

Posting Date: June 21, 2024

Closing Date: June 30, 2024 11:30 a.m. ET

Reference Number: 24-036329

To: NCI Bid Board

From: Viviane Rivera NCI CCR P-ARC viviane.rivera@nih.gov

Subject: NCI Bid Board Posting – Whole-exome library and RNASeq library preparation supplies and capture kits for sequencing of patient tumor samples

At the National Cancer Institute (NCI), The Surgery Branch (SB) is a combined laboratory and clinical research unit devoted to the development of innovative cancer immunotherapies and their translation to the treatment of patients with cancer. The Surgery Branch was responsible for the development of interleukin-2 (IL-2), the first effective immunotherapy in humans, the development of cell transfer immunotherapies for melanoma and other solid cancers, the first insertion of foreign genes into humans and the first development of effective human cancer immunotherapies based on the genetic engineering of autologous lymphocytes with genes encoding anti-tumor T cell receptors or chimeric antigen receptors.

The primary objective of this purchase is to continue using these reagents to continue working on sequencing project that is to be used for clinical purposes to aid in gearing treatment plans for patients on Surgery Branch clinical trials.

The National Cancer Institute plans to purchase Whole-exome library and RNASeq library preparation supplies and capture kits from Agilient Technologies, Inc Willmington DE to perform this work. This is not a request for competitive quotation. However, if any interested party believes it can meet the attached requirements, it may submit a statement of capabilities. The capability statement must be in writing and must contain information and material in sufficient detail to allow NCI to determine is the party can fully meet this requirement. The capability statement must be received in the contracting office by 11:30 AM on June 30, 2024, ET. A determination by the Government not to compete this requirement based upon responses to this notice is solely within the discretion of the Government. Information received will be considered solely for the purpose of determining whether to conduct a competitive procurement. No vendor contact can supply these specific kits.

Sole Source Justification:

The following market research has been and yielded the following outcome: 1- Illumina has a WES kit that is geared towards the HiSeq and MiSeq but unfortunately it is for library prep and capture of small quantities of gDNA. We need to have a kit that starts with a large amount of gDNA which the kit that we are purchasing from Agilent does. 2 and 3- I have not found any other company that does the type of work that we need done for a reasonable price and haven't found one that is owned by women or is a small business.

Attached Documents: SF18 Statement of Work FAR Clause 52.213-4 Simplified Acquisitions Terms and Conditions (JAN 2014) is applicable and available in full text upon request

REQUEST FOR QUOTATION				THIS RFQ] IS	X IS NOT A SMALL BU	SINESS SET-ASIDE			PAGE OF PAGES		
(THIS IS NOT AN ORDER) 1. REQUEST NUMBER 2. DATE ISSUED			3. REQUISITION/PURCHASE REQUEST NUMBER			4. CERT. FOR NAT. DEF.			RATING	1		
POTS 24-036329 06/21/2024			POTS 24-036329			UNDER BDSA REG. 2 AND/OR DMS REG. 1						
5a. ISSUED BY									BY (Date)			
			07/11/2024									
	5b. F0	,		7. DELIVERY								
NAME TELEPHI AREA CODE NUM						NE NUMBER BER	FOB DESTINATION X (See Schedule) 9. DESTINATION					
						-7125 a. NAME OF CONSIGNEE				ATION		
8. TO:						1120	Todd	Pric	kett 240-858	-3778		
a. NAME b. COMPANY Agilent Technologi							b. STR	EET A	DDRESS			
										-3864		
c. STREET ADI	^{DRESS} Iterville, Road						c. CITY					
						0005	Bethesda					
d. CITY Willming		e. STATE DE		f. ZIP CODE d. 19808-1610			STATE e. ZIP CODE MD 20892					
ISSUING O	JRNISH QUOTATION: FFICE IN BLOCK 5a (LOSE OF BUSINESS	ON OR (Date)	so indicate on costs incurred domestic origir Quotation mus	this form and retur in the preparation n unless otherwise at be completed by	n it to the s of the s indicat the quo		request or to con ations ar	does itract f nd/or c	not commit the Go or supplies or serv ertifications attach	vernment to p ice. Supplies a	ay any are of	
11. SCHEDULE (Include appli ITEM NUMBER SUPPLIES/SERVICES							QUANTITY UNIT UNIT PRICE AMOUNT				IOUNT	
(a)						(c)	(d)		(e)	7.00	(f)	
1	G9774D- Magi V8, ILM 96 Notice of Inten statement, plea technical capa at viviane.river See attached s This will be aw	t: If subm ase emai bility stat a@nih.go statemen	hitting a cap I only 1 cop ement to Vi ov t of need.	bability by of the iviane Rivera ced Contract.		b. 20 CALENDAR DAYS (%) c. 30	CALEI	NDAR DAYS (%)	d. CALEN	0.00	
12. DISCOUNT FOR PROMPT PAYMENT										NUMBER	PERCENTAGE	
								0.0	0			
NOTE: Addi	tional provisions	and repres	sentations	are	□ a	are not attached.						
13. NAME AND ADDRESS OF QUOTER a. NAME OF QUOTER						14. SIGNATURE OF PERSON AUTHORIZED TO SIGN QUOTATION				15. DATE OF QUOTATION		
b. STREET AD	DRESS							16	. SIGNER			
						a. NAME (Type or print)				b. TELEPHONE		
c. COUNTY										AREA CODE		
d. CITY e. STATE				f. ZIP CODE		c. TITLE (Type or print)				NUMBER		

