

BID ADDENDUM  
SP-18 NEW. 11/97

# STATE OF CONNECTICUT

*DEPARTMENT OF ADMINISTRATIVE SERVICES*

**PROCUREMENT SERVICES**

**165 Capitol Avenue, 5<sup>th</sup> Floor South**

**PO Box 150414**

**HARTFORD, CT 06115-0414**

BID NO.:

**05PSX0128**

Bid Due Date:

23 May 2005\*

**Tony DeLuca**  
*Contract Specialist*

**(860) 713-5070**  
*Telephone Number*

## **BID ADDENDUM #1**

DESCRIPTION: Coastal Area and Connecticut River False Color Infrared Aerial Photography

FOR:  
DEP

### **BIDDERS NOTE:**

1. The Bid Due Date has been extended to May 23, 2005\*
2. The attachment contains all questions received and the corresponding answers.

**This Addendum must be *Signed & Returned* with your Bid.**

\_\_\_\_\_

*Authorized Signature of Bidder*

\_\_\_\_\_

*Company Name*

**APPROVED** \_\_\_\_\_

**TONY DELUCA**

*Contract Specialist*

(Original Signature on Document in Procurement Files)

**Date Issued:** 11 May 2005

## **05PSX0128 – Questions and Answers**

1. Does a supplier have to be pre-registered with the State of Connecticut, Department of Administrative Services to participate?

- **No**

2. Will the Department of Administrative Services accept this proposal using the Z/I Digital Imaging System to conduct the aerial data collection for this project?

- **No, one of the key deliverables for this project are the film transparencies. DEP has a 30-year collection of film transparencies from similar projects and our goal is to acquire an aerial product consistent with that format. In the future the DEP may move to a digital product, but will not make that transition now.**

3. In the contract terms and conditions it said bid/performance bonds may be required, will they be required for this bid?

- **No**

4. Would the state consider using imagery captured in April this year covering the central third of the state which includes in excess of 25% of the coast and 90% of the CT river using new digital cameras capturing color, black and white and color infrared at the same time, producing orthophotos instead of the June/Sept date as requested in the bid document? The remainder of the area would be photographed in the June to September timeframe.

- **No. Although the April imagery sounds intriguing, the flight window of June 15<sup>th</sup> to Sept 15<sup>th</sup> is in place to capture specific seasonal characteristics of the coastal area, namely human use activities such as boating, marina activity, seasonal in-water floats/docks, as well as natural resource data such as tidal wetland vegetation types. These elements cannot be captured to our satisfaction outside of the specified flight window.**

5. Is there a digital shape file of the project area available for flight planning purposes?

- **Yes, the digital shapefiles used to make the project area maps in the Bid notice can be made available for flight planning purposes.**

6. A-1.1: You have requested color contact prints from the transparencies. The color paper used to print this type of imagery is no longer produced. Would prints generated from digital scans be acceptable? Note, prints made in this manner, do not contain the same level of detail/clarity as those in the past.

- **See response for item 16) below**

7. A-1.1: Photo mosaic indices are no longer produced. A digital map showing the location of the flight lines can be provided along with a digital file of the photo centers. Would this be acceptable?

- **No. Due to the nature of the items requested and the business processes employed by the DEP, hard copy index maps identifying the location and designation of the photos is required. The idea is to allow people to identify geographic areas of interest and what photos cover that area via a hard copy map. The preference is to use photo mosaics to accomplish this. However, if the digital photo centers could be labeled with the photo numbers and overlaid on CT town boundary data to produce hardcopy equivalents, the DEP will consider it as part of the proposal, but this is not the preferred methodology.**

8. Will bonding be required?

- **Refer to item 3) above.**

9. C-1.2: We recommend the inspection of the transparencies be done at the contractor's office. The risk of damaging or losing film during shipping is high.

- ***Should the vendor be within a 2-hour drive from Hartford CT, it may be possible to arrange an on-site inspection. Failing that, the film will need to be shipped to DEP. DEP has always taken receipt of photography project products via US Mail, FedEx, UPS, etc. Although there is a risk of loss and/or damage in transit, if the film is insured and sent registered or certified, the risk should be mitigated.***

10. If a vendor does not respond to the option components will the vendor be considered nonresponsive?

- ***No. A vendor may choose not to respond to either or both of the optional requirements (B-8 & B-9). As long as the minimum product requirements are met as identified in B-1 through B-7 (inclusive) as well as the project requirements listed in sections C & D the bid proposal will be considered.***

11. Section B-1.11 - Newer cameras such as RMK TOP's no longer have level bubbles in the camera body. Is not having this characteristic considered nonresponsive?

- ***No. A level bubble is not necessarily required. As long as the minimum camera requirements are met as specified in B-1.9.1 (i.e., equivalent to or better than Leica RC1530 or RMK TOP), the bid proposal will be considered. Other flight data as specified in B-1.11 should be included, however.***

12. Section B-9.1 – 12-bit requirement. Do you mean 8 bit?

- ***The 12-bit requirement as stated in B-9.1 was erroneous. The DEP will require the digital orthophotos to be delivered in 24-bit color.***

13. Section C-6.3 – Please elaborate on the 30-day turnaround specification. Does this apply to the job as a whole or only for specific items requested? Due to environmental factors 30-day turnaround may not be possible.

- ***The 30-day turnaround references the period of time allocated for the processing of the items specified in C-6.3 (i.e., color prints, photo indices, and digital scans to be derived from inspected and approved transparencies.) The DEP is aware of the inherent uncertainties in this project as specified in C-1.2. Should more time be required beyond the specified 30-day period indicated in C-6.3, DEP may grant the request, but will require written documentation of the need. Vendors should be cognizant of their production capacities and capabilities for these items well in advance to avoid last minute requests for extensions.***

14. Because of the sparseness of control candidates for photography flown over the outer islands it may not be possible to triangulate the imagery. If a vendor proposes to fly the outer islands and not perform the orthorectification in these areas will the vendor be deemed nonresponsive?

- ***No. If it is not possible to triangulate the imagery for off-shore islands, the vendor will not be considered non-responsive. However, DEP will need to be made aware of which islands and/or areas are not possible to orthorectify and why not before the project is undertaken.***

15. Given that the answers to questions will be provided on 5/11/05 and the proposal should be mailed on 5/12/05 (Thursday) to ensure arrival on 5/16/05 (2PM Monday), can an extension be granted for the due date of the proposal?

- ***The bid due date has been extended to 2 PM Monday May 23, 2005.***

16. The request calls for color IR contact prints produced from color positive film transparencies. The print material used for this process has been discontinued by Kodak for some time now and is no longer in supply. The alternatives are as follows:

1. *Process the color IR film to a negative and produce the color IR prints from the negative film. This would result in the transparencies (film) being in a negative form from which color positive diapositives could be produced.*
2. *Process the color IR film to positive transparencies and scan the film to create digital imagery, then create the prints as high resolution digital plots of the digital imagery.*
3. *Process the color IR film to positive transparencies and produce a duplicate negative roll of this film from which the positive prints can be made.*

Can you give us an idea of what alternative is performed by the State?

- ***Kodak is aware of a potential source for the specified print material to use in creating the contact prints.***

***DEP's preference would be for Bidders to contact Kodak for the source and with that information subsequently inquiring about the feasibility of getting the specified print material, contingent on the quantity and quality available. Failing that, the option specified in 16-2 above (i.e., "Process the color IR film to positive transparencies and scan the film to create digital imagery, then create the prints as high resolution digital plots of the digital imagery.") is the DEP preferred alternative. This option will still need to use some form of archival quality paper of comparable quality to the material specified.***

17. Is it the case that the flyover can be performed anytime within the designated June 15 - September 15 period or is the timing of the flyover more limited and based on assessment of the salt marsh vegetation being fully developed? If the latter is the cause, who makes the assessment of the vegetation condition?

- ***The flyover can be performed anytime during the June 15<sup>th</sup> – September 15<sup>th</sup> window, so long as the timing conforms to the environmental conditions specified in B-1.4. Other details of the flight requirements are outlined in sections B-1 through B-1.8 and must also be adhered to.***

18. Special Terms and Conditions Item 22: Will the contractor financial information fall under 1-210(b) of the FOIA?

- ***Confidential and or Proprietary information (financials, trade secrets, etc.) must be so indicated as "Confidential - Proprietary" under FOIA rules.***

**STATE OF CONNECTICUT**  
**DEPARTMENT OF ADMINISTRATIVE SERVICES**  
**PROCUREMENT SERVICES**  
165 Capitol Avenue, 5<sup>th</sup> Floor South  
PO Box 150414  
HARTFORD, CT 06115-0414



**Tony DeLuca**  
Contract Specialist

**(860) 713-5070**  
Telephone Number

**NOTICE TO VENDORS:** Logon to  
http://www.das.state.ct.us/busopp.asp  
select the **Bidder Notification System &**  
complete the form to automatically receive a synopsis  
of new Bids & RFP's **via e-mail.**  
Addresses for undeliverable e-mails will be deleted.

[www.das.state.ct.us/busopp.asp](http://www.das.state.ct.us/busopp.asp)  
DAS CT State Web Site

[tony.deluca@po.state.ct.us](mailto:tony.deluca@po.state.ct.us)  
Contract Specialist E-mail Address

**(860) 622-2938**  
Fax Number

**Invitation for Bids**  
*SPECIFICATIONS & BID DOCUMENTS ATTACHED*

Bid Number: **05PSX0128** Bid Opening Date & Time: **16 May 2005 at 2:00 PM Eastern Time**

Bid Description: **Coastal Area and Connecticut River False Color Infrared Aerial Photography**

*Special Instructions:* **No Special Instructions**

This contract replaces the following contract award(s) in part or in total: **NONE**

**SEALED BID NO.: 05PSX0128**

**NOT TO BE OPENED UNTIL: 16 May 2005**  
**2:00 PM Eastern Time**

**Return Bid To:**

PROCUREMENT SERVICES  
DEPARTMENT OF ADMINISTRATIVE SERVICES  
STATE OF CONNECTICUT  
165 CAPITOL AVE 5<sup>th</sup> FLOOR SOUTH  
PO BOX 150414  
HARTFORD CT 06115-0414

***NOTE: Always use mailing label  
at left on all packages when  
returning the ORIGINAL &  
ONE COPY of your bid response.***

Bids cannot be accepted after specified  
Bid Opening Time.

**Vendors will not be admitted to state  
buildings without a valid photo ID.**

Hand-delivered bids must be brought to:  
DAS Customer Service  
Room 110  
165 Capitol Avenue,  
Hartford, CT

# STATE OF CONNECTICUT

## BIDDER'S CHECKLIST

<b>Bid Number:</b> <b>05PSX0128</b>
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### READ CAREFULLY

*IT IS SUGGESTED THAT YOU REVIEW AND CHECK OFF EACH ACTION AS YOU COMPLETE IT.*

- \_\_\_ 1. The **Bid Proposal** (SP-26) **must be signed** by a duly authorized representative of the company. *Unsigned bids automatically rejected.*
- \_\_\_ 2. The **Proposal Schedule** (SP-16) **must be included** with your bid and contain the following:
- \_\_\_ a. VENDORS NAME **MUST BE** IN THE UPPER RIGHT CORNER OF ALL PROPOSAL SCHEDULE PAGES.
- \_\_\_ b. The bid prices you have offered have been reviewed and verified.
- \_\_\_ c. The price extensions and totals have been checked. (In case of discrepancy between unit prices and total prices, the unit price will govern the bid evaluation).
- \_\_\_ d. Any errors, alterations, corrections or erasures to unit prices, total prices, etc. **must be initialed** by the person who signs the bid proposal or his designee. Such changes made and not initialed mean automatic rejection of bid.
- \_\_\_ e. The **payment terms are Net 45 Days** (You may offer cash discounts for prompt payment). Net Terms for periods less than 45 days (Ex. Net 30) may result in bid rejection. *Exception:* State of CT Small Business Set-Aside bids payment terms shall be in accordance with CGS 4a-60j.
- \_\_\_ f. The **delivery information** block has been completed. Be specific: In most cases, "as ordered" or "as required" is not complete information.
- \_\_\_ 3. **Vendor Affidavits** must be signed, notarized, and returned with bid. Failure to do so may result in bid rejection.
- \_\_\_ 4. Any technical or descriptive literature, drawing or bid samples that are required have been included with the bid.
- \_\_\_ 5. If required the amount of **bid surety** has been checked and the surety has been included.
- \_\_\_ 6. Form DAS-45 or SP-34 (as applicable) must be completed entirely regardless of the number of employees, even if the company is family owned and/or operated and must be submitted with each bid or bid may be rejected.
- \_\_\_ 7. Any addenda (SP-18) to the bid have been signed and included.
- \_\_\_ 8. MAKE SURE TO INCLUDE THE **ORIGINAL PROPOSAL SCHEDULE PAGES** (SP-16) ALONG WITH **ONE COPY** (unless more copies are requested within the bid specifications).
- \_\_\_ 9. The bid number on the pre-addressed mailing label or on your hand marked return envelope exactly matches the bid number inside the envelope.
- \_\_\_ 10. The pre-addressed mailing label has been used on your bid envelope *or* the bid envelope has been:
- \_\_\_ a. marked with the **Bid Number** and **Bid Opening Date &**
- \_\_\_ b. addressed to:
- State of Connecticut  
Department of Administrative Services  
Procurement Services  
165 Capitol Avenue, 5<sup>th</sup> floor  
PO Box 150414  
Hartford, CT 06115-0414
- \_\_\_ 11. The bid is mailed or hand-delivered in-time to be received no later than the designated opening date and time. **Late bids are not accepted under any circumstances.** Please allow enough time if mailing in your bid. Hand-delivered bids must be delivered to the DAS Customer Service Desk, Room 110, 165 Capitol Ave, Hartford, CT.
- \_\_\_ 12. **Do not return** pages that you are not quoting on. **THIS FORM IS NOT TO BE RETURNED WITH YOUR BID.**

# Instructions to Bidders

## I. Schedule

Release of Bid: April 29, 2005

Receipt of Questions: May 9, 2005, by noon

Answers to Questions posted as Addendum: May 11, 2005

Bid Due Date: May 16, 2005 by 2:00 pm

During the period from your organization's receipt of this Bid, and until a contract is awarded, your organization shall not contact any employee of the State of Connecticut for additional information, except in writing, directed to the Department of Administrative Services, Attn.:Tony DeLuca, Procurement Services, 165 Capitol Avenue, Room G8A, Hartford, CT 06106.

## II. Questions

Questions for the purpose of clarifying the BID must be submitted in writing and must be received in Procurement Services no later than noon on May 9, 2005, in the State of Connecticut. Questions must be delivered or faxed to: Department of Administrative Services, Attn.:Tony DeLuca (Bid # 05PSX0128), 165 Capitol Avenue, Hartford, CT 06106. E-Mail [tony.deluca@po.state.ct.us](mailto:tony.deluca@po.state.ct.us) , P-Fax (860) 713-7484, E-Fax (860) 622-2938

## III. Sealed Bids

Bids must be submitted in a SEALED envelope or carton, clearly marked with Bid # 05PSX0128 , the date, and the name and address of the bidder. Any material that is not so received may be opened as general mail, and result in invalidating the bidder's submission. Facsimile or unsealed bids will not be accepted under any circumstances.

