

# Remote Sensing Services and Equipment Prequalification Scheme

## Scheme Rules

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## Introduction

Spatial Services, a division of the NSW Department of Customer Service, has established the Remote Sensing Services and Equipment Prequalification Scheme (hereafter referred to as the Scheme).

The Scheme covers the acquisition, processing and supply of spatial data and remote sensing services. The scheme was established as part of wider NSW procurement reform to extend opportunities to market-leading private enterprise to do business with the NSW Government and simplify the procurement process. For further information please refer to [eTendering](#).

The scheme is managed and administered by Spatial Services. The Scheme Committee is responsible for the governance of the scheme, endorsing and conducting supplier performance reviews, and providing guidance and direction on scheme operation. The scheme manager is responsible for reviewing and managing supplier applications and providing communication with stakeholders. Scheme administrators manage general management tasks for the scheme and manage procurement through the scheme.

Applicants need to answer all questions in the online application. The following information is required in the application process:

- Organisational Information
- Organisational Experience including capacity and capabilities for each nominated category
- Satisfactory Referee Reports, including appropriate number of individual reports and value risk category
- Financial capacity and legal proceedings
- Applicant Statement and Declaration

## Purpose of Scheme

To provide an effective framework for the procurement of Imagery and Elevation data, and related equipment and services for NSW Government at both state and local levels, which is consistent with NSW procurement policies.

The information provided may be subject to assessment, reference checks, searches, interview, enquiries, and confirmation. By applying for the scheme, suppliers have authorised any such action.

## Prequalification

The scheme has one prequalification type. Suppliers approved on the scheme will be able to provide low risk contracts valued up to \$150K. Suppliers which meet high risk criteria, as outlined in section 7, will be able to provide contracts for procurement between \$150K - \$650K OR high-risk contracts below \$150K. All values are excluding GST.

## Scheme Categories

### Schedule A: Remote Sensing Data capture and Supply

Vendors that can capture and supply remote sensing data that defines the Earth's above ground and below water surface, and depict height information, vegetation, floods, and other special conditions and features. Typically collected from aerial imagery, satellite imagery, or active sensors such as LiDAR and RADAR.

## Schedule B: Remote Sensing Professional Services and Spatial Data Products and Services

Vendors that can provide professional services relating to remotely sensed data including consultation, development, monitoring, data processing and other associated services as well as vendors that can supply spatial data products and services that do not fall under Schedule A.

## Schedule C: Remote Sensing Hardware and Software

Vendors that sell equipment that captures various wavelengths across the electromagnetic spectrum, equipment that uses technology to measure the distance from the sensor to the target feature and specialist software relating to remotely sensed data.

## General Insurance Requirements

Applicants are to provide and maintain insurance policies for Public and Product Liability, and Workers Compensation, in accordance with the Scheme Rules upon application, and otherwise where required by law.

Insurance document will be requested each time a contract is entered into ensuring insurance documents are current. Additional insurances, or licences, may be requested based on individual project requirements.

# Rule of participation in the remote sensing services and equipment prequalification scheme

## 1. Definitions and Interpretations

**Agency** includes NSW Government sector agencies including departments, statutory authorities, statutory corporations and government business enterprises.

**Agreement** refers to this document.

**Applicant** means a person who has submitted an application for admission to the Scheme.

**Application** means an online application submitted for admission to the Scheme in the form prescribed in Schedule 1.

**Assessment Body** means the entities appointed by DCS to determine the eligibility of Suppliers to be admitted to the Scheme.

**Confidential Information** means any information and all other knowledge at any time disclosed (whether in writing or orally) to the Supplier by the Agency, or acquired by the Supplier in performing the Services which:

- (a) is by its nature confidential.
- (b) is designated, or marked, or stipulated as confidential.
- (c) the Supplier knows or reasonably should know is confidential; and includes but is in no way limited to:
  - (i) the Contract Material.
  - (ii) the Agency's Material.
  - (iii) any material which relates to the affairs of a third party.

but does not include information which:

- (d) must be disclosed to perform the Services.

- (e) is or becomes public knowledge other than by breach of this Agreement.
- (f) is in the lawful possession of the Supplier without restriction in relation to disclosure before the date of receipt of the information from the Agency or a third party; or
- (g) is required to be disclosed pursuant to law or any legal process.

