Fundació Hospital Universitari Vall Hebron - Institut de Recerca (VHIR)

Record Nº: NEG 2023-007 ANALYSIS SERVICE (PROOF_H2020PHC2016/MONTANER)

DOCUMENT OF TECHNICAL SPECIFICATIONS
NOT HARMONIZED TRADE – UNPUBLISHED NEGOTIATED PROCEDURE

SERVICE FOR THE ANALYSIS Olink® Explore 3072 PROTEOMIC FOR THE NEUROVASCULAR RESEARCH GROUP OF THE FUNDACIÓ HOSPITAL UNIVERSITARI VALL HEBRON – INSTITUT DE RECERCA (VHIR)

"This project has received funding from the European Union's Horizon 2020 research and innovation programme under Grant Agreement No 733379"

Vall d'Hebron Recerca

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Clause 1. Aim.

The purpose of this contract is to provide the service **Olink® Explore 3072 PROTEOMIC** to the Neurovascular Research Group of the Fundació Hospital Universitari Vall Hebron – Institut de Recerca (VHIR), for performing a large array of proteins (>3.000) in blood samples of stroke patients included in a multicentric European academic clinical trial (PROOF) in order to check differences exerted by the intervention on some of the pathways explored by the protein array; the work package on "biomarkers" from this European grant (Horizon 2020) is coordinated by the Neurovascular Research Group of the Fundació Hospital Universitari Vall Hebron – Institut de Recerca (VHIR).

The service is required in order to get thousands of proteins measured at the same time in a very small of plasm/serum available in our biobank.
The selected technique should allow us to measure some of the biomarkers that we had already evaluated in the past in similar cohorts of patients to use that info for historical comparisons. If the signals of interest are repeated, the possibility that the identified proteins are relevant in our pathology is very high. The correlation between proteins identified by Olink with conventional ELISA techniques is very good, which will allow us to do later replications using ELISA techniques. Our experience with other arrays such as aptamer arrays does not show the same results in correlations with ELISA techniques, so aptamer arrays would not currently be a good option for our studies.

Olink Proteomics AB ("Company") is a Swedish company dedicated to innovation, quality, rigor, and transparency, providing outstanding products and services for human protein biomarker discovery. Company is the sole source vendor of both the Olink Signature Q100 instrument ("Instrument") and Company's Target and Focus protein panels. The core of Company's offering are its Target and Focus protein panels. These panels enable achievement of a high level of multiplexing while maintaining exceptional data quality, thanks to our proprietary Proximity Extension Assay (PEA) technology that simultaneously measures up to 96 proteins using less than 1µL of serum, plasma, or many 2 other types of biological samples. During PEA based analysis, each biomarker is targeted by a matched pair of antibodies, coupled to unique, partially complementary oligonucleotides, and measured by quantitative real-time PCR. This dual recognition, DNA-coupled method provides exceptional readout specificity, since unlike in many other immunoassay formats, any antibody cross-reactivity that may occur during the multiplexed assay is excluded from the detection process.

The Instrument is a dedicated benchtop system specifically designed and optimized for qPCR readout of Company's Target 96, Target 48, and Focus panels based on the PEA technology. An integrated Fluidic Circuit (IFC) controller for IFC priming and loading is embedded in the Instrument. Olink NPX Signature, the dedicated Instrument software, offers one unified software application to directly open and analyze run data files. The Instrument has integrated system controls and there is no need for an additional instrument control computer, which saves laboratory bench surface.

Company's PEA technology in the context of qPCR- based analysis is to a large extent based on its patents, as it is shown in the Letter of exclusivity and sole source provider status.

The division of the subcontract into lots is not considered advisable, since the award to a single bidder will facilitate the proper execution of the service from a technical and organizational point of view and organizational point of view. The division into lots would make the execution of the contract excessively difficult or onerous from a technical or organizational point of view technically difficult or onerous, or that the need to coordinate the different contractors for the various lots could seriously lots could seriously risk undermining the proper execution of the contract.

Throughout these specifications, the tasks included in the object of this contract are specifically described, as well as the scope of the proposed service.

Clause 2. Maximum budget.

The estimated value and maximum budget for this tender are the same.

The total maximum budget for this tender is **"ONE HUNDRED AND TWENTY-TWO THOUSAND FIVE HUNDRED AND FORTY EUROS" (€ 122.540,00)** VAT no included to which, if we add the amount of "TWENTY-FIVE THOUSAND SEVEN HUNDRED AND THIRTY-THREE EUROS AND FORTY CENTS" (€ 25.733,40) corresponding to VAT, we add a total of **"ONE HUNDRED AND FORTY-EIGHT THOUSAND TWO HUNDRED AND SEVENTY-THREE EUROS AND FORTY CENTS" (€ 148.273,40).**

The total maximum budget is broken-down as shown:

> The unit budget for each analisys is **"FIVE HUNDRED AND FIFTY-SEVEN EUROS" (€ 557,00) (*),** VAT excluded.
> The approximate units for analysis: **220**

(*) Price that the tenderer, will be able to improve in the ECONOMIC OFFER.

