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**STATEMENT OF SERVICE REQUIREMENTS**

**THE PROVISION OF SERVICES FOR HSE GRIP RATING SCHEME ON BEHALF OF THE HEALTH AND SAFETY EXECUTIVE**

# 1 THE HEALTH AND SAFETY EXECUTIVE (HSE)

1.1 The Health and Safety Executive (HSE) is a Crown non-departmental public body with specific statutory functions in relation to health and safety. It is appointed by the Secretary of State for Work and Pensions and employs policy advisers, inspectors, technologists and scientific and medical advisers. HSE’s mission is to prevent ill health and injury in the workplace delivering healthier, safer workplaces.

1.2 HSE consists of a governing Board comprising of a Chair and eight non-executive members, all of whom are appointed by the Secretary of State for Work and Pensions after consultation with organisations representing employers, employees, local authorities and others, as appropriate.

1.3 HSE comprises various directorates and groups and is led by a senior management team. HSE works from over 30 locations throughout Great Britain more information can be found at [www.hse.gov.uk](http://www.hse.gov.uk).

# 2 HSE GRIP RATING SCHEME

2.1 The GRIP scheme was developed by HSE to assess and classify the slip resistance of footwear. Appropriately specified GRIP rated footwear has proven to reduce employee slips across a range of businesses (Bell et al, 2019, Cockayne et al, in press). The GRIP scheme aims to disseminate valid and useful information regarding the slip resistance of footwear through the use of easy to understand star-ratings to help in the selection of footwear and the management of slip risk.

# 3 BACKGROUND

3.1 Falls due to slip accidents are a significant contributor to injury and ill health at work. Recent statistics for Great Britain show slips, trips and falls on the same level are the main cause of non-fatal injury in the workplace (https://www.hse.gov.uk/statistics/causinj/index.htm). The estimated number of working days lost from such accidents in Great Britain is 1 million, with numerous major injuries to employees and significant costs to employers (HSE, 2019).

3.2 Footwear as PPE can provide an effective control in the prevention of slips when used alongside other reasonably practicable measures. “Pedestrian slip resistance is determined by the Coefficient of Friction (CoF) between two interacting surfaces, specifically the frictional properties or slipperiness of floors and footwear in actual conditions during locomotion” (Grönqvist, 1995). Friction is considered to be a direct indicator of slip risk. It is suggested that any test to measure slip resistance should replicate, as closely as possible, the parameters of slipping (Strandberg and Lanshammar, 1981; Grönqvist et al, 1989). A valid test should replicate the critical point in pedestrian gait at which traction is lost, when the friction required just exceeds the friction available.

3.3 The European PPE Directive recognises the need for slip resistance as a protective property of footwear. Demonstration of compliance with this requirement is often claimed through the use of mechanical tests. One such mechanical test (BS EN ISO 13287: 2012) forms the basis of the commonly used standards BS EN ISO 20345:2011, BS EN ISO 20346:2004 + A1: 2007 and BS EN ISO 20347:2012. There are concerns that this test does not closely replicate the critical point in pedestrian gait at which traction is lost. There are also concerns that the test conditions and criteria used to determine the slip resistant marking do not reflect actual friction requirements of normal walking activities (Hallas et al, 2009). Other work has questioned the validity of the test, due to its inability to predict slip potential (Blanchette and Powers, 2011).

3.4 In response to these concerns, HSE developed their own test methods and created the HSE GRIP\* rating scheme (https://www.hsl.gov.uk/hsl-shop/grip), whereby footwear is awarded a star rating (from 1 – 5 stars) based on how well it performs in very challenging test conditions. Participation in the scheme is voluntary and the cost of testing and administration is recovered by operating the scheme on a fee-for-rating basis.

3.5 The work carried out by HSE Science Division to investigate the slip resistance properties of footwear has provided a valuable knowledge base enabling businesses to reduce slipping accidents. The close correlation between the slip resistance of footwear measured in the laboratory and the performance in the workplace environment is the ultimate indication of the validity of a test method. Two randomised controlled trials have evidenced that footwear which performs well on HSE’s GRIP scheme can significantly reduce the risk of slipping in the workplace (Bell, et al, 2019, Cockayne, et al, in press). The Bell study actually compared GRIP rated footwear with footwear that had been assessed and determined to be slip resistant by other means; it concluded that slip related injury claims were 67 % lower within the group wearing GRIP rated footwear. The results of the Bell study therefore not only validate the GRIP scheme, they highlight the unreliability of other means of footwear assessment and specification.

