



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

Record N°: 2023-045 INNOVATION SOFTWARE MANAGEMENT

**DOCUMENT OF TECHNICAL SPECIFICATIONS
NOT HARMONIZED TRADE – OPEN PROCEDURE**

**CONTRACTING OF AN INNOVATION SOFTWARE MANAGEMENT FOR THE
INNOVATION UNIT OF THE FUNDACIÓ HOSPITAL UNIVERSITARI VALL HEBRON –
INSTITUT DE RECERCA (VHIR)**

Clause 1. Aim.

The purpose of this contract is to purchase a web-based software solution to support tracking and development of intellectual property and technology commercialization efforts to implement a R+D+I management system at the Innovation Unit in Fundació Hospital Universitari Vall Hebron – Institut de Recerca (VHIR).

At VHIR there has been implemented a new management platform for several units of the institution, but there is no estimation nor development of a personalized tool to manage the Innovation Unit's projects and transferred technologies into our participated companies. As the volume of projects and the number of participated companies is increasing, it is no more sustainable to maintain the follow-up without a system management for R+D+I activity.

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 not the same.

The total maximum budget for the first two years is **“FORTY-NINE THOUSAND EUROS” (€49.000,00)** (*) VAT no included to which, if we add the amount of **“TEN THOUSAND TWO HUNDRED NINETY CENTS” (€ 10.290,00)** corresponding to VAT, we add a total of **“FIFTY-NINE THOUSAND TWO HUNDRED NINETY EUROS” (€ 59.290,00)**.

Therefore the budget is broken down as follows:

Year 1: 17.000,00 € (VAT excluded) (*)

Year 2: 17.000,00 € (VAT excluded) (*)

Hourly bag: 15.000,00 € (VAT excluded)

Within the bag of hours a maintenance service is contemplated at an hourly rate of :

- Implementation services (data migration, or data audit activities): 140,00€ /hour(*)
- For integrations: 180,00€ /hour(*)

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

The offer prices were compared with managing softwares and apps specialized in innovation management, project management and customer relationship management available at the market. Comparing the different services offered and the needs Innovation Unit has, the estimated budget was defined.

The estimated value for this tender is **“ONE HUNDRED AND SEVEN THOUSAND EIGHT HUNDRED EUROS” (€ 107.800,00)**, to which, if we add the amount of **“TWENTY-TWO THOUSAND SIX HUNDRED AND THIRTY-EIGHT EUROS” (€ 22.638,00)** corresponding to

VAT, adds up to a total of **“ONE HUNDRED AND THIRTY THOUSAND FOUR HUNDRED AND THIRTY-EIGHT EUROS” (€ 130.438,00).**

Concept	Price (VAT not included)
Maximum budget	49.000,00 euros
Possible modifications	9.800,00 euros
Possible extensions year 3	24.500,00 euros
Possible extensions year 4	24.500,00 euros
Total	107.800,00 euros

Amount set for changes:

The article 204 of L9/2017 establishes the possibility of modifying the contract upwards, and up to 20% of the maximum total tender budget. Amount that will be reimbursed to the company in the same way and under the same conditions that are regulated in these specifications, upon presentation by the successful bidder of the invoice.

In the event that undetected needs or new requirements not identified at the current time arise and are necessary for the correct use of the service, or in the event that the company offers new functionalities for the platform that could add value to our management.

This amount can be used to unexpected activities such as new integrations, platform customizations or business intelligence reports.

*** The service must comply with all legal requirements at the time of contracting, and throughout the term of the contract.

Clause 3. Duration of the contract.

The provision of this purchase will have an initial duration of **two (2) year**, with the possibility of extension for **two (2) years**, year by year.

The initiation of the contract shall be on the day following the date of formalization of the contract.

Clause 4. Technical characteristics of the software.

The basic requirements of the software are described below.

1) Software as a Service and web-base management system

- 24/7 Client support in Europe
- Software servers allocated in Europe
- Implantation period must take maximum 6 months

- Direct integrations with USPTO and EPO
- Authentication systems for users
- Personalized integration processes with external systems
- Data migration and initial customization activities included
- Possibility to develop specific features for VHIR

2) Invention Evaluation Module

- Researchers can disclose creative works and inventions online through online forms
- Platform enables to evaluate, store, edit, and review the forms
- Includes complete Invention Tracking System

3) CRM Module

- Store Contacts and Organizations directly in the Platform and associate each input with Inventions, Agreements, Intellectual Property, and other records
- Contact management with marketing functionalities for promoting portfolio, seek partners, project collaborators, and licensees for developed technologies
- Track and proactively manage interactions, plan events, create to-do lists, and set-up invitation lists

4) Intellectual Property Module

- Multiple patents within a single family can be associated with one invention
- Auto docketing of critical patent due dates
- Office Action tracking and docketing
- Automated email reminders to ensure compliance with Annual Service Fees, office actions, patent filing requirements, etc.
- External Attorney information can be stored throughout the system and outside counsel can be given access to their assigned cases
- Includes complete Patent Expense Tracking System

5) Project Module

- Platform enables users to create project records for management of project-level initiatives and the records can be linked to other objects in the system
- Projects are integrated with the base system to contain alerts, notes, process steps, and attached electronic files along with being reportable and track Milestones
- Includes an On-line submission mode for researcher to request specific documentation

6) Ventures module

- Complete module to manage entrepreneurship: spin-off and startup funding, company performance, economical follow-up, track for boards of directors, roadmaps forecast, company valorization, marketplace database, etc.
- Platform enables to receive online applications, evaluate proposals, business plans, track funding and investments

7) Invoice Management Module

- Platform provides functionality complete invoice management to send individual bill line items to various parties
- Possibility to review, approve, or decline any charges, expenses, bills or payments.