The estimated value for this tender is **"ONE HUNDRED AND TWENTY-TWO THOUSAND FIVE HUNDRED AND FORTY EUROS" (€ 122.540,00)** VAT no included to which, if we add the amount of "TWENTY-FIVE THOUSAND SEVEN HUNDRED AND THIRTY-THREE EUROS AND FORTY CENTS" (€ 25.733,40) corresponding to VAT, we add a total of **"ONE HUNDRED AND FORTY-EIGHT THOUSAND TWO HUNDRED AND SEVENTY-THREE EUROS AND FORTY CENTS" (€ 148.273,40).**

Concept	Price (VAT not included)
Maximum budget	122.540,00 euros
Possible modifications	0,00 euros
Possible extensions	0,00 euros
Total	**122.540,00 euros**

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Clause 3. Duration of the contract.

The duration of the service object of this tender will coincide with the validity of the aforementioned project, which is until **June 30 of 2023**, the completion date of the project's "*New therapies for chronic diseases. Program: Health, demographic change and well-being*" (PROOF_H2020PHC2016/MONTANER), without possibility of extension.

The start date of the contract will be the one stated during its formalization.

Nonetheless, these projects can be subjected to the request of a possible extension, the end date will be susceptible to being extended, at most to the one that is finally authorized.

Clause 4. Technical characteristics of the service.

In order to measure thousands of proteins in a very small volume of plasma/serum from our stroke patients we will be using Olink® Explore 3072, we will measure the entire Olink® protein library of ~3000 protein assays for exploratory proteomics and multiomics studies. The Explore 3072 library includes biomarkers that contribute the most to key research questions and cover as many biological pathways and functions as possible. Five main categories of proteins will be measured (Low-abundant inflammation proteins, Proteins actively secreted into blood circulation, Approved and ongoing drug target proteins, Organ-specific proteins that have leaked into blood circulation and Proteins representing more exploratory potential biomarkers).
This extensive array will be performed in all samples obtained by the European partners of the PROOF trial and in some controls with other stroke subtypes.

The Neurovascular Research Group will be supply to successful bidder each sample in temperature resistant, non-protein binding plastics (ex. 96-well PCR plate format). Samples will be randomized or in the order ready to be run.

Samples will be shipped once both Parties have signed the Work Order. Successful bidder will commence the analysis as soon as samples have arrived at the Analysis Service.

Samples will be shipped on dry ice, sufficient for shipment to Sweden. The personnel of Neurovascular Research Lab will be in charge of prepare and managing the shipment of the samples with its usual courier. Once the samples arrive at the OLINK facilities, these be examined with upon arrival and stored at -80°C.

Estimated delivery of work deliverables is within 4-8 weeks from samples arriving at the successful bidder. The Neurovascular Research Group will be invoiced upon completion of the work deliverables. Samples will be stored by the successful bidder for 5 months after completion of the analysis. Successful bidder will then contact the Neurovascular Research Group ~~customer~~ to check whether they plan to analyze additional panels, or if they wish successful bidder to discard the samples.

Clause 5. Location and Schedule of service provision

The proteomic analysis will be do it in OLINK installations.
Once the results have been reported if it is necessary a discussion of these, will be organized a meeting between both parts. in business hours from 9:00 to 18:00, Barcelona time.

Clause 6. Billing and payment

According to Law 25/2013, of December 27, 2013, on the promotion of electronic invoicing and the creation of the accounting registry of invoices in the Public Sector, in its Article 4, "*All suppliers who have delivered goods or provided services to the public administration may issue and send electronic invoices. In any case, they will be obliged to use the electronic invoice and to submit it through the corresponding general entry point...".*

The awarded company will invoice electronically the services actually performed. The DIR3 codes to be able to issue the invoice are the following:

DIR3	ACCOUNTING OFFICE	DIR3	MANAGING BODY	DIR3	PROCESSING UNIT
A09006467	Fundació Hospital Universitari Vall d'Hebron-Institut de Recerca (HUVH IR)	**A09006467**	Fundació Hospital Universitari Vall d'Hebron-Institut de Recerca (HUVH IR)	**A09006467**	Fundació Hospital Universitari Vall d'Hebron-Institut de Recerca (HUVH IR)

In the event that the issuance of the electronic invoice is not feasible for exceptional reasons, the contractor will invoice each service rendered through its corresponding invoice, which must be sent to the following e-mail address: factures@vhir.org

Billing will be issued monthly. In no case will the maximum amount be binding on the VHIR, but only the service actually provided will be paid based on the prices finally awarded.

Each annual invoice issued must detail the period to which it corresponds, the breakdown/description of expenses by concept and the internal account that should be charged, as well as indicate the references **"N 2023-007".**

The effective payment of the executed services will be made by bank transfer, with a maturity of 30 days / invoice date.

The contracting entity pays for the services once they have been carried out in part or in full and once the invoice has been entered in its register. According to this parameter, the advance payment of part or all of the contract price is not contemplated.

