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CONTRACT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made this 4th day of October, 2024, in the Territory of the Virgin Islands, by and between the Government of the Virgin Islands Department of Property and Procurement on behalf of the Department of Education (hereinafter referred to as ("Government")) of 1834 Kongens Gade, St. Thomas U.S. Virgin Islands 00802 and **Codemantra, U.S. LLC d/b/a Codemantra** of #72 Kronprindsens Gade Waterfront Center, Ste. A (hereinafter referred to as "Contractor").

WITNESSETH:

WHEREAS, pursuant to Title 17, Section § 42 of the Virgin Islands Code the VIDE shall provide the textbooks that are used in the public schools; and

WHEREAS, The Virgin Islands Legislature appropriated funding for Virgin Islands History Text Books via Act 8359 (Bill No.33-0407), as the Government seeks to advance History and Culture in the Territory's Schools; and

WHEREAS, the Virgin Islands Department of Education adopted textbooks in the areas of English Language Arts, Science, and Social Studies from Houghton Mifflin Harcourt Publishing Company (hereinafter referred to as HMH) to support academic of kindergarten-twelve grade (K-12th) public schools located throughout the Territory of the Virgin Islands; and

WHEREAS, on February 8, 2022 VIDE executed a Licensing Agreement with HMH (**SFC-DOE-TERR-2022-007**) signed by the Commissioner of Property and Procurement, to license HMH's social studies content (HMD Civics 2018 and HM Social Studies 2005 Programs) and to build out VIDE's Virgin Islands/Caribbean history & social studies texts for the Territory; and

WHEREAS, HMH maintains all Intellectual property rights associated with their Programs; and

WHEREAS, pursuant to Contract No. P154DOET22, approved by the Commissioner of Property and Procurement on August 23, 2022 and its Amendment No 1 to P154DOET22 approved by the Commissioner of Property and Procurement on July 25, 2023, the Government Contracted with the Contractor to adapt and edit K-6 HMH Social Studies©2015 and 9-12 HMH Civics©2018 program to create a version that would align with the VIDE's curriculum including territory specific content and history in print ready format; and convert courseware that can be used by students and faculty on VIDE's Learning Management System (LMS); and



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WHEREAS, a number of internal challenges in the Department thwarted the project's progress and prevented the parties from meeting the agreement's timelines and completing the K-6 HMH Social Studies©2015 portion of the contract's scope; and

WHEREAS, Amendment No. 1 to P154DOET22 expired pursuant to its terms on February 22, 2024; and

WHEREAS, VIDE is in need of Contractor to finish adapting and editing K-6 HMH Social Studies©2015 programs to create a version that would align with the VIDE curriculum including territory specific content and history in print ready format; and

WHEREAS, VIDE is in need of Contractor to finish converting the adapted K-6 HMH Social Studies©2015 programs into digital courseware that can be used by students and faculty on VIDE's Learning Management System (LMS);

WHEREAS, as a result of the size of our school districts HMH has declined publishing the VIDE textbooks themselves; and

WHEREAS, the Contractor has intimate and extensive knowledge of the Department of Education curriculum alignment needs to meet the desired outcome of the project, based on curriculum development of the Civics©2018 program completed as described under **Contract No. P154DOET22**; and

WHEREAS, Contractor is the sole trusted vendor licensed by HMH to develop and publish its international Programs and was selected to provide the services described in P154DOET22 in accordance with 31 V.I.C. Section 239 (a)(8); which duties and responsibilities are described in Addendum I (Scope of Services); and

WHEREAS, the Contractor represents that it is willing and capable of providing such services; and

NOW, THEREFORE, in consideration of the mutual covenants herein contained, and intending to be legally bound by this written instrument, the parties hereto do covenant and agree as follows:

1. SERVICES

The Contractor will provide the services described in Addendum I (Scope of Services) attached hereto and made a part of this contract.



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2. TERM AND EFFECTIVE DATE

The term of this Contract shall be from **February 23, 2024** to **March 31, 2025**. Upon the date of execution of this Contract by the Commissioner of Property and Procurement, this Contract shall become effective for the Term set out herein.

