# HONG KONG EDUCATION CITY LIMITED

## Invitation to Tender

## Tender Reference: TD26-001

## **Provision of Data Center Unified Storage, Backup, and Archive System and Related Design, Implementation, Migration and Maintenance Services**

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### **\<DOCUMENT 5\>**
### **SPECIFICATION**

## 1   Objectives

1.1 EdCity aims to procure an all-flash storage system, along with a disk-based backup solution capable of supporting data replication to a secondary location. The new system will replace the existing NetApp FAS8200 and Commvault software running on a Lenovo ThinkSystem SR650. Quotations are invited for the supply of a new storage solution, including backup, off-site replication, archiving, product maintenance, and migration services.

## 2   Details of Product Requirement and Scope of Service

2.1 The service provider is required to supply a Storage, Off-Site Backup, and Archive System in a high-availability configuration to EdCity, provide FIVE years of product maintenance, and deliver migration services from the existing NetApp storage, as stipulated in \<DOCUMENT 9\> Technical Proposal. Each requirement item in \<DOCUMENT 9\> Technical Proposal shall be fulfilled accordingly. The NetApp storage disk usage and performance can be found in Appendix A.

2.2 The service provider may offer a trade-in of the following equipment. The trade-in amount will be applied as a credit toward the total system price. The service provider is also required to provide a written statement certifying that all disks, including twelve 960 GB SSDs and thirty-six 8 TB NL-SAS drives, have been sanitized in accordance with the overwriting procedure specified in DoD 5220.22-M or the DoD's "Unclassified Computer Hard Drive Disposition" guidelines, within two weeks of receiving the trade-in items.
- 1 x NetApp FAS8200 (S/N: 451929000040, 451929000039)
- 1 x NetApp DS224C (S/N: SHFFG1927000194) with twelve 960 GB SSDs
- 3 x NetApp DS212C (S/N: SHJSG1929000013, SHJSG1929000003, SHJSG1927000059) with total thirty-six 8 TB NL-SAS drives

## 3   Key Criteria for the Selection Process

3.1 Price (40%)
3.2 Technicality (60%), including but not limited to:
 a)  Architectural design of the storage and backup system
 b)  Product features, implementation plan and data migration methodology
 c)  Tender presentation
 d)  Company profile

e) References on deploying a similar storage and backup system and data migration for critical applications

EdCity reserves the right not to consider any proposal that is incomplete or contains inaccurate information. EdCity also reserves the right not to accept any alternative solution proposed in lieu of full compliance with the requirements.

## 4 Intellectual Property Rights

4.1 If needed, the configuration of existing NetApp will be provided. EdCity retains all rights, title, and interest in and to any existing configuration, including but not limited to any related documentation, data, and software (hereinafter referred to as "Existing Configuration")

4.2 The service provider acknowledges that the Existing Configuration is the exclusive property of EdCity and agrees not to claim any ownership rights over it

4.3 EdCity grants the service provider a non-exclusive and non-transferable to use the Existing Configuration solely for the purpose of performing the migration services as outlined in this contract

4.4 The service provider shall not use the Existing Configuration for any purpose other than the migration services without the prior written consent of EdCity

4.5 The service provider agrees to maintain the confidentiality of the Existing Configuration and any other proprietary information disclosed by EdCity

4.6 The service provider shall not disclose, distribute, or otherwise make available the Existing Configuration to any third party without the prior written consent of EdCity

4.7 Upon completion of the migration services or termination of this contract, the service provider shall return or destroy all copies of the Existing Configuration in its possession, as directed by EdCity

4.8 The service provider shall provide a written certification of the return or destruction of the Existing Configuration within two weeks of the completion of the migration services or termination of this contract

4.9 The service provider shall indemnify, defend, and hold harmless EdCity from and against any and all claims, damages, liabilities, costs, and expenses arising out of or in connection with any breach of the intellectual property rights provisions of this contract

4.10 This indemnification obligation shall survive the termination or expiration of this contract

## 5 Tender Presentation

5.1 Within two days of the tender closing date, the service provider is required to present a pitch for their proposed solution.

## 6 Performance Assurance

6.1 The service provider shall ensure the System functions fully and continuously in accordance with all specifications and SLAs for at least three (3) months from the date of Successful Deployment (as defined by passing all acceptance tests and formal written acceptance by the EdCity); in the event of any material failure during this period, the service provider shall, at EdCity's option, either (i) fully replace the entire System (including hardware, software, licences, installation, data migration, testing, and commissioning) at its own expense (ii) provide a full refund of the purchase price plus the liquidated damages for re-procurement.