

Perfect Penguin IT

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Proposal for CMS Development for INEOS Fluor Website, on behalf of
Manifest Communications
Revision 1

Perfect Penguin IT Ltd.
2nd August 2005

Table of Contents

1.1	Project Summary	3
1.2	Consultancy & Services	3
1.3	Front-end Site Structure & Navigation.....	3
1.4	Back-end Administration System	4
1.5	Summary of Investment.....	5
1.6	Hosting Environments	6
	Perfect Penguin IT: Terms and Conditions of Business	7

1.1 Project Summary

The Client, INEOS Fluor, have approached Manifest Communications with a view to them redeveloping their existing, primarily static, HTML website into a visually modified, completely database-driven site with full content management capabilities. The client has requested that this system be developed using PHP as the scripting language and MySQL for the database server; all of which should operate from a Linux platform. Currently the client has an un-managed, dedicated, Cobalt RAQ server housed with a UK ISP and it their intention to either host the new website on this existing facility or possibly to migrate their hosting requirements as part of this project.

In the short term at least, it is expected that the 'new' site will contain exactly the same content as that held in the current version and to accommodate this, all existing content will need to be ported to the new content management system (CMS). The client, however, has made it clear that this task will be undertaken by their own administration staff once the appropriate CMS management tools have been made available. There is one exception to this in respect of the 'News' system which exists in the current site; this is a database driven module which dynamically obtains data from a MySQL database using ASP scripts running on the Chillisoft ASP server model. As part of this project, the existing facility and its corresponding data is to be migrated.

The client has already specified in their initial brief that the site should be optimised to accommodate visitors with a resolution of 1024x768 pixels or higher with the actual content/design area being able to scale to the available browser 'real-estate'.

1.2 Consultancy & Services

Within the overall scope of this project, Perfect Penguin are to develop and implement both the back-end CMS management tools (via our PerfectAdmin application) and also the front-end navigation and data integration in conjunction with Manifest's new designs. We would suggest that for maximum speed, efficiency and flexibility, the back-end administration tool is not bound to a particular design template instead being formed of strategically developed CSS templates and/or frames, which can be tailored to the clients preferred colour scheme. This low bandwidth footprint will ensure that administrative tasks can be performed with maximum responsiveness and minimum latency.

Due to the dynamic nature of any CMS system, particular care has to be taken in respect to the placement and design of any navigation systems and Perfect Penguin and Manifest will work closely on this aspect to ensure the best possible end-user experience whilst working within the necessary dictates of the approach.

1.3 Front-end Site Structure & Navigation

We would suggest that the ideal site structure which offers both a good level of expandability along with being able to comfortably accommodate the existing schema would be as follows:

Initial 'Specify Your Region' welcome page where the visitor would choose from Europe, Asia or US which would subsequently set a cookie and session variable to ensure that only region-specific content is shown. The chosen region would be echoed within the site (maybe at footer level) with a 'Change Region' link.

TOP LEVEL SECTIONS – these can contain any combination of sub-sections and/or pages.

SUB SECTIONS – each of which can be a single page or contain any number of pages within it.

Sub-SUB SECTIONS – each of which can be a single page or contain any number of pages within it.

Pages and full sections/sub-sections can be hidden from view so they will not appear on the live site. Pages will have the ability to be displayed only for a pre-defined period or can be pre-set with expiry dates. By creating duplicate page names with differing periods of display validity, 'automatic' content changes can occur based upon time.

Each page will have full versioning control with a new version being generated on each edit, date-stamped and acknowledging the author/editor. Versions cannot be published (made live) until they have been approved by an

administrator. Versions can only be deleted by an administrator and current-live versions must first be superseded prior to deletion.

Each page can have any number of supporting documents (such as PDF, MS Word) associated with it which will be available for download from the parent page and also from a global 'Document Repository'. In addition, if a document is flagged as being available in hard-copy (via the corresponding PerfectAdmin module) and the current user is logged-in, an 'Add to Basket' button will appear next to the 'Download Now' link (naming convention for example only). Similar buttons would be dynamically shown on the 'Document Repository'.

A fully dynamic breadcrumb trail can be provided through out the site along with a weighted search engine facility which is capable of delivering results according to a predetermined ranking mechanism. It is confirmed that this search mechanism indexes based upon database content and not flat-files.