3. COMPENSATION

The Government, in consideration of the satisfactory performance of the services described in Addendum I (Scope of Services), agrees to pay Contractor a sum not to exceed **Two Hundred Seventy-Four Thousand, Two Hundred Fifty Dollars and Zero Cents (\$274,250.00)** in accordance with the provisions set forth in Addendum II (Compensation) attached hereto and made a part of this contract.

4. TRAVEL EXPENSES

Inclusive of the compensation for services as specified in Paragraph 3 (Compensation) above, the Government agrees to pay documented transportation, subsistence, lodging and other travel expenses, while in travel status, for trips which have been authorized in writing, in advance, by the Government. These costs shall be advanced or reimbursed on the same basis as is applicable to non-contract employees of the Government, or as agreed to by an addendum to this Contract, however, said costs and expenses shall not exceed (\$ N/A).

5. RECORDS

The Contractor when applicable, will present documented precise records of time and/or money expended under this Contract.

6. PROFESSIONAL STANDARDS

The Contractor agrees to maintain the professional standards applicable to its profession and to consultants doing business in the United States Virgin Islands.

7. DOCUMENTS, PRINTOUTS, ETC.

All documents, books, records, instructional materials, programs, printouts and memoranda of every description derived therefrom and pertaining to this Contract shall become the property of the Government and shall be turned over at the termination of this Contract. The above-described materials shall not be used by Contractor or by any other person or entity except upon the written permission of the Government.



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8. LIABILITY OF OTHERS

Nothing in this Contract shall be construed to impose any liability upon the Government to persons, firms, associations, or corporations engaged by Contractor as servants, agents, or independent contractors, or in any other capacity whatsoever, or make Government liable to any such persons, firms, associations, or corporations for the acts, omissions, liabilities, obligations and taxes of Contractor of whatsoever nature, including but not limited to unemployment insurance, gross receipt, excise, and social security taxes for Contractor, its servants, agents or independent contractors.

9. ASSIGNMENT

The Contractor shall not subcontract or assign any part of the services under this Contract without the prior written consent of the Government.

10. INDEMNIFICATION

Contractor agrees to indemnify, defend and hold harmless Government from and against any and all loss, damage, liability, claims, demands, detriments, costs, charges and expenses (including attorney's fees) and causes of action of whatsoever character which Government may incur, sustain or be subjected to, arising out of or in any way connected to the services to be performed by Contractor under this Contract and arising from any cause, except the sole negligence of Government.

11. INDEPENDENT CONTRACTOR

The Contractor shall perform this Contract as an independent contractor and nothing herein contained shall be construed to be inconsistent with this relationship or status.

12. GOVERNING LAW

This Contract shall be governed by the laws of the United States Virgin Islands and jurisdiction shall remain in the United States Virgin Islands.

13. WAIVERS AND AMENDMENTS

No waiver, modification or amendment of any term, condition, or provision of this Contract shall be valid or of any force or effect unless made in writing, signed by the parties hereto or their duly authorized representatives, and specifying with particularity the nature and extent of such waiver, modification or amendment. Any such waiver, modification or amendment in any instance or instances shall in no event be construed to be a general waiver, modification or amendment of any



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of the terms, conditions or provisions of this Contract, but the same shall be strictly limited and restricted to the extent and occasion specified in such signed writing or writings.

14. ENTIRE AGREEMENT

This agreement constitutes the entire agreement of the parties relating to the subject matter addressed in this Agreement. This agreement supersedes all prior communications, contracts, or agreements between the parties with respect to the subject matter addressed in this agreement, whether written or oral.

15. RIGHT TO WITHHOLD

If work under this Contract is not performed in accordance with the terms hereof, Government will have the right to withhold any payment due to Contractor, such sums as Government may deem ample to protect it against loss or to assure payment of claims arising therefrom, and, at its option, Government may apply such sums in such manner as Government may deem proper to secure itself or to satisfy such claims. Government will immediately notify the Contractor in writing in the event that it elects to exercise its right to withhold.

No such withholding or application shall be made by Government if and while Contractor gives satisfactory assurance to Government that such claims will be paid by Contractor or its insurance carrier, if applicable in the event that such contest is not successful.

16. CONDITION PRECEDENT

This Contract shall be subject to the availability and appropriation of funds and to the approval of the Commissioner of the Department of Property and Procurement.