Under no circumstances will the contractor be entitled to a price review.

The VHIR tax data required to be included in the invoice are the following:

FUNDACIÓ HOSPITAL UNIVERSITARI VALL D'HEBRON - INSTITUT DE RECERCA
CIF: G-60594009
Passeig Vall d'Hebron, 119-129
08035 Barcelona

In case the invoice is not issued according to the criteria established in this document, VHIR reserves the right to pay the invoices until they do not indicate the correct data.

Once the contract ends, including any extensions that may be formalized, VHIR will only accept invoices issued after the end of the contract as long as the period of execution of the same is within the term of the bid.

Once the contract period has expired, VHIR will only pay invoices issued within two (2) months after the end of the contract, as indicated in the preceding paragraph.

Clause 7. Responsible for the contract.

The person in charge of the contract is Dr. Joan Montaner Villalonga, head of the Neurovascular Research Group of the Fundació Hospital Universitari Vall d'Hebron - Institut de Recerca and the principal responsible of the Project PROOF_H2020PHC2016/MONTANER who will be basically responsible, among others, for the functions of management and supervision of the contracted supply, conforming the invoicing issued by the service; monitoring, control and dictation of the instructions necessary for the proper execution of the contract; determine whether the service provided complies with the requirements established for its execution and compliance and receipt of the contract at the end, and comply with the obligations assumed by the Fundació Hospital Universitari Vall Hebron - Institut de Recerca (VHIR) in this contract.

Clause 8. Confidentiality, Protection of personal data, and Intellectual Property

Notwithstanding the provisions of current legislation on intellectual property, protection of personal data and confidentiality, the successful bidder will expressly commit itself not to provide the information and / or Data provided by the VHIR, or any use not provided for in this document, and / or expressly authorized by the Head of the assigned Unit.

The successful bidder will have to extend to the employees that adhere to the service, the obligations contained and assumed by the successful bidder, with reference to confidentiality, intellectual property and protection of Data, in particular those relating to the secret, the reservation and confidentiality of all the information that, under the service, may be aware of.

These will be understood as being exclusively granted in favor of the VHIR worldwide, for the maximum time established in applicable laws and / or international treaties that are applicable and for their exploitation through any format and / or modality of exploitation, all rights, including the exploitation of any discovery, invention, creation, work, procedure, idea, technique, drawing,

design, image or any other intellectual or industrial property right generated, raised or acquired as a consequence of the work carried out by the company awarded the contract that is derived from this tender procedure (hereinafter, "Intellectual and / or Industrial Property"), and which derive directly or indirectly from the relationship between VHIR and I The company awarded by the contract that is derived from this tender procedure.

The company that awards the contract that is derived from this tender procedure undertakes to inform the VHIR of any discovery, creation, invention, idea or any other element that constitutes or is likely to constitute a right of Industrial Property and / or Intel Legal and that develops partially or totally during the term of the contract that is derived from this tender procedure. In the event that the contracting company that derives from this tender procedure discovers or develops any creation of intellectual or industrial property, it will be understood that the discovery or development constitutes confidential information of the VHIR.

The company that awards the contract that is derived from this tender procedure undertakes to sign all those public and / or private documents that are necessary, at the discretion of the VHIR, to allow the accreditation of the ownership of the VHIR or the proper protection of the aforementioned rights of Intellectual Property and / or Industrial in favor of the same or of any third party designated by it.

The company that awards the contract that is derived from this tender procedure authorizes the VHIR for the transformation, modification, publication, public communication and exploitation by any means of the works that it develops as a result of the execution of the contract that is derived from it This tender procedure.

Clause 9. Allocation criteria.

The company must provide a financial offer. The contracts will be awarded according to criteria based on an approach that meets the best relationship cost-effectiveness, a circumstance that will be evaluated according to the following criteria:

9.1 Criteria that can be assessed through automatic formula……..(up to 100 points)

ECONOMIC OFFER……..……..……. (up to 100 points)

It will be valued automatically, in accordance with the following formula:

$$P_v = \left[1 - \left(\frac{O_v - O_m}{IL}\right) x \left(\frac{1}{VP}\right)\right] xP$$

P_v = Bid Score to Rate
P = Economic criteria points
O_m = Best Offer
O_v = Offer to be Valued
IL = Bid Amount
VP = Weighting Value = 1

If after having applied the automatic formula to a submitted offer, the resulting value is negative, zero (0) points will be assigned directly from the economic part.* P_v *= 0.***

No criteria evaluable by means of value judgment is appointed, since the requirements established in these Specifications must be complied with and, therefore, are required by the award of the contract to the invited bidder.

Clause 10. Negotiate items.

The negotiate items will be the following ones:

- Price of the service
- Reduce the delivery time of the result established in clause 4, from samples arriving at the successful bidder.

Barcelona, on the digital signature date

CONTRACTING ORGANISM
Mrs. Montserrat Giménez Prous.
Manager
Fundació Hospital Universitari Vall Hebron – Institut de Recerca (VHIR).