**DCS** means Spatial Services on behalf of the NSW Department of Customer Service, unless otherwise specified.

**Risk** means the impact resulting from failure or delay, as influenced by numerous factors, including but not limited to: significance, value, location, or time frames.

**Performance Report** means a report submitted in accordance with clause 19.

**Supplier** means an organisation who has applied for, and been granted admission to, the Scheme by the Assessment Body.

**Scheme** means the Remote Sensing Services and Equipment Prequalification Scheme administered by the Department of Customer Service, Spatial Services.

## 2. Scheme Usage

- 2.1. The following organisations are entitled to use the Scheme:
  - a) NSW Government Agencies and state-owned corporations
  - b) Local or federal government entities; and
  - c) Not for profit organisations, as approved by DCS in its absolute discretion. 3.

## 3. Confidentiality

- 3.1. Confidential information submitted with an application will be treated as confidential by NSW Government agencies unless otherwise required by law.
- 3.2. Information submitted with an application may be subject to investigation, reference checking, searches, interview, enquires and confirmation. Applicants and Suppliers are deemed to have authorised any such action.

## 4. Procurement Policy Framework

- 4.1. Suppliers must adhere to the NSW Government Procurement Policy Framework (Procurement Policy) at all times. In addition to compliance with Procurement Policy, Suppliers are also expected to comply with the Supplier Code of Conduct.
- 4.2. Any breach of the NSW Government Procurement Policy may result in the termination of an engagement and/or removal from the scheme.

## 5. Applications for Prequalification

- 5.1. All applications must be submitted online.
- 5.2. Overseas entities are eligible to apply however applicants must have a current Australian Business Number (ABN) and/or Australian Company Number (CAN) and be registered for Goods and Services Tax (GST).

- 5.3. Applicants should only apply for categories that are the key services offered by their organisation and can be demonstrated as such.
- 5.4. Applicants are to provide relevant qualifications of licenses etc., if applicable to the categories.
- 5.5. Only those Applications which fully satisfy all requirements set out in these Scheme Rules and the online application form will be considered by the Assessment Body.
- 5.6. Applicants agree that, if prequalified under the Scheme, the terms and conditions of any engagement made under the Scheme will be those of the Customer Contract – Terms and Conditions attached to these Scheme Rules applicable to the level of registration of the supplier.
- 5.7. The details of scope of work, fees and other requirements for the engagement will be set out within the Customer Contract Order Form between the parties.

## **6. Process for Applications**

- 6.1. Applications means new applications, or applications by existing Scheme members for additional categories and will be assessed periodically at the discretion of the Assessment Body.
- 6.2. Applications for registration may be made at any time during the life of the Scheme.
- 6.3. The DCS Assessment Body will assess an application and advise the applicant of the outcome. The DCS Assessment Body may investigate an application as per Clause 3.2.
- 6.4. A supplier that applies for and is prequalified as a high-risk capable supplier may still be engaged to undertake a low-risk contract.

## **7. Application Content**

- 7.1. All Applicants need to ensure they provide all the required information requested within the questionnaire and answer all the question on the online application.
- 7.2. Information required for the inline application includes, but is not limited to;
  - (a) Organisation Information
  - (b) Details of company capacity and capability for each nominated category
  - (c) Proof of relevant insurances
  - (d) Satisfactory referee reports
  - (e) Financial capacity and details of Legal and ICAC proceedings
  - (f) Agreement to the Scheme Rules
- 7.3. All applicants need to ensure that the 'Organisational Experience' document is completed in full and provides all the required information.
- 7.4. Referee Reports for the Scheme must be completed in full and cannot be completed by anyone associated with the management of the Scheme.
- 7.5. For high-risk contracts or contracts valued between \$150k and \$650k (ex GST), suppliers must provide at least three (3) referee reports, of which one must be for a contract over \$150k. Additionally, suppliers should have an annual turnover of at least \$1M.
- 7.6. Suppliers that do not meet both conditions for high-risk approval will only be considered for low-risk contracts.

## **8. Evaluation Criteria used for assessing applications**

- 8.1. All applications will be assessed according to the following evaluation criteria:
- (a) Provision of all required information
  - (b) Satisfactory referee reports
  - (c) Demonstrated capability and experience in the categories applied for including current insurances and relevant licenses.
  - (d) Agreement to Scheme Conditions
- 8.2. Customers may also carry out their own investigations into value for money, including company capacity and capability, appropriate insurances levels, etc., for each engagement.
- 8.3. Applications that do not appropriately fit the purpose of the scheme, or nominated scheme category, will be denied.

