

VII. 1.



Sales & Support Enquiries
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3P Learning Inc
PO BOX 392751
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United States

East Stroudsburg Area School District
50 Vine St
East Stroudsburg, Pennsylvania 18301
United States

EIN 80-0768793

C3 Id: 1573316
Account Number: 1573316

QUOTATION

Prepared By: Gene Easter
(223) 215-4505
eugene.easter@3plearning.com

Prepared For: Devyn Kolcun
570.424.8500
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Created Date: 6/3/2024
Quote Number: Q-904354

Quote Valid Until: 9/24/2024

Pricing Details

Product Name	Quantity	Unit Price	Sub-Total
Reading Eggs	1,433	USD 8.00	USD 11,464.00
Total :			USD 11,464.00
Tax :			USD 0.00
Grand Total :			USD 11,464.00

Subscription Details

Shipping Account	Subscription Start Date	Subscription End Date	Product Name	Quantity	Sub-Total	Tax	Grand Total
Smithfield Elementary School	9/25/2024	9/24/2025	Reading Eggs	192	USD 1,536.00	USD 0.00	USD 1,536.00
J M Hill Elementary School	9/25/2024	9/24/2025	Reading Eggs	223	USD 1,784.00	USD 0.00	USD 1,784.00
East Stroudsburg Elementary School	9/25/2024	9/24/2025	Reading Eggs	315	USD 2,520.00	USD 0.00	USD 2,520.00
Middle Smithfield Elementary School	9/25/2024	9/24/2025	Reading Eggs	211	USD 1,688.00	USD 0.00	USD 1,688.00
Bushkill Elementary School	9/25/2024	9/24/2025	Reading Eggs	235	USD 1,880.00	USD 0.00	USD 1,880.00
Resica Elementary School	9/25/2024	9/24/2025	Reading Eggs	257	USD 2,056.00	USD 0.00	USD 2,056.00

Acceptance Quotation

By signing this quotation you are agreeing to the terms of use relating to all of the 3P Learning resources listed above. The terms of use can be found online at the following location: <http://www.3plearning.com/terms-conditions/> and includes our privacy policy. By signing, you are also agreeing to the terms and conditions of purchase, which are appended to this quotation. You can choose to sign this quotation using an e-signature or physical signature. The signed quotation will be taken as confirmation of a sales order and represents your formal agreement with 3P Learning. Please retain a copy for your records. A non-negotiable invoice will follow.

Signature:

Email invoice to:

Full Name:

Date:

Position:

Purchase Order Number (NA, if Not Applicable):



Purchase Terms and Conditions

1. 3P Learning will supply its products and services to the Customer under a licence to use them (the "Licence") in accordance with the purchase agreement, our [terms of use](#) and [privacy policy](#) (collectively, the "Agreement"). The Licence provided to the Customer allows an assigned number of students selected by the Customer the right to use the purchased product(s) at home or school.

2. Unless otherwise indicated, a quote expires 30 days from the issue date.

3. Unless otherwise indicated, the start date for the Licence shall be the date the Agreement is accepted.

Administering your subscription

4. Unless otherwise indicated, charges to the Customer by 3P Learning are based on the number of unique students the Customer has requested receive access to the product(s). The Customer can transfer the right to access the product from an existing student to a new student at no additional cost, but only once the previous student's use of the product has ended. Customer may request additional assigned students at any time. If more than the number of assigned students set out in the Agreement use the product(s), then 3P Learning has the right to invoice the Customer for the access provided to the additional students. Such amounts will be based on the number of additional students and the then current price per student pro-rata for the remaining month(s) of the Licence. Where the Agreement relates to an individual school subscription, access must be assigned to student users within the Customer's school.

Fee and payment terms

5. A minimum purchase quantity of the total student roll for at least one Customer class applies, and a minimum purchase quantity value (\$) may also apply. We may from time to time offer discounts and other promotions. Special pricing, offers, discounts and complimentary access may be offered to apply to the specified product, service and period of service specified in the Agreement, in addition to any other terms and conditions forming part of the relevant promotion or offer. Unless otherwise stated, complimentary subscriptions will be applied on the lowest price item(s). Pricing and terms of an offer are subject to change and may be withdrawn before acceptance of the offer.

6. If a Licence start date is specified, Customer may request to reduce the access quantity purchased by up to 10% within thirty (30) days of the start date (a 'downward revision'). The invoice will be revised with the downward revision and the standard product per unit price will apply, and any special rates, discounts or offers will not apply.

7. Subject to these terms and conditions, all fees are non-cancellable and non-refundable and are based on access quantity, or professional services purchased, and not on actual usage.

