

<b>REQUEST FOR QUOTATION</b> <i>(THIS IS NOT AN ORDER)</i>	THIS RFQ <input checked="" type="checkbox"/> IS <input type="checkbox"/> IS NOT A SMALL BUSINESS SET-ASIDE	PAGE OF <b>1</b>	PAGES
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1. REQUEST NO. <b>N66001-04-Q-0612</b>	2. DATE ISSUED <b>05/24/2004</b>	3. REQUISITION/PURCHASE REQUEST NO. <b>7000009538</b>	4. CERT. FOR NAT. DEF. UNDER BDSA REG. 2 AND/OR DMS REG. 1	RATING
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5a. ISSUED BY <b>CONTRACTING OFFICER SPAWAR SYSTEMS CENTER 53560 HULL STREET SAN DIEGO CA 92152-5302</b>	6. DELIVER BY (Date)
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5b. FOR INFORMATION CALL (NO COLLECT CALLS)		7. DELIVERY <input type="checkbox"/> FOB DESTINATION <input type="checkbox"/> OTHER (See Schedule)	
NAME <b>PHYLLIS BERG</b>	TELEPHONE NUMBER		9. DESTINATION
	AREA CODE <b>619</b>	NUMBER <b>553-4360</b>	

8. TO:		a. NAME OF CONSIGNEE <b>RECEIVING OFFICER, SPAWARSYSCEN</b>	
a. NAME	b. COMPANY		b. STREET ADDRESS <b>53605 HULL STREET</b>

c. STREET ADDRESS		c. CITY <b>SAN DIEGO</b>	
d. CITY	e. STATE <b>CA</b>	f. ZIP CODE	d. STATE <b>CA</b> e. ZIP CODE <b>92152-5410</b>

10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5a ON OR BEFORE CLOSE OF BUSINESS (Date)  
**06/09/2004**

IMPORTANT: This is a request for information, and quotations furnished are not offers. If you are unable to quote, please so indicate on this form and return it to the address in Block 5a. This request does not commit the Government to pay any costs incurred in the preparation of the submission of this quotation or to contract for supplies or service. Supplies are of domestic origin unless otherwise indicated by quoter. Any representations and/or certifications attached to this Request for Quotation must be completed by the quoter.

11. SCHEDULE (Include applicable Federal, State and local taxes)

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
(a)	(b)	(c)	(d)	(e)	(f)
<b>0001</b>	<b>PHOTOGRAPHIC SERVICES IN ACCORDANCE WITH THE ATTACHED STATEMENT OF WORK.</b>	<b>1</b>	<b>LOT</b>		

12. DISCOUNT FOR PROMPT PAYMENT	a. 10 CALENDAR DAYS (%)	b. 20 CALENDAR DAYS (%)	c. 30 CALENDAR DAYS (%)	d. CALENDAR DAYS	
				NUMBER	PERCENTAGE

NOTE: Additional provisions and representations  are  are not attached.

13. NAME AND ADDRESS OF QUOTER			14. SIGNATURE OF PERSON AUTHORIZED TO SIGN QUOTATION	15. DATE OF QUOTATION
a. NAME OF QUOTER				
b. STREET ADDRESS				
c. COUNTY			16. SIGNER	
			a. NAME (Type or print)	b. TELEPHONE
				AREA CODE
d. CITY	e. STATE	f. ZIP CODE	c. TITLE (Type or print)	
			NUMBER	

**SCHEDULE OF SUPPLIES OR SERVICES****BASE YEAR**

	<u>QTY</u>	<u>UI</u>	<u>Unit Price</u>	<u>Total Amount</u>
<b>0001 Photographic Services in accordance with the attached Statement of Work. Period of Performance: To be determined</b>	<b>400</b>	<b>HRS</b>	<b>\$</b>	<b>\$</b>

**OPTION YEAR 1**

<b>0002 Photographic Services in accordance with the attached Statement of Work. Period of Performance: To be determined</b>	<b>400</b>	<b>HRS</b>	<b>\$</b>	<b>\$</b>
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**OPTION YEAR 2**

<b>0003 Photographic Services in accordance with the attached Statement of Work. Period of Performance: To be determined</b>	<b>400</b>	<b>HRS</b>	<b>\$</b>	<b>\$</b>
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## PROVISIONS AND CLAUSES NORMALLY USED IN SOLICITATIONS/PURCHASE ORDERS