17. TERMINATION

Either party will have the right to terminate this Contract with or without cause on Thirty (30) days written notice to the other party specifying the date of termination.

18. PARTIAL TERMINATION

The performance of work under this Contract may be terminated by the Government, in part, whenever the Government shall deem such termination advisable by providing thirty (30) days written notice to the Contractor. This partial termination shall be effected by delivering to the Contractor a Notice of Partial Termination specifying the extent to which the term and/or duties under this Contract are terminated and the date upon which such termination becomes effective. The Contractor shall be entitled to receive payment for services provided to the date of termination, including payment for the period of the thirty (30) days' notice.



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19. NON-DISCRIMINATION

No person shall be excluded from participating in, be denied the proceeds of or be subject to discrimination in the performance of this Contract on account of race, creed, color, sex, religion, disability or national origin.

20. CONFLICT OF INTEREST

- (a) Contractor covenants that it has no interest and will not acquire any interest direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract.
- (b) Contractor further covenants that it is:
 - (1) not a territorial officer or employee (i.e., the Governor, Lieutenant Governor, member of the Legislature, or any other elected territorial official; or an officer or employee of the legislative, executive or judicial branch of the Government or any agency, board, commission or independent instrumentality of the Government, whether compensated on a salary, fee or contractual basis); or
 - (2) a territorial officer or employee and, as such, has:
 - (i) familiarized itself with the provisions of Title 3, Chapter 37 of the Virgin Islands Code, pertaining to conflicts of interest, including the penalties provision set forth in section 1108 thereof;
 - (ii) not made, negotiated or influenced this Contract, in its official capacity; and
 - (iii) no financial interest in the Contract as that term is defined in section 1101(1) of said Code chapter.

21. NOTICE

Any notice required to be given by the Terms of this Contract shall be deemed to have been given when the same is sent by certified mail, postage prepaid or personally delivered, addressed to the parties as follows:

GOVERNMENT

Lisa M. Alejandro
Commissioner
Department of Property and Procurement
8201 Sub Base, Suite 4
St. Thomas Virgin Islands 00802



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GOVERNMENT

Dionne Wells-Hedrington, Ed.D., Commissioner
Department of Education
1834 Kongens Gade
St. Thomas, U.S. Virgin Islands 00802

CONTRACTOR

Sam Waicberg
Chief Executive Officer
Codemantra US LLC. d/b/a Codemantra
#72 Kronprindsens Gade Waterfront Center, Ste. A
St. Thomas, U.S. Virgin Islands 00802

22. LICENSURE

The Contractor covenants that it has:

- (a) obtained all of the applicable licenses or permits, permanent, temporary or otherwise as required by Title 27 of the Virgin Islands Code; and
- (b) familiarized itself with the applicable provisions of Title 27 of the Virgin Islands Code pertaining to professions and occupations.

23. DEBARMENT CERTIFICATION

By execution of this contract, the contractor certifies that it is eligible to receive contract awards using federally appropriated funds and that it has not been suspended or debarred from entering into contracts with any federal agency. The Contractor shall include this provision in each of its subcontracts hereunder and shall furnish its subcontractors with the current "LIST OF PARTIES EXCLUDED FROM FEDERAL PROCUREMENT OR NON-PROCUREMENT". In the event the Contractor or any subcontractor misrepresents its eligibility to receive contract awards using federal funds, the Contractor or subcontractor agrees that it shall not be entitled to payment for any work performed under this contract or any subcontract and that the Contractor or subcontractor shall promptly reimburse the Government of the Virgin Islands for any progress payments heretofore made.

24. FALSE CLAIMS

Contractor warrants that it shall not, with respect to this Contract, make or present any claim upon or against the Government of the Virgin Islands, or any officer department, board, commission, or other agency thereof, knowing such claims to be false, fictitious or fraudulent. The Contractor acknowledges that making such a false, fictitious or fraudulent claim is an offence under Virgin Islands law.