## **9. Notification of Outcome**

- 9.1. Assessment outcomes will be recorded in the NSW Procurement eTenders system with applicants notified of the outcome electronically as per the contact details provided by the supplier upon application.

## **10. Disclaimer**

- 10.1. DCS and the Assessment Body reserve the absolute discretion to:
- (a) Accept an application with or without limitations and/or conditions;
  - (b) Reject an Application;
  - (c) Suspend and Suppliers' admission to the Scheme; and
  - (d) Revoke a Suppliers' admission to the Scheme.
- 10.2. DCS will not be held liable for any costs or damages incurred by the Supplier in the exercise of such discretion.

## **11. Supplier Obligations Under the Scheme**

- 11.1. Prequalification under the Scheme is subject to the following conditions:
- (a) For each individual engagement for which the Supplier is selected, the Supplier shall enter into an agreement comprising of the Customer Contract – Terms and Conditions. The parties will complete the Agreement Details for each individual engagement, including fees to be charged for each individual engagement.
  - (b) Applicants agree that, when registered under the Scheme, the terms and conditions of any engagement made under the scheme will be those of the Customer Contract – Terms and Conditions.
  - (c) The Supplier must keep their profile updated on the NSW Procurement eTenders system. Any changes must be actioned as soon as possible. Inaction by a supplier to maintain profile details may result in suspension of prequalification and the applicant may be required to reapply.
  - (d) The Supplier agrees not to seek any amendment to the Customer Contract – Terms and Conditions.

- (e) The details of scope of work, fees and other requirements for the engagement will be set out in the Agreement Details between the parties.

11.2. In undertaking engagements under the Scheme for an Agency, the Supplier agrees:

- (a) To ensure the keeping of proper accounts, records (including information stored by computer or other devices) and time sheets in accordance with accounting principles generally applied in commercial practice and maintain the same for a period of seven (7) years following the end of the engagement;
- (b) To effect and maintain workers compensation and, if requested by the Agency Public and Products Liability insurances;
- (c) To ensure the confidentiality of documents and information provided by or on behalf of the Agency;
- (d) To ensure the return of all confidential information, documents, and copies in hard and electronic format upon expiry or termination of the engagement.

## 12. Supplier Reporting Obligations

- 12.1. Suppliers must immediately update their supplier profile for any contact detail or address changes via profile update on eTenders.
- 12.2. Suppliers must immediately inform DCS of any significant change to their financial capacity, capability, ownership status, etc. by email to [ss-resse@customerservice.nsw.gov.au](mailto:ss-resse@customerservice.nsw.gov.au) and outlining the changes and any associated issues.
- 12.3. Suppliers must ensure that all insurances required by law are maintained and that all relevant insurance as required by the buyer for any engagement are evidenced prior to execution of the engagement.

## 13. Agency Obligations

- 13.1. Agencies must consider the work required to determine level of risk and to ensure a proper estimate is arrived at before any supplier is engaged.
- 13.2. Agencies should ensure due diligence in selecting suppliers and ensure that the supplier selected has the necessary levels of capability, resources, and specialty to cover the specific engagement.
- 13.3. Agencies must consider the engagement risks and ensure insurance types and levels are determined and evidenced before any supplier is engaged.
- 13.4. Agencies must report all use of the scheme through [ss-resse@customerservice.nsw.gov.au](mailto:ss-resse@customerservice.nsw.gov.au). When reporting, the project contact and capture area must be provided.
- 13.5. Agencies must request a new contract for each project. A blank contract will be provided at time of reporting.

## 14. Agency Performance Monitoring Obligations

- 14.1. Quality assurance, value for money, and performance improvement are key objectives of the Scheme. To help meet these objectives, Agencies are required to submit a Supplier Performance Report.
- 14.2. Where an Agency considers that a Supplier's performance has been unsatisfactory, the Supplier will be kept informed and afforded an opportunity to show cause as to why it should not be rated 'unsatisfactory'.