## IV. Number and Submission of Bid

Bidders should submit one original and four (4) copies of the Bid. Any Bid which is incomplete or does not follow the prescribed format may not be considered.

Bids may be mailed or delivered in person to the address below to arrive by May 16, 2005, at 2:00 PM. **Bids received after that time, due to whatever reason, will not be accepted and will be sent back unopened.** Postmark dates will not be considered as the basis for meeting any submission deadline. Bids **will not** be publicly read on the due date.

State of Connecticut  
Department of Administrative Services/Procurement Services  
Attn.: Tony DeLuca BID# 05PSX0128  
165 Capitol Avenue, Room G8A  
Hartford, CT 06106

## V. Authorized Signatures

**The bid must be signed by an authorized official.** The bid must also provide the name, title address and telephone number of individuals with authority to bind the company, and for those who may be contacted to clarify the information provided.

## Selection Criteria

A selection committee will review and score all Bids. The following information, in addition to the requirements, terms and conditions identified throughout this Bid Document, will be considered as part of the Selection process.

1. Experience
  - The ability to meet specifications, requirements, terms and conditions
  - Length of time in business
  - References
  - Financial status
  - Qualifications (projects, education, training, skills abilities, etc.)
2. Value
  - Pricing
3. Schedule
  - Ability to meet as stated
  - Flexibility to accommodate changes
4. Equipment/Materials
  - Aircraft, cameras, film, processing, etc.
5. Level of Control
  - Degree and type of work that is subcontracted

## Special Terms and Conditions

1. **Conformity and Completeness of Bid**

To be considered acceptable, Bid must be complete and conform to all BID instructions and conditions. DAS, at its discretion, may reject in whole or in part any Bid if in its judgment the best interests of the State will be served.
2. **Stability of Proposed Prices**

Any price offerings from Bidders must be valid for a period of 180 days from the due date of the Bid.
3. **Amendment or Cancellation of the BID**

DAS reserves the right to cancel, amend, modify or otherwise change this BID at any time if it deems it to be in the best interest of the State to do so.
4. **Multiple Award**

DAS reserves the right to award to multiple vendors.
5. **Bid Modifications**

No additions or changes to any Bid will be allowed after the Bid due date, unless such modification is specifically requested by DAS. DAS, at its option, may seek Bidder retraction and/or clarification of any discrepancy or contradiction found during its review of Bid.



**6. Bidder Presentation of Supporting Evidence**

Bidders must be prepared to provide any evidence of experience, performance, ability, and/or financial surety that DAS deems to be necessary or appropriate to fully establish the performance capabilities represented in their Bid.

**7. Bidder Demonstration of Proposed Services and or Products**

At the discretion of DAS, Bidders must be able to confirm their ability to provide all proposed services. Any required confirmation must be provided at a site approved by DAS and without cost to the State.

**8. Bidder Misrepresentation or Default**

DAS may reject the Bid and void any award resulting from this BID to a Bidder who makes any material misrepresentation in their Bid or other submittal in connection with this BID.

**9. Erroneous Awards**

DAS reserves the right to correct inaccurate awards. This may include, in extreme circumstances, revoking the awarding of a contract already made to a Bidder and subsequently awarding the contract to another Bidder.

Such action on the part of DAS shall not constitute a breach of contract on the part of DAS since the contract with the initial Bidder is deemed to be void and of no effect as if no contract ever existed between DAS and such Bidder.

**10. Bid Expenses**

Bidders are responsible for all costs and expenses incurred in the preparation of Bid and for any subsequent work on the Bid that is required by DAS.

**11. Ownership of Bid**

All Bids shall become the sole property of the State and will not be returned.

**12. Ownership of Subsequent Products**

Any product, whether acceptable or unacceptable, developed under a contract awarded as a result of this BID shall be the sole property of the State unless otherwise stated in the contract.

**13. Transfer of Data**

All data stored in the successful Bidder's files, electronic or hard copy, will be returned to DAS upon the expiration of the contract.

**14. State Fiscal and Product Performance Requirements**

Any product or service acquisition resulting from this BID must be contingent upon contractual provisions for cancellation of such acquisition, without penalty, if the applicable funds are not available for required payment or if the product or service fail to meet minimum State criteria for acceptance and performance reliability.

**15. Validation of Bid**

The Bid shall be binding commitments which DAS may include, by reference or otherwise, into any contract with a Bidder. The Bid must provide the names, titles, addresses and telephone numbers of those individuals with authority to enter into a contract with DAS and contractually bind the Bidder. The Bid must also include evidence that it has been duly delivered on the part of the Bidder, that the persons submitting the Bid have the requisite corporate power and authority to structure, compile, draft, submit and deliver the Bid and subsequently to enter into, execute and deliver and perform on behalf of the Bidder any contract contemplated in this BID.

**16. Execution of Contract**

This BID is not a contract and, alone, shall not be interpreted as such. Rather, this BID only serves as the instrument through which Bid are solicited.

Once the evaluation of the Bid is complete and a Bidder(s) is selected, the selected Bid(s) and this BID may then serve as the basis for a contract that will be executed between DAS and the selected Bidder(s).

If, for some reason, DAS and the initial Bidder fail to reach consensus on the issues relative to the contract, then DAS may pursue other Bidders. DAS may decide at any time to start the BID process again.

The contract may include a liquidated damages clause at the discretion of the State.

**17. Oral Agreement or Arrangements**

Any alleged oral agreements or arrangements made by Bidders with any State agency or employee will be disregarded in any State Bid evaluation or associated award.

**18. Independent Price Determinations**

In the Bid, Bidders must warrant, represent, and certify that the following requirement have been met in connection with this BID:

The costs proposed have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition as to any matter relating to such process with any other organization or with any competitor;

Unless otherwise required by law, the costs quoted have not been knowingly disclosed by the Bidder on a prior basis directly or indirectly to any other organization or to any competitor; and

No attempt has been made, or will be made, by the proposed to induce any other person or firm to submit or not to submit a Bid for the purpose of restricting competition.

**19. Offer of Gratuities**

The Bidder warrants, represents, and certifies that no elected or appointed official or employee of the State of Connecticut has, or will, benefit financially or materially from this procurement. Any contract and/or award arising from this BID may be terminated by DAS if it is determined that gratuities of any kind were either offered to, or received by, any of the aforementioned officials or employees from the Bidder, the Bidder's agent(s), representatives(s) or employees(s). Pursuant to CT Public Act 04-245, all Bidders must provide a signed affidavit attesting to whether or not gifts were provided to certain public officials or State employees during the two-year period preceding the submission of a proposal. In addition, pursuant to paragraph 8 of Governor M. Jodi Rell's Executive Order No. 1, anyone who files an affidavit pursuant to Public Act 04-245 shall disclose in those affidavits all contributions made to campaigns of candidates for statewide public office or the General Assembly. Further, any Contractor who is awarded a large State contract shall update the affidavit on an annual basis. Go to [http://www.opm.state.ct.us/policies.htm#Office\\_Secretary](http://www.opm.state.ct.us/policies.htm#Office_Secretary) for the most current information about the affidavits.

**20. Subletting or Assigning of Contract**

The contract or any portion thereof, or the work provided for therein, or the right, title, or interest of the contractor therein or thereto may not be sublet, sold, transferred, assigned or otherwise disposed of to any person, firm, or corporation, or other entity without the prior written consent of DAS. No person, firm or corporation, or other entity, other than the Bidder to whom the project was awarded is permitted to commence work on the project unless such consent has been granted.

**21. Subcontractors**

DAS must approve any and all subcontractors utilized by the successful Bidder prior to any such subcontractor commencing any work. Bidders acknowledge by the act of submitting a Bid that any work provided under the contract is work conducted on behalf of the State and that the Commissioner of DAS or her designee may communicate directly with any subcontractor as the State deems to be necessary or appropriate. It is also understood that the successful Bidder shall be responsible for all payment of fees charged by the subcontractor(s). A performance evaluation of any subcontractor shall be provided promptly by the successful Bidder to DAS upon request.

The successful Bidder must provide the majority of services described in the specifications.

**22. Freedom of Information**

Due regard will be given for the protection of proprietary or confidential information contained in all Bid received. However, Bidders should be aware that all materials associated with the procurement are subject to the terms of the Connecticut Freedom of Information Act (FOIA) and all rules, regulations and interpretations resulting therefrom. It will not be sufficient for Bidders to merely state generally that the Bid is proprietary or confidential in nature and not, therefore, subject to release to third parties.

Those particular sentences, paragraphs, pages or sections which a Bidder believes to be exempt from disclosure under the FOIA must be specifically identified as such. Convincing explanation and rationale sufficient to justify each exemption consistent with Section 1-210(b) of the FOIA must accompany the Bid. The rationale and explanation must be stated in terms of the prospective harm to the competitive position of the Bidder that would result if the identified material were to be released and the reasons why the materials are legally exempt from release pursuant to the above cited statute.

**23. Conformance with Federal, State and Other Requirements**

By executing the contract, the Bidder represents and warrants that, at all pertinent and relevant times to the contract, it has been, is and will continue to be in full compliance with all Federal, State, municipal or other governmental department, commission, board, bureau, agency, institution, office council, instrumentality, municipalities or not for profits codes, statutes, acts, ordinances, guidelines, resolutions, orders, judgments, decrees, injunctions, rules, regulations and the like.

**24. Discrimination and Labor Recruitment**

The contractor shall comply with Executive Orders No. Three and Seventeen, promulgated June 16, 1971 and February 15, 1973 and to the Guidelines and Rules of the State Labor Commissioner implementing Executive Order No. Three and further agree to submit reports of compliance staffing on Labor Department Form E.O. 3-1 when and as required. The contractor shall also comply with non-discrimination provisions as described in Connecticut General Statutes Nos. 4a-60 and 4a-60a and any other applicable statute or regulation and administrative procedure.

**25. Americans with Disabilities Act**

The contractor shall comply with the Americans with Disabilities Act in accordance with Public Law 101-336 and any other applicable federal laws and regulations.

**26. Affirmative Action and Contract Compliance Reporting**

Bidders are advised that in addition to evaluating their qualifications, experience, capabilities, competitiveness of cost, and conformance to the BID specifications, weight may also be given to Bidders who demonstrate a commitment to affirmative action by full compliance with the Commission on Human Rights and Opportunities regulations.

The Employment Information Form, included in this BID, should be completed by the Bidder and included with Bid.

**27. State Access to Records, Record Keeping, and Record Transfer**

The successful Bidder shall prepare, maintain and preserve all records with respect to the administration of this program. During the term of the contract the State shall have access during normal business hours to all such records, in whatever form they exist or are stored, which records shall be the property of the State, and upon termination of the contract, all such records, or exact copies thereof, shall be immediately turned over intact to the State. The successful Bidder shall afford the officers, attorneys, accountants, auditors, and other authorized representatives of the State free and full access to the records to be maintained by the successful Bidder as pertains to the contract.

At the option of the State, periodic audits may, at reasonable times, be made of the successful Bidders' and all of its subcontractors' books and records insofar as they pertain to the contract. Such audits shall be made at the States expense by the State or independent public accountants designated by the State. Said books and records shall be made available to the Auditors of Public Accounts of the State of Connecticut.

**28. Confidentiality and Care of Data**

The successful Bidder agrees to protect the confidentiality of any files, data or other material pertaining to this contract and to restrict their use solely for the purpose of performing this contract. The successful Bidder shall take all steps necessary to safeguard data, files, reports or other information from loss, destruction or erasure. Any costs or expenses of replacing or damages resulting from the loss of such data shall be borne by the contractor when such loss or damage occurred through its negligence.

**29. Year 2000 Compliance**

Any product or services acquisition resulting from this BID will be year 2000 compliant. The successful Bidder is responsible for any costs incurred in accordance with year 2000 compliance at no additional cost to the state.

**30. Payments Against a Contract Award**

Under no circumstances shall the successful Bidder begin to perform under the contract prior to the effective date of the contract. The State of Connecticut shall assume no liability for payment of services under the terms of the contract until the successful Bidder is notified that the contract has been accepted by DAS and approved by the Office of the Attorney General of the State of Connecticut. In no case, shall a successful Bidder bill the user agencies for amounts in excess of the amount(s) indicated in the final Bid agreed to and accepted by the DAS. Any authorized or agreed additional charges can only be approved for payment by means of an amendment to the contract.

**31. Brand Name Specifications and/or References**

Brand names or Catalogs referenced or implied in the specifications of this bid are for the purpose of describing and establishing general performance and quality levels. Such references are not intended to be restrictive. Bids are invited that include these and comparable brands or products provided the quality of the proposed products meet or exceed the quality of the specifications listed for each item. Bidders must submit complete documentation on the specifications and quality levels of the proposed products. Bids submitted that do not contain this documentation are subject to rejection.

**32. Financial Status**

If the Bidder is a firm or corporation, include the two most recent annual financial statements prepared by an independent Certified Public Accountant, and reviewed or audited in accordance with Generally Accepted Accounting Principles (USA). If a Bidder has been in business for less than two years, such Bidder must include any financial statements prepared by a Certified Public Accountant, and reviewed or audited in accordance with Generally Accepted Accounting Principles (USA) for the entire existence of such firm or corporation.

**33. Expiration of Bid**

The Bidder agrees that the proposal will remain valid for a period of 180 days after the deadline for submission and may be extended beyond that time by mutual agreement.

**34. Personnel**

The Bidder must certify that the personnel identified in its response to this bid will be the persons actually assigned to the project. Any additions, deletions or changes in personnel assigned to the project must be approved by CTDEP or its designee, with the exception of personnel who have terminated employment. Replacements for personnel who have terminated employment are subject to approval by CTDEP or its designee. At its discretion, CTDEP may require the removal and replacement of any of the Bidders personnel who do not perform adequately on the project, regardless of whether they were previously approved by CTDEP.

**35. Bid Preparation**

The Bidder represents and warrants that the proposal is not made in connection with any other Bidder and is in all respects fair and without collusion or fraud. The Bidder further represents and warrants that the Bidder did not participate in any part of the bid development process, had no knowledge of the specific contents of the bid prior to its issuance, and that no agent, representative or employee of CTDEP participated directly in the Bidder's proposal preparation.

**BID PROPOSAL**

SP-26 Rev. 04/03

(Prev. Rev. 11/02)

**Tony DeLuca**

Contract Specialist

**(860) 713-5070**

Telephone Number

**STATE OF CONNECTICUT**  
**DEPARTMENT OF ADMINISTRATIVE SERVICES**  
**PROCUREMENT SERVICES**

**165 Capitol Avenue, 5<sup>th</sup> Floor South**

**PO BOX 150414**

**HARTFORD, CT 06115-0414**

Page 1 of 3

THIS FORM AND  
REQUIRED PROPOSAL  
SCHEDULE FORMS  
MUST BE RETURNED

**Read & Complete**  
**Carefully**

BID NO: <b>05PSX0128</b>	BID DUE DATE: <b>16 May 2005</b>	BID DUE TIME: <b>2:00 PM Eastern Time</b>	BID SURETY: <b>See Insurance Clause</b>	DATE ISSUED: <b>29 April 2005</b>
-----------------------------	-------------------------------------	--	--	--------------------------------------

DESCRIPTION: Coastal Area and Connecticut River False Color Infrared Aerial Photography


FOR: <b>DEP</b>	TERM OF CONTRACT / DELIVERY DATE REQ'D: <b>As per Schedule Specifications</b>
	Agency Requisition Number(s): <b>00011257</b>

**INVITATION FOR BIDS:** Pursuant to the provisions of Section 4a-57 of the General Statutes of Connecticut as amended, sealed proposals will be received by Procurement Services for the State of Connecticut, at the address above for furnishing the commodities and/or services herein listed to state agencies.