3.6 However, despite the growing evidence to support the use of the GRIP scheme and the various concerns regarding alternative methods of assessment, the majority of footwear manufacturers/suppliers do not provide GRIP ratings for their products. This is mainly due to the cost and complexity of the current GRIP scheme test method (the HSE Ramp Test), which can only be undertaken by HSE (HSE, 2019 & HSL, 2014). To try to address this, HSE have worked in collaboration with the University of Sheffield to develop a working prototype of an easy to operate mechanical test, the HSE Simulated Slip Test (SST), which has far greater potential for widespread use.

3.7 Initial validation work has shown that a prototype SST provides comparable results to the HSE Ramp Test, but further development is needed to improve the usability and repeatability of the test (Lewis et al., 2020). The aim of the proposed work is to refine the test method and make modifications to equipment design to improve repeatability and usability. The work will also include a review of the HSE GRIP scheme with the aim of making it more accessible to both footwear manufactures and end users.

3.8 HSE has decided that the time is right to take the opportunity to move to a new operational model that will establish the broad use of the GRIP Rating Scheme to help reduce work related slips accidents. It is envisaged that the new model will generate financial returns to HSE and provide a reasonable rate of return to the successful partner organisation.

# 4 SCOPE OF THE SERVICES REQUIRED

4.1 HSE is seeking to appoint an experienced and competent Concessionaire to operate the HSE GRIP Rating Scheme as a service concession and to provide all aspects of test development, sales and marketing, customer support and fulfilment services for its scheme. HSE expects to supply IP to support the development of the test equipment and the running of the scheme. HSE also expects to lead the quality assurance of the scheme through an audit and/or PT scheme to be agreed with the partner organisation.

4.2 HSE is seeking to award a five-year contract.

4.3 Both HSE and the current service provider do not consider that TUPE applies in respect of the proposed concession service agreement. Tenderers should prepare their submission on this basis.

4.4 HSE is open to receive bids from a single Concessionaire or from consortia.

# 5 OPERATIONAL REQUIREMENTS

The following section sets out the main operational criteria for the Concessionaire.

5.1 **Product and Test Development**

In order to support the upgrading of the SST from prototype to final product the concessionaire will be required to achieve the following objectives: -

1. Make modifications to how footwear is attached to the SST to make it quicker and easier, as well as to improve the consistency of fit and the repeatability of results.
2. Review equipment design and where appropriate revise to improve usability.
3. Define pre-use validation checks and parameters.
4. Refine test procedure, where appropriate.
5. Validate revised equipment/method.
6. Agree a commercial model by which the SST will be made available to purchase by approved test laboratories. This will include obtaining CE markings and any other necessary certification.

5.2 **GRIP Rating Scheme Development**

In order to widen the reach of the GRIP Rating Scheme and extend its use the concessionaire will be required to:

1. Review the HSE GRIP scheme, in collaboration with HSE, to help facilitate widespread adoption, with consideration being given to external labs producing GRIP ratings and HSE conducting audits or operating a proficiency scheme (PT) to ensure scheme integrity.
2. Produce a new GRIP scheme handbook and associated documentation /communications to reflect the outcomes of section 5.1.

5.3 **Marketing and Sales**

5.3.1 The Concessionaire will be responsible for all aspects of proactively marketing the GRIP Rating Scheme, including but not limited to mailshots, e-mail bulletins, search engine optimisation, printed or online advertising, social media and events. Marketing plans will be agreed between both partners and are expected to include use of HSE channels.

5.3.2 The Concessionaire will be responsible for all aspects of sales, including processing orders by post, telephone and via the internet. They will also be responsible for all interaction with the customer including inbound and outbound customer management, order processing, secure financial processing and aftersales management. The Concessionaire will be required to coordinate communications between HSE and approved Test Laboratories to enable HSE to conduct audits or a PT scheme to ensure the integrity of the scheme.

5.3.3 HSE has the right to approve marketing and advertising proposed by the Concessionaire. This is required to protect the HSE’s reputation and ensure the Concessionaire does not bring HSE into disrepute.

5.4 **Website**

5.4.1 HSE expects that a GRIP branded website will need to be implemented by the Concessionaire to support sales, marketing, payments and licence management. It is expected that this website would work closely alongside other HSE websites, e.g. [www.hse.gov.uk](http://www.hse.gov.uk), [www.hsl.gov.uk](http://www.hsl.gov.uk), <https://books.hse.gov.uk>. HSE expects to own any domain name(s) associated with the website to facilitate continuity of service during future contract transitions.