In addition to these facilities, there would also be a rewritten version of the current 'News' system, supporting multiple language versions per article with article filtering at section level to allow display of only contextual articles to display at section level, along with dynamically linked user registration and account creation, restricted access to content based on user status. This user registration/restricted access mechanism would enforce pre-approval (by INEOS site administrators) of new applications and restrict that access to one or more pre-defined sections based on the privileges assigned to each log-in.

An optional newsletter tool could be incorporated which would enable plain text or HTML formatted e-mail communications to be bulk issued to specified subscriber bases. Visitors would have the option to register for these through the site.

By creating a 'mirror' preview site (front-end) in a non-public accessible zone, sharing the same global database but with modified queries, administrators and publishers can preview new articles prior to it being published on the live, public facing, site.

1.4 Back-end Administration System

A multi-user, multi-level administration tool which would allow management of the site with the following core features:-

- User log-in via e-mail address and password.
- Admin User Management
- Ability to create, delete and update Sections, Sub-sections, Sub-sub-sections, Pages and Versions.
- Full time and user stamping on all content related operations.
- Page versioning and approval system enables updates not to be published until approved by a suitable administrator.
- Section & Page activation/deactivation enables pages or entire sections to be removed from the site without deletion. These can then be easily re-activated at any time. Pages can also be published on the basis of pre-defined time periods or have expiry dates.
- Page management system to include a regional flag for each page. Only pages with a flag setting that corresponds to the session/cookie flag of the visitor will be shown to the visitor.
- Page management system could include a bespoke module which will allow the corresponding legacy URL of the page on the old (i.e. current as of now) website. This will then dynamically create an ASP file to correspond with the path and filename of the pages legacy equivalent containing the correct redirect script to ensure visitors being referred from out of date bookmarks or search engine results are directed to the correct page. [Optional]
- Document storage upload/delete/allocation module.
- Orders management module to allow site administrators to view and process orders placed for hard-copy collateral.
- Individual sections and pages always keep same URL irrespective of version in use to ensure accurate Search Engine Results.
- HTML WYSIWIG Editor for all page-content management (IE6+ & Firefox 1.1+ Compatible).
- Document Upload and Management.

- News Articles management system; each article can have multiple language versions.
- Database Backup/Restore functions
- Registered User Management functions; extended ability requiring user registrations to be approved and assigned an appropriate level of access (based on a range of pre-defined restricted sections).
- Site Statistics Graphical Reporting System; This system logs accesses to pages (and document download) recording User IP address, Session Variable, Timestamp for verbose and graphical representation in the PerfectAdmin module. Similar information is also collected for user log-ins with the two recording mechanisms being linked. [Optional].
- Newsletter/Mailing List Management Tool [Optional]

1.5 Summary of Investment

Item/Service	Unit Cost (£)	Qty.	Total (£) Exc. VAT.
Back End CMS Development Core – incorporating modifications from original specification as illustrated above.	4,940.00	1	4,940.00
Front End Development	1,820.00	1	1,820.00
Front End Design Code & Application Integration– incorporating modifications from original specification as illustrated above.	2,860.00	1	2,860.00
Client Handover Training (1 day, on-site)	520.00	1	520.00
Legacy Page Creation System – to allow seamless forwarding between specified .asp page URL's and new CMS pages. [Optional Component]	650.00	1	650.00
Graphical Statistical Reporting Tool. [Optional Component]	520.00	1	520.00
Newsletter Mailing Management Tool. [Optional Component]	780.00	1	780.00
Manual Content Migration Service, based on 600 static pages, migrating current content and images as-is without modification between existing & new site. [Optional Component]	3250.00	1	3250.00
Total Core Development Cost:			£10,140.00
Optional Items:			£5,200.00
Total Item Cost:			£15,340.00

Prices are subject to VAT, which will be added at the time of invoice subject to the prevailing rate. All products and services are subject to Perfect Penguin IT's Terms and Conditions, attached, terms are strictly 14 days less a mandatory deposit for fixed project costs (i.e. equipment and/or known service costs) of 25% net of VAT.