## 15. Performance Reporting Behaviour

- 15.1. Supplier performance monitoring and reporting shall be conducted in accordance with the following principles:
- (a) the mutual objective of contracting parties to achieve continuous performance improvement;
  - (b) the utilisation of performance reporting as a tool to facilitate the identification and resolution of project issues;
  - (c) open, proactive and objective performance monitoring and periodic formal reporting by the representatives of both parties to an engagement;
  - (d) performance reporting becoming the responsibility of both parties;
  - (e) performance being on the agenda at regular formal contract meetings;
  - (f) performance issues being promptly addressed by the parties concerned;
  - (g) performance issues being discussed openly with the Supplier to ensure that concerns (such as dissatisfaction with performance) do not come as a surprise when subsequently documented in the relevant Performance Report;
  - (h) objective statements or documents consistent with and supporting the performance rating should be used to provide the basis for the ratings recorded in a performance report; and
  - (i) the assessment of the performance of the Supplier should take account of individual behaviour when necessary to highlight performance problems for resolution; and
  - (j) a proactive approach to initiating and encouraging communication by either party to discuss performance and performance reporting matters, including making arrangements for formal performance reporting consultation meetings.

## 16. Performance Reporting Process

- 16.1. The Agency will be responsible for the submission of Supplier Performance.
- 16.2. When a Supplier Performance Report is prepared, the Agency shall:
- (a) provide a copy of the Performance Report to the Supplier; and
  - (b) forward the original to SS-ReSSE@customerservice.nsw.gov.au
- 16.3. If the Supplier disagrees with the Supplier Performance Report, the Agency and the Supplier must attempt to resolve the disagreement in the first instance. Following an unsuccessful attempt to resolve a disagreement, the Supplier may refer the Supplier Performance Report, with written reasons for the disagreement by way of email to SS-ReSSE@customerservice.nsw.gov.au referencing the associated project number.
- 16.4. The scheme administrators, with assistance from relevant SMEs where required, will:
- (a) Arrange a meeting between Supplier and Agency to discuss the supplier performance report
  - (b) Facilitate discussions to resolve disagreements
  - (c) If necessary, amend the Supplier Performance Report and notify all parties of the outcome.
  - (d) Where the supplier performance report is amended, enter the amended report information into the ReSSE Scheme supplier database.

## **17. Performance Management**

- 17.1. Monitoring and ensuring compliance in respect of each engagement under the Scheme is the responsibility of the agency and agency head.
- 17.2. DCS will manage the performance of the Supplier by:
- (a) applying sanctions, such as temporary suspension from the Scheme, where performance is deemed unsatisfactory.
  - (b) revoking a Supplier's admission to the Scheme, following due consideration of the circumstances, where performance is determined to be unsatisfactory; and
  - (c) providing the opportunity for a Supplier to request a review of the decisions.

## **18. Upgrading of Prequalification**

- 18.1. DCS may upgrade a supplier to high-risk capable under the Scheme where the Supplier has submitted an application for such an upgrade, including documentation and other material in support of its request.

## **19. Downgrading of Prequalification**

- 19.1. DCS may downgrade a Suppliers status from High-risk to low-risk capable under the Scheme is DCS considers the supplier has:
- (a) Not complied with the Scheme Rules; or
  - (b) Experienced an adverse change in capacity; or
  - (c) Experienced an adverse change in business status.
- 19.2. Before the status of a Supplier is downgraded, DCS will advise the Supplier of the matters prompting the downgrade and will give the Supplier the opportunity to provide reasons as to why the downgrade should not occur.

## **20. Temporary Suspension**

- 20.1. DCS may suspend a supplier from the Scheme if DCS considers the supplier has:
- (a) Not complied with the Scheme Rules; or
  - (b) Demonstrated unsatisfactory performance.
- 20.2. DCS will advise the Supplier of the reasons for the suspension and of any actions by the Supplier required to lift the suspension. A Supplier that has been suspended from the Scheme must inform DCS if and when the actions required to lift the suspension have been undertaken.
- 20.3. DCS will regularly review the status of Suppliers who have been suspended. If the action taken by the Supplier is considered by DCS to be insufficient, the suspension period may continue, and the Supplier will be notified accordingly. DCS may revoke the suspension if it is satisfied that the Supplier has taken appropriate action to address the reasons for the suspension.