5.4.2 Any website presence will need to be accessible to people who rely on assistive technologies, offering access and achieving the standards set out by the [Web Content Accessibility Guidelines version 2.1](https://www.w3.org/TR/WCAG21/)[13] AA standard or similar to comply with HSE’s accessibility standards <http://www.hse.gov.uk/accessibility.htm>.

5.4.3 HSE considers that where a tenderer is certified to ISO 27000/1, or equivalent, standard then they will be deemed to have met the requirements for NCSC Cloud Security Principles (CSP) and online financial transactions.

5.4.4 In instances where a Tenderer is not certified to ISO 27000/1, or equivalent standard, they will be required to demonstrate how they will comply with the CSP and with relevant standards for online financial transactions,

5.4.5 The Concessionaire will be responsible for website support, responding to users’ queries via telephone calls and email. Moreover, to provide follow-on support for troubleshooting, resolving bugs and updating the website according to emerging evidence and user feedback.

5.4.6 The Concessionaire will coordinate with HSE to ensure data is managed in line with [GDPR](https://www.gov.uk/government/publications/guide-to-the-general-data-protection-regulation).

5.5 **Fulfilment**

5.5.1 The Concessionaire will be responsible for the fulfilment of sales orders in accordance with service level agreements (SLAs) agreed with HSE. These responsibilities will include:

* Managing the sale of test equipment (SST) and working with HSE to ensure that laboratories approved to issue GRIP ratings are kept up to date;
* Technical and Admin support for the use of GRIP;
* Passing details of consultancy inquiries to HSE;
* Over and under payment;
* Invalid/rejected payments;
* Rejection of invalid orders;
* Invoices and statements, including VAT receipts;
* Refunds;
* Credit chasing and bad debts;
* Returns.

5.6 **Complaints**

5.6.1 Irrespective of the source of Complaints, including whether they are hard- copy or electronic, Complaints relating to operational issues, such as delays in processing and/or delivering orders should be dealt with by the Concessionaire.

5.6.2 Complaints relating to issues which appear to be the responsibility of the HSE should be referred without delay to the HSE’s Contract Manager. If there are numerous complaints on a single issue, regardless of whether they are the responsibility of HSE, the HSE Contract Manager must be notified immediately.

5.7 **Fraud**

5.7.1 The Concessionaire shall safeguard HSE’s funding of the Contract against fraud generally and, in particular, fraud on the part of the staff, or the tenderer’s directors and suppliers. The Concessionaire shall notify the HSE immediately if it has any reason to suspect that any fraud has occurred or is occurring or is likely to occur.

5.7.2 If the Concessionaire or its staff commits fraud in relation to this or another contract with the Crown (including the HSE) the HSE may:

* terminate the Contract and recover from the Contractor the amount of any loss suffered by the HSE resulting from the termination, including the cost reasonably incurred by the HSE of making other arrangements for the supply of the Services and any additional expenditure incurred by the HSE throughout the remainder of the Contract Period;
* recover in full from the Contractor any other loss sustained by the HSE in consequence of any breach of this clause.

5.7.3 The Concessionaire should have arrangements for dealing with fraudulent activity of other parties found to be producing unauthorised copies of HSE IP.

5.8 **Contract Management**

5.8.1 The Concessionaire shall provide a named Contract Manager who will:

* Oversee management responsibility for this contract.
* Ensure delivery of services in accordance with agreed SLAs.
* Provision of monthly sales management information including, as a minimum, sales by product; orders unfulfilled and performance against individual KPI’s (and in the event of a KPI failure provide a draft Rectification Plan - see item 7.4).
* Attend contract periodic review meetings on a bi-monthly basis as a minimum.
* Resolve any service performance issues.
* Agree an appropriate governance management structure with HSE.

5.9 **Audit and Open Book Access**

5.9.1 In order to maintain financial visibility and support the value for money mechanism used in respect of this Agreement, the Concessionaire shall maintain comprehensive accounts in respect of its provision of the Services. These accounts shall:

* Detail the associated costs and revenue arising from and/or associated provision by Provider of the Services;
* Be prepared in accordance with UK generally accepted accounting principles/International Financial Reporting Standards;
* Be made available for review by HSE upon reasonable request from time to time with access to supporting source documentation.

