

## E-Commerce Agreement Contract

This E-Commerce Agreement (ECA) between Fluor Hanford (Buyer) and \_\_\_\_\_ (Contractor) describes the basis for how business will be conducted between the parties, detail terms that will apply, and provides the method to accomplish contract transactions.

### 1) DEFINITIONS

**Whenever used in this document, the following definitions shall be applicable unless the content indicates otherwise.**

The term "Buyer" shall mean the company (under DOE Prime Contract No. DE-AC06-96RL13200) entering into this Contract with the Contractor. The term "**buyer**" shall mean the Contract Specialist or authorized purchasing agent representing the company issuing this Contract.

**Contractor** shall mean the company, person, or organization performing work under this Contract. For FH Contracting purposes, the term "Contractor" generally refers to vendors, sellers, and suppliers.

**End-User** shall mean the Pcard (credit card) holder, who places orders on the Contractor's web site.

### 2) PURPOSE

- a) This E-Commerce Agreement (ECA) as revised and dated above is a material part of the contract referenced above. The terms herein supplement, and where appropriate replace, the Buyer's General Contract Terms cited in the contract to specify how electronic commerce will be conducted between the two parties. This agreement specifies details in how transactions will be conducted and signals the intent of both parties to form binding contracts using the process described herein. This agreement does not establish or form an obligation on the part of either party outside of the scope and terms of the referenced contract.
- b) This agreement may only be modified in writing signed by both parties.

### 3) SCHEDULES

- a) Attachment A provides the complete identification of Buyer and Contractor including authorized administrative personnel and delivery locations.
- b) Attachment B describes the process for ordering, delivering and returning products under this contract including shipping, marking and handling requirements.
- c) Attachment C describes the products which may be ordered or which are restricted from ordering under this contract and specific pricing and terms for those products.
- d) Attachment D describes the Privacy Plan and is to be posted on the Contractors website.
- e) Attachment E describes the Data Theft Contingency Plan and is to be posted on the Contractors website.

### 4) CONTRACT FORMATION

- a) End-User may place orders with Contractor for Products using the process described in Attachment B.
- b) A binding order for the products will be formed when the End-User transmits a complete and legible order to the Contractor and receives an order confirmation number.
- c) For this purpose, orders and confirmations transmitted via the Internet will be deemed "writings" under the Uniform Commercial Code.

### 5) SCOPE

- a) The Buyer agrees to purchase from the Contractor and the Contractor agrees to sell to Buyer the products more specifically described in Attachment C ("Products").
- b) Unless specified otherwise in the contract, Buyer is obligated to purchase in mutually agreed standard package quantity.
- c) Notwithstanding the above, Buyer is not obligated to purchase any minimum quantity or amount under this ECA.

**6) DISPUTES AND DISAGREEMENTS**

- a) Buyer and Contractor agree to negotiate in good faith to resolve problems, questions and disputes in a mutually agreeable manner.
- b) Where improvements and clarifications can be made in the business processes contemplated by this agreement, both parties agree to incorporate such changes as long as they are not significantly more costly or onerous.
- c) Billing, shipping and charging disputes should be addressed and resolved directly between the End-User who placed the order and the Contractor where possible. If satisfactory resolution is not achieved, then the issue will be escalated to the Buyer and Contractor principle contacts.
- d) In the event of a dispute that cannot be resolved by the parties to this subcontract, the parties agree to submit the dispute to alternative dispute resolution (ADR) and waive any rights to adjudication by a court of competent jurisdiction. ADR can be either arbitration or mediation, with each party agreeing to selection of a single arbitrator or mediator, respectively. The costs of such arbitration or mediation shall be borne equally."

**7) TRANSACTIONAL LIMITS**

- a) Only standard catalog items identified in Attachment C may be ordered under this agreement.
- b) Contractor agrees to verify all line item transactions that exceed \$5,000 with the End-User before processing to verify that a computer error has not been made.
- c) Computer to computer ordering will not be allowed under this agreement. (No automatic computer orders)
- d) End-User profiles shall not be used to transmit any advertisements or other Seller generated communications.