1.6 Hosting Environments

The specification of the hosting platform required for the above solution requires that the PHP version be 4.1 or greater and the MySQL version be 3.23 or greater although version 4.0.23 is preferred for optimum use of the Search facilities. For maximum security, root-level shell access to the server would be required at the time of installation so that directories within the site that the CMS would use for the upload and manipulation of files can have the appropriate permissions set. The alternative to this is that these directories are given a CHMOD value of 777 however this is less secure. Also, depending on the nature of the specific installation of PHP and MySQL on the server, it is often beneficial to have modification access to the php.ini and my.cnf files at the time of installation to ensure maximum performance and security.

The client indicated that they may be willing to consider other hosting options and with this in mind, please find below details of a Perfect Penguin managed, dedicated server which would be suitable for hosting the above proposed development and provide a much higher specification to the existing Cobalt Raq server.

Server Specification:

Intel Celeron 2.0Ghz Minimum
256MB DDR RAM
40GB Hard Disk
Red Hat 9 / Fedora Core 1
10GB Inclusive Monthly Transfer

Server Costs:

One-off setup/configuration Charge: £120.00
Monthly Rental (payable quarterly, in advance): £90.00
Additional Bandwidth (if required, payable quarterly in arrears): £0.01 per MB
Minimum Contract/Notice Period: 3 Months

N.B. This is a typical entry level server ideal for hosting the above project. Other specifications can be quoted on request.

Having evaluated the current monthly data transfer of the INEOS site to be in the region of 5GB per month, hosting the new site on a shared server is not recommended as effective in terms of cost versus performance. Standard shared application hosting costs (£250.00 per annum including 1GB monthly transfer) plus additional bandwidth charges at 0.01 per MB (equating to £480.00 per annum) would total £730.00 per annum as against £1080.00 per annum for a dedicated unit with an additional 5GB per month 'spare' bandwidth allowance.

Perfect Penguin IT: Terms and Conditions of Business

Active: July 2005

1. TERMS OF QUOTATION

1.1 All quotations are subject to the terms of business below and these conditions remain open for a maximum period of thirty days from the date hereof but may be withdrawn at any time without notice. No order is binding on the Seller until accepted by the Seller in writing. Should there be any conflict or inconsistency between these Terms & Conditions of Sale and the Buyer's order or Conditions of Order, these Conditions of Sale shall prevail.

1.2 Quotations for services and development work (including, but not limited to, web/e-commerce sites, database development, bespoke application development etc.) are based solely on the specification provided by the client and any work subsequently executed in relation to such a quotation (and following an order) will be governed by those functions, features and specifications expressly detailed in the quotation. Requests for additional/enhanced functionality will not be undertaken without having first agreed, in writing, the amended price for the project or additional costs per function/feature as requested.

1.3 Orders must be accompanied by all relevant information to enable the Seller to carry out the work including, but not limited to, usernames & passwords, configuration/operational requirements, the database specification, graphical and other website content.

2. SEPARATE CONTRACTS

Each order and its acceptance is to be treated as a separate contract and accordingly if there shall at any time be more than one order in course of performance between the Seller and the same Buyer, and if any question, dispute or difficulty shall arise in respect of one of such orders, neither the existence of such question, dispute or difficulty nor the terms on which it may be settled shall affect in any way whatever any such other orders but shall be without prejudice to the Seller's rights under Clause 5.

3. CANCELLATION

The Buyer shall not be entitled to assume that any purported cancellation of an order either in whole or in part by the Buyer has been accepted by the Seller until the Seller confirms his acceptance of such cancellation in writing.

4. CHANGES

All and any loss of expenses occasioned to the Seller by cancellation under Condition 3 or by changes required by the Buyer in materials, design, quantities or delivery terms from those on which the acceptance of the order was based shall be met by the Buyer. Changes in original specification or order dictated by the Buyer may have a bearing on agreed or provisional delivery dates, for which Perfect Penguin IT Ltd. are not liable in any way.

5. TERMS OF PAYMENT & OVERDUE DEBTS

5.1 Unless otherwise stated, terms of payment are strictly 14 days from the date of delivery of product or any other service to the Buyer. A deposit of 25% net order value is required on receipt of order which is non-refundable upon the cancellation or alteration of an order by the Buyer.

5.2 In the event of cancellation or alteration of the order by Perfect Penguin IT Ltd., any deposits paid will be refunded in full. Any agreed payment terms not honoured by the Buyer will bring an additional interest charge of 2.5% above the bank rate per month or part thereof.