Listed below are FAR, DFARS, and full text NAVSUP/local provisions/clauses. The FAR and DFARS clauses are incorporated by reference with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions/clauses marked with an (\*) include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer (FAR 52.102(c)). The full text of a provision or clause may be accessed electronically at this address: <http://farsite.hill.af.mil/>

- FAR 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (DEC 2003)
- FAR 52.232-1 PAYMENTS (APR 1984)
- FAR 52.232-8 DISCOUNTS FOR PROMPT PAYMENT (OCT 2003)
- FAR 52.232-25 PROMPT PAYMENT (OCT 2003)
- FAR 52.233-1 DISPUTES (JUL 2002)
- FAR 52.233-3 PROTESTS AFTER AWARD (AUG 1996)
- FAR 52.246-1 CONTRACTOR INSPECTION REQUIREMENTS (APR 1984)
- FAR 52.246-16 RESPONSIBILITY FOR SUPPLIES (APR 1984)
- FAR 52.222-20 WALSH-HEALEY PUBLIC CONTRACTS ACT (DEC 1996)
- FAR 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)
- FAR 52.222-26 EQUAL OPPORTUNITY (APR 2002)
- FAR 52.222-35 AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF VIETNAM ERA (DEC 2001)
- FAR 52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (DEC 2001)
- FAR 52.222-37 EMPLOYMENT REPORTS ON DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA (DEC 2001)
- FAR 52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)
- FAR 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER- CENTRAL CONTRACTOR REGISTRATION (OCT 2003)
- DFARS 252.225-7001 BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM (APR 2003)
- FAR 52.247-34 F.O.B. DESTINATION (NOV 1991)
- FAR 52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT AND VEGETATION (APR 1984)
- FAR 52.243-1 CHANGES -- FIXED PRICE (AUG 1987)
- DFARS 252.243-7001 PRICING OF CONTRACT MODIFICATIONS (DEC 1991)
- FAR 52.249-1 TERMINATION FOR CONVENIENCE OF THE
- FAR 52.249-8 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984)
- FAR 52.245-4 GOVERNMENT-FURNISHED PROPERTY (SHORT FORM) (JUN 2003)

- OCCUPATIONAL SAFETY AND HEALTH REQUIREMENTS  
(MAR 99) (SPAWARSYSCEN SAN DIEGO)
- SALES TAX EXEMPTION (AUG 1998) (SPAWARSYSCEN SAN DIEGO)

**DFAR 252.227-7020 Rights in Special Works.**

**RIGHTS IN SPECIAL WORKS (JUN 1995)**

(a) *Applicability.* This clause applies to works first created, generated, or produced and required to be delivered under this contract.

(b) *Definitions.* As used in this clause:

(1) "Computer data base" means a collection of data recorded in a form capable of being processed by a computer. The term does not include computer software.

(2) "Computer program" means a set of instructions, rules, or routines recorded in a form that is capable of causing a computer to perform a specific operation or series of operations.

(3) "Computer software" means computer programs, source code, source code listings, object code listings, design details, algorithms, processes, flow charts, formulae and related material that would enable the software to be reproduced, recreated, or recompiled. Computer software does not include computer data bases or computer software documentation.

(4) "Computer software documentation" means owner's manuals, user's manuals, installation instructions, operating instructions, and other similar items, regardless of storage medium, that explain the capabilities of the computer software or provide instructions for using the software.

(5) "Unlimited rights" means the rights to use, modify, reproduce, perform, display, release, or disclose a work in whole or in part, in any manner, and for any purpose whatsoever, and to have or authorize others to do so.

(6) The term "works" includes computer data bases, computer software, or computer software documentation; literary, musical, choreographic, or dramatic compositions; pantomimes; pictorial, graphic, or sculptural compositions; motion pictures and other audiovisual compositions; sound recordings in any medium; or, items of similar nature.

(c) *License rights.*

(1) The Government shall have unlimited rights in works first produced, created, or generated and required to be delivered under this contract.

(2) When a work is first produced, created, or generated under this contract, and such work is required to be delivered under this contract, the Contractor shall assign copyright in those works to the Government. The Contractor, unless directed to the contrary by the Contracting Officer, shall place the following notice on such works:

“© (Year date of delivery) United States Government, as represented by the Secretary of (department). All rights reserved.”

For phonorecords, the “©” marking shall be replaced by a “P”.

(3) The Contractor grants to the Government a royalty-free, world-wide, nonexclusive, irrevocable license to reproduce, prepare derivative works from, distribute, perform, or display, and to have or authorize others to do so, the Contractor's copyrighted works not first produced, created, or generated under this contract that have been incorporated into the works deliverable under this contract.