**NOTE: Bidder means Individual/Sole Proprietor, Partnership or Corporation name.**

**IMPORTANT: ALL pages of this form, Sections 1 through 4 must be completed, signed and returned by the bidder as part of the bid package. Failure to submit all pages of this form constitutes grounds for rejection of your bid.**

Section 1 of 4 - **BIDDER INFORMATION**

COMPLETE BIDDER LEGAL BUSINESS NAME		Taxpayer ID # (TIN): <input type="checkbox"/> SSN <input type="checkbox"/> FEIN	
WRITE/TYPE SSN/FEIN NUMBER ABOVE			
BUSINESS NAME , TRADE NAME, DOING BUSINESS AS (IF DIFFERENT FROM ABOVE)			
BUSINESS ENTITY: <input type="checkbox"/> CORPORATION <input type="checkbox"/> LLC CORPORATION <input type="checkbox"/> LLC PARTNERSHIP <input type="checkbox"/> LLC SINGLE MEMBER ENTITY <input type="checkbox"/> NON-PROFIT <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> INDIVIDUAL/SOLE PROPRIETORSHIP			
<b>NOTE: IF INDIVIDUAL/SOLE PROPRIETOR, INDIVIDUAL'S NAME (AS OWNER) MUST APPEAR IN THE LEGAL BUSINESS NAME BLOCK ABOVE.</b>			
BUSINESS TYPE: A. SALE OF COMMODITIES B. MEDICAL SERVICES C. ATTORNEY FEES D. RENTAL OF PROPERTY (REAL ESTATE & EQUIPMENT)			
E. OTHER (DESCRIBE IN DETAIL)			
UNDER THIS TIN, WHAT IS THE PRIMARY TYPE OF BUSINESS YOU PROVIDE TO THE STATE? (ENTER LETTER FROM ABOVE)			
UNDER THIS TIN, WHAT OTHER TYPES OF BUSINESS MIGHT YOU PROVIDE TO THE STATE? (ENTER LETTER FROM ABOVE)			
<b>NOTE: IF YOUR BUSINESS IS A PARTNERSHIP, YOU MUST ATTACH THE NAMES AND TITLES OF ALL PARTNERS TO YOUR BID SUBMISSION.</b>			
<b>NOTE: IF YOUR BUSINESS IS A CORPORATION, IN WHICH STATE ARE YOU INCORPORATED?</b>			
WRITTEN SIGNATURE OF PERSON AUTHORIZED TO SIGN BIDS ON BEHALF OF THE ABOVE NAMED BIDDER			DATE EXECUTED
			
TYPE OR PRINT NAME OF AUTHORIZED PERSON		TITLE OF AUTHORIZED PERSON	
IS YOUR BUSINESS CURRENTLY A DAS CERTIFIED SMALL BUSINESS ENTERPRISE? <input type="checkbox"/> YES (ATTACH COPY OF CERTIFICATE) <input type="checkbox"/> NO			
IF YOU ARE A STATE EMPLOYEE, INDICATE YOUR POSITION, AGENCY & AGENCY ADDRESS.			

**Tony DeLuca**  
Contract Specialist  
**(860) 713-5070**  
Telephone Number


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**PROCUREMENT SERVICES**  
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**PO BOX 150414**  
**HARTFORD, CT 06115-0414**

BID NO.  
**05PSX0128**

**Read & Complete**  
**Carefully**

Section 1 of 4 - **BIDDER INFORMATION (CONTINUED)**

BIDDER ADDRESS	STREET	CITY	STATE	ZIP CODE
Add Additional Business Address & Contact information on back of this form.				
BIDDER E-MAIL ADDRESS			BIDDER WEB SITE	
<b>REMITTANCE INFORMATION: INDICATE BELOW THE REMITTANCE ADDRESS OF YOUR BUSINESS.</b> <input type="checkbox"/> SAME AS BIDDER ADDRESS ABOVE.				
REMIT ADDRESS	STREET	CITY	STATE	ZIP CODE

CONTACT INFORMATION: NAME (TYPE OR PRINT)		
1ST BUSINESS PHONE:	Ext. #	HOME PHONE:
2ND BUSINESS PHONE:	Ext. #	1 <sup>ST</sup> PAGER:
CELLULAR:		2 <sup>ND</sup> PAGER:
1 <sup>ST</sup> FAX NUMBER:		TOLL FREE PHONE:
2 <sup>ND</sup> FAX NUMBER:		TELEX:
WRITTEN SIGNATURE OF PERSON AUTHORIZED TO SIGN BIDS ON BEHALF OF THE ABOVE NAMED BIDDER		DATE EXECUTED
		
TYPE OR PRINT NAME OF AUTHORIZED PERSON		TITLE OF AUTHORIZED PERSON
IS YOUR BUSINESS CURRENTLY A DAS CERTIFIED SMALL BUSINESS ENTERPRISE? <input type="checkbox"/> YES (ATTACH CERTIFICATE COPY TO BID) <input type="checkbox"/> NO		
IF YOU ARE A STATE EMPLOYEE, INDICATE YOUR POSITION, AGENCY & AGENCY ADDRESS.		

<b>FOR PURCHASE ORDER DISTRIBUTION: 1) CHECK ONLY ONE BOX BELOW 2) INPUT E-MAIL ADDRESS OR FAX # (IF CHECKED)</b>			
<input type="checkbox"/> E-MAIL	<input type="checkbox"/> FAX	<input type="checkbox"/> USPS MAIL	<input type="checkbox"/> EDI
<b>If EDI was selected, give us a person to contact in your company to set up EDI:</b>			
NAME:			
E-MAIL ADDRESS:			
TELEPHONE NUMBER:			
<b>FOR REQUEST FOR QUOTATION (RFQ) DISTRIBUTION: 1) CHECK ONLY ONE BOX BELOW 2) INPUT E-MAIL ADDRESS OR FAX # (IF CHECKED)</b>			
<input type="checkbox"/> E-MAIL	<input type="checkbox"/> FAX	<input type="checkbox"/> USPS MAIL	

**ADD FURTHER BUSINESS ADDRESS, E-MAIL & CONTACT INFORMATION BELOW IF REQUIRED**

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Page 3 of 3

BID NO.  
05PSX0128

**Read & Complete**  
**Carefully**

Section 2 of 4 – **IMPORTANT INFORMATION FOR BIDDERS**

**AFFIRMATION OF BIDDER: The abovesigned bidder affirms and declares:**

1. That this proposal is executed and signed by said bidder with full knowledge and acceptance of the provisions of Form SP-19 of current issue and in effect on the date of bid issue. Form SP-19, entitled Standard Bid and Contract Terms and Conditions are made a part of the contract.
2. That this proposal is executed and signed by said bidder with full knowledge and acceptance of the provisions of all Special Bid Terms and Conditions attached hereto.
3. That should any part of this proposal be accepted in writing by Procurement Manager within thirty (30) calendar days from the date of bid opening unless an earlier date for acceptance is specified by bidder in proposal schedule, said bidder will furnish and deliver the commodities and/or services for which this proposal is made, in the quantities and at the prices bid, and in compliance with the provisions of the STANDARD BID AND CONTRACT TERMS AND CONDITIONS, COMMODITY SPECIFICATION, PROPOSAL SCHEDULE AND SPECIAL BID AND CONTRACT TERMS AND CONDITIONS. Should award of any part of this proposal be delayed beyond the period of thirty (30) days or an earlier date specified by bidder in proposal schedule, such award shall be conditioned upon bidder's acceptance.
4. Acceptance of the conditions set forth herein, agreement in strict accordance therewith, and will furnish and deliver the commodities and/or services to the state agency or agencies named in the PROPOSAL SCHEDULE at the prices bid therein.
5. **Should Procurement Services determine that bidder has not completed Section 3 - Bidder Debarment and/or Suspension included as part of this document, then such determination may be just cause for disqualification from the evaluation of this bid.**

Section 3 of 4 - **BIDDER DEBARMENT AND/OR SUSPENSION**

The abovesigned bidder further affirms and declares that neither the bidder and/or any company official nor any subcontractor to the bidder and/or any company official has received any notices of debarment and/or suspension from contracting with the State of Connecticut or the Federal Government.

YES  NO

The abovesigned bidder further affirms and declares that neither the bidder and/or any company official nor any subcontractor to the bidder and/or any company official has received any notices of debarment and/or suspension from contracting with other states within the United States.

YES  NO

If the abovesigned bidder and/or any company official or any subcontractor to the bidder and/or any company official *has* received notices of debarment and/or suspension from contracting with the State of Connecticut, other states within the United States or Federal Government, said notices must be attached to this document when submitting this proposal.

Number of notices attached \_\_\_\_\_

Section 4 of 4 – **OTHER NOTICES**

**Notice regarding Package Handling at 165 Capitol Avenue**

As part of new security processes, all mail, packages and parcels, **including bids**, delivered to the State Office Building at 165 Capitol Avenue will be opened and examined by trained mail handling staff. Bids will then be resealed, forwarded to Procurement Services, and opened as scheduled. This procedure also applies to hand- carried packages.

Bidders, note that additional time will be required to carry out these procedures. Allow extra time for processing of mail or personally delivered bids to Procurement Services. Remember, Bids cannot be accepted after Bid Opening Time specified on the bid.

**NOTE: ALWAYS USE MAILING LABEL INCLUDED WITH EACH BID ON ALL PACKAGES WHEN RETURNING THE ORIGINAL & ONE COPY OF YOUR BID RESPONSE.**

***SIGNATURE OF AUTHORIZED PERSON IN SECTION 1 CONSTITUTES AGREEMENT WITH ALL PROCEDURES INDICATED ABOVE.***



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**PROCUREMENT SERVICES**  
**165 Capitol Avenue, 5<sup>th</sup> Floor South**  
**PO Box 150414**  
**HARTFORD, CT 06115-0414**

BID NO.:  
**05PSX0128**

**Standard Bid and Contract Terms and Conditions - Page 1 of 4**

**All Invitations For Bids issued by the Department of Administrative Services, Procurement Services will bind Bidders to the terms and conditions listed below, unless specified otherwise in any individual Invitation For Bids.**

**Incorporated by reference into this contract are applicable provisions of the Connecticut General Statutes including but not limited to Sections 4a-50 through 4a-80 and applicable provisions of the Regulations of Connecticut State Agencies including but not limited to Sections 4a-52-1 through 4a-52-22.**

**The contractor agrees to comply with the statutes and regulations as they exist on the date of this contract and as they may be adopted or amended from time to time during the term of this contract and any amendments thereto.**

**Submission of Bids**

1. Bids must be submitted on forms supplied by Procurement Services. Telephone or facsimile bids will not be accepted in response to an Invitation For Bids.

2. The time and date bids are to be opened is given in each bid issued. Bids received after the specified time and date of bid opening given in each bid proposal shall not be considered. Bid envelopes must clearly indicate the bid number as well as the date and time of the opening of the bid. The name and address of the Bidder should appear in the upper left hand corner of the envelope.

3. Incomplete bid forms may result in the rejection of the bid. Amendments to bids received by Procurement Services after the time specified for opening of bids, shall not be considered. An original and one copy of the proposal schedule shall be returned to Procurement Services. Bids shall be computer prepared, typewritten or handwritten in ink. Bids submitted in pencil shall be rejected. All bids shall be signed by a person duly authorized to sign bids on behalf of the bidder. Unsigned bids shall be rejected. Errors, alterations or corrections on both the original and copy of the proposal schedule to be returned must be initialed by the person signing the bid proposal or their authorized designee. In the event an authorized designee initials the correction, there must be written authorization from the person signing the bid proposal to the person initialing the erasure, alterations, or correction. Failure to do so shall result in rejection of bid for those items erased, altered or corrected and not initialed.

4. Conditional bids are subject to rejection in whole or in part. A conditional bid is defined as one which limits, modifies, expands or supplements any of the terms and conditions and/or specifications of the invitation for bids.

5. Alternate bids will not be considered. An alternate bid is defined as one which is submitted in addition to the bidders primary response to the invitation for bids.

6. Prices should be extended in decimal, not fraction, to be net, and shall include transportation and delivery charges fully prepaid by the Contractor to the destination specified in the bid, and subject only to cash discount.

7. Pursuant to Section 12-412 of the Connecticut General Statutes, the State of Connecticut is exempt from the payment of excise, transportation and sales taxes imposed by the Federal Government and/or the State. Such taxes must not be included in bid prices.

8. In the event of a discrepancy between the unit price and the extension, the unit price shall govern.

9. By its submission the Bidder represents that the bid is not made in connection with any other Bidder submitting a bid for the same commodity or commodities and is in all respects fair and without collusion or fraud.

10. All bids will be opened and read publicly and upon award are subject to public inspection.

**Guaranty or Surety**

11. Bid and or performance bonds may be required. Bonds must meet the following requirements: Corporation - must be signed by an official of the corporation above their official title and the corporate seal must be affixed over the signature; Firm or Partnership - must be signed by all the partners and indicate they are "doing business as"; Individual - must be signed by the owner and indicated as "Owner". The surety company executing the bond or countersigning must be licensed in Connecticut and the bond must be signed by an official of the surety company with the corporate seal affixed over their signature. Signatures of two witnesses for both the principal and the surety must appear on the bond. Power of attorney for the official signing the bond for the surety company must be submitted with the bond.

**Samples**

12. Accepted bid samples do not supersede specifications for quality unless sample is superior in quality. All deliveries shall have at least the same quality as the accepted bid sample.

13. Samples are furnished free of charge. Bidder must indicate if their return is desired, provided they have not been made useless by test. Samples may be held for comparison with deliveries.

**Award**

14. Award will be based on quality of the articles or services to be supplied, their conformance with specifications, delivery terms, price, administrative costs, past performance, and financial responsibility.

15. Procurement Services may reject any bidder in default of any prior contract or guilty of misrepresentation or any bidder with a member of its firm in default or guilty of misrepresentation.

16. Procurement Services may correct inaccurate awards resulting from clerical or administrative errors.

**Contract**

17. The existence of the contract shall be determined in accordance with the requirements set forth above. However, the award of the contract is not an order to ship.

18. The Contractor shall not assign or otherwise dispose of their contract or their right, title or interest, or their power to

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**HARTFORD, CT 06115-0414**

**Standard Bid and Contract Terms and Conditions - Page 2 of 4**

execute such contract to any other person, firm or corporation without the prior written consent of Procurement Services.

19. Bidders have ten days after notice of award to refuse acceptance of the award; after ten days the award will be binding on the Contractor. If the Contractor refuses to accept the award within the ten day period, the award will be made to the next lowest responsible qualified bidder.

20. Failure of a Contractor to deliver commodities or perform services as specified will constitute authority for Procurement Services to purchase these commodities or services on the open market. The Contractor agrees to promptly reimburse the State for excess cost of these purchases. The purchases will be deducted from the contracted quantities.