**8) PRICING AND PAYMENT**

- a) Product pricing is specified in Attachment C. Contractor warrants that said prices are commercially competitive. If the competitive prices for any product change significantly during the term of this agreement, the price will be adjusted as mutually agreed or the item will be deleted from this agreement without further obligation to either party.
- b) Prices charged on a per-unit basis for items ordered will be the only charges against this contract. No additional or extra charges will be authorized unless identified and agreed to by the End-User when issuing an order (such as an expedited freight charge).

**9) SOFTWARE / HARDWARE**

- a) The on-line software system used for ordering is the property of the Contractor. Contractor agrees to grant access through the Internet to designated buying personnel. Any cost of ownership, operation or dispute with regard to the software is the Contractor's responsibility.
- b) Subject to termination of this Agreement, access to the ordering software will be granted by the Contractor to Buyer's designated personnel and will not be terminated or withdrawn without concurrence of the Buyer.
- c) Access will be by the Buyer's commercial Internet browser either IE version 5 or greater or Netscape version 5 or greater.
- d) Contractor agrees that if material changes are made in the on-line ordering software that reasonable training and/or instructions will be provided to Buyer's End-Users as needed to maintain effectiveness of the ordering process.
- e) If the buyer considers the Contractor's changes to be a significant impact to the End-Users and/or effectiveness of this agreement, then the buyer has the right to discontinue using the agreement at no cost or obligation.
- f) The on-line software system must provide an account security feature, not to exceed 5 failed attempts, for logon.
- g) It is preferred that the Contractor's on-line ordering site have the functionality to block items. The blocking of items will prevent the Buyer from ordering the product(s).
- h) If the Contractor's on-line ordering site is unavailable, the Contractor will send an email notification to the eStore team; Karin Garcia, Chris Hopkins, and Shannon Malisani. The Contractor shall restore the site within 24 hours of notifying the eStore team. While the site is unavailable, the Buyer may phone or fax orders to the Contractor.

## 10) SECURITY FOR ONLINE ORDERING

- a) Buyer and Contractor agree to work reasonably together to provide mutual security and safety in using online ordering. Security and Safety procedures must be identified and agreed upon by Buyer and Contractor. In the event of a security discrepancy or failed security system, the buyer has the right to discontinue using this agreement at no cost or obligation.
- b) The order entry process will be secured by using SET or SSL technology or in a way that is mutually agreeable.
- c) Buyer's credit card (VISA) numbers will not be stored by the Contractor. In addition, access to End-User profiles and credit card information will be limited to only the Contractor's personnel with a direct need to know, and carefully controlled by the Contractor.
- d) Contractor will validate the End-User's card number and name for each order.
- e) Information about security issues will be shared by Buyer and Contractor system administration personnel as needed for the mutual protection of both parties.
- f) End-User information cannot be publicly posted unless agreed upon by both the Buyer and Contractor.
- g) Buyer and Contractor agree that only a limited number of people will have password and/or security profiles which permit access to the ordering process, security arrangements and/or End-User information.
- h) The "User Name" at sign in should consist of one of the following options:
  - (1) User 1<sup>st</sup> initial and last name with no spaces. (example: jsmith)
  - (2) User 1<sup>st</sup> and middle initial and last name with no spaces. (example: jmsmith)
  - (3) If 2 users have the identical 1<sup>st</sup>, middle, and last name, then a numeric character will be added at the end of the name. (example: jsmith2)
- i) Passwords will not contain Fluor Hanford specific information, such as the Hanford Identification Number (HID).
- j) Both parties agree to control End-User passwords and access in a way that assures only authorized people can place orders or view credit card information. New passwords will be forced on End-Users every 6 months. End-User access will be terminated within 24 hours, when P-Card Administrator notifies Contractor.