(d) *Third party copyrighted data.* The Contractor shall not incorporate, without the written approval of the Contracting Officer, any copyrighted works in the works to be delivered under this contract unless the Contractor is the copyright owner or has obtained for the Government the license rights necessary to perfect a license of the scope identified in paragraph (c)(3) of this clause and, prior to delivery of such works—

(1) Has affixed to the transmittal document a statement of the license rights obtained; or

(2) For computer software, has provided a statement of the license rights obtained in a form acceptable to the Contracting Officer.

(e) *Indemnification.* The Contractor shall indemnify and save and hold harmless the Government, and its officers, agents and employees acting for the Government, against any liability, including costs and expenses, (1) for violation of proprietary rights, copyrights, or rights of privacy or publicity, arising out of the creation, delivery, use, modification, reproduction, release, performance, display, or disclosure of any works furnished under this contract, or (2) based upon any libelous or other unlawful matter contained in such works.

(f) *Government-furnished information.* Paragraphs (d) and (e) of this clause are not applicable to information furnished to the Contractor by the Government and incorporated in the works delivered under this contract.

(End of clause)

#### **52.217-8 Option to Extend Services (Nov 1999)**

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor at any time prior to the expiration of the current period of performance.

(End of clause)

**52.217-9 Option to Extend the Term of the Contract (Mar 2000)**

- (a) The Government may extend the term of this contract by written notice to the Contractor within 15 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 3 years.

**OCCUPATIONAL SAFETY AND HEALTH REQUIREMENTS  
(OCT 1998) (SPAWARSYSCEN SAN DIEGO)**

- (a) If performance of any work under this contract is required at a Space and Naval Warfare Systems Center (SPAWARSYSCEN) San Diego facility, the Contractor shall contact the SPAWARSYSCEN San Diego Safety and Environmental Office, Code D038, telephone (619) 553-5024, prior to performance of ANY work under this contract.
- (b) Contractors are responsible for following all safety and health related State and Federal statutes and corresponding State, Federal, and/or Navy regulations (i.e., NRaDINST 5100.5, Occupational Safety and Health Manual) protecting the environment, contractor employees, and persons who live and work in and around contractor and/or federal facilities.
- (c) Contractors shall monitor their employees and ensure that they are following all safety regulations. Contractors shall ensure that their employees:
  - (1) Wear appropriate safety equipment and clothing,
  - (2) Are familiar with all relevant emergency procedures should an accident occur, and
  - (3) Have access to a telephone and telephone numbers, to include emergency telephone numbers, for the SPAWARSYSCEN San Diego facility where work is performed.

**SALES TAX EXEMPTION  
(AUG 1998) (SPAWARSYSCEN SAN DIEGO)**

The contract price excludes all State and local taxes levied on or measured by the contract or sales price of the services or materials furnished under this contract. Such tax or duty shall not constitute an allowable cost under this contract unless specifically exempted by the Contracting Officer. Contractors shall take whatever action is necessary to avoid taxation of the Federal Government, of all taxes the Government believes are wrongfully assessed, which were assessed by a State authority via purchases made by the prime contractor, subcontractors or other vendors.

## **Photographic Support**

### **1.0 INTRODUCTION**

#### **1.1 Background**

**1.1.1** The Technical Information Division of the Space and Naval Warfare Systems Center, San Diego (SPAWARSYSCEN San Diego), provides full-spectrum photographic services in support of SPAWARSYSCEN San Diego's mission areas. Services are provided to fulfill scientific, technical, public affairs, and administrative requirements using both conventional and digital photographic equipment and processes.

#### **1.2 Scope**

**1.2.1** The purpose of the effort described in this contact is to provide on-site photographic services at SPAWARSYSCEN San Diego, SPAWAR headquarters, tenant commands at Old Town and Point Loma, and other local naval facilities and related activities.

#### **1.3 Work Schedule**

**1.3.1** The contractor shall perform work required under this contract during the hours designated by SPAWARSYSCEN San Diego as 5-4/9. The normal workweek shall be Monday through Thursday 7:15am to 4:45pm and Friday 7:15am to 3:45pm with every other Friday being a nonwork day.

**1.3.2** SPAWARSYSCEN San Diego shall notify the service provider when photographic services are required. SPAWARSYSCEN San Diego shall provide at least 4 hours notice as to when the services shall be required.

