



State of West Virginia  
 Department of Administration  
 Purchasing Division  
 2019 Washington Street East  
 Post Office Box 50130  
 Charleston, WV 25305-0130

# Purchase Order

**PURCHASE ORDER NO.**  
 JITLECT02

**PAGE**  
 1

**BLANKET RELEASE**  
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CORRECT PURCHASE ORDER NUMBER  
 MUST APPEAR ON ALL PACKAGES,  
 INVOICES, AND SHIPPING PAPERS.  
 QUESTIONS CONCERNING THIS PUR-  
 CHASE ORDER SHOULD BE DIRECTED  
 TO THE BUYER AS NOTED BELOW

**CHANGE ORDER**

**SEE REVERSE SIDE FOR  
 TERMS AND CONDITIONS**

ALL STATE AGENCIES  
 AND POLITICAL SUBDIVISIONS  
 VARIOUS LOCALES AS INDICATED  
 BY ORDER

\*709053723 304-472-9520  
 MPL CORPORATION  
 PO BOX 2226  
 BUCKHANNON WV 26201

SHIP TO

AGENCY COPY  
 ALL STATE AGENCIES  
 AND POLITICAL SUBDIVISIONS  
 VARIOUS LOCALES AS INDICATED  
 BY ORDER

DATE PRINTED	TERMS OF SALE	FEIN/SSN	FUND
11/01/2002	NET 30	550654214	
SHIP VIA	F.O.B.	FREIGHT TERMS	ACCOUNT NUMBER
BEST WAY	DESTINATION	PREPAID	MUL-MUL

LINE	QUANTITY	UOP	VENDOR ITEM NO.	UNIT PRICE	AMOUNT
	DELIVERY DATE	CAT. NO.	ITEM NUMBER		
			STATEWIDE CONTRACT FOR (MULTIMEDIA COURSEWARE DEVELOPMENT)  AGREEMENT	JIT LECTURES DEVELOPMENT)	
			THIS AGREEMENT CONSTITUTES THE ACCEPTANCE OF CONTRACT MADE BY AND BETWEEN THE STATE OF WEST VIRGINIA BY THE PURCHASING DIRECTOR FOR AND ON BEHALF OF ALL STATE AGENCIES AND MPL CORPORATION FOR:		
			JUST IN TIME LECTURES (JITL) MULTIMEDIA COURSEWARE DEVELOPMENT		
			SERVICE BEGINNING NOVEMBER 15, 2002 AND EXTENDING UNTIL NOVEMBER 14, 2003. ALL IN ACCORDANCE WITH THE AGREEMENT ATTACHED HERETO AS A PART HEREOF.		
			SCHEDULE OF PAYMENT:	FEE \$ SEE ATTACHED	
			\$ PER ATTACHED	TRAVEL EXPENSE \$ -0-	
				OTHER EXPENSE \$ -0-	
				TOTAL \$ OPEN-END	
			EXECUTION OF THIS AGREEMENT BY THE PURCHASING DIRECTOR, OR THEIR DESIGNEE, CONSTITUTES ACCEPTANCE BY THOSE PARTIES OF THE TERMS AND CONDITIONS CONTAINED IN THE		

WV State Purchasing Division  
 Administrator  
 Certified Public Accountant  
 11/21/02  
*Greg Marshall*