### Password Makeup:

- At least 8 non-blank characters
- Combination of letters and numbers with at least one special character within the first seven positions
- Does not use personal information
- Does not use plain dictionary words in any language

### Password Protection

- End-Users may request a new or change their existing password via a secure method. (ie.e. phone or mail. NOT email)
  - End-Users must receive a new password, if they forget their existing password. Contractor must have a "forget your password" button on their web site.
  - Upon initial logon new End-Users will be forced to change their initial password via the Contractor's site or the Contractor will set initial passwords to meet requirements of Section 9i.
  - When passwords are entered each character must be suppressed to prevent any security violation.
  - Passwords and any related information will not be posted in any public accessible area.
  - Site must require End-Users to enter their password each time they logon and passwords can not be saved.
  - Passwords will be changed every six (6) months.
  - Passwords are not stored in Clear Text.
- k) Both parties agree to share information between system administration or operation personnel which might affect the security or operation of this ordering agreement with respect to system security, virus concerns, scams, spam, fraud attempts hacker attacks, firewall violation, etc. as might be applicable.
  - l) Credit Card number will be suppressed in full (once the Buyer leaves the check out page, the CC# is suppressed or the field will be empty)
  - m) Buyer prefers the check out panel have a time out feature.

**11) CONTRACTUAL PRIVACY**

- a) The form of this agreement may be used by both parties to develop similar ordering processes, however the specific details of products purchased, End-User profiles and pricing are business sensitive and may not be disclosed to third parties without prior written consent of the other party. Buyer may advise End-Users of the pricing structure for ordering and accounting purposes.
- b) Contractor agrees to post and maintain an on-line privacy policy, which protects Buyer and End-User information from disclosure to third parties without the express written permission of the Buyer.

**12) TRAINING MATERIALS AND DOCUMENTATION**

- a) Contractor agrees to provide reasonable training information and materials to assist buyer in training End-Users on the use of the Contractors on-line ordering system.
- b) Training materials provided may be duplicated and distributed to End-Users by the Buyer without extra charge.
- c) Contractor agrees to provide reasonable in-depth training and assistance to Buyer's administrative personnel.

**13) PERFORMANCE CRITERIA AND MEASUREMENT PROCESS**

- a) Buyer and Contractor agree to work together to develop performance criteria and measurements for the mutual satisfaction of the End-Users.
- b) Contractor will supply usage and activity reports in MS Excel TM format to the buyer on a regular basis. (Frequency of reports will be as mutually agreed upon between Contractor and Buyer).
- c) Contractor is responsible for the End-User satisfaction with the ordering process and the products ordered.
- d) Contractor will address adjustments, returns, shipment errors, directly with the End-User and resolve to mutual satisfaction.
- e) Satisfactory performance by the Contractor will be evaluated by surveying End-Users, receiving, shipping and/or administrative personnel and by checking the pricing structure and charges
- f) In the event that issues and/or problems arise which cannot be mitigated, the Buyer reserves the right to stop using or limit use of the Agreement and/or cancel with 30 days notice at no obligation or charge.

**14) RECORDS**

- a) Contractor agrees to maintain an electronic record of each transaction for a period of 1 year.
- b) Buyer will be granted reasonable access to the electronic records upon request

**15) TERM**

- a) The validity period of this agreement is concurrent with the referenced contract.
- b) Transactions do not set a precedent for continued ordering and/or future orders.

**16) DELIVERY**

- a) The Contractor will deliver the routinely ordered products FOB the Buyers facility identified in attachment A in the timeframe specified in Attachment B. Delivery charges and costs are included in the product pricing unless specifically identified and agreed to by the End-User at the time an order is entered.
- b) In the event the Contractor's delivery is later than the agreed delivery date as specified in Attachment B, the Buyer may request consideration from the Contractor. The Contractor agrees to negotiate consideration for the late delivery and provide the Buyer with an equitable adjustment.

**17) NOTICES**

- a) For the purpose of operating procedures, process and administrative matters, Buyer and Contractor agree to use e-mail notices.
- b) Legal notices regarding this agreement must be made in writing.

**18) WARRANTY**

- a) Unless otherwise specified and agreed in Attachment C or at the time an order is placed, Warranty for the products supplied will be as published in the Contractor's Standard Catalog.

**19) ASSIGNMENT**

- a) This agreement may not be assigned by either party in whole or in part without the express written consent of the other party.

**20) LAWS AND REGULATIONS**

- a) Contractor shall comply with all applicable federal, Washington State and local laws and ordinances and all pertinent lawful orders, rules and regulations. Contractor shall act as an independent entity and not as an agent or employee of Buyer or the Government.

**21) FORCE MAJEURE**

- a) Buyer and Contractor shall not be liable for delays in performance due to causes beyond the parties reasonable control or for delays of the Contractor's suppliers at any time if the delay is beyond the control of both the Contractor and its suppliers and without fault or negligence of either.