8. Unless otherwise indicated on the quote or invoice, the invoice will be payable within 30 days of invoice date. Invoices not paid in accordance with the payment terms will be subject to a 2% interest charge.

9. Fees quoted are net of service taxes and third party fees. Customer is responsible for all applicable service taxes and third party fees, which will be applied on the invoice.

10. Customer agrees that renewal subscription fee rates may change and may also increase by the Consumer Price Index (CPI) applicable in the jurisdiction where the invoice issued. We will notify the Customer when applying any increase. This CPI increase does not apply for Schools with a multi-year Licence.

Multi-year licence

11. Schools opting for a multi-year Licence (paid annually) agree to maintain the access quantity (i.e. number of students) ordered in year 1 across all years of the subscription period and will be invoiced annually in advance of the following twelve month period. The unit price set out in the Licence shall apply throughout the multi-year term, regardless of any changes to the recommended retail price during that period, provided always that any increase to applicable taxes or third party fees during the period shall be added to the invoice. Schools may request to reduce the access quantity purchased in accordance with clause 6, and the revised invoice will apply the standard product per unit price. If applicable to your Licence, "whole school" shall mean a subscription for all students within a school or, where relevant, all students within a school phase such as "primary" or "secondary" years.

12. Cancellation of a multi-year Licence (paid annually) prior to the Licence expiry date will require written notice to 3P Learning. In the event of an early termination, the Customer will be required to pay 25% of the remaining amounts due under the multi-year Agreement to process and administer the termination ("Early Termination Fee"). This means that if a Customer signs up for a three (3) year Licence and terminates after one (1) year, then 25% of the remaining 2 years of the subscription period will be due and payable to 3P Learning.

Suspension or termination of Licence

13. 3P Learning reserves the right to suspend or terminate the Customer's access to our products and services with notice if the Customer is in breach of this Agreement, including where payment of invoices are outstanding. We won't provide notice before termination where:

1. the Customer or any of their users are material breach of this Agreement,
2. doing so would compromise our ability to provide products and services to our other customers and end-users, or
3. doing so is prohibited by law, or would compromise our ability to comply with law.

General

14. By signing a purchase agreement, you confirm as that you are an authorised signatory of the Customer and you are authorised to bind the Customer to the terms and conditions of this Agreement.

15. Signature (written or electronic) on a 3P Learning Agreement signifies acceptance of these terms on behalf of the subscribing school/institution as a whole and continuity of employment by the authorised signatory has no bearing on this Agreement.

Professional Services

16. If the Agreement includes the provision of Professional Services, the following clauses apply. 'Professional Services' means all learning & development, user training, education and implementation services detailed in the applicable quote, order form, purchase agreement or otherwise agreed to in writing, and may include, without limitation, on-site training, live online consultation and webinars.

17. The Professional Services shall be provided during regular working hours and on business days unless otherwise agreed in writing between 3P Learning and the Customer. Professional Services will be provided for the fees outlined in the order form or quote, which may include travel and out of pocket expenses, plus applicable taxes. Changes to the agreed scope of Professional Services may result in an increase in fees and additional charges. Rescheduling or late cancellation of Professional Services may also result in fees being payable by the Customer in accordance with the order form or quote.

18. The Customer and 3P Learning shall each provide a primary point of contact for the Professional Services and the Customer shall provide 3P Learning with such accurate and timely information as is reasonably required to scope and deliver the Professional Services. 3P Learning will comply with all reasonable directions of the Customer in respect of the delivery of the Professional Services, provided that such directions are consistent with the requirements of this Agreement and not in breach of 3P Learning's policies, procedures or applicable law. Where such direction:



1. causes 3P Learning's costs to increase, the Customer must pay for any increase in 3P Learning's costs plus any expenses; or
2. causes 3P Learning not to be able to meet any timetable for delivery, then the timetable must be extended to the extent reasonable given the nature of the Professional Services.

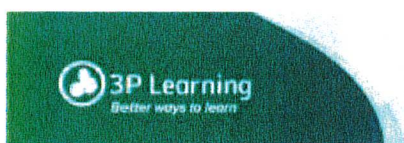
19. Any work product or deliverable made, created or conceived by 3P Learning or its personnel as part of the Professional Services ("Service Materials") shall vest in 3P Learning unless explicitly agreed otherwise. Any Customer materials and intellectual property used by 3P Learning in the course of providing the Professional Services ("Customer Materials") shall remain the property of the Customer. The Customer grants 3P Learning a non-exclusive, non-transferable right to use the Customer Materials solely for the benefit of the Customer in the performance of the relevant Professional Services. Unless otherwise agreed, subject to the Customer's payment of amounts due in respect of the Professional Services and compliance with the terms of this Agreement, 3P Learning grants the Customer a non-exclusive, non-transferable, irrevocable and perpetual licence, without the right to sublicense, to use and copy the Service Materials, for the Customer's internal operational and teaching purposes only.