### **2.0 APPLICABLE DOCUMENTS**

**2.1** "Photographic Specifications: Historic American Buildings Survey, Historic American Engineering Record," June 1989, Division of National Register Programs, National Park Service

**2.2** "Passport and Passport Agent Services Regulation," April 1977, Director of Administration and Management, Office of the Secretary of Defense (DoD 1000.21R)

**2.3** "Navy Occupational Safety and Health Manual," 15 July 2002, Office of the Chief of Naval Operations (OPNAV Instruction 5100.23F)

**2.4** "Occupational Safety and Health Manual," 6 August 1990, Naval Ocean Systems Center (NOSC Instruction 5100.5C)

**2.5** "Distribution Statements on Technical Documents," 18 March 1987, Department of Defense (DoD Directive 5230.24)

**2.6** Title 17 U.S. Code, *Copyrights*

**2.7** Title 35 U.S. Code, Section 205, *Confidentiality*

### **3.0 ADMINISTRATIVE REQUIREMENTS**

#### **3.1 Work Logs**

**3.1.1** The contractor shall maintain and keep a log of all work produced, created, or generated; the log shall include hours, materials, and prints (sizes and numbers) expended or provided for each task. This log shall be provided in hard copy to SPAWARSYSCEN San Diego. This log shall be provided on a weekly basis to SPAWARSYSCEN San Diego.

### **4.0 PHOTOGRAPHIC REQUIREMENTS**

#### **4.1 Types of Photography**

**4.1.1** The contractor shall provide any or all of the types of photography discussed in section 4.2, 4.3, and 4.4. The contractor shall provide SPAWARSYSCEN San Diego with film (35mm or 2.25- X 2.75- inch) or digital images.

#### **4.2 Studio Photography**

**4.2.1** The contractor shall provide studio photography services that include, as a minimum, portrait photography, official passport and visa photography, tabletop photography, macro photography, and large-item photography.

##### **4.2.2.1 Portrait Photography**

**4.2.2.1.1** The contractor shall provide portrait photography that includes, as a minimum, group shots, awards, interviews, retirements and ceremonies; full-length military portraits required for service records (including a title board with information such as name, rank, and social security number); and civilian and military portraits required for journals and displays.

**4.2.2.1.2** The contractor shall use professional portrait techniques to enhance the image of the individual or group. Special attention shall be paid to posture, attire, hair appearance, facial expression, and eye contact.

##### **4.2.2.2 Official Passport and Visa Photography**

**4.2.2.2.1** The contractor shall provide official passport and visa photography.

##### **4.2.2.3 Tabletop Photography**

**4.2.2.3.1** The contractor shall provide tabletop photography that includes, as a minimum, photographing small objects that require appropriate lighting and background.

##### **4.2.2.4 Macro Photography**

**4.2.2.4.1** The contractor shall provide macro photography that includes, as a minimum, the photography of very small objects, 1:1 or larger in the camera, requiring long bellows or lens extension tubes and exposure compensation for magnification effects. Extremely small objects may require use of a microscope to be photographed.

#### **4.2.2.5 Large-Item Photography**

**4.2.2.5.1** The contractor shall provide large-item photography that includes, but is not limited to, photographing extremely large objects (height and/or width) that require special set-ups for lighting, backdrops, and lenses.

#### **4.3 Location Photography**

**4.3.1** Location photography shall be accomplished by scheduled appointments. Location photography may be as simple as a single exterior view requiring no supplemental lighting or as difficult as a series of complex interior views of equipment or facilities requiring multiple supplemental lighting. Objects may be as large as the laboratory complex or as small as a microchip.

**4.3.2** The contractor shall transport photographic items provided by SPAWARSYSCEN San Diego to the work area. A truck or van shall be provided by SPAWARSYSCEN San Diego.

**4.3.3** The contractor shall provide on-site location photography that includes, as a minimum, parts and equipment; emergencies; facilities; archival; research, development, test, and evaluation (RDT&E); public affairs; and scenic.

##### **4.3.3.1 Parts and Equipment Photography**

**4.3.3.1.1** The contractor shall provide photography of parts and equipment (including exploded views) that requires, as a minimum, special photographic techniques, such as painting with light or use of a light tent to produce a shadowless photograph.

**4.3.3.1.2** The contractor shall provide photography of equipment and parts, including defective or damaged equipment, for use in hard-copy and electronic reports.

##### **4.3.3.2 Emergency Photography**

**4.3.3.2.1** The contractor shall provide emergency photography that includes, as a minimum, accidents, fires, law enforcement investigations, disaster or major mishaps, or news events that cannot be recaptured or rescheduled. Emergency photography is any request that requires a photographer to be dispatched immediately.