8) Agreement Tracking Module

- Platform has to store data on agreements with external companies and individuals
- Agreements may be associated with one or more inventions as well as standalone
- Platform includes complete management of Payment Terms, Reimbursed Expenses, Invoices, and Payments received
- Platform enables to define and track non-financial obligations and reporting requirements associated with an agreement or project

9) Document Forms Tool

- Users can create templates for documents to be automatically generated and printed by extracting information from records in the system (inventions, patents, and agreements) as Word or .PDF document types
- Letter Forms can be used as a mass-mailing tool by generating unique letters for each person in a group

10) Workflow Process, Approval Routing, and Notes

- Platform contains configurable workflows for inventions, patent prosecution, and agreements to define internal processes and track progress.
- Platform enables users to create notes on records to store specific comments or exceptions

11) Reporting Tools

- Platform enables complete search and data retrieval for inventions, patents, agreements, notes, documents, contacts, organizations, receivable, payments, and any other data stored within the system
- Graphical reporting tools for inventions, patents, and agreements come standard within the system
- Results from either searches or report creation can be stored and exported as an Excel spreadsheet for later use
- Reports can be saved as well as emailed to given users on a scheduled basis

12) Email and Email Filings

- Emails addresses are stored and can be triggered based on website preferences to launch your email client for sending messages
- Users can send emails with invention forms, patents, and agreements by the inclusion of identifier information in the email header.
- Emails can be sent from the system to specific people via rule-based, automated alerts and manually configured date-based triggers.

13) File and Document Management

- Platform enables users to upload and store electronic files within the database to one or more records.
- Files are text-indexed and completely searchable
- Files can be stored in folders and sub-folders

Clause 5. General mandatory criteria

- The bidder must undertake to provide updated versions of the solution.
- The bidder must undertake to provide technical support for incidents if necessary.
- The supplier shall deliver a user's manual, instruction document or protocol for the use of the awarded software in Spanish or English language.
- It is necessary to undertake various processes related to data migration:
 - Data Evaluation: process of review and evaluation of the existing electronic data.
 - Data Cleaning: a combination of existing software developed and manual data cleaning processes to complete missing or incorrect data previously
 - Data Upload: Once data has been audit and cleaned it is upload to the platform
- Field Customization to comply with Innovation Unit needs identified in the data
- Training: after system installation, the bidder has to train VHIR's users for the platform performance minimum with two full days of roll-out training on site and/or training session of 1,5 hours by topic.
- Personalized integration processes with external systems

Service Level Agreements (SLA)

Issues and petitions management will be carried out through the channels established by the computer unit staff. All requests must be reported, and the Head of Computer will prioritize and mark criticism (critical or mild). In this regard, the bidder will have to resolve, within the deadlines indicated in the following table:

HIGH-PRIORITY INCIDENTS		MEDIUM-PRIORITY INCIDENTS		LOW-PRIORITY INCIDENTS		REQUESTS
First Time Response (FTR)	Time to Resolve (TTR)	First Time Response (FTR)	Time To Resolve (TTR)	First Time Response (FTR)	Time To Resolve (TTR)	First Time Response (FTR)
2 hours	24 hours	24 hours	72 hours	48 hours	5 days	3 days

- **High-priority incidents:** are issues that will affect large amounts of end users and prevent a system from functioning properly.
- **Medium-priority incidents:** are issues that affect end users, but the disruption is either slight or brief.
- **Low-priority incidents:** do not interrupt end users, they typically can complete work despite the issue.

Clause 6. Location and Schedule

The execution of the contract is online.

The schedule to provide technical support for incidents is from 08h – 17h (GMT +1).

Clause 7. 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

The invoice will be issued annually. In no case will the maximum amount be binding on the VHIR, but only the supply and 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 "**LICI 2023-045**".

The effective payment of the executed services will be performed by bank transfer, due 30 days / invoice date.

The contracting institution will make the payment of the supplies once they have been fully performed and once the invoice has been entered into its registry. In accordance with this paragraph, advance payment of part or all of the contract price is not contemplated.

In no case, the contractor will have the right to the revision of prices pertaining to any concept.

Therefore, the contracting entity will make the payment of the invoices using the currency conversion according to the common practices that the entity carries out in this type of case, so said payment will be made at the time of payment of the invoice.