21. Rejected commodities must be removed by the Contractor from State premises within 48 hours. Immediate removal may be required when safety or health issues are present.

22. Contractor agrees to: hold the State harmless from liability of any kind for the use of any copyright or uncopyrighted composition, secret process, patented or unpatented invention furnished or used in the performance of the contract; guarantee their products against defective material or workmanship; repair damages of any kind, for which they are responsible to the premises or equipment, to their own work or to the work of other contractors; obtain and pay for all licenses, permits, fees etc. and to give all notices and comply with all requirements of city or town in which the service is to be provided and to the State of Connecticut; to carry proper insurance to protect the State from loss.

23. Notwithstanding any provision or language in this contract to the contrary, the Commissioner may terminate this contract whenever he/she determines in his/her sole discretion that such termination is in the best interests of the State. Any such termination shall be effected by delivery to the Contractor of a written notice of termination. The notice of termination shall be sent by registered mail to the Contractor address furnished to the State for purposes of correspondence or by hand delivery. Upon receipt of such notice, the Contractor shall both immediately discontinue all services affected (unless the notice directs otherwise) and deliver to the State all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Contractor in performing his duties under this contract, whether completed or in progress. All such documents, information, and materials shall become the property of the State. In the event of such termination, the Contractor shall be entitled to reasonable compensation as determined by the Commissioner of the Department of Administrative Services, however, no compensation for lost profits shall be allowed.

**Delivery**

24. All products and equipment delivered must be new unless otherwise stated in the bid specifications.

25. Delivery will be onto the specified State loading docks by the Contractor unless otherwise stated in the bid specifications.

26. Deliveries are subject to re-weighing on State sealed scales.

27. Payment terms are net 45 days after receipt of goods or invoice, whichever is later, unless otherwise specified.

28. Charges against a Contractor shall be deducted from current obligations. Money paid to the State by the Contractor shall be payable to the Treasurer, State of Connecticut.

**Tangible Personal Property**

29. (a) For any contract for provision of tangible personal property to the state entered into on or after the effective date of this section, each department head, as defined in section 4-5 of the general statutes, shall enter into an agreement with the contractor pursuant to which such contractor shall agree, on its own behalf and on behalf of each affiliate, as defined in subsection (d) of this section, of such contractor, for the term of the state contract, to collect and remit to the state on behalf of its customers any use tax due to the state under the provisions of chapter 219 of the general statutes for items of tangible personal property sold by the contractor or by any of its affiliates in the same manner as if the contractor and its affiliates were engaged in the business of selling tangible personal property for use in this state and had sufficient nexus with this state to be required to collect use tax due to the state. (b) The following provisions shall apply to and be made part of any agreement entered into pursuant to subsection (a) of this section: (1) The contractor and its affiliates are not liable for use tax not paid to them by a customer; (2) A customer's payment of a use tax to the contractor or its affiliates relieves the customer of liability for the use tax; (3) The contractor and its affiliates shall remit all use taxes they collect from customers on or before the due date specified in the agreement, which may not be later than the last day of the month next succeeding the end of a calendar quarter or other tax collection period during which the tax was collected; and (4) Any contractor or affiliate who fails to remit use taxes collected on behalf of its customers by the due date specified in the agreement shall be subject to the interest and penalties provided for persons required to collect sales tax under chapter 219 of the general statutes. (c) Any agreement entered into under subsection (a) of this section may provide that the contractor and its affiliates shall collect the use tax only on items that are subject to the six per cent rate of tax. (d) For purposes of this section, "affiliate" means any person, as defined in section 12-1 of the general statutes, that controls, is controlled by, or is under common control with another person. A person controls another person if the person owns, directly or indirectly, more than ten per cent of the voting securities of the other person. For purposes of this subsection, "voting security" means a security that confers upon the holder the right to vote for the election of members of the board of directors or similar governing body of the business, or that is convertible into, or entitles the holder to receive, upon its exercise, a security that confers such a right to vote. "Voting security" includes a general partnership interest. (PA 03-01 Sec.105)

**Saving Clause**

30. The Contractor shall not be liable for losses or delays in the fulfillment of the terms of the contract due to wars, acts of public enemies, strikes, fires, floods, acts of God or any other acts not within the control of or reasonably prevented by the

STANDARD BID  
TERMS AND CONDITIONS  
SP-19 Rev. 1/05  
(Prev. Rev. 11/02)  
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BID NO.: <b>05PSX0128</b>
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**Standard Bid and Contract Terms and Conditions - Page 3 of 4**

Contractor. The Contractor will give written notice of the cause and probable duration of any such delay.

**Advertising**

31. Contractors may not reference sales to the State for advertising and promotional purposes without the prior approval of Procurement Services.

**Rights**

32. The State has sole and exclusive right and title to all printed material produced for the State and the contractor shall not copyright the printed matter produced under the contract.

33. The Contractor assigns to the State all rights title and interests in and to all causes of action it may have under Section 4 of the Clayton Act, 15 USC 15, or under Chapter 624 of the general statutes. This assignment occurs when the Contractor is awarded the contract.

33. Contractor agrees that it is in compliance with all applicable federal, state and local laws and regulations, including but not limited to Connecticut General Statutes Sections 4a-60 and 4a-60a. The Contractor also agrees that it will hold the State harmless and indemnify the State from any action which may arise out of any act by the contractor concerning lack of compliance with these laws and regulations.

34. All purchases will be in compliance with Section 22a-194 to Section 22a-194g of the Connecticut General Statutes related to product packaging This contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill promulgated June 16, 1971, the provisions of Executive Order No. Seventeen of Governor Thomas J. Meskill promulgated February 15, 1973 and section 16 of P.A. 91-58 nondiscrimination regarding sexual orientation, and the provisions of Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999 regarding Violence in the Workplace Prevention Policy.

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**Standard Bid and Contract Terms and Conditions - Page 4 of 4**

**Records, Files, and Information**

35. The contract resulting from the ITB is subject to the provisions of §1-218 of the Connecticut General Statutes, as it may be modified from time to time. In accordance with this section, each contract in excess of two million five hundred thousand dollars between a public agency and a person for the performance of a governmental function shall (1) provide that the public agency is entitled to receive a copy of records and files related to the performance of the governmental function, and (2) indicate that such records and files are subject to the Freedom of Information Act and may be disclosed by the public agency pursuant to the Freedom of Information Act. No request to inspect or copy such records or files shall be valid unless the request is made to the public agency in accordance with the Freedom of Information Act. Any complaint by a person who is denied the right to inspect or copy such records or files shall be brought to the Freedom of Information Commission in accordance with the provisions of sections 1-205 and 1-206 of the Connecticut General Statutes.

36. Incorporated by reference into this contract is Section 4-61dd(g)(1) and 4-61dd(3) and (f) of the Connecticut General Statutes which prohibits contractors from taking adverse action against employees who disclosed information to the Auditors of Public Accounts or the Attorney General.

**Health Insurance Portability and Accountability Act  
(HIPAA)**

37. Under the Health Insurance Portability and Accountability Act (HIPAA) of 1996, Bidders are expected to adhere to the same standards as the state agency/covered entity as to Protected Health Information (PHI), to maintain compliance with Title 45 CFR Part 164.504, Uses and Disclosures: Organizational Requirements, Bidder Contracts. Protected Health Information (PHI) includes information related to claims, health services, federal and state tax information, financials, criminal/court related information and other personally identifiable records. Bidder agrees that

it shall be prohibited from using or disclosing the PHI provided or made available by the state agency/covered entity or viewed while on the premises for any purpose other than as expressly permitted or required by this Contract. These uses and disclosures must be within the scope of the Bidder's services provided to the state agency/covered entity. Bidders shall establish and maintain reasonable safeguards to prevent any use or disclosure of the PHI, other than as specified in this Contract or required by law. Bidder agrees that anytime PHI is provided or made available to any subcontractors or agents, Bidder must enter into a subcontract, which contains the same terms, conditions and restrictions on the use and disclosure of PHI as contained in this Contract. Bidder agrees to make available and provide a right of access to PHI by the individual for whom the information was created and disclosed. Bidder agrees to make information available as required to provide an accounting of disclosures. Bidder agrees to make its internal practices, books, and records relating to the use or disclosure of PHI received from, or created or received by Bidder on behalf of the state agency/covered entity, available to the Secretary of Health and Human Services (HHS) for purposes of determining compliance with the HHS Privacy Regulations. At termination of this Contract, Bidder agrees to return or destroy all PHI received from, or created by the state agency/covered entity. If not feasible, extend the protections of this agreement to the PHI and limit further uses and disclosures. Bidder will have procedures in place for mitigating any harmful effects from the use or disclosure of PHI in a manner contrary to this Contract or the HHS Privacy Regulations. Bidder must develop and implement a system of sanctions for any employee, subcontractor or agent who violates this Contract or the HHS Privacy Regulations. The PHI shall be and remain the resources of the state agency/covered entity. Bidder agrees that it acquires no title or rights to the information, including any de-identified information, as a result of this Contract. Bidder agrees that the state agency/covered entity has the right to immediately terminate this Contract if the state agency/covered entity determines that Bidder has violated a material term of this HIPAA Compliance Agreement above.

# STATE OF CONNECTICUT

## BIDDER'S STATEMENT OF QUALIFICATIONS

<b>Bid Number:</b> 05PSX0128
---------------------------------

Page 1 of 2

THIS FORM WILL BE USED IN ASSESSING A BIDDER'S QUALIFICATIONS AND TO DETERMINE IF THE BID SUBMITTED IS FROM A RESPONSIBLE BIDDER. STATE LAW DESIGNATES THAT CONTRACTS BE AWARDED TO THE LOWEST RESPONSIBLE QUALIFIED BIDDER. FACTORS SUCH AS PAST PERFORMANCE, INTEGRITY OF THE BIDDER, CONFORMITY TO THE SPECIFICATIONS, ETC. WILL BE USED IN EVALUATING BIDS. ATTACH ADDITIONAL SHEETS IF NECESSARY

COMPANY NAME: \_\_\_\_\_  
&  
ADDRESS: \_\_\_\_\_

NUMBER OF YEARS COMPANY HAS BEEN ENGAGED IN BUSINESS UNDER THIS NAME: \_\_\_\_\_ YEARS

LIST ANY CONTRACT AWARDS TO YOUR COMPANY BY THE STATE OF CONNECTICUT WITHIN THE LAST THREE (3) YEARS, **THAT YOU ACTUALLY PERFORMED SERVICE AGAINST.** INDICATE WHICH STATE AGENCY, AND PROVIDE CONTRACT NAME AND NUMBER, AND THE NAME AND TELEPHONE NUMBER OF THE PURCHASING AGENT ADMINISTERING THE CONTRACT.

<u>CONTRACT NO.</u>	<u>CONTRACT NAME</u>	<u>STATE AGENCY</u>	<u>PURCHASING AGENT</u>	<u>TEL. NO.</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

LIST ANY CONTRACT AWARDS TO YOUR COMPANY BY THE STATE OF CONNECTICUT WITHIN THE LAST THREE (3) YEARS. INDICATE WHICH STATE AGENCY, AND PROVIDE CONTRACT NAME AND NUMBER, AND THE NAME AND TELEPHONE NUMBER OF THE PURCHASING AGENT ADMINISTERING THE CONTRACT.

<u>CONTRACT NO.</u>	<u>CONTRACT NAME</u>	<u>STATE AGENCY</u>	<u>PURCHASING AGENT</u>	<u>TEL. NO.</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

LIST OTHER NAMES YOUR COMPANY GOES BY: \_\_\_\_\_  
\_\_\_\_\_

LIST PREVIOUS COMPANY NAME (S) \_\_\_\_\_  
\_\_\_\_\_

LIST AT LEAST THREE COMPLETED PROJECTS SIMILAR IN NATURE TO THIS **INVITATION FOR BIDS** WHICH DEMONSTRATES YOUR COMPANY'S ABILITY TO PERFORM THE REQUIRED SERVICES.

	<u>Company Name and Address</u>	<u>Telephone No.:</u>	<u>Dollar Value:</u>
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____

# STATE OF CONNECTICUT

## BIDDER'S STATEMENT OF QUALIFICATIONS

**Bid Number:**  
05PSX0128

Page 2 of 2

COMPANY NAME: \_\_\_\_\_

SIZE OF COMPANY OR CORPORATION: NUMBER OF EMPLOYEES: FULL TIME \_\_\_\_\_ PART TIME \_\_\_\_\_

COMPANY VALUE: EQUIPMENT ASSETS \_\_\_\_\_ TOTAL ASSETS \_\_\_\_\_

IS YOUR COMPANY REGISTERED WITH THE OFFICE OF THE CONNECTICUT SECRETARY OF STATE?  YES  NO

REGISTRATION DATE, IF AVAILABLE: \_\_\_\_\_

IF REQUESTED, WOULD YOUR COMPANY PROVIDE A "GOOD STANDING" CERTIFICATE ISSUED BY THE CONNECTICUT SECRETARY OF STATE'S OFFICE?  YES  NO

LIST OF EQUIPMENT TO BE USED FOR THIS SERVICE (INCLUDE MODEL, YEAR & MANUFACTURER):

<u>MODEL</u>	<u>YEAR</u>	<u>MANUFACTURER</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

(Attach additional sheets if necessary)

LIST ANY RELEVANT CERTIFICATIONS, LICENSES, REGISTRATIONS, ETC. WHICH QUALIFY YOUR COMPANY TO MEET THE REQUIREMENTS OF THIS BID.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Attach additional sheets if necessary)

LIST ANY CRIMINAL CONVICTIONS AGAINST YOUR COMPANY AND ANY OF YOUR COMPANY'S OFFICERS, PRINCIPAL SHAREHOLDERS, DIRECTORS, PARTNERS, LLC MEMBERS AND LLC MANAGERS.

(Attach additional sheets if necessary)

LIST ANY ADMINISTRATIVE ACTIONS EITHER PENDING REVIEW BY THE STATE OR DETERMINATIONS THAT THE STATE HAS MADE REGARDING YOUR COMPANY OR ANY OF YOUR COMPANY'S OFFICERS, PRINCIPAL SHAREHOLDERS, DIRECTORS, PARTNERS, LLC MEMBERS OR LLC MANAGERS. THIS WOULD INCLUDE COURT JUDGEMENTS, ACTIONS, SUITS, CLAIMS, DEMANDS, INVESTIGATIONS AND LEGAL, ADMINISTRATIVE OR ARBITRATION PROCEEDINGS PENDING IN ANY FORUM. INCLUDE A LISTING OF OSHA VIOLATIONS AND ANY ACTIONS OR ORDERS PENDING OR RESOLVED WITH ANY STATE AGENCY SUCH AS THE DEPARTMENT OF CONSUMER PROTECTION, THE DEPARTMENT OF ENVIRONMENTAL PROTECTION, ETC. DETAIL THIS INFORMATION ON A SEPARATE SHEET OF PAPER. SUCH INFORMATION SHOULD BE FOR THE LAST THREE (3) YEARS.

(Attach additional sheets if necessary)

I HEREBY CERTIFY UNDER PENALTY OF FALSE STATEMENT THAT ALL THE INFORMATION SUPPLIED IS COMPLETE AND TRUE.