##### **4.3.3.3 Facilities Photography**

**4.3.3.3.1** The contractor shall provide photography for all buildings, laboratories, offices, and special equipment installations. When required, the contractor shall use 35mm cameras with wide-angle lenses and perspective control.

##### **4.3.3.4 Archival Photography**

**4.3.3.4.1** The contractor shall provide archival photography that requires shooting of black-and-white negatives that are printed on fiber-based papers with special wash times.

##### **4.3.3.5 RDT&E Photography**

**4.3.3.5.1** The contractor shall provide photographic documentation of ongoing SPAWARSYSCEN San Diego technical and scientific projects both on-site and at designated field locations within the San Diego metropolitan area.

#### **4.3.3.6 Public Affairs Photography**

**4.3.3.6.1** The contractor shall provide public affairs photography that includes, as a minimum, award ceremonies, retirements, high-level visitors, and group shots.

#### **4.3.3.7 Scenic Photography**

**4.3.3.7.1** The contractor shall provide scenic photography services that shall include, as a minimum, taking photographs of San Diego museums, beaches, academic institutions, evening and sunrise shots of San Diego, and SPAWARSYSCEN San Diego employees in work situations. Travel arrangements in and around the San Diego metropolitan area for photographic services to be provided at locations other than at SPAWARSYSCEN San Diego will be specified by the designated government representative.

#### **4.4 Special-Effects Photography**

**4.4.1** The contractor shall provide special effects photography by using unusual or special techniques such as using-color gels over lighting for drama and impact; multiple exposures on same piece of film; unusual filters over camera lens; special lenses; fiber optics; special sensitivity film and emulsions; special processing using sabatier effect (solarization of negative or print); and combining negatives for effect.

**4.4.2** This photography includes, as a minimum, studio, location, and copy photography.

#### **4.5 Sequential Still Photography**

**4.5.1** The contractor shall provide 35mm format still/sequential photographic services.

### **5.0 COPY PHOTOGRAPHIC REQUIREMENT**

**5.1** The contractor shall provide copy photographic products in formats that include, as a minimum, black-and-white or color negatives; black-and-white or color transparencies; and black-and-white or color prints of photographs, original artwork, or printed materials. Copy types shall include, as a minimum, the following:

- Continuous Tone Copies: Full-tone, full-scale copies
- Line Copies: Very-high-contrast copies of high-contrast originals
- Combination Copies: Continuous tone and line copies
- Slides: Continuous tone, line, or combination in color or black-and-white. This includes, as a minimum, 35mm mounted or 8x10 mounted for overhead projection

### **6.0 PLACE OF PERFORMANCE**

**6.1** The contractor shall use SPAWARSYSCEN San Diego's Photographic/Video Studios in Buildings A2 and A7 (topside) for studio photography. The contractor shall use SPAWARSYSCEN San Diego's Photo Lab in Building A1 (topside) for copy photography. Other

types of photographic shooting shall be done at various within the SPAWARSSYSCEN San Diego and SPAWAR headquarters complex and other local Naval facilities and related activities.

## **7.0 GOVERNMENT-PROVIDED EQUIPMENT AND FACILITIES**

### **7.1 Facilities**

**7.1.1** SPAWARSSYSCEN San Diego's Photography Laboratory and Studios will be made available to the contractor.

### **7.2 Equipment and Supplies**

**7.2.1** SPAWARSSYSCEN San Diego will make available two Noritsus and one Sitte Tischer for photo processing.

**7.2.2** SPAWARSSYSCEN San Diego will provide the following photographic equipment:

- Mamiya RB 67 camera with lens and strobe (serial number C50898) (value of \$2,400)
- Nikon FM2 camera with lens and strobe (serial number N7379457) (value of \$1,900)
- Nikon D100 digital camera with lens and strobe (serial number 2188573) (value of \$3,600)

**7.2.3** SPAWARSSYSCEN San Diego shall provide all required film and other photographic material such as portable lights and backdrops.

**7.2.4** SPAWARSSYSCEN San Diego will provide a Macintosh 7000/300/180 with Photoshop software.

**7.2.5** The contractor shall return all government-furnished equipment and materials provided under the contract to SPAWARSSYSCEN San Diego.

**7.2.6** The contractor shall be responsible for safeguarding all government property provided for contractor use. At the close of each work period, government facilities, property, and materials shall be secured and checked in accordance with established SPAWARSSYSCEN San Diego policies and procedures; policies and procedures shall be provided by SPAWARSSYSCEN San Diego.