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25. NOTICE OF FEDERAL FUNDING

Contractor acknowledges that this Contract is funded, in whole or in part, by federal funds. Contractor warrants that it shall not, with respect to this Contract, make or present any claim knowing such claim to be false, fictitious, or fraudulent. The Contractor acknowledges that making such a false, fictitious, or fraudulent claim is a federal offence. (NA)

26. INSURANCE

Contractor shall maintain the following insurance coverages during the term of this Contract

- (a) **COMMERCIAL GENERAL LIABILITY:** Commercial general liability insurance, in a form acceptable to the Government, on a “per occurrence” basis with a minimum limit of not less than one million dollars (\$1,000,000.00) for any one person per occurrence for death or personal injury and one million dollars (\$1,000,000.00) for any one occurrence for property damage. Insurance policy(ies) shall name the Government of the Virgin Islands as the certificate holder and additional insured via an endorsement.
- (b) **WORKERS’ COMPENSATION:** Contractor shall supply current coverage under the Government Insurance Fund or other form of coverage.

27. FORCE MAJEURE

Neither Party shall be liable to the other for any delays or failure to perform under this Contract, as a result of conditions reasonably beyond the Party’s control including but not limited to war, terrorist acts, riot, strikes, fire, earthquakes, hurricanes, floods, or any act of God.

28. DEFAULT AND FAILURE TO PERFORM

In the event of any failure or refusal of the Contractor to perform its obligations under this Contract, except as defined in Paragraph 27, all costs, charges, and expenses that the Department suffers shall be a part of the damages to be paid by the Contractor to the Department, as a result of such failure or refusal to perform.

29. BILLING PROCEDURES and PAYMENT

The Department will pay the Contractor upon receipt of properly completed invoices. The invoices shall describe and document to the Department’s satisfaction, and shall contain information, including but not limited to, the period of services covered by the invoice, description of the services performed, and the amount of fees in accordance with the compensation schedule in ADDENDUM II attached hereto, and incorporated into this Contract. Upon request, the Contractor



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shall submit with each invoice applicable supporting documents including but not limited to the Houghton Mifflin Harcourt's (HMH) HMD Civics 2018 and HM Social Studies 2005, production files and cartridges due for the applicable invoice period. All invoices shall be submitted electronically to Lauren Larsen, Social Studies Coordinator at lauren.larsen@vide.vi

Payment shall be considered timely if made by the Department within thirty (30) days after receipt of properly completed invoices, and verification that the services invoiced were provided in accordance with the Contract and all applicable federal and local laws and regulations, including all applicable policies, rules, and procedures pertaining to this Contract or the services provided hereunder. Payment shall be sent to the address designated by the Contractor. The Department may, at its sole discretion, withhold payments claimed by the Contractor for services rendered if the Contractor fails to satisfactorily comply with any term or condition of this Contract. No payments in advance or in anticipation of services or supplies to be provided under this Contract shall be made by the Department.

30. SEVERABILITY

If any of the provisions of this contract are determined to be invalid, such invalidity shall not affect or impair the validity of the other provisions, which shall be considered severable and shall remain in full force and effect.

31. FACSIMILE, ELECTRONIC & DIGITAL SIGNATURES

A facsimile, electronic or digital signature on this Contract shall be deemed an original and binding upon the Parties hereto.

32. OTHER PROVISIONS

Addenda I, II, and III attached hereto are a part of this Contract and are incorporated herein by reference.

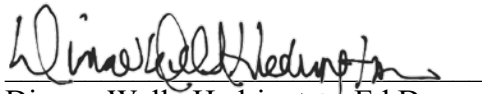
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IN WITNESS WHEREOF, the parties have hereunto set their hands on the day and year first above written.

GOVERNMENT OF THE VIRGIN ISLANDS



Dionne Wells-Hedington, Ed.D.,
Commissioner
Department of Education

10/2/24

Date

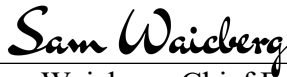


 Lisa M. Alejandro, Commissioner
Department of Property and Procurement

10/4/2024

Date

CONTRACTOR



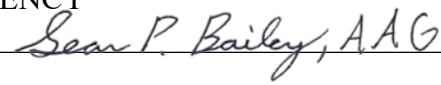
Sam Waicberg, Chief Executive Officer
Codemantra US LLC d/b/a Codemantra

9/16/2024

Date

(Corporate seal, if Contractor is a corporation)

APPROVED AS TO LEGAL SUFFICIENCY

DEPARTMENT OF JUSTICE BY:  Date 10/3/2024

PURCHASE ORDER NO. _____