1.0 TITLE

Sequencing of cancer patient samples using the Agilent Magnis automated DNA/RNA sequencing kits to determine the somatic mutation signature.

2.0 BACKGROUND

Agilent Technologies Magnis SureSelect XT-HS2 DNA and RNA kits and consumables will be used to generate next-generation sequencing (NGS) ready libraries from immunotherapy cancer patient's tumor samples to determine tumor somatic mutation burden. Our clinical trial(s) here at the NIH/NCI have been utilizing these kits for the past 4-5 years, so maintaining continuity within the protocol is key. Purchase is being made by the National Cancer Institute, and procurement is being made by Surgery Branch under the direction of Dr. Steven A. Rosenberg, MD/PhD, Branch Chief.

3.0 TYPE OF ORDER

This is a Firm Fixed-Price Purchase Order.

4.0 SPECIAL ORDER REQUIREMENTS

4.1 PRODUCT FEATURES/SALIENT CHARACTERISTICS

The following product features/characteristics are required for this requirement:

- Library prep kit generates either a WES library prep or RNASeq library that is sequencing ready within 8-9hrs compared to originally taking 3-4 days to process.
- These new kits, adapted from the original SureSelect XT HS kits now utilizes 10-200ng of starting material compared to 2ug of gDNA for the original kit.
- Library prep kit has the capacity to be sequenced on our in-house NextSeq 2000 or NovaSeq 6000 sequencers which results in an increased total exome coverage from 150X to 300X per sample (WES) and an increase in total reads from 50 million to 150-200 million per sample (RNASeq).
- These new kits are designed to allow for greater multiplexing of the NGS WES and/or RNASeq libraries using the paired dual indexes. The utility of these new kits allows us to sequence both the WES and RNASeq libraries on the same sequencing flow cell at the same time leading to increased efficiency and saving money.

4.2 DELIVERY / INSTALLATION

Delivery should be made to the following address:

NIH/NCI/SB 10 Center Drive Building 10 CRC, rm 3W3864 Bethesda, MD 20892

Item shall be delivered within 1-2 days of purchase order award.

4.3 TRAINING

N/A

5.0 PAYMENT

Payment shall be made <u>in one lump sum</u>. Payment authorization requires submission and approval of invoices to the COR and NIH OFM, in accordance with the payment provisions listed below:

The following clause is applicable to all Purchase Orders, Task or Delivery Orders, and Blanket Purchase Agreement (BPA) Calls: PROMPT PAYMENT (JUL 2013) FAR 52.232-25. Highlights of this clause and NIH implementation requirements follow:

I <u>INVOICE REQUIREMENTS</u>

- A. An invoice is the Contractor's bill or written request for payment under the contract for supplies delivered or services performed. A proper invoice is an "Original" which must include the items listed in subdivisions 1 through 12, below, in addition to the requirements of FAR 32.9. If the invoice does not comply with these requirements, the Contractor will be notified of the defect within 7 days after the date the designated billing office received the invoice (3 days for meat, meat food products, or fish, and 5 days for perishable agricultural commodities, dairy products, edible fats or oils) with a statement of the reasons why it is not a proper invoice. (See exceptions under II., below.) Untimely notification will be taken into account in the computation of any interest penalty owed the Contractor.
 - 1. Vendor/Contractor: Name, Address, Point of Contact for the invoice (Name, title, telephone number, e-mail and mailing address of point of contact).
 - 2. Remit-to address (Name and complete mailing address to send payment).
 - 3. Remittance name must match exactly with name on original order/contract. If the Remittance name differs from the Legal Business Name, then both names must appear on the invoice.
 - 4. Invoice date.
 - 5. Unique invoice #s for all invoices per vendor regardless of site.
 - 6. NBS document number formats must be included for awards created in the NBS: Contract Number; Purchase Order Number; Task or Delivery Order Number and Source Award Number (e.g., Indefinite Delivery Contract number; General Services Administration number); or, BPA Call Number and BPA Parent Award Number.
 - 7. Data Universal Numbering System (DUNS) or DUNS + 4 as registered in the Central Contractor Registration (CCR).
 - 8. Federal Taxpayer Identification Number (TIN). In those exceptional cases where a contractor does not have a DUNS number or TIN, a Vendor Identification Number

(VIN) must be referenced on the invoice. The VIN is the number that appears after the contractor's name on the face page of the award document.

- 9. Identify that payment is to be made using a three-way match.
- 10. Description of supplies/services that match the description on the award, by line billed.*
- 11. Freight or delivery charge must be billed as shown on the award. If it is included in the item price do not bill it separately. If identified in the award as a separate line item, it must be billed separately.
- 12. Quantity, Unit of Measure, Unit Price, Extended Price of supplies delivered or services performed, as applicable, and that match the line items specified in the award.*

* NOTE: If your invoice must differ from the line items on the award, please contact the Contracting Officer before submitting the invoice. A modification to the order or contract may be needed before the invoice can be submitted and paid.

- B. Shipping costs will be reimbursed only if authorized by the Contract/Purchase Order. If authorized, shipping costs must be itemized. Where shipping costs exceed \$100, the invoice must be supported by a bill of lading or a paid carrier's receipt.
- C. Mail an original and 1 copy of the itemized invoice to:

National Institutes of Health Office of Financial Management, Commercial Accounts 2115 East Jefferson Street, Room 4B-432, MSC 8500 Bethesda, MD 20892-8500

For inquiries regarding payment call: (301) 496-6088

In order to facilitate the prompt payment of invoices, it is recommended that the vendor submit a photocopy of the invoice to the "Consignee" designated for the acquisition in blocks 6A - 6E of the face page of the Order/Award document.

II. INVOICE PAYMENT

- A. Except as indicated in paragraph B., below, the due date for making invoice payments by the designated payment office shall be the later of the following two events:
 - 1. The 30th day after the designated billing office has received a proper invoice.
 - 2. The 30th day after Government acceptance of supplies delivered or services performed.
- B. The due date for making invoice payments for meat and meat food products, perishable agricultural commodities, dairy products, and edible fats or oils, shall be in accordance with the Prompt Payment Act, as amended.

III. INTEREST PENALTIES

- A. An interest penalty shall be paid automatically, if payment is not made by the due date and the conditions listed below are met, if applicable.
 - 1. A proper invoice was received by the designated billing office.
 - 2. A receiving report or other Government documentation authorizing payment was processed and there was no disagreement over quantity, quality, or contractor compliance with a term or condition.
 - 3. In the case of a final invoice for any balance of funds due the contractor for supplies delivered or services performed, the amount was not subject to further settlement actions between the Government and the Contractor.
- B. Determination of interest and penalties due will be made in accordance with the provisions of the Prompt Payment Act, as amended, the Contract Disputes Act, and regulations issued by the Office of Management and Budget.

IV. PROVIDING ACCELERATED PAYMENT TO SMALL BUSINESS SUBCONTRACTORS, FAR 52.232-40 (DEC 2013)

- a) Upon receipt of accelerated payments from the Government, the Contractor shall make accelerated payments to its small business subcontractors under this contract, to the maximum extent practicable and prior to when such payment is otherwise required under the applicable contract or subcontract, after receipt of a proper invoice and all other required documentation from the small business subcontractor.
- b) The acceleration of payments under this clause does not provide any new rights under the prompt Payment Act.

Include the substance of this clause, include this paragraph c, in all subcontracts with small business concerns, including subcontracts with small business concerns for the acquisition of commercial items.