## **8.0 TRAINING**

**8.1** The contractor shall be responsible for any training required to provide the technical skills necessary for performing the photographic services (shooting and copy photography) in the performance of this contract.

**8.2** The contractor shall attend training courses provided by SPAWARSSYSCEN San Diego on equipment, systems, processes, safety, security, or other related areas.

## **9.0 SECURITY**

**9.1** The scope of the work shall be unclassified (both public release and sensitive). No classified photographic support shall be required.

9.2 All personnel providing services under this contract shall be citizens of the United States.

9.3 Photographs created under this contract are subject to SPAWARSYSCEN San Diego's technical distribution requirements and restrictions.

## **10.0 SAFETY**

10.1 Assignments may require the contractor to wear protective clothing, and require the use of other than normal photographic materials that may include, but are not limited to, special cameras, lenses, and infrared or ultraviolet sensitive films. The protective clothing and special materials shall be provided by SPAWARSYSCEN San Diego.

10.2 In performing work under this contract, the contractor shall conform to the safety requirements for all activities related to the accomplishment of the work.

## **11.0 COPYRIGHT REQUIREMENTS**

### **11.1 Assignment of Copyright**

11.1.1 The contractor provider shall assign all copyrights to the U.S. Government in the entirety of all works first produced, created, or generated under this contract, and shall convey each such assignment to the U.S. Government using the attached ASSIGNMENT OF COPYRIGHT form. The term "works" is defined in DFARS 252.227-7020, Rights in Special Works, and further includes, but is not limited to, all photographic products. All assignments shall be delivered to the Designated Government Representative (DGR) within 30 business days from the time such work is first produced, created, or generated. The contractor agrees to execute all papers and to perform such other proper acts SPAWARSYSCEN San Diego deems necessary to secure such copyrights for the U.S. Government. The contractor further agrees to convey the copyrights in all works first produced, created, or generated under this contract only to the U.S. Government, and to no other entity.

### **11.2 Copyright Notices**

11.2.1 The contractor shall not place a copyright notice or any other notice on any work produced, created, or generated under this contract unless directed to do so by SPAWARSYSCEN San Diego.

### **11.3 Disclosure of Information**

11.3.1 Performance under this contract may require the contractor to create, generate, or produce works that pertain to equipment or information subject to nondisclosure agreements, Navy developed inventions protected from public disclosure by 35 USC 205, or to personnel matters subject to privacy laws. Further, the contractor shall be working in a limited access naval facility. Therefore, the contractor shall not retain any use or disclosure rights in any work produced, generated, or created under this contract.

11.3.2 Disclosure of any work produced, created, or generated by the contractor in performance of this contract is subject to DFARS 252.204-7000, *Disclosure of Information*.

## **12.0 INSPECTION, ACCEPTANCE, AND POINT OF CONTACT**

### **12.1 Point of Contact**

**12.1.1** All deliverables produced under this order shall be inspected by the point of contact, Alan Antczak, Code 202702, phone (619) 553-4853.

### **12.2 Acceptance of Deliverables**

**12.2.1** Acceptance of deliverables will include, but not be limited to, the following:

- Arrangement and composition of subjects to accentuate points to be emphasized
- Use of lighting to balance light and shadow or to eliminate objectionable reflections
- Production of esthetic prints through selective alteration of intensity of portions of photograph
- Production of esthetic prints by retouching, by blocking out objectionable features, removing unwanted shadows, and cropping
- Corrections for distortions and differences in size of foreground and background objects
- Depiction of subject matter: How well the technical objectives of photographic assignment were met
- Use of factors such as shutter speeds, lens settings, filters, camera angles, exposure times, and type of film to meet photographic requirements
- Photographic products free of all defects obtained during printing and processing operation

### **12.3 Time Requirements**

Time required to complete the photographic assignments will vary from one hour, e.g., public-affairs events, to four days, e.g., scenic photography. SPAWARSYSCEN San Diego shall provide at least 4 hours notice as to when the services shall be required.

ASSIGNMENT OF COPYRIGHT  
(Navy Contract No. N66001- \_\_\_\_\_)

This assignment is made by \_\_\_\_\_ [INSERT NAME OF CONTRACTOR] (hereinafter *CONTRACTOR*) having a principal business address at \_\_\_\_\_. *CONTRACTOR* represents and warrants that it owns the copyright interest in its original work of authorship in the work identified as \_\_\_\_\_, (hereinafter referenced as the *Work*), (IDENTIFY AND DESCRIBE THE *WORK*) first produced, created, or generated under Contract No. \_\_\_\_\_, and holds the complete and undivided copyright interest in such *WORK*. This agreement is incorporated into Navy Contract No. N66001-\_\_\_\_\_.