IF APPROVAL AS TO FORMS REQUIRED BY ATTORNEY GENERAL, CHECK HERE  *en Miller*

**APPROVED FOR ONE FISCAL YEAR**  
*Greg Marshall*

APPROVED AS TO FORM BY ASSISTANT ATTORNEY GENERAL

BY *Charlynn Miller*  
 CHARLYNN MILLER 304-558-2596

**PURCHASING DIVISION AUTHORIZED SIGNATURE**

OPEN END  
**TOTAL**

**GENERAL TERMS & CONDITIONS  
PURCHASE ORDER/CONTRACT**

1. **ACCEPTANCE:** Seller shall be bound by this order and its terms and conditions upon receipt of this order.
2. **APPLICABLE LAW:** The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
3. **NON-FUNDING:** All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the terms of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
4. **COMPLIANCE:** Seller shall comply with all Federal, State and local laws, regulations and ordinances including, but not limited to, the prevailing wage rates of the WV Division of Labor.
5. **MODIFICATIONS:** This writing is the parties final expression of intent. No modification of this order shall be binding unless agreed to in writing by the Buyer.
6. **ASSIGNMENT:** Neither this Order nor any monies due, or to become due hereunder may be assigned by the Seller without the Buyer's consent.
7. **WARRANTY:** The Seller expressly warrants that the goods and/or services covered by this Order will: [a] conform to the specifications, drawings, samples or other description furnished or specified by the Buyer; [b] be merchantable and fit for the purpose intended; and/or [c] be free from defect in material and workmanship.
8. **CANCELLATION:** The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the Seller.
9. **SHIPPING, BILLING & PRICES:** Prices are those stated in this order. No price increase will be accepted without written authority from the Buyer. All goods or services shall be shipped on or before the date specified in this Order.
10. **LATE PAYMENTS:** Payments may only be made after the delivery of goods or services. Interest may be paid on late payments in accordance with the *West Virginia Code*.
11. **TAXES:** The State of West Virginia is exempt from Federal and State taxes and will not pay or reimburse such taxes.
12. **RENEWAL:** Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor / contractor files for bankruptcy protection, this contract is automatically null and void, and is terminated without further order.



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LINE	QUANTITY	UOP	VENDOR ITEM NO.		UNIT PRICE	AMOUNT	
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ATTACHED CONTRACT DOCUMENTS AND BINDS THE VENDOR WHOSE SIGNATURE APPEARS THEREIN TO SAID TERMS AND CONDITIONS.  BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.							

IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE

**TOTAL**

APPROVED AS TO FORM BY  
 ASSISTANT ATTORNEY GENERAL

BY \_\_\_\_\_  
 PURCHASING DIVISION AUTHORIZED SIGNATURE



**AGREEMENT ADDENDUM**

In the event of conflict between this addendum and the agreement, this addendum shall control:

1. **ARBITRATION** - Any references to arbitration contained in the agreement are hereby deleted. Disputes arising out of the agreement shall be presented to the West Virginia Court of Claims.
2. **HOLD HARMLESS** - Any clause requiring the Agency to indemnify or hold harmless any party is hereby deleted in its entirety.
3. **GOVERNING LAW** - The agreement shall be governed by the laws of the State of West Virginia. This provision replaces any references to any other State's governing law.
4. **TAXES** - Provisions in the agreement requiring the Agency to pay taxes are deleted. As a State entity, the Agency is exempt from Federal, State, and local taxes and will not pay taxes for any Vendor including individuals, nor will the Agency file any tax returns or reports on behalf of Vendor or any other party.
5. **PAYMENT** - Any references to prepayment are deleted. Payment will be in arrears.
6. **INTEREST** - Should the agreement include a provision for interest on late payments, the Agency agrees to pay the maximum legal rate under West Virginia law. All other references to interest or late charges are deleted.
7. **RECOUPMENT** - Any language in the agreement waiving the Agency's right to set-off, counterclaim, recoupment, or other defense is hereby deleted.
8. **FISCAL YEAR FUNDING** - Service performed under the agreement may be continued in succeeding fiscal years for the term of the agreement, contingent upon funds being appropriated by the Legislature or otherwise being available for this service. In the event funds are not appropriated or otherwise available for this service, the agreement shall terminate without penalty on June 30. After that date, the agreement becomes of no effect and is null and void. However, the Agency agrees to use its best efforts to have the amounts contemplated under the agreement included in its budget. Non-appropriation or non-funding shall not be considered an event of default.
9. **STATUTE OF LIMITATION** - Any clauses limiting the time in which the Agency may bring suit against the Vendor, lessor, individual, or any other party are deleted.
10. **SIMILAR SERVICES** - Any provisions limiting the Agency's right to obtain similar services or equipment in the event of default or non-funding during the term of the agreement are hereby deleted.
11. **ATTORNEY FEES** - The Agency recognizes an obligation to pay attorney's fees or costs only when assessed by a court of competent jurisdiction. Any other provision is invalid and considered null and void.
12. **ASSIGNMENT** - Notwithstanding any clause to the contrary, the Agency reserves the right to assign the agreement to another State of West Virginia agency, board or commission upon thirty (30) days written notice to the Vendor and Vendor shall obtain the written consent of Agency prior to assigning the agreement.
13. **LIMITATION OF LIABILITY** - The Agency, as a State entity, cannot agree to assume the potential liability of a Vendor. Accordingly, any provision limiting the Vendor's liability for direct damages or limiting the Vendor's liability under a warranty to a certain dollar amount or to the amount of the agreement is hereby deleted. In addition, any limitation is null and void to the extent that it precludes any action for injury to persons or for damages to personal property.
14. **RIGHT TO TERMINATE** - Agency shall have the right to terminate the agreement upon thirty (30) days written notice to Vendor.
15. **TERMINATION CHARGES** - Any provision requiring the Agency to pay a fixed amount or liquidated damages upon termination of the agreement is hereby deleted. The Agency may only agree to reimburse a Vendor for actual costs incurred or losses sustained during the current fiscal year due to wrongful termination by the Agency prior to the end of any current agreement term.
16. **RENEWAL** - Any reference to automatic renewal is hereby deleted. The agreement may be renewed only upon mutual written agreement of the parties.
17. **INSURANCE** - Any provision requiring the Agency to insure equipment or property of any kind and name the Vendor as beneficiary or as an additional insured is hereby deleted.
18. **RIGHT TO NOTICE** - Any provision for repossession of equipment without notice is hereby deleted. However, the Agency does recognize a right of repossession with notice.
19. **ACCELERATION** - Any reference to acceleration of payments in the event of default or non-funding is hereby deleted.
20. **AMENDMENTS** - All amendments, modifications, alterations or changes to the agreement shall be in writing and signed by both parties. No amendment, modification, alteration or change may be made to this addendum without the express written approval of the Purchasing Division and the Attorney General.

