



**Celina ISD**

**E-RATE CATEGORY 2 PRODUCTS & SERVICES**

**E-Rate 2022**

**Resilient SPIN # 143031788**

**RFP: 220023419**

Prepared by:  
Resilient Intelligent Networks, L.L.C.  
Denton, Texas

March 10, 2022



Dear Celina ISD Leadership,

Resilient Intelligent Networks appreciates the opportunity to respond to your Wired and Wireless Networking needs. Resilient Intelligent Networks is an advanced network/wireless integrator and an Aruba Networking Gold partner. Resilient is the top provider in the Texas K-12 market with hundreds of successful E-Rate implementations.

This includes:

- Network Design assistance
- High knowledge level of Aruba products and solutions
- Advanced networking services (Switch/Router install/config. Etc...)
- Advanced wireless services (Access Point/Cloud Control install/config. Etc...)

With our knowledge of Aruba Wired, Wireless, and advanced networking, we have developed excellent relationships with many schools and universities and plan to continue our focus within the education community. Resilient Intelligent Networks and Aruba Networking products provide the best possible network solution for schools.

Resilient is committed to providing Celina ISD with the highest level of support available and developing a solid business relationship into the future.

Sincerely,

A handwritten signature in blue ink, appearing to read "Brian M. H.", with a long horizontal line extending to the right.

Resilient Intelligent Networks, L.L.C.  
2925 Country Club Rd. Suite 103  
Denton, TX 76210

### Resilient Intelligent Networks Background

Resilient Intelligent Networks began in 2006 and is an advanced network integrator based in Texas with a presence in Dallas/Fort Worth, Houston, and Austin. We support organizations both domestically and globally with advanced networking and wireless solutions. Resilient has had much success implementing advanced network solutions for hundreds of K12 and University organizations within Texas. Our founders came from leading networking vendors like Foundry Networks, Hewlett Packard, etc. We have obtained elite partner status with our strategic manufacturer partners based upon several strict criteria, including the number of training and certifications held, revenue and volume of sales, and our ability to support domestic and global customers.

Resilient Services include:

- Network Design assistance
- High knowledge level of our focused products and solutions
- Advanced networking services (Switch/Router, wireless install/configuration, etc.)
- Full-Service Cabling Division.
- Network Security
- WAN Optimization



What makes Resilient different is that our only focus is networking. We have experience since the early '90s with networking technologies starting with Arcnet, Token Ring, ATM, Ethernet, Gigabit Ethernet, 10 Gig, and higher. Not only do we have experience with standard networking technologies, but we also focus on building knowledge with leading-edge technology like SDN (Software Defined Networking), high-speed bandwidth solutions, SD Wan technologies, and many more.

Organizations benefit from our experience as we can help with advanced troubleshooting, cabling requirements, software revision planning, rollout, and support case management.

Resilient Intelligent Networks is a Gold partner for Aruba Networks (an HPE Company).

Resilient has a dynamic staff of technical resources to successfully implement solutions for our customers and holds many certifications like Aruba: ASE, MASE, ASC, ASP, ACMP, ACDX, Clear Pass. Fortinet NSE 1 through NSE 6.

Resilient is proud to have successfully implemented networking solutions for many K12 organizations throughout the state of Texas like Bland ISD, Lake Dallas ISD, Little Elm ISD, Celina ISD, Paris ISD, Pleasant Grove ISD, Canton ISD, Wills Point ISD, Bonham ISD, Tomball ISD, Quinlan ISD and many more.

## Customer References

### References and Client Projects

Resilient has sold and implemented hundreds of advanced networks. We take pride in maintaining long-term relationships with our clients. After initial projects, we continue to have repeat business from many clients, including:

- A+ Academies
- Bland ISD
- Canton ISD
- Celina ISD
- Everman ISD
- Hemphill ISD
- Highland Park ISD
- Milano ISD
- North Hopkins ISD
- Paris ISD
- Pleasant Grove ISD
- Prairiland ISD
- Region 10 Service Center
- Royse City ISD
- Sheldon ISD
- S&S CISD
- Tomball ISD
- Wills Point ISD

(More can be provided upon request)

**Internal Connections Notes:**

Resilient is responding to the RFQ for Wired and Wireless Network components (220023419) within the Internal Connections section of the RFP. See attached Quotes/BOMs for the 470 220023419 See attached Network Design drawings.

- **Wired Networking:** Resilient is providing Enterprise Class CX 6300M and 6200F series switching products from Aruba Networks.
- **Wireless Networking:** Resilient is providing AP515, AP535, and AP575 AX Series Access Points from Aruba Networks.
- **Aruba Central:** Resilient is providing products and expertise to transition Celina ISD from their existing Controller environment to Aruba Central.
- **Install services:** Resilient is providing installation and professional services, including installation, configuration; engineering; testing; documentation, and knowledge transfer.