**Attachment B -  
Ordering process details specific to this Contract and Products**

1. Orders will be made by End-Users logging into the Contractor's on-line ordering system using the Buyer's Internet connection.
2. Catalog must display a complete catalog description and the unit of issue for each item.
3. Contractor's on-line ordering site has a search function.
4. Order Entry/Shopping Cart
  - a. Items are added to the shopping cart from the catalog page
  - b. End-User may view their cart
  - c. End-User may make changes to the items in their card (i.e. change quantities)
  - d. Additions and deletions are easy to make
5. End-Users will select items from the Contractor's catalog, which includes the list of products as identified in attachment C and generate an order.
6. Contractor's system will assign a unique order number for each order.
7. Email acknowledgement of all new orders will be sent within 24 hours to:
  - a. The End-User who placed the order
  - b. And another email address provided by the Buyer.
    - i. **Include the following Information:**
      - **End -User Name**
      - **Deliver to Address information**
      - **Requestor Delivery Address (Area/ Building/ Room)**
      - **Log Number(PO Number)**
      - **Contract Number**
      - **Line item detail**
8. Items ordered from Exhibit 1 will be delivered to the designated delivery location within 2 business days of the order placement, unless otherwise agreed upon by the End-User.
9. Orders or partial orders, which cannot be delivered within 2 working days will be identified by the Contractor and the Contractor will contact the End-User by phone or email. End-User will be allowed to confirm that the order should be continued, cancelled (with no obligation) or shipped partial and back ordered.
10. Each order will be packaged separately and clearly identified as identified below.
11. Errors, damage, shortages, questions about products shipped or returns will be handled between the Contractor and End-User.
12. Delivery Hours: 7:30 AM – 4:00 PM Monday –Thursday and 7:30 AM – 3:00 PM Fridays, except scheduled Fridays off. NOTE: Buyer observes an 8x9-working schedule with alternate Friday closures. Contractor is responsible to confirm closure dates and delivery hours before scheduling deliveries.

**Delivery Address:**

Fluor Hanford  
2355 Stevens Drive, 1163 Bldg.  
Richland, WA 99352

**List of Yearly Holidays:**

January - New year Day  
February – President's Day  
May – Memorial Day  
July – Independence Day  
September – Labor Day  
November – Thanksgiving + 1 Day  
December – Christmas + 1 Day

Packaging Requirements:

Contractor will package each order into separate packages. Each package will have a delivery label affixed that contains the following information:

- Deliver to Name
- Log Number (PO Number)
- Requestor Delivery Address (Area/ Building/Room)
- Contractor's Order Number/Unique Tracking Number
- Contractor's Name/Address
- E:Store Order
- **Contract Number**

The maximum weight of each package will not exceed 35 pounds.

A packing list will be included on the outside of each package that contains the following information:

- Deliver to Name
- Log Number (PO Number)
- Requestor Delivery Address (Area/Building/Room)
- Contractors' Order Number/Unique Tracking Number
- Contractor Name/Address
- Description of contents/Passport Catalog ID (as applicable)
- **Contract Number**

Contractor will furnish a delivery manifest listing all orders delivered by the order number. This manifest is to be presented to the Central Receiving personnel at time of delivery for signature as acknowledgment of order delivered.

Returns/Receipt of Incorrect or Damaged Material

In the event Contractor ships incorrect or damaged products, the return will be coordinated between the Contractor and End-User. Ordering errors by the End-User will not be returned for line items valued at less than \$50. Reasonable restocking fees and return freight may apply for line items valued at \$50 or greater ordered in error by the End-User following issuance of a Return Goods Authorization by Contractor.

Products will be shipped FOB Destination. If the End-User request priority shipping, the following guidelines shall be followed:

Weight:

Federal Express Air Freight – Under 150 lbs. Freight Collect. Reference Account Number 1882-8818-9. Do Not Insure, Do Not Declare Value

**Attachment C -  
Products and pricing structure.**

Payment will be made by Buyer's credit card supplied by the End-User at the time an order is placed on the Internet. Contractor will validate the credit card number before processing each transaction. **Validation will be directly from the Contractor's web site to their bank, no manual Credit Card validation is allowed. Contractor will provide level three (3) data capture that includes the Buyer's Log Number. Level 3 data is the following: Log Number, Line Item Detail, and Total Order Value.**

Other payment forms and terms are not allowed under this agreement.

