

<redacted>

Department for Education Commercial Team  
20 Great Smith Street  
London  
SW1 3BT

16<sup>th</sup> July 2021

Dear <redacted>,

**Updated V3 - ESPO Proposal and Quotation for the supply of Abacus/Rekenreks to Department for Education – Stage 3 – 120,000 units and up to a further 60,000 units**

We would like to thank you for offering ESPO the opportunity to submit an offer to support the DfE in the next phase of supply of Rekenreks to Primary Schools.

As a publicly owned Professional Buying Organisation, our offer is underpinned by our own Curriculum products framework agreement, and is of course fully compliant with the Public Contract Regulations 2015.

We have quoted for a standard product which meets the requirements of your specification, sample previously provided. We have provided a separate document which provides information on our product suppliers' company carbon footprint report. We also have provided details of the carbon footprint for the Rekenrek separately by email on 27<sup>th</sup> May.

We are pleased to be able to confirm details of our proposal and quotation below in the following pages.


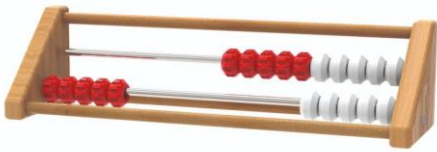
We trust that this proposal is acceptable to you. Please do let me know if you have any questions or require any additional information.

Kind Regards

<redacted>

Head of Commercial



Spec.	Description	<redacted>
<b>Function</b>	It should be easy to tip back and forth so that beads easily slide across when tipped.	Confirmed
<b>Size</b>	25-30cm wide	25cm wide
<b>Colours</b>	<p>Frame colour unimportant.</p> <p>20 beads in total</p> <p>Must have two rows, each consisting of five red and five white beads (it's important that red beads come before white beads)</p>  <p>(Example photo from google, the brand is not a requirement)</p>	<p>Confirmed</p> <p>Standard stock sample provided.</p> <p>Grooves in the red beads add a sensory component to learning numbers up to 20 and make this Rekenrek accessible for visually impaired pupils</p> 
<b>Bead width</b>	<p>0.8-1.5cm wide.</p> <p>Ideally beads should be of the flat type rather than fully round as young children find these easier to move.</p>	<p>Beads are 1cm wide.</p> <p>They are all flat beads.</p> <p>The red beads are 'sensory' beads.</p>
<b>Material</b>	Wood or robust plastic with metal rod for the beads	<p><b>Wood with metal rod for the beads.</b></p> <p><b>120,000 units and up to a further 60,000 units to be made from sustainable FSC Beechwood, at no additional cost. Please note: The 3 wooden rods which join the 2 ends are Birchwood, as they cannot be made in FSC Beechwood. The 2 ends will be FSC Beechwood.</b></p> <p><b>Pre-production samples have been approved by DfE.</b></p> <p><b>If the FSC Beechwood option should not receive CE safety certification in time for any specific production run, then the product will revert to standard birchwood.</b></p>
<b>Safety certification</b>	<p>They must be suitable for a child of 4 years old.</p> <p>They must be accredited with the EU safety Kite Mark – CE.</p>	<p>Suitable for age 3+.</p> <p>Confirmed, meets stated accreditations. Evidence provided for stock product.</p> <p>CE certification for standard Birchwood product is here.</p>