20. 3P Learning warrants that the Professional Services will be provided using reasonable care and skill in a manner consistent with industry standards and practices applicable to the relevant Professional Services. The Customer must notify 3P Learning of any alleged breach of this warranty within 10 days from the completion of the applicable Professional Services. 3P Learning's entire liability (and that of its personnel, including employees, agents and contractors) and the Customer's sole remedy for 3P Learning's breach of this warranty, will be for 3P Learning to, at its option (i) use reasonable efforts to correct that breach, or (ii) terminate the applicable order and refund the portion of any fees received that correspond to that breach. 3P Learning makes no other warranty or representation, and to the extent permitted by applicable law, disclaims all other warranties whether express or implied or statutory, including any implied warranties of merchantability or fitness for a particular purpose.

21. In this Agreement, "3P Learning" refers to the company in 3P Learning Group that issues the quote or purchase agreement. "3P Learning Group" means 3P Learning Limited (ABN 50 103 827 836) and its subsidiaries.

Version July 2023

[Contact us](#)



VII. 4.



COST PROPOSAL

Quote Prepared On May 17, 2024
 Quote Valid Through October 15, 2024
 Quote No. 2405155235
 Version No. 1

Prepared For
East Stroudsburg Area School District 50 Vine Street East Stroudsburg, PA 18301

Prepared By
Lauren Bennett lbennett@vistahigherlearning.com Vista Higher Learning 500 Boylston St, Suite 620 Boston, MA 02116-3736

Bridges 2023					
Qty	Item Number	Description	Unit Price	Total Value	Total Cost
1	978-1-54337-119-2	Bridges 2023 LA Practice Book (10-pack)	\$189.95	\$189.95	\$189.95
2	978-1-54338-011-8	Bridges 2023 Level A TRB	\$304.95	\$609.90	\$0.00
26	978-1-54337-597-8	Bridges 2023 Supersite Plus(v) + OWorkbook(1 year license)	\$44.95	\$1,168.70	\$1,168.70
10	978-1-54336-217-6	Bridges to Lit Student Edition (Hardcover) Level A	\$74.95	\$749.50	\$749.50
1	978-1-54337-123-9	Bridges 2023 LB Practice Book (10-pack)	\$189.95	\$189.95	\$189.95
2	978-1-54338-012-5	Bridges 2023 Level B TRB	\$304.95	\$609.90	\$0.00
7	978-1-54336-308-1	Bridges to Lit Practice Book Level B	\$19.95	\$139.65	\$139.65
15	978-1-54336-218-3	Bridges to Lit Student Edition (Hardcover) Level B	\$74.95	\$1,124.25	\$1,124.25
2	978-1-54338-013-2	Bridges 2023 Level C TRB	\$304.95	\$609.90	\$0.00
6	978-1-54336-309-8	Bridges to Lit Practice Book Level C	\$19.95	\$119.70	\$119.70
6	978-1-54336-219-0	Bridges to Lit Student Edition (Hardcover) Level C	\$74.95	\$449.70	\$449.70

Engage 2025					
Qty	Item Number	Description	Unit Price	Total Value	Total Cost
27	978-1-66991-983-4	Engage 2025 Supersite Plus(v) + WebSAM(1 year license)	\$49.95	\$1,348.65	\$1,348.65
8	978-1-66991-342-9	Engage 2025 LA Practice Book	\$35.95	\$287.60	\$287.60
8	978-1-66991-334-4	Engage 2025 LA Student Edition (SCH-HC)	\$106.95	\$855.60	\$855.60
2	978-1-66993-005-1	Engage 2025 LA TRB	\$296.95	\$593.90	\$0.00
1	978-1-66992-943-7	Engage 2025 LB Practice Book (10-Pack)	\$299.95	\$299.95	\$299.95
10	978-1-66991-335-1	Engage 2025 LB Student Edition (SCH-HC)	\$106.95	\$1,069.50	\$1,069.50
4	978-1-66991-344-3	Engage 2025 LC Practice Book	\$35.95	\$143.80	\$143.80
4	978-1-66991-336-8	Engage 2025 LC Student Edition (SCH-HC)	\$106.95	\$427.80	\$427.80
2	978-1-66993-007-5	Engage 2025 LC TRB	\$296.95	\$593.90	\$0.00
2	978-1-66993-006-8	Engage 2025 LB TRB	\$296.95	\$593.90	\$0.00