- The prices for the products identified on Exhibit 1 are at a \_\_\_\_\_ % discount, when these products are purchased via the Contractors' on-line ordering site.
- The prices for the products identified on Exhibit 1 are at a \_\_\_\_\_ % discount, when these products are purchased via phone, fax, or walk in.

The products identified on Exhibit 1 may be updated from time to time to add and/or delete product. The addition or deletion of products will be approved by the Buyer.

- Prices for products, other than those identified on Exhibit 1 are at \_\_\_\_\_ % discount, when these products are purchased via the Contractor's on-line ordering site.
- Prices for products, other than those identified on Exhibit 1 are at \_\_\_\_\_ % discount, when these products are purchased via phone, fax, or walk in.

**The Contractor has the option of providing pricing as stated above or as a single discount for all products.**

- The Contractor will track our purchases by ordering method (on-line vs. phone, fax, or walk in) and by Hanford Contractors (i.e. Fluor Hanford, CH2MHill).

*If the Contractor is offering rebates, please use the format below to identify the rebate structure. It is requested that separate rebates be given by ordering method and Project Hanford Contractors; therefore, yearly purchases by ordering method from FH and CH2MHill Hanford Group must be tracked separately.*

**Rebates – Year End**

\$0-\$400,000.00 = \_\_\_\_\_ %  
\$400,000.00 and higher = \_\_\_\_\_ %

**Example**

\$0 - \$400,000 = 1% rebate,	
\$400,000 and higher = 1% rebate	
YDT Sales for CHG = \$500K	YDT Sales for FH = \$700K
CHG rebate for 400K = \$4,000	FH rebate for 400K = \$4,000
CHG rebate for 100K = \$1,000	FH rebate for 300K = \$3,000
Total CHG rebate = \$5,000	Total FH rebate = \$7,000

Total Rebate will be combined total of the 2 areas.

or Rebates can be proposed based on the what ordering method was used; on-line vs. phone, fax, or walk-in.

**Rebates – Year End**

\_\_\_\_\_ % rebate for order placed on-line  
\_\_\_\_\_ % rebate for orders placed via phone, fax, or walk-in

**Example**

2% rebate, sales = \$500,000; rebate \$10,000  
1% rebate, sales = \$200,000; rebate \$ 2,000  
Total rebate issues is \$12,000

The Contractor would break down this rebate into two checks; one for Fluor Hanford and one for CH2MHill, because the total sales amount is comprised of both companies' purchases.

**Rebate Summary:**

Option 1: Rebate percentage based on yearly spend for all purchases regardless of ordering method. Separate rebates will be issued for Fluor Hanford and CH2MHill based on each contractor's spend.

Option 2: Rebate percentages based on ordering method: one for purchases made via on-line and another for purchases made via phone, fax or walk-in. Separate rebates will be issued for Fluor Hanford and CH2MHill based on each contractor's spend.

\*\*\*\* See Exhibit No.1 spreadsheet for the list of products that can be purchased under this E-Commerce Agreement.

Attachment D  
Privacy Plan  
EXAMPLE

## ENSURING MAXIMUM CONFIDENTIALITY AND PRIVACY

At, \_\_\_\_\_ we place great value on your privacy and its protection. We believe the issue of privacy and security of information forms the core of our online relationship with you and every customer who purchases our products and services via our Website. Our objective is to ensure that maximum confidentiality and privacy is maintained at all times and to the greatest degree possible. Following is an overview of our Privacy Policy and how information about you, your company and your account is collected, managed and protected.

- We will never give or sell personal or confidential information about you, your company or your account to any third party not affiliated with your transaction except as required by law, or necessary to provide the services requested by you, or as requested and authorized by you to do so.
- We will make your personal information available to those individuals, business partners and third parties who must have access to it in order to meet your needs.
- We will employ security technologies **and best business practices** to protect your personal information from disclosure or theft.
- We will provide the means for you to maintain control over your personal information and its removal from our database.