		<p>&lt;redacted&gt;</p> <p>CE safety certification for the FSC Beechwood product is currently being sought, and certificate will be supplied.</p>
<b>Ordering process</b>	<p>In approx.mid June 2021, the Department will provide details of those schools who are eligible to receive an order, along with:</p> <ul style="list-style-type: none"> <li>- Name of person to receive abacuses at each school and a contact number for them</li> <li>- Address of the school</li> <li>- All eligible schools will be sent a default box containing 60 abacuses.</li> </ul> <p>We will then provide data to the supplier on a monthly basis to confirm delivery addresses for the next batch of orders. This will also trigger subsequent orders.</p> <p>Provision of data will be in accordance with UK data protection legislation, and personal data will not be shared outside of the UK.</p>	<p>Agreed.</p> <p>This is a special order for bespoke goods and cannot be cancelled once the order is placed with ESPO. Payment in full will be due to ESPO for all items ordered by DfE within this project.</p> <p>We request that DfE also provide &lt;redacted&gt; addresses to ESPO so we can alert the schools when to expect a delivery.</p> <p>We will setup a dedicated email address of [REDACTED] to facilitate this and to manage any questions from the schools re delivery.</p>
<b>Delivery address</b>	<p>Each school will require an individual delivery of their abacuses. Only state primary schools are eligible to receive an abacus and each school will receive 60 abacuses.</p> <p>Each school should receive the abacuses in a delivery method that is as efficient as possible but still protects the product from damaged. Schools should receive abacuses in one delivery batch of 60 abacuses.</p>	<p>Boxed in an outer of 60 units, with 2 inners of 30 units.</p> <p>Each Rekenrek is individually polybagged (recyclable) for protection and boxed in an inner of 30 units. DfE preference for printing on polybag to state recyclable but do not wish this to add delay so option, not essential.</p> <p>All deliveries will be made Monday-Friday in school term time and school working hours.</p> <p>Our carrier will attempt to deliver to the school on 3 occasions at no additional cost. In the unlikely event that the school is unable to accept delivery for the third time, the goods will be returned to ESPO. If re-delivery is required, this will be at a cost of £ [REDACTED] per delivery.</p>
<b>MI reporting</b>	<p>To support with monitoring use in schools, we request data from the supplier which shows:</p> <ul style="list-style-type: none"> <li>- The number of abacuses that have been delivered to each individual school</li> <li>- The dispatch and delivery date</li> <li>- The name and address of each school that they have been</li> </ul>	<p>Agreed.</p> <p>ESPO will provide the required information on a weekly basis for deliveries made the preceding week.</p> <p>ESPO will provide regular updates on production and shipping progress.</p>

	<p>delivered to</p> <ul style="list-style-type: none"> <li>- The cost of each order</li> </ul>	
<b>Payment</b>	<p>Staged payments against manufacture, dispatch and receipt of goods at each school for each order.</p> <p>We are looking to make payments using a purchase order or government procurement card.</p>	<p>Stage 3 Purchase order for 120,000 units to be provided to ESPO by 13:00 Friday 16 July. If further products are required, a second purchase order for up to 60,000 units to be provided to ESPO by 12 August.</p> <p>ESPO will immediately invoice for 50% of the relevant order value against each Purchase Order. DfE to pay full balance of the correct invoice to ESPO by BACS, within 3 working days if possible, but within 5 working days latest. Production will not commence until payment is received.</p> <p>Balance of invoice for each school delivery will be due to ESPO within 30 days of date of invoice. ESPO will invoice DfE for the outstanding balance as orders are sent to schools. ESPO will raise a weekly consolidated invoice for the balances.</p> <p>* If DfE require additional storage of items (beyond what is needed in delivering the products as per this agreement), this can be arranged subject to agreement of terms and at an additional cost. We ask that if DfE require storage, this is requested before goods are shipped from our supplier in order to provide adequate time for ESPO to source storage.</p>
<b>Refund/ repair process</b>	<p>All damaged goods on arrival must be replaced within 24 hours at no additional cost.</p> <p>If any items break within 30 days, these must also be replaced at no additional cost.</p> <p>What is the product guarantee period? For example, 6 months?</p>	<p>Confirmed.</p> <p>Any goods damaged on arrival must be reported to ESPO within 24 hours of receipt.</p> <p>12 months manufacturers guarantee against product defects. We will arrange replacement stock or credit. Replacement goods are normally sent by overnight carrier. Collection of damaged goods will be arranged through our nominated carrier as below. Damages must be reported to ESPO within 24 hours of delivery. POD's can be provided for up to 3 months after delivery date.</p>
<b>ESPO Returns Process</b>	<p>The school should contact ESPO Customer Services via a specified ESPO email address( ) or with the details regarding the items needed to be returned. The contact information will be supplied on ESPO's despatch confirmation email to the school.</p> <p>ESPO will then send the school an email with a link to download and print their return labels as well as instructions how to book a collection.</p> <p>The school then needs to attach the labels to the parcels they need to return:</p> <p>The school then contacts carrier to book the collection, either:</p> <ul style="list-style-type: none"> <li>• by phone quoting their tracking number from the labels sent;</li> <li>• dropping it off at any of the FedEx depot on this list: Locator (fedex.com)</li> </ul>	

