractor's *Small Business Subcontracting Plan*, will be evaluated at the end of each performance period indicated below. The evaluation will be based on the small business subcontracting for each specific contract performance period.
 - (1) At the end of the Base Period;
 - (2) At the end of Option Period 1 (if this option is exercised); and
 - (3) At the end of Option Period 2 (if this option is exercised).
- (b) If the Contractor has not met any or all of the subcontracting goals, and/or has failed to provide meaningful involvement for small businesses, the Contracting Officer may reduce the annual award fee earned for the last year of each performance period. The reduction amount may be up to 25% of the annual award-fee criteria earned for the last year of the Base Period, 15% for the last year of Option Period 1, and 10% for the last year of Option Period 2.

B.11 ALLOWABILITY OF SUBCONTRACTOR FEE

- (a) If the Contractor is part of a teaming arrangement as described in FAR Subpart 9.6, *Contractor Team Arrangements*, the team shall share in the *Total Available Fee* as shown in B.2, *Type of Contract*, paragraph (d)(5). Separate, additional subcontractor fee is not an allowable cost under this Contract for individual team members, or for a subcontractor, supplier, or lower-tier subcontractor that is a wholly-owned, majority-owned, or affiliate of any team member.
- (b) The subcontractor fee restriction in paragraph (a) does not apply to members of the Contractor's team that are: (1) small business(es); (2) Protégé firms as part of an approved Mentor-Protégé relationship as identified in the Contractor's Diversity Plan as per the Section H clause at DOE-H-2046, Diversity Program; (3) subcontractors under a competitively awarded firm-fixed price or firm-fixed unit price subcontract; or (4) commercial items as defined in FAR Subpart 2.1, *Definitions*.