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
TITLE

# STATE OF CONNECTICUT

## COMMISSION ON HUMAN RIGHTS AND OPPORTUNITIES (CHRO)

### WORKPLACE ANALYSIS AFFIRMATIVE ACTION REPORT

#### EMPLOYMENT INFORMATION FORM

**Bid Number:**  
05PSX0128

Company Name Street Address City State	Contact Person	Phone Number	Date
---	----------------	--------------	------

**Report all permanent full-time or part-time employees, including apprentice and on-the-job trainees. Enter the number on all lines and in all columns.**

JOB CATEGORY	A OVERALL TOTALS (Sum of all columns, A-F Male & Female)	B WHITE (NOT OF HISPANIC ORIGIN)		C BLACK (NOT OF HISPANIC ORIGIN)		D HISPANIC		E ASIAN / PACIFIC ISLANDER		F AMERICAN INDIAN OR ALASKAN NATIVE	
		Male	Female	Male	Female	Male	Female	Male	Female	Male	Female
Officials/Managers											
Professionals											
Technicians											
Sales Workers											
Office/Clerical											
Craft Workers (Skilled)											
Operatives(Semi-skilled)											
Laborers (Unskilled)											
Service Workers											
<b>TOTALS ABOVE</b>											

Do you use minority businesses as subcontractors or suppliers? <input type="checkbox"/> Yes <input type="checkbox"/> No	Explain:
If CT based, do you post all employment openings with the State of Connecticut Employment Service? <input type="checkbox"/> Yes <input type="checkbox"/> No	Explain:
Do you use an Affirmative Action Plan? <input type="checkbox"/> Yes <input type="checkbox"/> No	Explain:

Describe your recruitment, hiring, training and promotion anti-discrimination practices.

# STATE OF CONNECTICUT

## Certificate of Compliance with Connecticut General Statute Section 31 - 57b

**Bid Number:**  
05PSX0128

I hereby certify that all of the statements herein contained below have been examined by me, and to the best of my knowledge and belief are true and correct.

The \_\_\_\_\_ **HAS / HAS NOT**  
*Company Name* (Cross out Non-applicable)

been cited for three (3) or more willful or serious or serious violations of any Occupational Safety and Health Act (OSHA) or of any standard, order or regulation promulgated pursuant to such act, during the three year period preceding the bid, provided such violations were cited in accordance with the provisions of any State Occupational Safety and Health Act of 1970, and not abated within the time fixed by the citation and such citation has not been set aside following appeal to the appropriate agency of court having jurisdiction or **HAS / HAS NOT** (Cross out Non-applicable) received one or more criminal convictions related to the injury or death of any employee in the three-year period preceding the bid.

The list of violations (if applicable) is attached.

\_\_\_\_\_  
*(Name of Firm, Organization or Corporation)*

**Signed:**

\_\_\_\_\_  
*Written Signature:*

\_\_\_\_\_  
*Name Typed: (Corporation Seal)*

**Title:**

\_\_\_\_\_  
*(Title of Above Person, typed)*

**Dated:**

\_\_\_\_\_

*State of* \_\_\_\_\_ )

*County of* \_\_\_\_\_ ) **ss:** *A.D., 20* \_\_\_\_\_ )

Sworn to and personally appeared before me for the above, \_\_\_\_\_,  
*(Name of Firm, Organization, Corporation)*

Signer and Sealer of the foregoing instrument of and acknowledged the same to be the free act and deed of

\_\_\_\_\_, and his/her free act and deed as  
*(Name of Person appearing in front of Notary or Clerk)*

\_\_\_\_\_.  
*(Title of Person appearing in front of Notary or Clerk)*

My Commission Expires:

\_\_\_\_\_  
*(Notary Public) (Seal)*



### Insurance Clause\*

Contractor shall not commence work under this contract until all insurance required under this Section has been obtained, nor shall the Contractor allow any subcontractor to commence work on a subcontract until all similar insurance required of the subcontractor has been obtained.

- A) Commercial General Liability  
\$1,000,000 Combined Single Limit per occurrence for bodily injury, personal injury and property damage. Coverage shall include Premises and Operations, Independent Contractors, Products and Completed Operations, Contractual Liability and Board Form Property Damage coverage. If a general aggregate is used, the general aggregate limit shall apply either separately to the project or the general aggregate limit shall be twice the occurrence amount.
- B) Automobile Liability  
\$1,000,000 Combined Single Limit Automobile Liability insurance shall be maintained against claims for damages resulting from bodily injury, including wrongful death, and property damage which may arise from the operations of any owned, hired or non-owned automobiles used by or for the Contractor in any capacity in connection with carrying out this contract.
- C) Workers Compensation and Employers' Liability  
Statutory coverage in compliance with the Compensation laws of the State of Connecticut. Coverage shall include Employers' Liability with minimum limits of \$100,000 each accident, \$100,000 disease-each employee, and \$500,000 disease-policy limit.
- D) Minimum Scope of Insurance  
All Liability insurance policies shall be written on an "occurrence" basis only. All insurance coverage is to be placed with insurers authorized to do business in the State of Connecticut and must be placed with an insurer that has an A.M. Best's Rating of no less than A-, VII. All certificates of insurance shall be filed with the Department of Administrative Services on the standard Acord Certificate of Insurance form showing the specified insurance and limits. The State of Connecticut shall be named as an Additional Insured. The contractor's insurer shall have no right of recovery of subrogation against the State and the contractor's insurance shall be primary coverage.

\*Where applicable

(Revised 11/22/04)

VENDOR AFFIDAVIT TO ACCOMPANY BID

SP-8 Rev. 6/04

Tony DeLuca  
Contract Specialist

(860) 713-5070  
Telephone Number

# STATE OF CONNECTICUT

DEPARTMENT OF ADMINISTRATIVE SERVICES

PROCUREMENT SERVICES

165 Capitol Avenue, 5<sup>th</sup> Floor South

PO Box 150414

HARTFORD, CT 06115-0414

BID NO.:

05PSX0128

**Vendor Affidavit to Accompany Bid for DAS State Contracts,**  
**as defined in Public Act 04-245 Section 2**

Page 1 of 1

I, \_\_\_\_\_ (name, title and company name), hereby swear that, during the two-year period preceding the submission of this bid that neither myself nor any principals or key personnel of the submitting firm or corporation who participated directly, extensively and substantially in the preparation of this bid nor agent of the above gave a gift, as defined in Conn. Gen. Stat. Section 1-79(e), including a life event gift as defined in Conn. Gen. Stat. Section 1-79(e)(12), except the gifts listed below:

<u>Name of recipient of gift</u>	<u>Value of Gift</u>	<u>Date of Gift</u>	<u>Gift Description</u>
1. _____	_____	_____	_____
2. _____	_____	_____	_____
3. _____	_____	_____	_____

to (1) any public official or state employee of the state agency or quasi-public agency soliciting the bids who participated directly, extensively, and substantially in the preparation of the bid solicitation; or (2) to any public official or state employee who has supervisory or appointing authority over the state agency or quasi-public agency soliciting the bid.

Further, neither I nor any principals or key personnel of submitting firm or corporation who participated directly, extensively and substantially in the preparation of this bid know of any action to circumvent this vendor affidavit disclosure.

Sworn as true to the best of my knowledge and belief, subject to the penalties of false statement.

_____	_____	_____
Print name	Signature	Date

Sworn and subscribed before me on this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_,

\_\_\_\_\_  
Commissioner of the Superior Court/  
Notary Public

**STATE OF CONNECTICUT  
DEPARTMENT OF ENVIRONMENTAL  
PROTECTION**



**PROJECT SPECIFICATIONS FOR  
2005 COASTAL AREA & CONNECTICUT RIVER  
FALSE COLOR INFRARED AERIAL PHOTOGRAPHY**

Prepared by:  
CT Department of Environmental Protection  
Office of Long Island Sound Programs  
Technical Services Section  
April 2005

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## **A. GENERAL SPECIFICATIONS**

### **A-1 PHOTOGRAPHIC PRODUCTS**

The Connecticut Department of Environmental Protection (CTDEP) requires new aerial photography for the area within the coastal boundary (as defined by Connecticut General Statutes (CGS) Sec. 22a-94) and north along the Connecticut River to the Massachusetts State line. This photography shall yield one to twelve thousand (1:12,000) scale false color infrared (FCIR) transparencies and other products. The flight window to acquire this data will be from June 15, 2005 to September 15, 2005.

The CTDEP will consider proposals based on the required and optional products listed below and described more fully in the following sections. At a minimum, contractors will need to demonstrate the capability and capacity to provide the requirements. Optional items, depending on price and/or other criteria, may be deemed requirements by the CTDEP if appropriate.

#### **A-1.1 Required Products**

The CTDEP will require the following products:

- Complete stereo coverage of the designated area with FCIR positive film transparencies at a scale of one to twelve thousand (1:12,000) and a nine (9) inch by nine (9) inch format;
- Color contact prints made from the transparencies;
- Digital images in Tagged Image File Format (\*.tiff) of each of the transparencies in twenty-four (24) bit color;
- A Geographic Information System (GIS) compatible file (preferably Environmental Systems Research Institute (ESRI) shapefile) depicting the point locations of photo centers captured in flight via Global Positioning System (GPS) and provided in Connecticut State Plane Coordinates (CTSP), North American Datum of 1983 (NAD83) feet;
- One to fifty thousand (1:50,000) scale black and white photo mosaic indices, both paper prints and reproductive positive transparencies OR line indices w/principal point and frame numbers; and
- Digital images of each of the photo mosaic indices in \*.tiff format

#### **A-1.2 Optional Products**

The CTDEP would like to explore the options for:

- Tide coordination of the aerial photography such that all exposures occur within one (1) hour before or after low tide; and
- Twelve (12) bit, half (0.5) meter, digital orthogonal photo mosaics in CTSP NAD83 of the designated area in GeoTiff format.

## **CT DEP 2005 Coastal Aerial Photography Specifications**

*\*\* Note - delivery of the orthophoto option can negate the requirements of scanning the transparencies and creating GPS point locations of the photo centers.*

### **A-2 INTENDED USE**

The intent of the photography is to obtain high quality FCIR stereo photographs of the coastal area of Connecticut and the Connecticut River that will:

- Provide the capability to prepare suitable reproductions by contact, enlargement, or reduction;
- Provide for stereoscopic interpretation or compilation of natural features, cultural and relief characteristics; and
- Clearly delineate land use, natural resources, vegetation and other land features and characteristics, particularly in the immediate shoreline areas where the interface between land and water must be clearly visible.

## **B. DETAILED PRODUCT SPECIFICATIONS**

### **B-1 VERTICAL FLIGHT**

#### **B-1.1 Connecticut Coastal Boundary Area and Upper Connecticut River**

The area to be photographed is shown in **red on the enclosed maps in Appendix C**. It includes all land areas within one-thousand (1000) feet of Mean High Water (MHW) and within one-thousand (1000) feet of state-regulated tidal wetlands. In addition, aerial photography of the immediate shoreline must include at least two-thousand (2000) feet of water in order to clearly depict the interface between the shorelands and coastal waters. The area to be photographed shall also cover all offshore islands within the borders of the State of Connecticut including:

- Goose Island and Falkner Island (offshore of Branford);
- Calf Islands and Great Captain Island (offshore of Greenwich);
- Norwalk Islands (offshore of Norwalk);
- Thimble Islands (offshore of Branford);
- Sandy Point (offshore of Stonington); and
- All islands in the Connecticut part of Fishers Island Sound.

Aerial photography for the Connecticut River will extend up to the Massachusetts State line.

#### **B-1.2 Flight lines**

## **CT DEP 2005 Coastal Aerial Photography Specifications**

A detailed flight line layout showing the direction of flight and ground coverage for each flight line is to be reviewed and approved by the CTDEP prior to initiation of the aerial photography. The proposed flight lines are to be delineated by the contractor on two (2) one to one hundred and twenty-five thousand (1:125,000) scale base maps that will be supplied by the CTDEP. The CTDEP will retain one of the approved flight line layout plans for our records. The flight lines over the designated coastal area are to be laid out in an efficient configuration to assure full stereoscopic photographic coverage of the required area. Excessive overlapping (as defined in B-1.5) of two or more abutting flight lines covering the same area will not be accepted unless it can be demonstrated that this flight line duplication is needed for full stereoscopic coverage. All flight lines are to have a general west to east orientation (paralleling the general direction of the Long Island Sound shorefront) except in covering the Connecticut River Valley, the Thames River Valley and the Housatonic River Valley where north-south trending flight lines may be used as necessary to provide efficient coverage of these major riverine areas.

### **B-1.3 Scale**

The original flight exposures of the entire area shall be made at the proper altitudes above sea level to yield FCIR transparencies at a scale of one to twelve thousand (1:12,000) or one (1) inch = one thousand (1,000) feet. Should it be impossible to achieve the optimal altitudes required for maintaining one to twelve thousand (1:12,000) scale photography, the contractor will be required to notify the CTDEP of the situation. If the situation cannot be rectified (such as by flying the area at a later date, etc.,) the contractor shall note which flight lines and photos were affected and provide the information to CTDEP. Photographs **delivered** showing a departure from the specified scale of more than plus or minus five (5) % in excess of that caused by variation in relief within the areas covered by the individual photographs, **(based on flight data provided on the photo transparency as indicated in B-1.11)** may be rejected **by CTDEP subject to the conditions outlined in C-1.**

### **B-1.4 Time for Undertaking Photography**

The 2005 vertical photography is to be undertaken during the period from June 15, 2005 to September 15, 2005, weather permitting. Any flights outside this time period will require prior approval by the CTDEP.

Photography shall be undertaken only during times of no/minimal cloud cover when lighting and weather conditions are such that FCIR transparencies suited for the desired use of the photography can be produced. The obscuring of images by haze, smoke, dust, clouds, or shadows may be cause for rejection.



## **CT DEP 2005 Coastal Aerial Photography Specifications**

No photography will be flown between the hours 1100 and 1300 Eastern Standard Time (EST) to minimize specular reflection. Photography shall be undertaken:

- When solar altitude is more than thirty (30) degrees;
- When the ground detail is not obscured by flooding;
- When the foliage (salt marsh vegetation in particular) is fully developed; and
- If exercising the tide-coordination option (**See B-8**), all flights must occur with one (1) hour before or after low tide. In instances where this window may cause conflicts with the general restricted hours, tide coordination times will supercede the 1100 to 1300 EST limitation.

***There are no restrictions on flights after heavy rains so long as other conditions noted do not preclude them.***

### **B-1.5 Overlap & Substitutions**

#### **B-1.5.1 Sidelap**

The sidelap (overlap of parallel strips of vertical photographs) should average twenty-five (25) percent, plus or minus ten (10) percent. Any exposure having sidelap less than fifteen (15) percent or more than thirty-five (35) percent may be rejected.

An exception to the previous requirement is where the strip area to be mapped is slightly wider than the area that can be covered in one flight strip of photographs, in which case sidelap of up to seventy (70) percent is permissible to take advantage of control.

#### **B-1.5.2 Endlap**

The endlap (overlap in line of flight) shall average not less than fifty-seven (57) percent or more than sixty-two (62) percent. endlap of less than fifty-five (55) percent or more than sixty-eight (68) percent in one or more exposure may be cause for rejection of the photograph or photographs in which such deficiency or excess of endlap occurs; unless, within a stereoscopic pair, endlap exceeding sixty-eight (68) percent is necessary in areas of low elevation to attain the minimum fifty-five (55) percent endlap in adjacent areas of higher elevation.