	<ul style="list-style-type: none"> <li>• or by going online and filling in this form [REDACTED]</li> </ul> <p>Pickup times are between 12:00-18:00, Monday-Friday. Deviations may occur depending on the postal code. Confirmation of the collection will be sent to the email address provided when filling the form online.</p>
<b>Goods Missing in Transit</b>	<p>If an order fails to arrive with the school within a specified time frame (e.g. 3 working days) following receipt of ESPO's confirmation email. This will be issued via a specified ESPO email address ([REDACTED]) the details of which will be supplied on ESPO's despatch confirmation email to the school.</p> <p>ESPO will then investigate and contact the school arranging redelivery as appropriate.</p>
<b>Insurance</b>	<p>The bid is based on door-to-door delivery to schools and our supplier is responsible until the point of delivery to the ESPO warehouse thereafter ESPO assumes responsibility.</p> <p>We are unable to provide insurance against delivery delays due to events which are beyond our control. We and the supplier are aware of the challenging timescales and genuinely feel that we can achieve the timescales stated in our bid. We are dealing with a longstanding, trusted supplier and have agreed a production timetable with the factory and have no reason to suspect that we cannot achieve the challenging timescales provided, however we cannot be liable for events beyond ours or the suppliers control which could impact the timescales.</p> <p>We have formed a senior mobilisation team at ESPO to ensure that we take all reasonable steps to satisfy the DfE's delivery requirements.</p>
<b>Ethical supply</b>	<p>We have confirmation from our supplier that they recognize and comply with the Modern Slavery Act. They require that their suppliers meet statutory minimum requirements regarding pay and conditions of employment for their employees.</p> <p>Please see link to ESPO's modern day slavery statement:  <a href="https://www.espo.org/modern-slavery-statement">https://www.espo.org/modern-slavery-statement</a></p>
<b>Terms and Conditions</b>	<p>The terms and conditions as per the following link <a href="#">Terms and conditions of supply (espo.org)</a>. will apply to this order. However, the content of our bid will take precedence should there be a discrepancy regarding the terms of supply for these bespoke goods (special-order items).</p> <p>Once a Purchase Order is placed by the DfE it will not be possible for the order to be cancelled and full payment will be required for the quantity ordered.</p>


\* Please note that ESPO is unable to provide storage itself and would seek to engage with a 3<sup>rd</sup> party logistics provider to store the goods if required. ESPO's bid and pricing within, does not include provision for any storage beyond what is needed in delivering the products as per this agreement. Such additional storage would need to be costed separately and invoiced to the DfE accordingly. If storage is required, ESPO will provide costs once the DfE confirm school take-up of all stages and length of time storage will need to be provided for.

DfE to provide ESPO with adequate notice to source storage. This storage provision cannot be open ended, therefore the DfE will need to provide ESPO with a delivery address for bulk delivery of the remaining stocks. DfE will need to provide ESPO with a purchase order to cover the storage.

DfE may decide whether or not to agree to any bid provided for storage, or to seek alternative arrangements.

## Pricing

## Sea freight only for 120,000 units

ESPO Price (per single unit)

<b>Price excludes VAT (VAT will be payable on the order)</b>
Shipping direct to each school included in price

If the DfE wish to order a quantity of a further 60,000 units the price will remain firm. However, if a quantity less than 60,000 is required then ESPO will have to review pricing and requote for this specific part of the order. The pricing for the original 120,000 order will not be affected.

Pricing is based on sea freight. If air freight is required ESPO will obtain quotations prior to production completion date.