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Get Ready					
Qty	Item Number	Description	Unit Price	Total Value	Total Cost
6	978-1-54331-620-9	Get Ready Workbook (Gr 6-8)	\$24.95	\$149.70	\$149.70
8	978-1-54331-619-3	Get Ready Workbook (Gr 9-12)	\$24.95	\$199.60	\$199.60
10	978-1-54337-747-7	Get Ready 2021 1-6 Supersite Plus(v) + OWorkbook(5 year license)	\$109.95	\$1,099.50	\$1,099.50
27	978-1-54337-735-4	Get Ready 2021 6-12 Prime(5 year license)	\$133.95	\$3,616.65	\$3,616.65
1	978-1-54331-866-1	Get Ready 6-8 Workbook (10-Pack)	\$209.95	\$209.95	\$209.95
10	978-1-54331-616-2	Get Ready Student Edition (Gr 6-8)	\$49.00	\$490.00	\$490.00
8	978-1-54331-615-5	Get Ready Student Edition (Gr 9-12)	\$49.00	\$392.00	\$392.00

Get Ready Sail / Soar					
Qty	Item Number	Description	Unit Price	Total Value	Total Cost
8	978-1-54334-088-4	Get Ready Sail Practice Book	\$19.95	\$159.60	\$159.60
7	978-1-54334-095-2	Get Ready Soar Practice Book	\$19.95	\$139.65	\$139.65

Professional Development					
Qty	Item Number	Description	Unit Price	Total Value	Total Cost
1	TRNG021	Professional Development EL Product Training: Remote/Webinar (3 hours)	\$750.00	\$750.00	\$750.00

Total Value	\$19,382.35
Total Gratis	\$3,611.40
Total Cost	\$15,770.95
Est. Shipping (5%)	\$969.12
Est. Grand Total Cost	\$16,740.07

Ordering Instructions



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- Purchase Orders will be processed upon receipt and will be invoiced for the full "Total Cost" amount as shown above as well as the actual final Shipping charges required for your shipment, where applicable. Please note that the "Est. Shipping" amount shown above is an estimate only and may be different than the final charges applied.
- When submitting your Purchase Order, please be sure to attach:
 - A copy of this Quote
 - If applicable, a copy of your signed and dated tax exemption certificate
- To place your order, please contact Customer Support:

Vista Higher Learning
500 Boylston Street, Suite 620
Boston, MA 02116
Email: orders@vistahigherlearning.com
Phone: (800) 269-6311, option 3
Fax: (617) 426-5215

Terms of Purchase

By accepting a Quote, initiating a Purchase Order to us, entering into a separate agreement with us, and/or ordering online content, you are agreeing to these Terms of Purchase. The Vista Higher Learning Terms of Purchase shall govern all sales of materials and online content and shall supersede any and all terms and conditions attached to your Purchase Orders and/or any other document that you present to Vista Higher Learning, which shall be considered as a confirmation only and the terms and conditions shall in no way amend, prevail over, supplement or supersede any term or condition hereof.

- **Terms of Use:** All sales of Vista Higher Learning materials and online content are expressly made subject to the Vista Higher Learning Terms of Use: https://www.vhlcentral.com/terms_of_use.
- **Return Policy:** Returns of Vista Higher Learning materials and online content are subject to the Vista Higher Learning Return Policy: <https://vistahigherlearning.com/return-policy>.
- **Tax:** Prices included within this Quote are exclusive of all applicable taxes, which are the responsibility of the Customer. Customer must provide documentation of tax-exempt status, if applicable.
- **Subscription Term:** For digital product license purchases, the duration of access being purchased based on the product license selection outlined in the Quote above will be considered the Subscription Term.
- **Term Dates:** Subscription Terms are aligned to an academic year calendar and will start as of the next upcoming academic year following the receipt of a Purchase Order, unless otherwise requested by Customer. All product licenses will have the same start and end dates aligned with the Subscription Term.
- **Unused Licenses:** All product licenses must be used within the purchased Subscription Term. Unused licenses during the purchased Subscription Term are not refundable or eligible for credit.
- **Licensing Add-ons:** If purchasing additional license quantities and/or licensing level upgrades to be added onto an existing base of product licenses, the additional quantities and/or upgrades will be applied beginning with the currently active Subscription Term, unless otherwise requested by Customer. All product licenses must maintain the same start and end dates aligned with the Subscription Term, with any additional quantities and/or upgrades matching the current expiration date of the existing Subscription Term in place.

Thank you for your business!



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