5.3 Perfect Penguin IT Ltd. reserve the right, at our discretion, to re-claim goods where payment is overdue, having given due notice, in which case the Buyer shall be liable for the re-stocking charge of 30%.

5.4 If any payment is in arrears, the Seller shall have the right, without prejudice to other rights, to suspend further deliveries until payment is received whether such deliveries are part of the same order or other orders. Where Internet services are provided by Perfect Penguin IT Ltd. or its subsidiary Perfect Internet, such as Internet connectivity, hosting and/or website design, failure to pay within the terms offered will result in the associated services in their entirety, if it is not feasible to reverse or restrict the services/functionality provided, being withdrawn until all outstanding amounts are paid in full. In such circumstances, Perfect Penguin IT Ltd. accepts no responsibility whatsoever for loss of business as a result of Internet services being reduced or withdrawn.

Hartley & Worstenholme solicitors are instructed to pursue to Perfect Penguin IT Ltd's satisfaction all overdue accounts on the Seller's behalf.

6. BANKRUPTCY OR LIQUIDATION

If the buyer shall make default in or commit any breach of any of his obligations hereunder or if any distress or execution shall be levied upon the Buyer's property or assets or if the Buyer shall make or offer to make any arrangements or composition with his creditors, commit any act of bankruptcy or if any petition or receiving order in bankruptcy shall be presented or made against him, or if the Buyer shall be a limited company and any Resolution or Petition to wind up such company's business shall be passed or presented, or if a Receiver of such company's undertaking, property or assets or any part thereof shall be appointed, the Seller shall have the right forthwith to determine any contract then subsisting and to cancel any outstanding delivery or deliveries and to stop any goods in transit; but all without prejudice to any other right which the Seller may have.

The Seller accepts no responsibility for loss or damage caused to the Buyer's computer equipment or other parts delivered for processing to the Seller by fire, additional perils or theft and the Buyer should insure the same against such risks and for such amount as the Buyer deems necessary.

Unless otherwise agreed the work will be performed to specification as established under the submitted quotation.

7. DELIVERY

7.1 Delivery commitments are entered into in good faith but the Seller shall not be liable for failure to delivery on the specified date, nor shall such failure be deemed to be a breach of the contract, or any of its conditions, or part thereof. Refusal of the Buyer to accept part or whole delivery at the time specified in the contract shall permit the Seller to decline to make further delivery, without prejudice to the Seller's right to recover damages for breach of contract.

7.2 Where the contract calls for delivery by instalments or where the Seller elects to make delivery by instalments each instalment shall be regarded as a separate contract and any defect in any instalment or failure to deliver any instalment shall not give the Buyer the right to cancel the Balance of deliveries due under this or any other Contract between the parties.

7.3 Buyers receiving goods and signing for them as "not examined" must in writing notify carriers and the Seller of any damage within 3 days of arrival goods, otherwise no claim can be upheld. Goods alleged to be damaged before delivery cannot be exchanged or allowed for after they have been accepted.

8. SHORTAGES

Claims for shortage will only be entertained when received by the Seller in writing within 5 days of receipt of goods.

9. FAILURE TO TAKE DELIVERY

Should the Buyer fail to accept delivery of goods as specified the Seller shall not be bound to tender or re-tender the goods but the Seller shall have the right to invoice such goods for immediate payment and reasonable storage charge may be made for goods remaining on the Seller's premises longer than one month. The Seller shall have a lien on all goods and/or materials for any unpaid balance and storage charges due to the Seller and any instalment or purchase money which may have been paid shall be retained. The Seller shall be entitled to postpone or cancel the delivery of such goods without liability on the Seller's part but without prejudice to any right or remedy available against the Buyer.

10. PRODUCT WARRANTIES

Most products are supplied with manufacturers' 'Return to Base' warranty, or optional 'On-Site' warranty. The warranty period commences from the date of delivery, or when Perfect Penguin IT Ltd., or its agents are installing the product, from the date of installation. Please note, that unless otherwise stated, warranties exclude the operating system, software applications, device drivers and customer data and apply to original hardware components only.

10.1 Manufacturer's 'Return to Base' Warranty: If a product fails due to faulty materials or workmanship during the manufacturer's warranty period, then this product will be replaced or repaired free of charge by the manufacturer. The Buyer is responsible for the de-installation of the product and carriage to the manufacturer's premises and is also liable for any carriage, de-installation and re-installation charges that may be incurred by requesting Perfect Penguin IT Ltd. to administer this process on their behalf. The customer is responsible, at all times, for ensuring data is backed up prior to a fault occurring or the equipment being returned to the manufacturer.