### Order and payment schedule:

Our order and payment schedule is provided below:

- a) By 13:00 on Friday 16 July 2021, DfE to provide ESPO with Purchase Order for commitment of further 120,000 Rekenreks (Stage 3A). Pricing for stage 3A is fixed at the price set out above, and is not affected by orders at stage 3B.
- b) If DfE requires additional Rekenreks (at DfE's sole discretion), by 13:00 on Thursday 12 August 2021, DfE to provide ESPO with Purchase Order for commitment of up to a further 60,000 Rekenreks (Stage 3B).
- c) As a gesture of goodwill ESPO will hold the pricing listed above for a full order of 60,000 units at stage 3B. However, if the size of the order at stage 3B is below 60,000 units, then then ESPO will have to provide updated pricing for stage 3B specifically. DfE is not obliged to accept alternative pricing, and may decide to limit its order with ESPO to stage 3A only.
- d) 50% of the total order value (as above) for Stage 3A to be paid to ESPO by BACS, if possible within 3 working days of date of each correct invoice for above Purchase Orders, but within 5 working days latest.
- e) DfE to confirm to ESPO individual school delivery information for 'Stage 3A', 2,000 schools (120,000 Rekenreks). This information must be supplied to ESPO by the end of October at latest.

### Delivery schedule - Firm order for 120,000 Rekenreks – Stage 3A

Our delivery schedule is provided below and is based on ESPO receiving purchase orders in the timeframes outlined above. The delivery schedule may be subject to change depending on when purchase order is received by ESPO.

For 'Stage 3' (180,000 Rekenreks) we have provided estimated timescales below:

## 180,000 Rekenreks Sea freight

Order Qty	Stage	Order Date	Freight	Estimated Manufacturing Complete Date	Estimated Delivery to ESPO by	Estimated Delivery to schools by
60,000	3A	16 <sup>th</sup> July	Sea	End Aug	End Nov	Early Dec
60,000	3A	16 <sup>th</sup> July	Sea	Mid-September	Mid Dec	Possibly just before Christmas / Early Jan
60,000	3B	12 <sup>th</sup> August	Sea	Mid-October	End Dec	Early Jan
180,000						

We have tentatively secured a production slot with the factory which needs to be confirmed by PO and part payment before production commences. The slot is currently held until end of business on 16<sup>th</sup> July. If we were to receive an order past this date, this may add further delay to the timescales.

Once the order is placed, and production slots and specification confirmed, ESPO will provide production schedule to the DfE. As far as reasonably possible, ESPO will manage the production and shipping schedule with the supplier on a Fortnightly basis and will provide an update to the DfE, highlighting any delays and mitigations as soon as possible.

All delivery dates are provided in good faith but unfortunately cannot be guaranteed. We will take all reasonable steps to achieve all delivery dates quoted, however as I am sure that you are aware the shipping industry is currently very volatile and can be subject to delays in shipping and customs clearance, which are beyond our control.

ESPO will provide DfE with a manufacturing timetable once the order is placed with the factory. For each part order (of 3x60,000 units) if manufacture of rekenreks is not completed within 30 days of the manufacturing production timetable completion date (yet to be provided and will be confirmed after order placement), then ESPO will seek confirmation from DfE that manufacturing is required for that part of the order of 60,000 units. For any goods not manufactured or shipped, ESPO will issue a credit for sums paid for in advance by DfE when ESPO is credited by the supplier. ESPO will provide shipping updates and share plans developed to mitigate shipping risks with DfE.

The project timescales provided by the DfE are extremely tight but not impossible to achieve. The project requires production to scale up at extremely short notice, and ESPO and our partners have all formed senior project teams in order to manage the project to the timescales provided above. ESPO will provide DfE with relevant information as soon as they become aware of any risk of delay to the above timeframes.

Our bid is based on a firm commitment to the supplier for at least 120,000 units therefore, the order cannot be cancelled by the DfE once placed with ESPO and full payment will be required. If the goods are delayed they will be delivered to schools by ESPO as soon as reasonably possible upon arrival in the UK. If the goods arrive earlier than envisaged, ESPO will deliver them to schools as soon as reasonably possible. If goods are delayed more than 30 days beyond their intended delivery date, ESPO will provide the opportunity for school shipping addresses to be amended.



If the full order of 120,000 is ordered then the pricing will remain firm. If the quantities are reduced then ESPO will have to requote.

We do understand the time pressures and challenges faced by the DfE to roll out this project and will take all reasonable endeavours to support this project.

DfE may place further orders, beyond those listed in the above agreement, if required. Pricing and delivery information to be provided by ESPO upon request.

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