## **21. Removal from the Scheme**

- 21.1. DCS may revoke a Suppliers admission to the scheme is DCS considers that a Supplier has:

- (a) Breached the Scheme Rules; or
  - (b) Has appointed a receiver or administrator or becomes insolvent; or
  - (c) Been the subject of substantiated reports of unsatisfactory performance for other NSW Government agencies; or
  - (d) Been determined by the Assessment Body as not suitable for future work; or
  - (e) Has frequently declined provision of service opportunities without providing valid reasons; or
  - (f) Experienced an adverse change in capacity or capability; or
  - (g) Experienced an adverse change in business status; or
  - (h) Failed to address the reasons promptly and adequately for a temporary suspension from the Scheme; or
  - (i) Been convicted of a breach of its obligations under work health and safety legislation or environmental protection legislation; or
  - (j) Otherwise failed to meet the standards required of the Scheme in terms of its project outcomes, business management systems, client satisfaction and ethical business practices; or
  - (k) Provided false and/or misleading information in making application to the scheme.
- 21.2. Before a supplier's admission to the Scheme is revoked, DCS will advise the Supplier of the matters prompting the proposed action and will give the Supplier the opportunity to provide reasons as to why the revocation should not occur.
- 21.3. A supplier may also have their membership suspended if an adverse Supplier Performance Report, or a number of adverse Performance Reports, have been submitted. The Supplier may be asked to show cause as to why it should not be suspended as a member of the Scheme until it can provide evidence of having rectified the subject of the adverse Supplier Performance Report or Reports. Exception to this is where contact has been attempted but all contact details are invalid and a web search has failed to locate any current contact details. In this case, suspension will be undertaken without notice.
- 21.4. Suppliers may use a generic (as opposed from a personal) email address as a contact point due to staff turnover etc. Receipt of offers may fail if the personal email account is no longer operational.
- 21.5. Where a Supplier who has had its membership suspended or revoked believes that there are substantive grounds for a review of the decisions, the Supplier may request such a review in writing. A report on the review will be prepared by DCS who will inform the Supplier of the outcome of the review.
- 21.6. Where a Supplier who has had its membership suspended or revoked due to contact details or profile not being kept up to date does not respond within two (2) months of the suspension, the Supplier will not be reinstated – they will be required to reapply for the Scheme and complete the application as a new applicant.

## **22. Request for Review of DCS Decision**

- 22.1. Where a Supplier considers that there are substantive grounds for DCS to reconsider its decisions, the Supplier may request a review of the decision in writing, providing full details for the reasons for the request for review to [SS-ReSSE@customerservice.nsw.gov.au](mailto:SS-ReSSE@customerservice.nsw.gov.au). DCS will inform the Supplier of the outcome of the review.

## **23. Publicity**

- 23.1. Suppliers must not formally advertise, promote, or publicise in any form their admission to the Scheme without written consent of DCS.

- 23.2. All advertisement and promotion of the scheme, or work completed through the Scheme, by Suppliers must be approved by DCS prior to publication.

## **24. Applicant's Acknowledgment**

- 24.1. In Applying for registration, the Applicant agrees to accept the Scheme Rules as they are, including any variations.

## **25. Prequalification no Guarantee of Work**

- 25.1. The receipt of prequalification by a Supplier does not guarantee:
- (a) A continuity of the prequalification scheme; or
  - (b) Continuity of the prequalification for the duration of the Scheme; or
  - (c) Receipt of opportunities to tender; or
  - (d) That engagements or work of any kind, quantity or frequency will be offered.

## **26. Work outside the Scheme**

- 26.1. The Supplier acknowledges it is aware that registration on the Remote Sensing Services and Equipment Prequalification Scheme does not entitle prequalification to any other prequalification scheme administered by DCS.
- 26.2. In the event that a Supplier wishes to undertake engagements outside of the Scheme, the supplier must apply for prequalification in accordance with the relevant scheme rules.

## **27. Assignment or novation by DCS**

- 27.1. DCS must not assign any of its rights under the Scheme, or novate its rights and obligations under the scheme, without consent of the Supplier to any Department, Government Agency, or any other body created by or under legislation of the State of New South Wales for the purpose of administering the functions or discharging the role of DCS.

## **28. Assignment or novation by the supplier**

- 28.1. The supplier must not assign its rights under this Scheme or purport to novate its rights and obligations under this scheme without prior approval of DCS.
- 28.2. Suppliers, if under contract with an agency, must inform the agency of any changes or name or ABN.

## **29. Review and Development of the Scheme**

- 29.1. The Remote Sensing Services and Equipment Prequalification Scheme will be monitored by DCS to assess whether the objectives and intent of the Scheme are being met. Modifications may be made at the discretion of DCS during the life of the scheme.