5.9.2 HSE (or HSE’s auditors and their respective authorised agents, as applicable) may once during each year of the Term and at least once in the six (6) years following the expiry or earlier termination of this Agreement, have the right on prior written notice (save where the giving of such notice would be incompatible with the purpose of the audit) of reasonable access to the Records (including a right to make copies thereof at cost and to any Sites and Equipment, to conduct an audit of the Concessionaire (and the Concessionaire shall provide all reasonable assistance in connection therewith) for any or all of the following purposes:

* in connection with any audit and certification of HSE’s accounts;
* to verify the accuracy and completeness of any information supplied by the Concessionaire to HSE under this Agreement;
* to audit the Concessionaire’s quality management and information security systems;
* to carry out an audit of the Concessionaire’s compliance with this Agreement;
* to carry out an audit of all activities, security and integrity in connection with the provision of the Services; and
* to carry out any other audit that may be required by HSE or any regulatory body.

# 6 BUSINESS GROWTH / ADDED VALUE REQUIREMENT

6.1 In addition to the main operational criteria, HSE is seeking a Concessionaire who can work with them to develop new opportunities and achieve significant growth for their GRIP rating scheme, both in the UK and internationally. There are a number of ways this can be achieved, and we welcome suggestions as to how this objective can be delivered.

6.2 The HSE is open to considering proposals from the Concessionaire in respect of them achieving exceptional growth related to over-achievement (adding value or making efficiencies resulting in greater returns).

6.3 The contract management process will agree and document a set of principles around reporting, monitoring, and operating of a profit-sharing mechanism, should this be appropriate.

# 7 KEY PERFORMANCE INDICATORS

7.1Business growth, continuity of supply and high levels of customer service are important criteria for HSE. The Concessionaire should therefore be able to meet a minimum set of core KPIs for operational and non-operational activity, as follows:

| **Core**  **Operational KPI’s** | **Required**  **Service Level** |
| --- | --- |
| **Website Provision**  Provision of a secure web hosting platform | Maintaining an uptime rate of at least 99.9% (TBC) 24/7 365 days per year. |
| **New Orders**  Order acknowledgement provided  Received and processed | Within 1 working day of receipt  Within 7 working days of receipt |
| **Completed Orders**  Time taken to process e-mail enquiry/order | Within 2 working days of receipt |
| **Returns**  Checked and logged | Within 3 working days of receipt |
| **Telephone Response**  Time taken to answer telephone enquiries | 80% (TBC) within 20 seconds of all calls to be answered |
| **Written Correspondence**  Handling of enquiries | Replied to or acknowledged within 7 working days |
| **Complaints**  Handling of complaints | Resolved with a written response provided within 7 working days |

| **Core**  **Non-Operational KPI’s** | **Required**  **Service Level** |
| --- | --- |
| **Monthly Reports** :  System generated report, produced and despatched from close of month end | Within 1-7 working days |
| **Management Report** – produced and despatched from close of month end | Within 10 working days |
|  |  |

7.2 The Concessionaire is encouraged to submit proposals for any additional and appropriate KPI’s they believe fully covers the breadth of business described above.

7.3 Any required remedies for failure to achieve KPIs will be agreed between HSE and the prospective Concessionaire prior to contract initiation.

7.4 In the event that the Concessionaire fails to achieve any KPI, the Concessionaire shall provide a draft Rectification Plan aimed at rectifying the KPI failure for HSE’s consideration. If the Concessionaire fails to provide the draft Rectification Plan or fails to remedy the KPI failure, HSE shall be entitled to terminate the Concession Agreement in accordance with the Concession Agreement.

7.5 The Concessionaire is required to comply with obligations under the concession contract including minimum performance levels. HSE also reserves the right to terminate the concession contract if the Concessionaire is not providing the services.

7.6 The Concessionaire is required to meet the KPIs to ensure that the concession maintains it’s the value and appeal to customers. HSE also requires that existing customers obtain continuity of service.

**8 CONCESSION SERVICES MODEL**

8.1 The business model proposed by the HSE for this concession services agreement is that in consideration of providing the Services, the Concessionaire shall be entitled to retain the agreed proportion of the sales of all SST equipment and the issuing of GRIP Ratings and pay HSE an agreed royalty. HSE expects the level of royalty to reflect the level of support from HSE in delivering the service. While HSE encourages innovation in business models, we expect models to describe a royalty split for the SST and a separate royalty for the issuing of GRIP Ratings.