ACCEPTED BY:  
**STATE OF WEST VIRGINIA**

Spending Unit: \_\_\_\_\_

Signed: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

*[Handwritten Signature]*  
Director  
11/12/02

**VENDOR**

Company Name: MPL Corporation

Signed: \_\_\_\_\_

Title: President

Date: 10/31/02

*[Handwritten Signature]*

This document will not change during the term of the current State contract.

**Services Descriptions:**

Initial Content Packaging – consists of the tasks required to assemble **existing** content, provided by the customer, into a full JITL presentation suitable for delivery via CD or DVD media. **Existing** content will include MS PowerPoint Slides; accompanying video and audio material (in a compatible format, such as DV or VHS) together with a list of edit directions including segment order, start time, and end time; and a topical outline with slide change timing attached. Optional content components include the text of the narrative script (needed for display of sub-titles), frequently asked question tags and responses, and materials for the Library or Assignments buttons.

Content should be held until all components are available, and delivered to The JITL Factory™ as one submission, rather than piecemeal. The JITL Factory Guide to Multimedia Production, provided to each customer at no charge, describes the requirements for successful preparation of content to be submitted to the JITL process. The JITL Factory™ will review the submitted content for acceptance into the production system, identifying and reporting any deficiencies (according to the standards published in the Guide) to the customer before commencing production.

Tasks covered by the Initial Content Packaging fee include: Reformatting of slides as needed to fit the JITL slide window, editing of video and/or audio content per instructions from the customer, digitization and compression of video/audio sources, preparation of synchronization instructions per the customer's slide change timing specification, integration of optional content components, layout of CD/DVD media structures, production of media labels, production of a single draft JITL for customer review, and production (and archiving) of one copy of the final JITL media masters. The customer retains all rights to the intellectual property of the presentation content, and is granted a license to freely distribute the presentation and the JITL player without restriction or additional fees.

Web-based Delivery Preparation – those tasks related to conversion of an existing JITL presentation into ASF pages suitable for streaming video delivery across the Internet or an intranet. Multiple bandwidth targets may be requested, to support customers' needs for delivery via dialup modem (slowest), medium-speed direct access (such as ISDN or ADSL), or standard-speed direct access (such as T1 Frame Relay or higher, or typical LAN connections). Integration with a customer's LAN/WAN servers is included.

MPL-hosted Web-based Delivery – MPL will host web sites on its corporate servers for JITL Factory™ customers upon request, and will mount one or more JITL presentations on such a site. Electronic commerce capabilities (electronic purchasing) may be available for such presentations; inquiries are always welcome.

