I. SUBJECT:

The [Federal Detention Center] at Philadelphia, PA intends to award one firm-fixed price contract for the provision of Jewish Services for the Jewish inmate community with the ability to work with federal offenders who are in the care and custody of the U.S. Attorney General. The work is to be performed in the Chaplaincy Services Area of [Federal Detention Center] at Philadelphia, PA. Sessions will ordinarily occur inside the Chapel. The [Federal Detention Center] at Philadelphia, PA is located at 700 Arch Street Philadelphia, PA (19106).

The Government contemplates a single award of an indefinite delivery/requirements type contract with firm-fixed unit prices resulting from this solicitation. The resulting contract will include a base year period from the effective date of award (EDOA) through 12 months from the EDOA with four (4) possible 12-month option years for renewal at the unilateral discretion of the Government. Quoters are advised that the Government has the unilateral right to exercise option periods in accordance with FAR 52.217-9, "Option to Extend the Term of the Contract."

Payment shall be based on the accomplishment of a result. Results will be determined by the Contracting Officer or Contracting Officer Representative and the evaluation process. The Contractor will not be subject to Government supervision and shall not have the appearance of an employer-employee relationship; however, the Government reserves the right to monitor the Contractor's performance to insure he/she is following the Statement of Work (SOW). Each quote should contain the quoter's best terms from a cost and price standpoint.

II. SCHEDULE:

A session is defined as one (1) hour in length. Travel to, between, and from institutions is not included in a session. Sessions will ordinarily be scheduled to occur within a three-hour block at institutional locations deemed best by the Contract Evaluator, following discussion with the Contractor. Weekend sessions require special consideration due to staffing availability, policy requirements that staff provide constant supervision of inmates, as well as intermittent supervision of volunteers and contractors, and scheduled institutional moves. Scheduled sessions are subject to change as the needs of the institution require

The Contractor will ordinarily not exceed [two] (2) sessions per month; the Government may, however, schedule additional monthly sessions in consultation with the Contractor, according to need. The Contractor will not exceed 30 hours of work per week.

It is anticipated that [24] sessions will be needed during the twelve-month period of the contract. The number of sessions is estimated only and can be increased or decreased with the mutual consent of the Contractor and the Government. Sessions will take place throughout the year from approximately October 1st through September 30th, at (Federal Detention Center) *Philadelphia* for a total of [24] sessions during the fiscal year.

Due to the nature of the correctional setting, delays in performance of work may be experienced. Such delays may include but are not limited to inclement weather, electrical or mechanical problems, or other security matters. When contract employees report to the institution but are unable to perform services due to such delays, the contractor will be paid for one session. Normally, any remaining sessions for that day will be suspended and the contractor will be free to leave, and the contractor will not be paid for the remaining unperformed sessions. However, if the institution requests that the contractor remain at the institution for eventual performance, the contractor shall be compensated for number of sessions they

remain on Federal Detention Center.

III. SUPPLIES:

All supplies that the contractor may routinely need will be supplied by the [Federal Detention Center] at Philadelphia, PA. If approved by the Contract Evaluator, the Contractor, at no additional expense to the Government, may provide supplies or equipment to facilitate in the required services. These must be approved by the Contract Evaluator prior to introduction to the Complex.

IV. SCOPE OF WORK:

The Contractor shall:

A. The contractor shall develop and conduct Jewish programs in the following general topics for the Jewish inmate population at the [Federal Detention Center], Philadelphia, PA:
Shabbat
Holy days
Minyan
Torah Reading
Study of Tanach, Jewish law, Mishnah, Talmud, and Jewish mysticism.

B. The contractor will provide worship services and guidance to the Jewish inmate population on special holidays (according to the tenants of the Jewish faith) or mutually agreed upon times between the Supervisory Chaplain and the contractor.

V. DELIVERABLES

Deliverables: The Contractor will hire credentialed Jewish Service Providers (JSP) to conduct and oversee the following activities relating to religious services for Incarcerated Individuals:

1. Identify providers for service provision for (Federal Detention Center) *Philadelphia*.
2. Negotiate and determine appropriate hours, scope of work, and pay for JSP.
3. Be responsible for ensuring that JSP have appropriate background checks and training as identified by the BOP and the ordaining Jewish authority.
4. Monitor and supervise approved JSP contracts.
5. Coordinate with JSP the scope and content of service delivery to Jewish Incarcerated Individuals.
6. The Contractor will coordinate religious service delivery with the appropriate Chaplaincy Services staff at (Federal Detention Center) *Philadelphia*.
7. The Contractor will conduct outreach to the Jewish communities throughout *(Philadelphia Region)* for volunteers, donations, and other services to Jewish Incarcerated Individual populations.
8. The Contractor will act as a liaison between the [Federal Detention Center] and the Jewish Incarcerated Individuals population where appropriate and in matters relevant to the service delivery of relevant religious services.
9. The Contractor will ensure that each JSP is an ordained Jewish Rabbi.
10. The Contractor will do all things necessary to provide religious services, perform all duties, and furnish such supplies, goods, personnel, and equipment necessary to provide Jewish Incarcerated Individuals services, including but not limited:
    a. Celebration of the holidays.
    b. Faith-based Studies.

c. One-on-One Pastoral Counseling.
d. Annual Retreats.

The Contractor will be responsible for the compensation of the JSP providing the religious services to the Jewish Incarcerated Individuals. The Contractor will comply with policies and procedures relating to religious services within (Federal Detention Center) *Philadelphia*.

The contractor will maintain documentation confirming adherence to applicable laws, ordinances, codes, and regulations, or shall document such non-applicability.

The Contractor will cooperate in providing the Contract Manager access to records, personnel, budget documents, as necessary, for monitoring the contract performance.