In accordance with the requirements of Navy Contract No. N66001-\_\_\_\_, *CONTRACTOR* agrees as follows:

1. *CONTRACTOR* does hereby sell, assign, and transfer to the U.S. Government, its successors and assigns, the entire right, title, and interest in and to *CONTRACTOR'S* copyright interest in the *Work* and any registrations and copyright applications relating thereto and any renewals and extensions thereof, and in and to all works in all media based upon, derived from, or incorporating the *Work*, and in and to all income, royalties, damages, claims, and payments now or hereafter due or payable with respect thereto, and in and to all causes of action, either in law or in equity for past, present, or future infringements based on the copyright interests, and in and to all rights corresponding to the foregoing throughout the world.

2. *CONTRACTOR* agrees to execute all papers and to perform such other proper acts as *SPAWARSYSCEN SAN DIEGO* may deem necessary to secure for the U.S. Government or its designee the copyright interests assigned herein.

For: \_\_\_\_\_ [INSERT LEGAL NAME OF *CONTRACTOR*]

By: \_\_\_\_\_ [SIGNATURE]

\_\_\_\_\_ [TYPED NAME]

\_\_\_\_\_ [TITLE]

\_\_\_\_\_ [DATE]

**CONTRACT DATA REQUIREMENTS LIST  
(2 Data Item)**

**Form Approved  
OMB No. 0704-0188**

Public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either of these addresses. Send completed form to the Government Issuing Contract Officer for the Contract/PR No. listed in Block E.

<b>A. CONTRACT LINE ITEM NO.</b>		<b>B. EXHIBIT</b> A		<b>C. CATEGORY:</b> TDP                      TM                      OTHER                      MISC					
<b>D. SYSTEM/ITEM</b> PHOTOGRAPHIC SUPPORT			<b>E. CONTRACT/PR NO.</b> /		<b>F. CONTRACTOR</b>				
<b>1. DATA ITEM NO.</b> A001	<b>2. TITLE OF DATA ITEM</b> Still Photo Coverage			<b>3. SUBTITLE</b>					
<b>4. AUTHORITY</b> DI-MISC-80169		<b>5. CONTRACT REFERENCE</b> PWS para 4.0		<b>6. REQUIRING OFFICE</b> SPAWARSYSCEN SD 202702					
<b>7. DD250 REQ</b> LT	<b>9. DIST STATEMENT</b> Distribution Limited to DOD and DOD Contractors Onl		<b>10. FREQUENCY</b> ASREQ	<b>12. FIRST SUBMISSION</b> SEE BLK 16		<b>14. DISTRIBUTION</b>			
<b>8. APP CODE</b> N/A			<b>11. AS OF DATE</b> N/A	<b>13. SUBSEQUENT SUBMISSION</b> SEE BLK 16		<b>a. ADDRESSEE</b>	<b>b. COPIES</b>		
							<b>Final</b>		
<b>16. REMARKS</b> Blk 4: DID Para 10 does not apply in its entirety. Format and content is IAW PWS para 4.0.  Blks 10, 12 & 13: Provide for as scheduled by the government.  Blk 14: Provide to Alan Antczak, Code 202702 IAW PWS para. 4.7 *Provide electronically only a copy of the Letter of Transmittal to Code 2281: "cdrl@spawar.navy.mil"									
						M/F CODE 202702	0	0	1
						M/F CODE 2281*	0	1	0
						<b>15. Total ----&gt;</b>	0	1	1

<b>G. PREPARED BY</b> DAVID GROSS	<b>H. DATE</b> 03/24/2004	<b>I. APPROVED BY</b>  DAVID GROSS	<b>J. DATE</b> 04/01/2004
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ATTACHMENT 1  
DD-1423

THE CONTRACTOR SHALL APPLY THE FOLLOWING DISTRIBUTION STATEMENT TO  
EACH DELIVERABLE

**Do Not Distribute to DTIC or other data depositories**

Distribution Limited to DOD and DOD Contractors Only

Premature dissemination (date\* statement applied).