8.2 HSE expects to receive a return and it is the responsibility of the Concessionaire to ensure that the level of financial return to HSE leaves them with a reasonable return after their operating costs have been accounted for.

8.3 HSE is seeking assurance that the revenue split proposed by the Concessionaire is based on a robust, reliable and achievable forecast. To provide that assurance the Concessionaire is required to provide a comprehensive financial model, supported by sufficient evidence, detailing:

(i) all costs associated with the provision of the Services in any given year, including any one-off costs such as set-up costs;

ii) projected sales revenue;

iii) their margins and return;

iv) financial return to HSE;

v) their sales, growth and income forecasts;

vi) gain share provisions in the event that sales targets are exceeded, or costs are reduced and;

vii) all assumptions made to support the information and figures included in the financial model.

8.4 Two key aims of this agreement are for the Concessionaire to deliver proven operational/service improvements to reduce costs and increase sales of products that have a positive impact on health and safety. A potential benefit arising from realising either of these aims is a higher than originally forecast level of profit. HSE is keen to understand how this additional profit will be identified and shared. Therefore, the Concessionaire is required to include full details of their proposals for how additional profit, over and above those originally forecast, will be handled. Proposals may include, but are not limited to, initiatives to incentivise over-achievement of agreed service levels.

8.5 The Concessionaire is not permitted to change the charges they levy to customers, without HSE consent, for the duration of the contract. The intention is to ensure that the concession remains compliant with the Concession Contracts Regulations 2016. HSE also wishes to ensure that the value of the concession and the HSE reputation are not diminished by the Concessionaire through the operation of the pricing strategy.

**9 IMPLEMENTATION & TRANSITION**

9.1The Concessionaire will be expected to work closely with both HSE and the current stakeholders (Sheffield University and VeTech) to prepare for the transition to the new working arrangements. This will need to include current customers part way through their GRIP Rating validity. HSE understands that a Concessionaire may wish to transition existing customers to its service. If that is the case the transition plan must cover the implications of this switch to all stakeholders.

9.2 HSE will discuss and agree the specific operational and financial implications of this requirement with the Concessionaire nearer the time when the position is more clearly understood. Tenderers should bear this in mind and include provision for this activity within the Implementation Plan they are required to provide as part of their tender submission.

9.3 Tenderers should include details about what activities will be required, milestones and deliverables and indicate who will be responsible for delivering these activities. Tenderers should include an estimate of the resource requirements for delivery of each activity in terms of time and effort to be deployed.

**10 INTELLECTUAL PROPERTY RIGHTS**

10.1 There is no anticipated transfer of intellectual property in this contract. HSE will retain ownership of the GRIP content and any other contributors to its content will retain their own Intellectual Property Rights.

10.2 Intellectual Property Rights in respect of any new material or material jointly developed by HSE and the Concessionaire, during the lifetime of the Concession Agreement, will vest in HSE.

10.3 Ownership of all the HSE IP must transfer to HSE to enable HSE to continue to extract value from the suite of tools after expiry of the contract term. HSE will need to transfer a full set of HSE branded IP to a replacement Concessionaire at the end of the term. Fragmented ownership of the intellectual property would diminish the value of the concession and HSE options at the end of the contract term.

**11 BRAND USEAGE**

11.1 Authorisation of the use of the HSE brand will be under a license agreement between the Concessionaire and HSE.

# 12 HSE OBLIGATIONS

13.1 As part of the contract, HSE will:

* Work with the tenderer to revise and update pricing and licence conditions.
* Provide a named contract manager.
* Work with the tenderer to explore opportunities for growth including new content ideas, pricing, and growth of overseas markets.
* Work with the tenderer to co-market using appropriate HSE channels e.g. HSE e-Bulletins
* Work with the tenderer to agree scientific support in line with the business model.
* Provide a named technical support manager.
* Work with the tenderer to coordinate Test House Validation.

**Annex 1**

**HSE GRIP RATING SCHEME**

**SUMMARY OF CURRENT IP**

**HSE GRIP scheme**

HSE own all rights to the GRIP scheme and the associated logos and intellectual property.

**Simulated Slip Test**

HSE and the University of Sheffield share ownership of the design of the Simulated Slip Test and the associated intellectual property. HSE and the University of Sheffield each own their own prototype of the test equipment. Any IP Royalties to the University of Sheffield will be managed by HSE and will fall outside of this agreement.