The VHIR's fiscal data that must 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 the event that the invoice is not issued in accordance with the criteria established and referenced at the beginning of this clause, payment will not be made and the invoice will be withheld until the requested data is correctly indicated.

Once the contract ends, including any extensions that may be executed, 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 tender.

In the event that the invoice is issued after the end of the contract and in accordance with the above paragraph, VHIR will only pay invoices issued within two (2) months after the end of the contract.

The VHIR will only pay the successful bidder for the services actually provided, without, in any case, the VHIR being obliged to exhaust the estimated value of the contract/bid budget.

Clause 8. Responsible for the contract.

The person in charge of the contract is Miguel Angel Claver Rino Director of the Department of Digital transformation of the Fundació Hospital Universitari Vall d'Hebron - Institut de Recerca, 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 9. 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 10. 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:

10.1 Criteria that can be assessed through automatic formula.....(up to 70 points)

10.1.1 ECONOMIC OFFER..... (up to 30 points)

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

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

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. $P_v = 0$.*

10.1.2 AUTOMATIC EVALUATION CRITERIA.....(up to 40 points)

The bidders will provide a responsible statement regarding the evaluation criteria of this section and the documentation that proves it.

- ISO27001 Certification or equivalent: 5 points
- Service Level Assessment (SLA) Times: 35 points
 - High priority incidents solved in less than 24 hours: 13 points
 - Medium priority incidents solved in less than 72 hours: 10 points
 - Low priority incidents solved in less than 5 days: 7 points
 - Requests answer in less than 3 days: 5 points

HIGH-PRIORITY INCIDENTS		MEDIUM-PRIORITY INCIDENTS		LOW-PRIORITY INCIDENTS		REQUESTS	
Time to Resolve (TTR)	Offered Time to Resolve (TTR)	Time To Resolve (TTR)	Offered Time to Resolve (TTR)	Time To Resolve (TTR)	Offered Time to Resolve (TTR)	First Time Response (FTR)	Offered First Time Response (FTR)
24 hours		72 hours		5 days		3 days	

10.2 Criteria evaluated by means of value judgment.....(up to 30 points)

The criteria indicated below will be evaluated by means of value judgments and will be applied to the contents of Envelope No. 2. will be applied to the contents of envelope nº 2:

The technical proposal will be evaluated in relation to the criteria subject to value judgments, according to the numerical values established for each criterion and sub-criteria in the Tender Document. the numerical values established for each criterion and sub-criterion in the Specific Administrative Clauses of Particular Administrative Clauses and in the Technical Specifications, and the different proposals will be the different proposals evaluated shall then be ordered in decreasing order, and the following formula shall be applied to obtain the following formula to obtain the following formula to obtain the following formula the following formula shall be applied to obtain the score,

$$P_{op} = P \times \frac{VT_{op}}{VT_{mv}}$$

P_{op} = Score of the offer to be scored.

P = Score of the criterion

VT_{op} = Technical Evaluation of the Bid to be Scored.

VT_{mv} = Technical Evaluation of the Highest Scored Bid.

10.2.1 Qualitative and technical features of the service.....(up to 30 points)

- **Work methodology: 15 points:** It is needed to present a proposal that explains the appropriate service methodology to ensure efficiency and the scope of VHIR's technical specifications and needs. This proposal shall include a detailed list of the resources that make this service available the most appropriate and suitable for VHIR.
- **Service organization: 15 points:** A report must be presented on service provision with the following examples:
 - Control and monitoring plan or procedures guidelines for any situation
 - Work organization program and service quality plan
 - Personnel action protocols in different situations that may arise during the development of their functions
 - Response protocols to reinforce (1) the workforce in case of substitutions due to absence, (2) vacation periods or (3) in the event of extraordinary and unforeseen situations.

In order to apply the formula established in Directive 1/2020 on the Application of Formulas for the Evaluation and Scoring of Economic and Technical Proposals, the threshold for each criterion and sub-criterion proposed to be evaluated and subsequently scored is as follows:

- Work methodology: 15 points
- Service organization: 15 points

Therefore, there are two possible options with respect to the function of this threshold depending on whether none of the bids exceeds it (option 1) or at least one of the technical bids exceeds it (option 2).

Option 1 - If no evaluation of the bids exceeds the minimum threshold value, all bids score the value obtained in the evaluation phase and none are excluded from the bidding process.

Option 2- If any evaluation of the bids exceeds the threshold, all bids are evaluated and no company is excluded from the scoring phase, nor from the bidding process.

In the event that only one bidding company is submitted to the tendering procedure, the formula presented in the technical aspects will not be applicable for this one, the results obtained after the subjective evaluation by the person in charge will be sufficient.

IMPORTANT NOTE: A minimum total score of **16 points** in the technical evaluation, after application of the formula if applicable, is required for the bidder to continue in the selective process. Failure to obtain at least 16 points in the technical bid will result in exclusion from the bidding process.

Barcelona, on the digital signature date

CONTRACTING ORGANISM

Dra. Begoña Benito Villabriga

Director

Fundació Hospital Universitari Vall Hebron – Institut de Recerca (VHIR).