Other request shall be referred to:

**Commanding Officer**  
**SPACE AND NAVAL WARFARE SYSTEMS CENTER, SAN DIEGO**  
**Code 20271**  
**SAN DIEGO, CA 92152-5001**

\*Proper date to be determined by Program Manager and affixed by contractor

Marking on documents shall be applied as follows:

Written or Printed Material with Covers and/or Title pages:	Statement printed, typed or stamped on front cover and title page.
Documents without Covers/Title pages:	Statement typed, printed or stamped on first page.
Drawings:	Statement typed, printed or stamped near title block.
Magnetic tape, cassette, or disk:	Statement typed, printed or stamped on a label affixed to outside of media. Also, the First and Last Pages or resulting hard-copy report or computer printout must be marked with the same statement as appears on the label.
Microfilm:	Statement typed, printed, or stamped on outside of jacket or canister housing the material. Also, the First and Last Pages of resulting hard-copy and the First and Last frames must be marked with the statement. Microfiche headers must contain an abbreviated version of the statement.

# DATA ITEM DESCRIPTION

Form Approved  
OMB No. 0704-0188  
Exp. Date: Jun 30, 1986

<b>1. TITLE</b>  STILL PHOTO COVERAGE		<b>2. IDENTIFICATION NUMBER</b>  DI-MISC-80169	
<b>3. DESCRIPTION/PURPOSE</b> 3.1 Still photo coverage provides the Government with visual records to observe, analyze, and evaluate overall and specific elements of program development and progress. These records provide a pictorial medium for the exchange of technical  (Continued on page 2)			
<b>4. APPROVAL DATE (YYMMDD)</b> 860516	<b>5. OFFICE OF PRIMARY RESPONSIBILITY (OPR)</b> N/TD	<b>6a. DTIC REQUIRED</b>	<b>6b. GIDEP REQUIRED</b>
<b>7. APPLICATION/INTERRELATIONSHIP</b> 7.1 This data item description (DID) contains the format and content preparation instructions for still photographic prints and negatives required by 3.4 of DOD-T-29055 (TD).  7.2 This data item is designed for contracts involving RDT&E activity when events of interest to Government management are anticipated.  (Continued on page 2)			
<b>8. APPROVAL LIMITATION</b>	<b>9a. APPLICABLE FORMS</b>	<b>9b. AMSC NUMBER</b>  N3850	
<b>10. PREPARATION INSTRUCTIONS</b>  10.1 <u>Source document.</u> The applicable issue of the document cited herein, including its approval date and dates of any applicable amendments and revisions, shall be as reflected in the contract.  10.2 The items prepared will be 4x5-inch (10.2x12.7 centimeters (cm)) black and white and/or color original negatives with two matching proof prints. Contractors will include color photography suitable for high quality reproduction of program highlights only. Color photography will be exposed on 4x5-inch (10.2x12.7cm) film. When negative color material is used, the original color negative and one matching positive color transparency will be included. Contractors may furnish still photography in sizes other than described above only when approved by the procuring contracting officer.  10.3 <u>Identification.</u> Contractors will letter the following data in the widest clear margin of the negative or transparency on the acetate side starting from the left: Negative number, calendar year, contractor, security classification, and automatic time-phased downgrading notation.  10.3.1 No lettering will appear on the exposed picture area. If necessary, prepare and include a transparent title strip.  10.3.2 Assign negative numbers in sequence starting with number 1 at the beginning of each calendar year.  10.3.3 Place each black-and-white negative in a separate negative preserver. Color materials will be placed in separate protective transparent sleeves and placed inside separate negative preservers.			

3. DESCRIPTION/PURPOSE (Cont'd)

and scientific information between military, industrial, civilian, and other Government agencies. The coverage is essential for use in the Government internal information programs and as public information when appropriate. The pictorial records made of the outstanding events, training devices and achievements during the course of program development become permanent Government legal and historic records. The pictorial records may also be used in personnel orientation.

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7. APPLICATION/INTERRELATIONSHIP (Cont'd)

7.3 This DID is related to DI-MISC-80170.

7.4 This DID supersedes UDI-E-25559A.

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10. PREPARATION INSTRUCTIONS (Cont'd)

10.3.4 Mark negative preserver conspicuously with negative identification, security classification, automatic time-phased downgrading notation, and brief subject identification.

10.4 The views shall be in accordance with the type selected from 3.4 of DOD-T-29055 (TD), and cited on the DD Form 1423.

10.5 Identification markings of the prints and negatives shall be in accordance with 3.5.1 and 3.5.2 respectively of DOD-T- 29055(TD). Security markings shall be in accordance with 3.5.4 of DOD-T-29055(TD).