Wherever there is a change in direction of the flight lines, vertical photographs at the beginning of a flight line shall give complete

## **CT DEP 2005 Coastal Aerial Photography Specifications**

stereoscopic coverage of the area contiguous to the forward and back sections.

### **B-1.5.3 Substitute Photography**

In flight lines re-photographed to obtain substitute photography for rejected photography, all photographs shall be exposed to comply with other overlap requirements, and the joining end exposures in the replacement strip shall result in complete stereoscopic coverage of the contiguous area on the portion or portions not rejected.

### **B-1.6 Crabbing**

Any series of two or more consecutive photographs crabbed in excess of five (5) degrees, as measured from the line of flight, may be considered unsatisfactory and cause for rejection of that particular flight line or any portion thereof.

### **B-1.7 Tilt**

Vertical photographs (taken with the camera axis as nearly as possible in a vertical position) are required. Particular care shall be exercised to reduce tilt of the photographs to a minimum. Tilt, on individual photographs, shall not exceed four (4) degrees, and shall not average more than two (2) degrees in any ten (10) mile section of a flight line, nor more than one (1) degree for the entire project. Relative tilt between any two successive exposures exceeding five (5) degrees may be cause for rejection.

### **B-1.8 Airplanes and Crews**

The contractor shall be responsible for operating and maintaining the aircraft used in the performance of work under this contract in accordance with the regulation of the Federal Aviation Administration (FAA) and Civil Aeronautics Board (CAB). The contractor will need to be cognizant of the fact that due to certain sensitive infrastructure within the flying area, authorization from the proper regulators may need to be obtained. The contractor will be responsible for obtaining the required authorization.

The design of the aircraft shall be such that when the camera is mounted with all its parts above the outer structure, an unobstructed view is obtained, shielded from the exhaust gases, oil, effluence, and air

## **CT DEP 2005 Coastal Aerial Photography Specifications**

turbulence. No window of glass or other material shall be interposed between the camera and the ground to be photographed unless said window is of optical quality, free of scratches and blemishes, and will in no way degrade the resolution or accuracy of the camera. The physical characteristics of any such window shall be reported to CTDEP **and must be included in your proposal.**

The aircraft shall have a proven service ceiling with operating load (crew, camera, film, oxygen and other required equipment) of not less than the highest altitude required to secure the specified photography. At the flight altitudes required, the aircraft shall have flight characteristics such as to provide a stable platform for the operation of the camera that will not degrade the orientation or the resolution of the photographic image.

### **B-1.9 Cameras**

#### **B-1.9.1 Camera Type**

The photographs shall be taken with a calibrated, precision aerial camera with a six (6) inch focal length distortion free lens, forward motion compensation (FMC), and with suitable optical glass filters to produce the highest quality photographs for the intended use. Cameras equivalent to or better than the Leica Systems RC 1530 or the RMK TOP are preferred. The contractor shall supply a current calibration certificate for each camera used certifying compliance with current United States Geological Survey (USGS) specifications within the last three (3) years from the time of bid opening.

#### **B-1.9.2 Camera Operation**

A minimum of four (4) run-off exposures shall be made before the first usable exposure on a mission and at the beginning of each new roll. A minimum of four (4) run-off exposures between usable exposures is required if a mission is interrupted by more than thirty (30) minutes or when photographs of different projects or test strips are taken on the same roll.

### **B-1.10 Aerial Film**

The film shall be only the best quality FCIR aerial film available, such as Kodak type 1443 or equivalent, on dimensionally stable polyester base. The images on the aerial photographs will be subject to great reduction or

## ***CT DEP 2005 Coastal Aerial Photography Specifications***

enlargement in subsequent work, so great care must be taken to secure photographs of maximum sharpness and fineness of grain. In general, the contractor shall regulate his camera exposure and develop the transparencies in such a manner as will yield the maximum of detail, but avoid all extreme highlights or dense shadows. Particular care shall be taken to secure maximum detail in the corners of the photographs without sacrificing center detail.

Film for use on this contract shall be handled and stored in strict accordance with the manufacturers guidelines for this type of film.

Immediately after receiving delivery of the film for this contract, a strip of film from each roll will be tested for infra-red balance by sensitometric methods and the results of this test shall be provided to CTDEP.

Knowledge of the infra-red balance of each roll before use make corrective filtration possible so that a standard photographic response can be maintained between rolls of differing emulsion numbers and age. Preference should be given to acquiring sufficient film of one lot for the needs of this contract.

The infra-red balance of each roll shall be maintained between thirty (30) and forty (40) for this contract. Failure to adhere to the desired infra-red balance will be cause for rejection of the non-conforming roll.

Photographs which are not clear and sharp in detail, are not of uniform density, and which are not free from clouds and cloud shadows, smoke, haze, light streaks, snow, static marks, shadows, and other blemishes which, in the opinion of the **CTDEP**, would interfere with their intended purpose, may be rejected.

Care shall be exercised to insure proper development and thorough fixing and washing of all film and to avoid rolling film tightly on drums, or in any way distorting it during processing or drying. To eliminate developing streaks, a ten (10) foot leader shall be attached to each end of each roll of film before development. All film must be stored, handled and processed in accordance with the manufacturer's recommendations. All splices shall be of a permanent nature and the film shall not be trimmed closer than eight (8) inches to an exposed image.

### **B-1.11 Display of Flight Data**

## CT DEP 2005 Coastal Aerial Photography Specifications

The following flight data is to appear in the left or right margin of each original film positive as clearly illuminated images of actual display instruments:

- Camera level bubble;
- Time of day clock set to Eastern Standard Time;
- Altimeter, reading in feet or meters above mean sea level;
- Exposure counter; and
- The camera identification number and the lens focal length in inches; or millimeters

### **B-1.12 Exposure and Processing**

#### **B-1.12.1 Exposure**

The photos shall be taken so as to prevent appreciable image movement at the instant of exposure. Forward motion compensation shall be utilized if available. The filtering and exposure shall be such as to produce images having the best color and tone contrasts and gradations the emulsion is capable of. Images having excessive or low contrast may be rejected.

#### **B-1.12.2 Sensitometric Wedge**

A twenty-one (21) step sensitometric wedge (zero point fifteen (0.15) increments) shall be exposed on one end of each roll of film before processing. Film shall meet the following density ranges:

<b>Max Base + Fog</b>	<b>D min</b>	<b>D max</b>	<b>D Range</b>
Red 0.15	1.10 +/- 0.15	2.35 +/- 0.60	1.30 +/- 0.45
Green 0.15	0.60 +/- 0.10	1.65 +/- 0.60	1.10 +/- 0.45
Blue 0.15	0.55 +/- 0.10	1.40 +/- 0.60	0.90 +/- 0.45

The processing laboratory personnel shall make appropriate density measurements on the wedge and compute the gamma and average gradient for each roll of film. The average gradient is determined by the slope of a straight line connecting the plotted positions of zero point three (0.3) and one point eight (1.8) density units above base fog on the characteristic curve, [i.e., one point five (1.5) density units (one point eight (1.8) minus zero point three (0.3)) divided by the log exposure difference between those two points.] A chart showing the characteristic curve and plots of the gamma and average gradient shall be delivered with each roll of film.

## CT DEP 2005 Coastal Aerial Photography Specifications

### **B-1.12.3 Processing**

The processing, including development, fixation, washing and drying of all exposed aerial photo film shall result in film transparencies free of static marks, and chemical and other stains, and containing normal and uniform density and fine grain quality. Before, during and after processing, the film shall be handled in accordance with the manufacturer's recommendations, and shall not be stretched, distorted, scratched or marked, and shall be free from finger marks, dirt or blemishes of any kind.

### **B-1.13 Photo Labeling**

#### **B-1.13.1 Content**

Each transparency shall be marked clearly on its further border, perpendicular to the line of flight with:

- A numerical abbreviation of the month, day, and year of the exposure (MM/DD/YYYY);
- The roll number;
- The flight line number;
- The exposure number; and
- The photo scale

The rolls of film used shall be numbered consecutively. Further, the exposure numbers shall begin at one (1) and run consecutively until the final photo number of the entire project, thus ensuring consecutive and unique numbering for each photo.

In addition to the items listed above, the first and last exposures of each flight line shall also show:

- The flight height above mean ground in feet;
- The time of exposure (in terms of a twenty-four (24) hour clock set on Eastern Standard Time); and
- The lens number of the camera.

\*\*Note: Photo labels shall not obscure any photo features or flight data.

#### **B-1.13.2 Size and Positioning**

All lettering shall be positioned as closely as possible to the inside edge of the format of the transparency. The characters used for

## **CT DEP 2005 Coastal Aerial Photography Specifications**

marking the negative shall be one-fifth (1/5) inch high, drafted or mechanically stamped with gold (or other visible color) opaque ink to show clearly in all copies of the photographs in the positions specified. Black ink may be used for labeling the FCIR transparencies provided that an adhesive label is applied to each protective transparent envelope (see section B-2) clearly indicating the roll number, flight line number, and exposure number of the transparency.

### **B-1.14 Flight Records**

To meet legal requirements the contractor shall provide a notarized copy of the flight records showing:

- The date of photography;
- Pilot's name;
- Roll numbers and serial numbers;
- Beginning and ending time of photography in Eastern Standard Time; and
- The type and registration number of the aircraft.

## **B-2 FALSE COLOR INFRARED TRANSPARENCIES**

The CTDEP will require FCIR positive film transparencies at a negative scale of one to twelve thousand (1:12,000), nine (9) inch by nine (9) inch format, which provide complete stereo coverage of the designated coastal and riverine areas.

Each nine (9) inch by nine (9) inch FCIR transparency shall be placed into a transparent, archival quality protective envelope. For ease of filing, the size of the envelopes should not be significantly larger than the transparencies.

Standard photographic laboratory procedures shall be exercised so that the transparencies are not scratched, smudged, stretched, distorted, or marked, and shall be free of finger marks, dirt, or blemishes of any kind.

## **B-3 DIGITAL IMAGES OF FALSE COLOR INFRARED TRANSPARENCIES**

The CTDEP will require delivery of digital images of each FCIR positive film transparency identified in B-2 above. Digital images will conform to following specifications:

### **B-3.1 Scanning**

## **CT DEP 2005 Coastal Aerial Photography Specifications**

All transparencies will be scanned such that:

- Scanning resolution will be no less than twenty-two (22) microns;
- Scanning will use twenty-four (24) bit color quality;
- Files will be saved as uncompressed \*.tiffs;
- When viewed on screen the “northerly” direction of the image corresponds to the top the screen; and
- All image files will contain the same labeling as the transparencies.
- Scanning shall not introduce any artifacts as a result of the process and/or materials used.

Color accuracy is critical and the contractor must identify the procedure(s) used to assure preservation of original color. Interpolating to a higher resolution from a lower resolution will not be allowed.

**\*\*Note: Should the contractor use a method other than roll-fed scanning of transparency film, they will be required to document why as part of the proposal.**

### **B-3.2 File Naming**

The file name assigned to each digital image shall incorporate the year of the photography and the exposure number. As the exposure numbers are to be labeled consecutively from the first to the final photo taken as described in B-1.13.1, this will represent a unique identifying name for each image.

### **B-3.3 File Storage/Delivery**

Digital Image files will be stored/delivered on external hard-drives with the following specifications:

- Universal Serial Bus (USB) 1.1/2.0 or Firewire compatible;
- Windows 2000 Professional/XP compatible; and
- Two-hundred-fifty (250) gigabyte (GB) or greater capacity.

### **B-3.4 Metadata**

To meet CTDEP requirements for digital spatial data standards, the Contractor will be required to produce Federal Geographic Data Committee (FGDC) compliant metadata fully describing:

- The flight (including all methods, parameters, equipment, software, etc);
- The photography (including all methods, parameters, equipment, software, etc); and



## CT DEP 2005 Coastal Aerial Photography Specifications

- The scanning (including all methods, parameters, equipment, software, etc)

The metadata file will be delivered in Extensible Markup Language (XML)

For more information on FGDC compliance standards, refer to <http://www.fgdc.gov>.

*\*\*Note – it is not required that each image file have its own metadata file; rather one metadata record documenting the entire set will suffice.*

## B-4 GIS POINT COVERAGE OF PHOTO CENTERS

### B-4.1 GIS Data

The CTDEP will require a GIS based (preferably in ESRI shapefile format) point coverage depicting the center of each photo captured using GPS during the flight. This will allow the digital versions of the transparencies to be incorporated with existing GIS data and projects. The shapefile will contain the following specifications:

- Coordinates will be in CTSP NAD83 feet; and
- The attributes will adhere to the following schema:

Field Name	Format	Description
Photo_X	Double	Easting value in CTSP NAD83 from GPS unit
Photo_Y	Double	Northing value in CTSP NAD83 from GPS unit
PhotoName	Text	Name of the photo using the specification described in B-3.2
PhotoDate	Text	Date of photo capture in MM/DD/YYYY
PhotoTime	Text	Time of photo capture using <u>Eastern Standard Time</u> in twenty-four (24) hour format (HH:MM:SS)

### B-4.2 Metadata

To meet CTDEP requirements for digital spatial data standards, the Contractor will be required to produce FGDC compliant metadata fully describing:

- The flight (including all methods, parameters, equipment, etc);
- The photography & GPS capture (including all methods, parameters, equipment, etc); and
- The shapefile creation and attribution (including all methods, parameters, equipment, software, etc)

The metadata file will be delivered in XML.

## **B-5 COLOR CONTACT PRINTS**

Color contact prints are required to serve as an original reference set. The requirements for contact prints are as follows:

### **B-5.1 Color Contact Prints**

Color contact prints will be produced directly from the nine (9) inch by nine (9) inch FCIR transparencies onto double weight semi-matte direct positive archival-quality color paper. The nine (9) inch by nine (9) inch color contact prints shall be at a scale of one to twelve thousand (1:12,000) and shall include the same labeling that appears on the FCIR transparencies (See B-1.13.1).

*\*Note: The labeling shall not obscure any photo features or flight data.*

## **B-6 BLACK AND WHITE PHOTO INDICES**

Black-and white photo indices will be prepared by photographing a mosaic of contact prints in the format specified below. Note that the color contact prints, if used to construct the mosaic, will serve as an original reference or file collection. Therefore if these prints are used in preparing the photo mosaic, care must be used so as not to mar or perforate the original prints.

### **B-6.1**

Photo indices shall be prepared by photographing on safety-base film, to a scale of one to fifty thousand (1:50,000), an assembly of contact prints from all properly indexed and edited vertical transparencies used for coverage of the region (as specified in B-1.1), carefully laid to match corresponding images as closely as possible and clearly showing the serial numbers of each photograph. The prints shall be made without mask and shall be made with a one (1) inch border around the edges of the usable photographic images.

### **B-6.2 Size and Format**

The transparencies of the photo index shall be twenty-four (24) inches by thirty-six (36) inches. Index sheets should generally be oriented to the north and should be numbered consecutively from west to east.