**If you ever feel that (Contractor's Name) is not adhering to a strict Privacy Policy or is in some way compromising the integrity or security of your personally identifiable information, please contact (Contractors name), (Customer Service), (Contractor's e-mail address).**

## How We Collect and Use Information About You and Your Account

To best meet your needs and provide the highest possible level of customer service, we need information. When you register with *(Contractor's name)* browse our Online Catalog, place an Online Order, or otherwise access our Website, we collect and store information including your name, title, company, shipping and billing addresses, phone number, fax number, email address, login ID, password, product selections, credit or other payment information, Uniform Resource Locator (URL), Internet Protocol (IP) address, and other demographic and profile data necessary to enable our business relationship. This information has only one purpose—to assist us in providing you with high quality, efficient and personalized services while making your use of our Website faster and easier. We use the information collected only for the purposes of registering you as a **(Contractors Name)** customer, enabling you to access secure areas of our Website, processing and fulfilling your orders, informing you of your order status, and certain other functions. This information is strictly confidential and is shared only among those people and entities that require it in order to meet your business needs.

## **You Are Responsible for Protecting Information and Systems on Your Premises**

Some information about your company and your packages may be stored in shipping systems located on your premises. If you are concerned about the security of information in these systems you should secure it by activating passwords and using physical access controls. When these systems (hardware or software) are provided by **(Contractor's Name)** we provide tools to facilitate these efforts to safeguard your information.

## **Security—Your Secrets Are Safe With Us**

Through the use of tools such as secure servers, passwords, firewalls, Secure Socket Layers (SSL), encryption and security software, your personally identifiable information is safeguarded to the maximum extent possible. We take every measure necessary to ensure that your information, including credit transactions and order fulfillment activity, is protected from loss, misuse, alteration or theft while under our control—both online and off-line. Example: while on a secure page, such as our Order Form, you'll note a security message at the bottom of the screen in Web browsers such as Netscape Navigator and Microsoft Internet Explorer. This means that all information and activity is secure from outside observation or access. If you have specific questions about Security in the **(Contractor's name)** Website, please send an email to **(Contractor's contact name), (Customer Service), (Contractor's email)**.

## **E-mail & Your Opt-Out Option**

From time to time, we may send you email messages about site updates, or other information of special interest to you. However, if you prefer to ease your email load or just aren't interested in the information, you can opt-out of our email program by simply following the "unsubscribe" instructions contained in each email message.

## **Correcting, Updating or Deleting Your Personal Information**

From time to time, it may become necessary for you to alter the personally identifiable information we have about you or your account (a new zip code, phone number, title, etc.). We have established simple ways for you to correct, update or remove your personal data. This can be accomplished online at our Web site by clicking on "Contact Us" and filling out a new profile form provided on the Current Customer page. In the comments area, state the need to update or delete your personal file. For modifications to your account set-up, contact your Account Manager.

**Attachment E**  
**Website Data Theft Contingency Plan**  
**EXAMPLE**

**(Contractor's Name)** utilizes the Internet to provide a variety of features to our customers. In the course of conducting business functions via the Internet, we store data related to those functions within our systems.

To protect the sensitive data that belongs to our customers, we have implemented a number of processes. These processes include, but are not limited to, encrypting data and utilizing Secure Hypertext Transfer Protocol (HTTPS).

In the event that our processes fail to prevent the theft of sensitive data, we will undertake the following:

- Customers that may be impacted by any data theft will be notified.
- Notification that data has been compromised will be given to the vendor bank within 4 hours of the Electronic Commerce Specialist obtaining this knowledge.
- At the request of the customer, we will place on record the contact information for any impacted financial institution (i.e. credit card issuer) and notify said institution within the same time frame as given above.
- We will communicate to the customer whatever information may aid their efforts to prevent data theft from causing harm to their organization. This may include an estimate of the number of records, End-Users, or accounts involved.
- Following any event that involves compromised data, we will collect feedback from the impacted customers. This feedback will be used to adjust this process to better serve our customers in any future event.

In the event that a customer notices unusual activity that they suspect may be related to the Electronic Commerce functions of **(Contractor's Name)**, they are urged to provide this information to the Information Technology Director at **(Contractor's Name)** **(Contractor's email address)**. Please do not hesitate to contact us.