10.2 Optional 'On-Site' Warranty (where applicable): If any product fails, which is subject to an 'on-site' warranty agreement, then this product will be attended to at the Buyer's premises within the agreed timescales. The product will then be repaired or replaced at no extra charge to that specified in the warranty agreement. Operating systems, software applications, device drivers and customer data are excluded for all works of this type.

10.3 All software developments, including web/e-commerce sites, databases and/or other, bespoke applications are supplied with a limited, 90-day warranty, unless otherwise stated. This period accommodates the discovery and reporting of bugs & faults, which the Supplier will undertake to correct. The Seller will not accept requests for new or enhanced functionality during this period. After this period, the Buyer accepts all bugs, faults, in-accuracies in the software, but may purchase additional maintenance or services to amend, correct or redevelop the product at their discretion.

11. RISK & RETENTION OF TITLE

Risk of loss and responsibility for the equipment pass to the Buyer on delivery, but the title does not pass to the customer until the goods are paid for in full.

If the customer shall enter into liquidation, have a winding-up order made against it, or have a receiver appointed over its assets, income or any part thereof before title has passed in accordance with this condition the Perfect Penguin IT Ltd. shall be entitled, immediately after having given such notice, to enter the customer's premises with such transport as may be necessary to repossess any and all equipment to which it has title. No liquidator or receiver of the Buyer shall have the authority to sell equipment to which Perfect Penguin IT Ltd. have title.

12. LOSS OF DATA & DATA BACKUP DEVICES

Perfect Penguin IT Ltd. accepts no responsibility for the incorrect, improper or non-function of backup equipment, software, procedures or media whether supplied or simply attended to by the company. Faulty equipment should be dealt with by the customer and in accordance with the manufacturer's warranty conditions and the regular operation, maintenance and verification of backup procedures (and media contents) is the sole responsibility of the customer unless an applicable maintenance agreement, which includes clauses referring to the responsibility for backup of data, is agreed in writing by a director of Perfect Penguin IT Ltd. At no time does Perfect Penguin IT Ltd. accept responsibility or liability for the loss of customer data through faulty equipment, software, procedures or media.

13. INTERNET SERVICES

Perfect Penguin IT Ltd. and its subsidiary Perfect Internet provides a number of Internet related products and services for which the following terms and conditions apply:

13.1 Domain name registration/renewals are provided on the basis that Perfect Penguin IT Ltd. will endeavour to act in the best interests of the client and provide services during the registration period where the company is the recorded 'Technical Contact' for domain name enquiries. As such, all domain name customers are required to provide Perfect Penguin IT Ltd. with the authority to renew their registration automatically upon its expiry. Failure to provide the company with the appropriate authority or advance notification will result in the domain name being 'de-tagged' and no longer registered to the client. Perfect Penguin IT Ltd. take no responsibility for any domain name, in such circumstances, from being registered by other parties. The re-registration of domain names following their expiry will incur registry charges for which the client is entirely responsible.

13.2 Web hosting services are provided without a formal service level agreement unless specifically agreed in writing by Perfect Penguin IT Ltd. Irrespective of the origins of a web site or web-based applications, email account settings, usernames and passwords, it is the customer's

Proposal for CMS Development for INEOS Fluor Website, on behalf of Manifest Communications

responsibility to take proper precautions against loss of data and business through web server failure including the use of suitable backup measures.

13.3 Web site design and web-based application development are provided on the basis that, following production and payment in full, the copyright transfers to the customer. At this time it becomes the customer's responsibility to ensure that precautions are taken to ensure full and adequate backup measures are in place. Perfect Penguin IT Ltd. accepts no responsibility whatsoever for the subsequent loss of data, web site or application code or images.

14. ON-SITE SERVICES: EXPENSES & TRAVELLING TIME

Day rates, where applicable, are inclusive of out of pocket expenses and reasonable travelling time. Out of pocket expenses do not include overnight accommodation, associated subsistence or rail and air travel which will be charged separately at cost when required.

15. INTERPRETATION

The contract shall, in all respects operate and be construed as an English contract and be governed by English law.