### **B-6.3 Content**

All photo index transparencies shall be at a uniform scale to facilitate the matching of adjoining index sheets. The photo index sheets of the vertical photography should show the names of principal population centers and municipal boundaries as shown on USGS one to twenty-four thousand (1:24,000) scale maps and the names of other physical and cultural features of importance.

### **B-6.4 Title Block**

A title block shall be placed on each photo index. The placement of the title block shall not obscure the serial numbers of the usable photographs. It shall contain:

- State of Connecticut, Department of Environmental Protection;
- Scale notation for flight photos and index;
- Scale bar for the photo index;
- North arrow;
- Year flown;
- Index Sheet Number out of Total Sheets (e.g. Sheet 1 of 6); and
- Key to index sheets.

### **B-6.5 Photo Index Copies for Delivery**

#### **B-6.5.1 Photographic Film**

One positive copy of each index sheet shall be prepared on polyester-base matte-surface photographic film of a minimum zero point zero zero four (0.004) inch thickness, such as Dupont CFM-4 or equivalent. The image is to be screened with a one hundred thirty-three (133) or one hundred fifty (150) line-to-the inch halftone contact screen, and be on the under side of the film (when viewing the image right reading) for the printing of quality diazo copies.

#### **B-6.5.2 Paper Prints**

Three positive continuous-tone photographic paper prints of each index sheet of the nine (9) inch by nine (9) inch vertical aerial photography are to be prepared on plasticized medium-weight semi-matte paper such as Kodak KIND 1594, Kodabromide RC, or equivalent.

## **B-7 DIGITAL IMAGES OF BLACK & WHITE PHOTO INDICES**

The CTDEP will require delivery of digital images of each black and white Photo Index identified in B-6 above. Digital images will conform to following specifications:

### **B-7.1 Scanning**

All photo indices will be scanned such that:

- Scanning resolution will be set to maximize image quality (i.e. readability of photo numbering) and minimize image size;
- Indices will be saved as \*.tiff files; and
- When viewed on screen the “northerly” direction of the image corresponds to the top the screen.

### **B-7.2 File Naming**

Each digital photo index image will use the following naming convention:

- “2005\_PhotoIndex” followed by the Index sheet number
- Examples:
  - 2005\_PhotoIndex\_1.tiff, 2005\_PhotoIndex\_2.tiff, etc.

### **B-7.3 File Storage/Delivery**

Digital Image files will be stored/delivered on the same external hard-drives as specified in B-3.3

### **B-7.4 Metadata**

To meet CTDEP requirements for digital spatial data standards, the Contractor will be required to produce FGDC compliant metadata fully describing:

- The flight (including all methods, parameters, equipment, etc);
- The photography (including all methods, parameters, equipment, etc); and
- The index creation and scanning (including all methods, parameters, equipment, etc)

The metadata file will be delivered in XML.

**\*\*Note – it is not required that each index file have its own metadata file; rather one metadata record documenting the entire set will suffice.**

## **B-8 TIDE-COORDINATED PHOTOGRAPHY -- \*\*OPTIONAL\*\***

The purpose of tide-coordinated photography is to provide for examination and identification of inter-tidal areas and provide for consistency throughout the entire set. The CTDEP will require that the vertical aerial photography of the designated coastal area (as defined in B-1.1 and shown in **red on the enclosed maps in Appendix C**) be undertaken in such a manner that all photographs are taken during a period of time extending from one (1) hour before low tide to one (1) hour after low tide for the specific area being photographed. In instances where this window may cause conflicts with the general restricted hours, tide coordination times will supercede the 1100 to 1300 EST limitation.

The CTDEP will provide tables identifying daily “windows” for flying tide-coordinated photography.

*\*\* Note that all time computations, labels, and instrumentation are to be standardized in Eastern Standard Time (EST.)*

## **B-9 DIGITAL ORTHOPHOTOS -- \*\*\*OPTIONAL\*\*\***

As an optional component of this process, the CTDEP is interested in exploring the possibility of using the vertical photography to create a set of digital orthophotos. The set will be a series of digital orthogonally corrected vertical FCIR photographs mosaicked together as defined below.

*\*\*Note - this option can negate the requirements of scanning the transparencies and creating GIS photo center points.*

### **B-9.1 Digital Orthophoto Specs:**

Each mosaic will:

- Have half (0.5) meter ground resolution;
- Have twelve (12) bit color scheme;
- Be spatially defined by the boundary of the appropriate USGS Digital Ortho Quarter Quads (DOQQs) (to the extent of the flight coverage as defined in B-1.1.);
- Be delivered in GeoTIFF format using CTSP NAD83 feet and appropriate header files;
- Be radiometrically balanced to mitigate against color/brightness distortion between land and water areas; and
- Conform with USGS National Map Accuracy Standards (NMAS) appropriate to the scale and resolution specified.

**B-9.2 File Naming Conventions:**

Each orthophoto mosaic will use the following naming convention:

- “2005\_ortho\_” followed by the four-digit (with leading zeros) USGS DOQQ designation
- Examples:
  - 2005\_ortho\_0096ne.tiff, 2005\_ortho\_0096se.tiff, etc.

**B-9.3 Metadata**

To meet CTDEP requirements for digital spatial data standards, the Contractor will be required to produce FGDC compliant metadata fully describing:

- The flight (including all methods, parameters, equipment, software, etc);
- The photography (including all methods, parameters, equipment, software, etc);
- The orthogonal conversion (including all methods, parameters, equipment, software, etc); and
- The color balancing (including all methods, parameters, equipment, software, etc.)

The metadata file will be delivered in XML.

*\*\*Note – it is not required that each mosaic file have its own metadata file; rather one metadata record documenting the entire set will suffice.*

**C. DETAILED PROJECT SPECIFICATIONS**

**C-0 CONTRACTOR/SUBCONTRACTOR QUALIFICATIONS & REFERENCES**

The contractor and any subcontractors must have access to and mastery of all the equipment and skills needed to acquire, process, and produce the type of FCIR aerial photos and products described above in Section B. This includes, but is not limited to:

- Ample staff with knowledge and experience in aerial photography projects and data;
- Ability to meet strict aerial photography deadlines; and
- Financial solvency to take on a state wide aerial photography project.

## **CT DEP 2005 Coastal Aerial Photography Specifications**

The contractor and any subcontractors shall provide to the CTDEP at least three (3) references sufficient to document their capabilities as well as deliverables for similar projects. Of particular interest will be:

- The sizes/scopes of the projects;
- Timeliness/quality of data capture, data processing and delivery; and
- Adherence to project scheduling and budget.

### **C-1 INSPECTION OF MATERIAL**

#### **C-1.1 Transparencies**

The CTDEP shall inspect the transparencies prior to the preparation of any derived products. Once deemed satisfactory by the CTDEP, the contractor will receive written authorization to proceed.

#### **C-1.2 Transparency Inspection Scheduling**

Due to the inherent uncertainties involving aerial photography and in the interest of efficient use of narrow time frames, a mutually acceptable schedule of submitting, reviewing, and returning the transparencies will be agreed upon after the award of the contract but before commencement of flying window.

#### **C-1.3 Final Product Review**

The CTDEP reserves the right to require the contractor to redo any derivative product (on a case by case basis) deemed unsatisfactory by the CTDEP due to non-conformance with any project specifications outlined in Section B.

This does not include any physical damage incurred to products after delivery to CTDEP.

### **C-2 OWNERSHIP**

All transparencies, prints, and other derived products shall become the property of the STATE OF CONNECTICUT, DEPARTMENT OF ENVIRONMENTAL PROTECTION.

### **C-3 SAFETY OF MATERIALS**

While any resultant items of work are in the possession of the contractor, he shall be responsible for their preservation. Should they be lost, damaged, or

**CT DEP 2005 Coastal Aerial Photography Specifications**

destroyed while in his possession, regardless of the reason for loss, damage or destruction, the contractor shall replace them in the same quality and quantity as specified in the bid specifications at no cost to the State.

**C-4 REPRODUCTION OF PHOTOGRAPHY OR DERIVED PRODUCTS**

The contractor shall at no time deliver any FCIR transparencies, prints, reproductions, or any other derivative hard or soft copy products resulting from this contract to any person or agency outside of the CTDEP without prior written authorization from the CTDEP.

Such authorization shall be granted by the CTDEP only after approval of the contractor's offered schedule of prices for FCIR transparencies, prints, reproductions, or any other derivative hard or soft copy product

**C-6 PERFORMANCE PERIODS**

**C-6.1 Aerial Flight Window**

The contractor will notify the CTDEP upon commencement of aerial photography. Photography is to be flown and completed between June 15, 2005 and September 15, 2005, weather/ground conditions permitting. Any flights outside this time period will require prior approval by the CTDEP.

**C-6.2 Transparency Review**

Upon completion of the aerial photography the contractor shall notify the CTDEP for review as described in C-1.

**C-6.3 Derivative/Optional Products**

All color prints, photo indices, and digital products specified in Section B shall then be delivered to CTDEP within thirty (30) calendar days after receiving written notification to proceed from CTDEP. Any requests for extensions during this period will require written documentation by the contractor and written approval by the CTDEP.

Any optional products that the CTDEP chooses to purchase shall be delivered within a reasonable time period mutually agreed upon by the CTDEP and the Contractor.



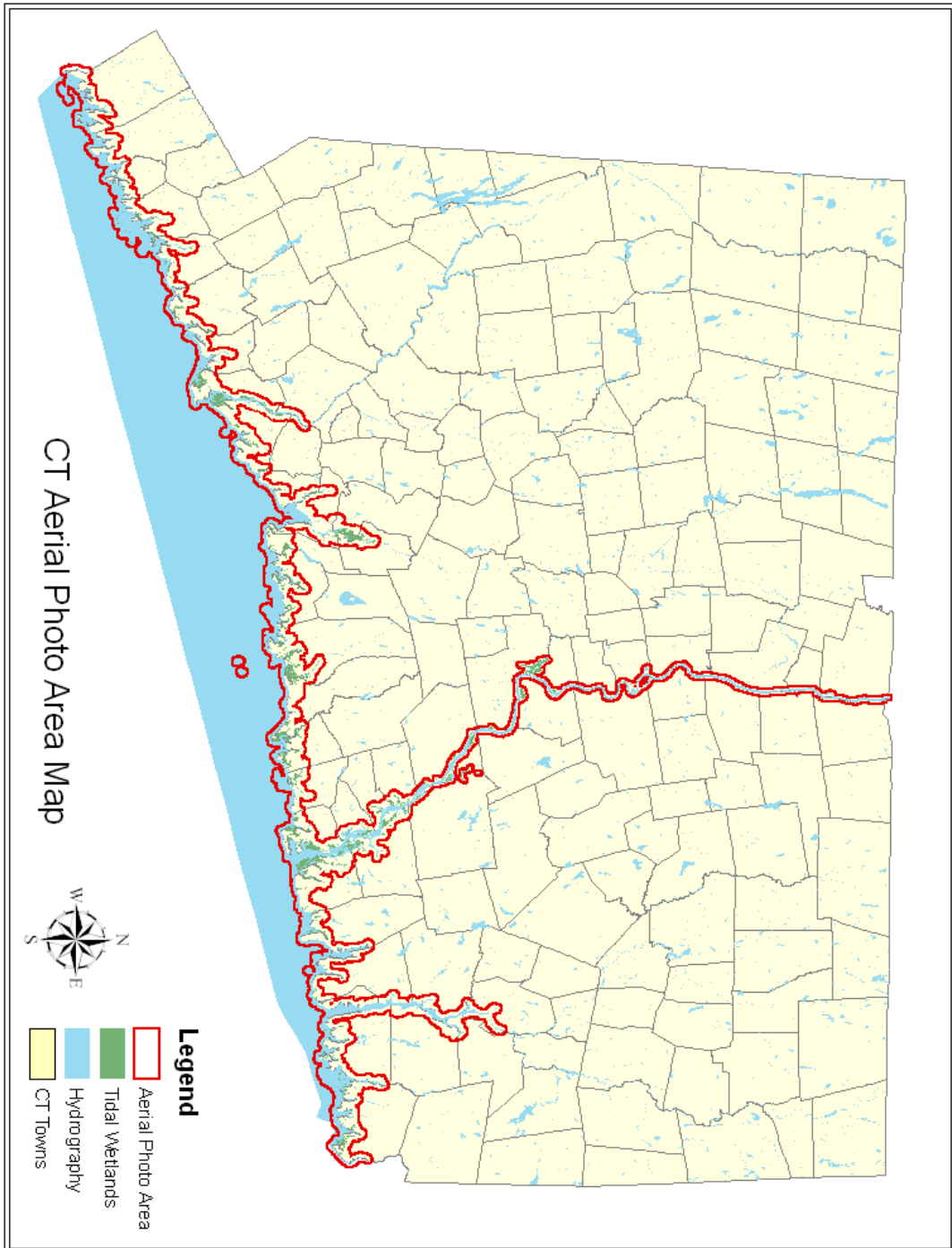
***CT DEP 2005 Coastal Aerial Photography Specifications***