Content Preparation Assistance – those tasks that contribute to the preparation of the JITL Content Submission Components. This service is billed on an hourly basis, given the open-ended nature of this support activity. This hourly fee covers labor for creation of PowerPoint slides, videotaping of lectures or other content capture, audio-taping of narration, topical outline and slide change timing preparation, script development and editing, assembly and editing of support components, generation of FAQ tags, preparation of FAQ responses, assistance during draft JITL presentation reviews, and any other activity not covered by the Initial Content Packaging fee. It also covers labor for work associated with revisions to existing JITL presentations, except when more than 50% of the existing presentation requires revision (in which case the Initial Content Packaging fee applies). Note that the customer retains full responsibility for providing the content to be delivered to the end-user; a subject-matter expert must be supplied, given sufficient release time (or other compensation) to direct the development and organization of the content to be presented, and authorized to approve the Content Submission Components prior to submission for Initial Content Packaging.

JITL Master Reproduction Service – covers production costs associated with production of additional one-off copies of delivered JITL master media.

JITL Mass Reproduction Service – covers costs for contracting with media mass production vendors for quantity production runs. This service includes selecting an appropriate vendor, quality assurance on production, and delivery to customer's designated receiving area.

The JITL Factory™ Rate Schedule  
Effective July 1, 2002

Service Description	Cost
<b>Initial Content Packaging:</b>	
Up to 15 minutes of JITL presentation length	\$900
Up to 30 minutes of JITL presentation length	\$1800
Up to 45 minutes of JITL presentation length	\$2700
Up to and Over 60 minutes of JITL presentation length (rounded up to nearest quarter hour)	\$3000/hour
<i>Examples: A 25-minute JITL presentation costs \$1500 A 70-minute JITL presentation costs \$3500 An 85-minute JITL presentation costs \$4250</i>	
<b>Web-Based Delivery Preparation:</b>	
One Bandwidth Target (rounded up to nearest quarter hour)	\$600/JITL hour
Second Bandwidth Target (same presentation)	\$420/JITL hour
Subsequent Bandwidth Targets (same presentation)	\$300/JITL hour
<i>Example: A 25-minute JITL presentation for the Web, with three bandwidth targets (28k, 128k, and 256k) costs \$1800 + (600/2) + (420/2) + (300/2) = \$2,460</i>	
<b>MPL-Hosted Web-based Delivery:</b>	5% of web-based delivery prep per month of hosting
<i>Example: Hosting a 25-minute JITL presentation for the Web, with three bandwidth targets (28k, 128k, and 256k) costs \$123.00/month</i>	
<b>Content Preparation Assistance:</b>	
Production Manager	\$100/hour
Training Production Specialist	\$85/hour
JITL Production Technician	\$75/hour
Clerical	\$35/hour
Studio Rental (Buckhannon facility)	\$50/hour
<b>JITL Master Reproduction Service:</b>	
Per CD-ROM (one-off)	\$50.00
Per DVD-ROM (one-off)	\$150.00
<b>JITL Mass Reproduction Service:</b>	
Fee added to direct cost of volume production run. Vendor production invoice will be included with our bill showing actual cost.	15%



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RECEIPT TICKET FOR PURCHASE ORDER: JITLECT02						
LINE	CATNO	ITEM	NUMBER	DESCRIPTION	QTY	DATE
0001	924-35			JITL UP TO 15 MINUTES		
0002	924-35			JITL UP TO 30 MINUTES		
0003	924-35			JITL UP TO 45 MINUTES		
0004	924-35			IN-SERVICE TRAINING		
0005	924-35			WEB DELIVERY PREP: ONE BANDWIDTH TA		
0006	924-35			WEB DELIVERY PREP: SECOND BANDWIDTH		
0007	924-35			WEB DELIVERY PREP: SUBSEQUENT BANDW		
0008	924-35			MPL-HOSTED DELIVERY: 5% OF WEB PREP		
0009	924-35			CONTENT PREP ASSISTANCE: PRODUCTION		
0010	924-35			CONTENT PREP ASSISTANCE: TRAINING P		
0011	924-35			CONTENT PREP ASSISTANCE: JITL PROD		
0012	924-35			CONTENT PREP ASSISTANCE: CLERICAL		
0013	924-35			CONTENT PREP ASSISTANCE: STUDIO REN		
0014	924-35			JITL MASTER REPRODUCTION: PER CD-RO		
0015	924-35			JITL MASTER REPRODUCTION: PER DVD-R		
0016	924-35			JITL MASS REPRODUCTION: ACTUAL COST		
SIGNATURE _____				DATE _____		

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**TOTAL**

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BY \_\_\_\_\_  
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