VI. EDUCATION REQUIREMENTS OR SPECIFIC EXPERIENCE OR GENERAL EXPERIENCE

The Contractor shall submit documentation demonstrating:

A. A degree from an accredited seminary or Rabbinical School and have received Smicha

B. A minimum of two years' experience as a practicing Jewish Rabbi.

VII. CREDENTIAL REQUIREMENTS

The Contractor shall submit documentation demonstrating:

A. Good standing in a Jewish religious organization.

B. Ordination as a Jewish Rabbi.

The purpose of the documents in Paragraphs V and VI above will serve as criteria whereby Contracting Staff can determine applicant qualifications to perform Jewish services. Failure to provide these documents could result in your offer being considered ineligible for award of this contract.

VIII. CONTRACT SECURITY

The proposed Contractor or personnel provided by Contractor that will be present inside an institution providing the services shall be required to undergo a urinalysis (for detection drug and marijuana usage) prior to the award of the contract and a complete background investigation shall be conducted in accordance with the BOP Program Statement 3000.03, "Human Resource Management Manual". If the test is positive, the proposed contractor shall be disqualified from being awarded the contract. The prospective contractors shall agree to the following prior to contract award.

1) NCIC (National Crime Information Center) Check
2) DOJ-99 (Name Check)
3) FD-258 (Fingerprint Check)
4) Law Enforcement Check
5) Vouchering of employers over past 5 years
6) SF 171 (Personal Qualifications Statement)

7) OPM-329-A (Authority to Release Information)
8) Submission of a Resume, including copies of any licenses or degrees.

IX. INSTITUTION SECURITY & INMATE MANAGEMENT

The Contractor shall attend a four-hour orientation program prior to assuming duties within the institution. The Contractor shall be reimbursed based on their pro-rated hourly rate for attending this training course. The Contractor agrees to adhere to all regulations prescribed by the institution for safety, custody, and conduct of inmates. Provision of services under this contract will require frequent and unsupervised contact with inmates. The Contractor will not supervise inmates nor be responsible for the management of inmates, yet will be expected to perform the following:

A. Ensure that inmates involved in activities within the contractor's scope of work are abiding by all rules in effect to ensure their safety and well-being.

B. Provide reports to ensure accurate accountability of inmates assigned to attend the services provided.

The Contractor shall inform the Contract Evaluator and / or local Chaplain of any inmate found in violation of institutional rules.

The Contractor shall, while within the institution, wear professional clothing or clothing representative of his religious order. The Contractor shall also conduct themselves in a manner consistent with their own field of expertise.

X. INSURANCE REQUIREMENT

FAR 52.228-5 Insurance of Work on a Government Installation

A. The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.

B. Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective--

(1) For such period as the laws of the State in which this contract is to be performed prescribe; or

(2) Until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

C. The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance and shall make copies available to the Contracting Officer upon request.

XI. PERFORMANCE STANDARDS AND PROCESS

Any contract award resulting from the issuance of this request for quote shall be considered as a contractual arrangement and will not be considered a personal appointment. All duties outlined in this Statement of Work shall be performed in accordance with standards and methods generally accepted within the Contractor's own field of expertise. Payment shall be based on the accomplishment of specific results, and the results to be obtained shall be entirely within the Contractor's own unsupervised determination. The Contractor will not be subject to Government supervision, but the Government reserves the right to inspect and evaluate all services provided during the performance under this contract. The Government may conduct surveillance of any service at any time during the performance of this contract. All surveillance

observations will be documented by the BOP Contract Evaluator. When an observation indicates defective performance, the Contracting Officer (CO), with the technical support of the Contract Evaluator will issue a Monitoring Report to the Contractor. The Contractor shall address any negative comments and propose corrective action to the Contracting Officer within ten (10) calendar days after receiving the report.

XII. NAME OF CONTRACT EVALUATOR

Brian Virgillo, Contract Specialist
FDC, Philadelphia

XIII. PLACE OF PERFORMANCE:

The services to be provided under this contract shall be accomplished at:
(Federal Detention Center) *Philadelphia*, PA (19106).

XIV. PERIODS OF PERFORMANCE:

This contract shall cover the base year 12 months from date signed.
Period Of Performance 1: 12 months
Period Of Performance 2: 12 months
Period Of Performance 3: 12 months
Period Of Performance 4: 12 months

XV. PAYMENT TERMS

Contractor must provide a means of electronic payment to include bank routing and account number.

In order to ensure proper preparation of their bi-weekly payment voucher, all hours worked must be documented by the contractor, showing the hours worked during each visit. Documentation will be provided on a “log of consultants Visit” form with each entry being signed by the Contractor.
The contractor shall provide a monthly billing statement to the Federal Detention Center Accounting Department which accurately reflects days worked number of sessions and the total amount due for the previous month’s service.

Payment terms as specified in FAR 52.212-4(g), the due date for making an invoice payment by the designated payment office shall be the 30th day after the designated billing office has received a proper invoice, or the government accepts the services performed by the contractor. The contractor can

however offer discount payment terms for prompt payments as specified in block 12 on the SF-1449 form of this solicitation. To be considered for payment, a session must be at least 40 minutes in length. Half sessions will not be authorized for payment.

If the resulting contract is made to an individual(s), the provision of these services has been determined to meet certain criteria for creating common law employee relationship. Therefore, the BOP is responsible for the payment of the FICA taxes (7.65%) and the withholding of the individual's taxes. These responsibilities apply only when award of this solicitation is made to an individual. It does not apply to companies or individuals who are incorporated. For evaluation purposes, an additional 7.65% will be added to the price submitted by individuals who are not incorporated.