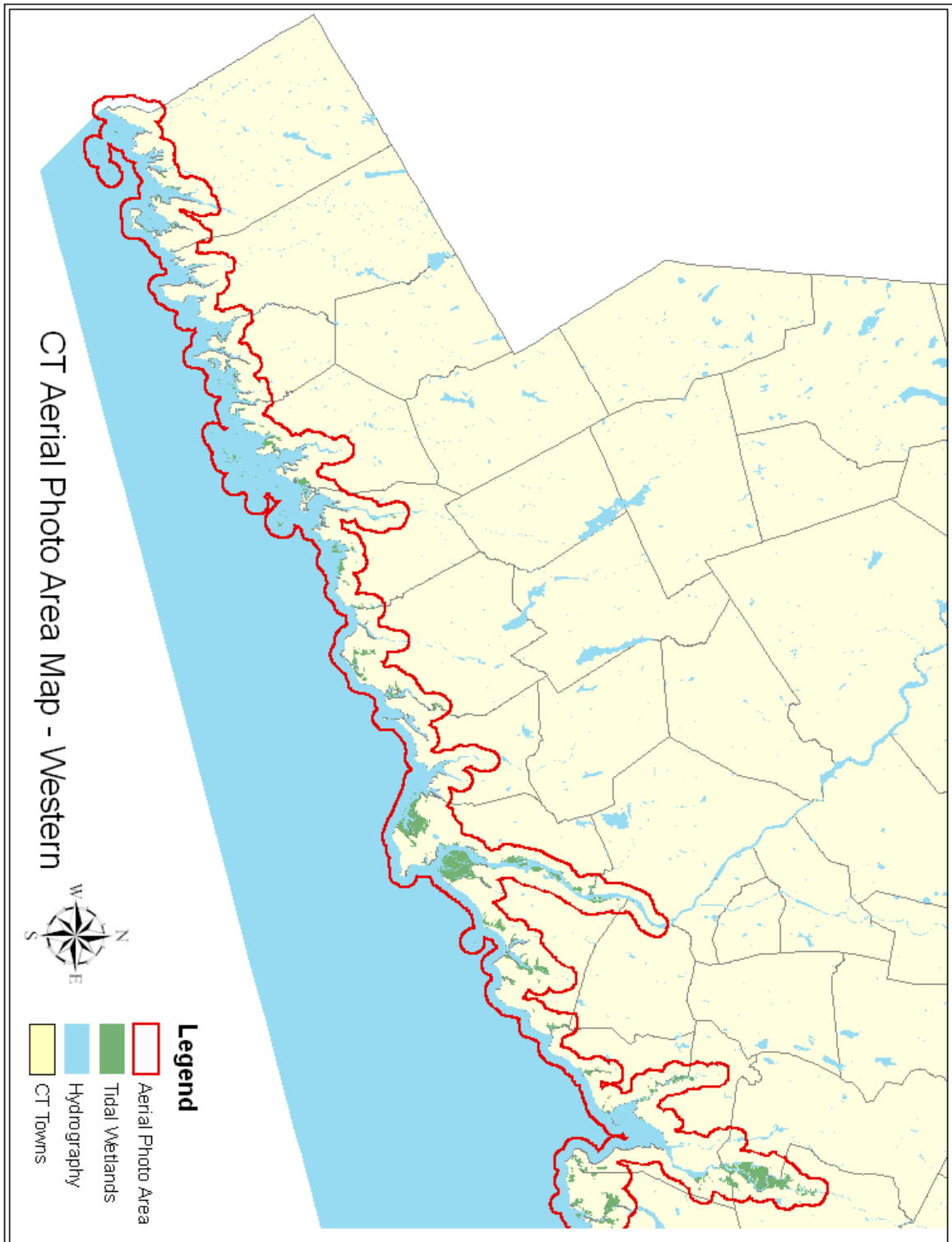
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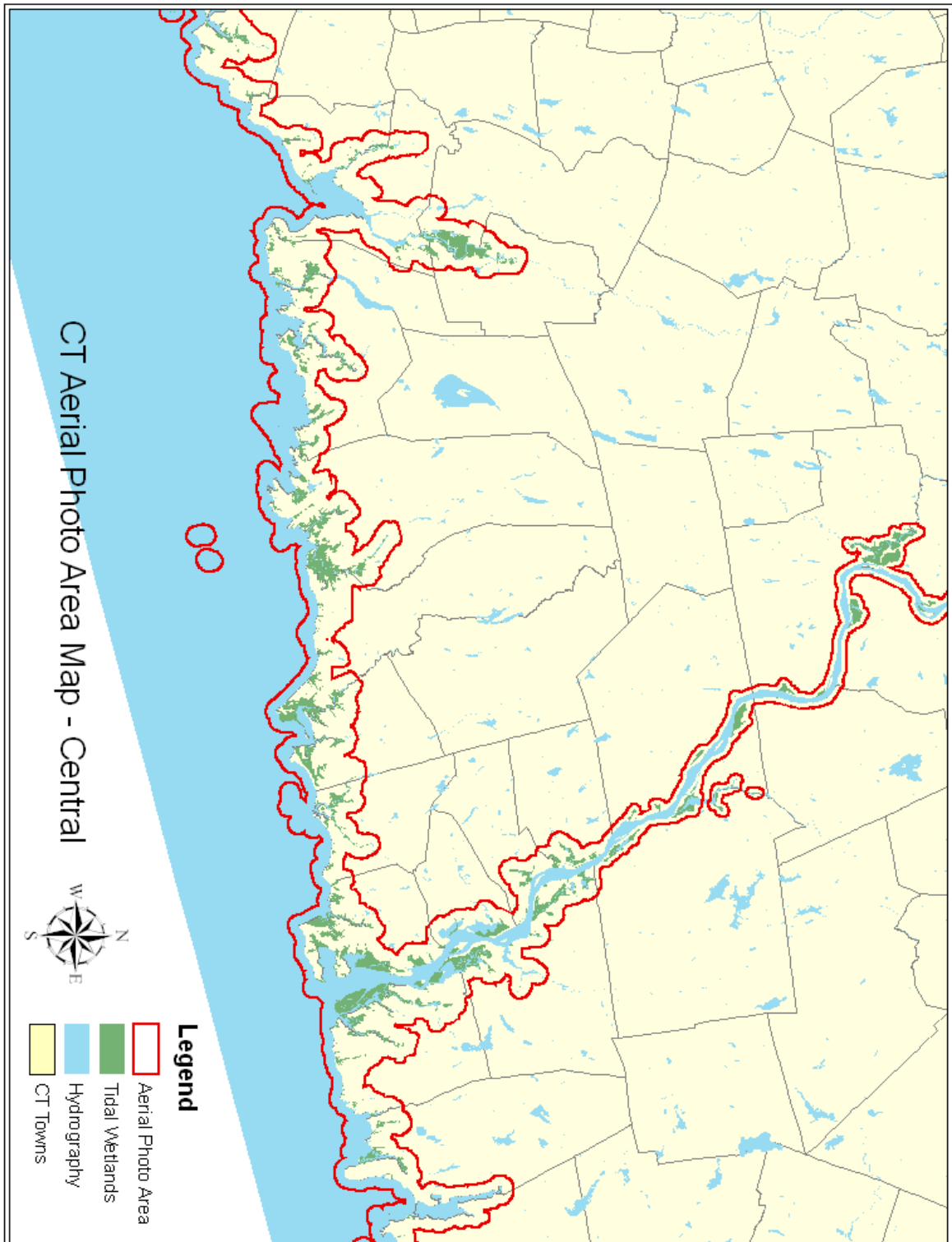
**Appendix A – DEFINITIONS**

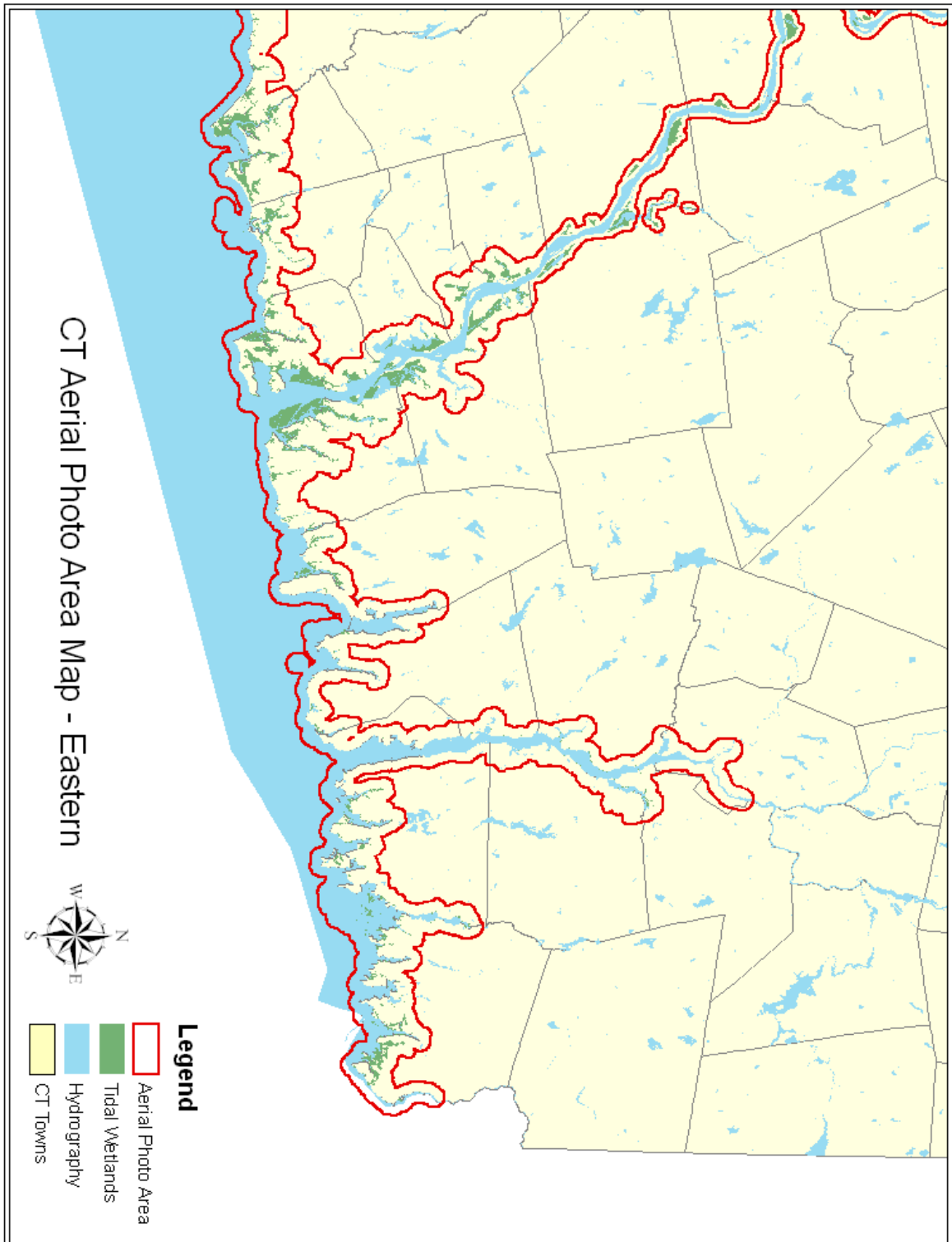
<b>CTDEP</b>	Department of Environmental Protection
<b>CGS</b>	Connecticut General Statutes
<b>FCIR</b>	False Color Infrared
<b>*.tiff</b>	Tagged Image File Format
<b>GPS</b>	Global Positioning System
<b>CTSP</b>	Connecticut State Plane Coordinates
<b>NAD83</b>	North American Datum of 1983
<b>ESRI</b>	Environmental Systems Research Institute
<b>MHW</b>	Mean High Water
<b>EST</b>	Eastern Standard Time
<b>FAA</b>	Federal Aviation Administration
<b>CAB</b>	Civil Aeronautics Board
<b>FMC</b>	Forward Motion Compensation
<b>USGS</b>	United States Geological Survey
<b>FGDC</b>	Federal Geographic Data Committee
<b>XML</b>	Extensible Markup Language
<b>DOQQs</b>	Digital Ortho Quarter Quads
<b>NMAS</b>	National Map Accuracy Standards

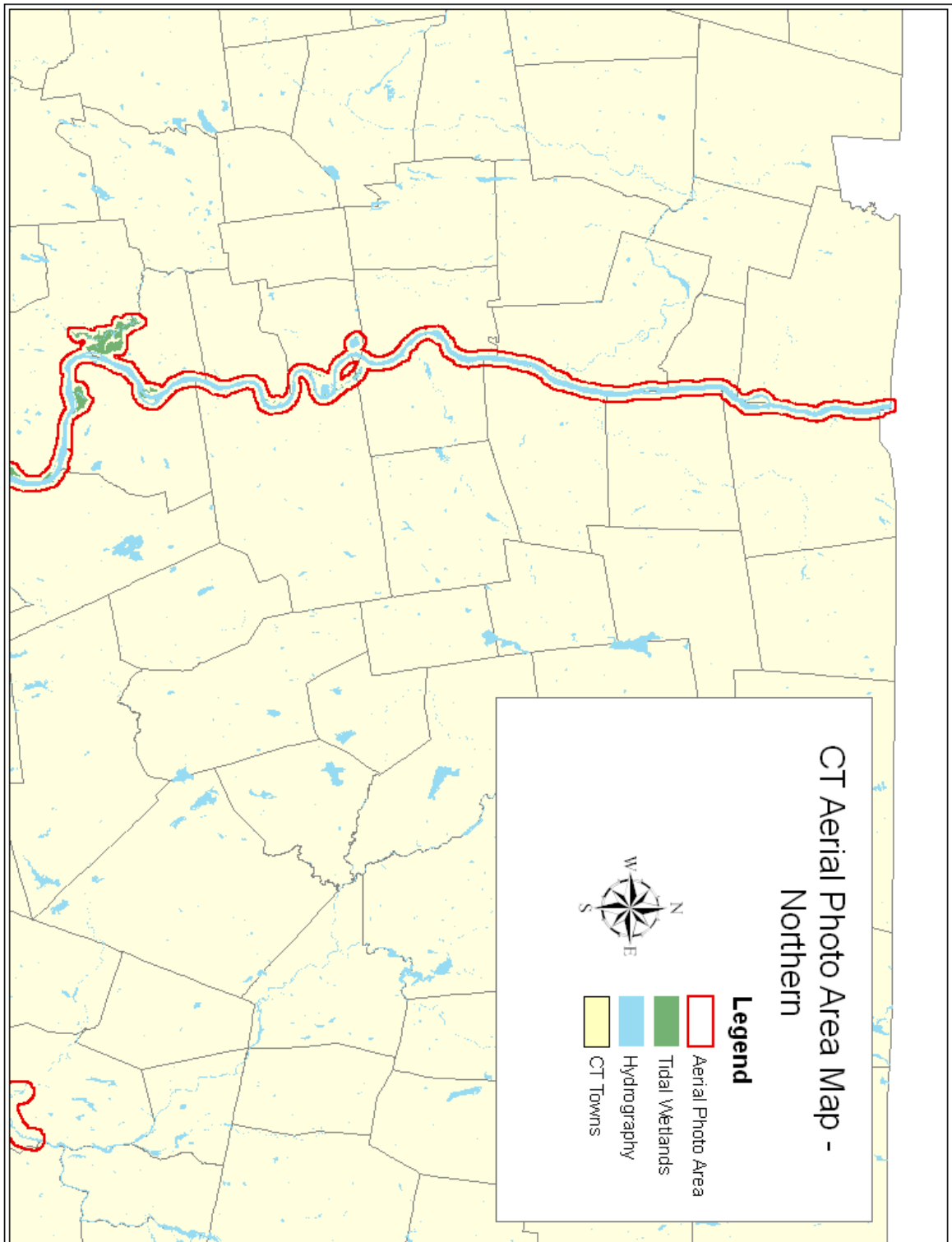
**Appendix B – AERIAL PHOTO MAPS**











# STATE OF CONNECTICUT PROCUREMENT SERVICES

**BID NO  
05PSX0128**

**Tony DeLuca**  
*Contract Specialist*

**(860) 713-5070**  
*Telephone Number*

**PROPOSAL SCHEDULE  
for Bid 05PSX0128**  
**IMPORTANT!**  
**RETURN ORIGINAL AND ONE COPY**

DELIVERY:  
TERMS: CASH DISCOUNT:  
% Days

Payment terms are net 45 days. Any deviation may result in bid rejection.  
Bid prices shall include all transportation charges FOB state agency.  
**Page 1 OF 1**

BIDDER NAME:  
SSN OR FEIN #:

ITEM # AND DESCRIPTION OF COMMODITY AND/OR SERVICES	TOTAL PRICE
---	-------------

<b>1. REQUIRED ITEMS (B-1 – B-7 including all subsections)</b>	
Vertical air photo flight (B1)	\$
FCIR Transparencies (B2)	\$
Digital Images of FCIR Transparencies (B3)	\$
GIS Photo Point Centers (B4)	\$
Color Contact Prints (B5)	\$
Black & White Photo Indices (B6)	\$
Digital Images of Black & White Photo Indices (B7)	\$
<b>Required Item Sub-Total</b>	<b>\$</b>
<b>2. OPTIONAL ITEMS (B-8 – B-9 including all subsections)</b>	
• Tide Controlled Photography (B8)	\$
• Digital Orthophoto Mosaics (B9)	\$
<b>Optional Item Sub-Total</b>	<b>\$</b>
<b>Project Grand Total</b>	<b>\$</b>