**Project Objectives for Services**

The goal of this document is to provide our solution for Celina ISD's Wired and Wireless E-Rate New Middle School, Celina High School, Lykins Elementary School, Celina ISD Administration, and O'Dell Elementary Project. We look forward to a successful implementation and a long relationship with Celina ISD.

We understand the value of our clients and promise to respect that relationship by providing project plans that are on schedule, within budget, and scope.

The project objectives for our solution include:

- Wireless Hardware Installation and Implementation
- Comprehensive Project Documentation

**Deliverables**

Resilient will schedule a closeout meeting with Celina ISD to review project objectives and present project documentation, which will include:

- **LAN/Wireless network documentation showing hardware installed and configured per campus.**
- **Updated wireless design per campus and district with locations and label identifiers**
- **Pictures of network closets and hardware installation**
- **LAN/WLAN Configuration and physical design**

- LAN/WLAN device knowledge transfer

### Assumptions

Resilient asks Celina ISD to be aware of the following assumptions and ensure client responsibilities are addressed prior to project commencement:

#### **General Assumptions:**

- Provider is not responsible for network issues caused by deficient manufacturing hardware or software.
- Warranty responsibilities will be carried out by the Manufacturer of equipment purchased for the project.
- Additional assumptions could be defined as a detailed Scope of Process (SOP) if developed and agreed upon.
- Resilient is responsible for only those services that pertain to devices listed on the bill of material/RFP.
- Resilient recognizes that some items might be ineligible per E-Rate rules. Resilient has invested much time researching E-Rate eligibility rules and will highlight items that might be ineligible based on use or purpose. However, it is Celina ISD's responsibility to determine eligibility.

#### **Implementation Assumptions:**

- Network transitions and cutovers will occur during Celina ISD defined maintenance window(s)
- All racks, patch cables, cable, and cable management will be pre-existing and operational prior to the start of the project.
- All fiber (if applicable) will be certified for required speed and distance prior to the start of physical implementation.
- Resilient is not responsible for cabling plant issues that occur due to failure of the existing cable plant.
- Current racks will handle all equipment installed for Celina ISD.
- Resilient is not responsible for providing a scissor lift to support cabling or access point installation. If a lift is required, Celina ISD will incur additional costs.

### Conditions

**Intent:** In addition, Resilient Intelligent Networks requires that the following assumptions be accurate before any installation activities can commence.

- Resilient Intelligent Networks shall work with Celina ISD to provide Resilient's personnel with access to a work area appropriate for completing on-site project activities. For the duration of the time period allotted for the project, personnel shall be permitted on site to execute project-related tasks.

- The network must be stable and functioning with no major reconfigurations scheduled during the implementation period.
- Resilient Intelligent Networks, LLC will take every effort and precaution when dealing with Celina ISD's data. Celina ISD is responsible for having complete backups of all systems that involve the above project.
- Resilient Intelligent Networks will not be responsible for loss of data, damages resulting in loss of data, loss of revenue resulting from the loss of data, or any costs associated with the recovery of such data.
- Resilient Intelligent Networks reserves the right to suspend/delay the project until Celina ISD has met all requirements.
- Payment to Resilient Intelligent Networks of any invoices for work completed shall not be affected by Resilient Intelligent Networks, LLC's decision to delay or suspend a project due to Celina ISD's failure to meet required conditions.
- Normal network downtime will be discussed and agreed upon by Celina ISD and Resilient Intelligent Networks. Abnormal network conditions can occur during infrastructure projects, and Resilient Intelligent Networks will not be held responsible for any damages resulting from an unscheduled network downtime to correct the abnormality.

### Acceptance of Proposal

This Service Agreement (the "Agreement"), effective as of 3/10/2022, is made and entered into by and between Resilient Intelligent Networks, L.L.C., with its principal place of business located at 2925 Country Club Rd, Denton, Texas 76210, and Celina ISD. In the event of a conflict in the provisions of any attachments hereto and the conditions set forth in this Agreement, the provisions of this Agreement shall govern.

**Special Note: This project is contingent on E-Rate funding, and this contract does not imply that Celina ISD will complete/execute this RFP without E-Rate Funding.**

**Note: if products change, there might be a need to amend part numbers in future years**

#### 1. Services

Resilient Intelligent Networks, L.L.C. agrees to provide services, as requested, by Celina ISD via purchase order or signed off statement of work. All services provided by Resilient Intelligent Networks, LLC for the Celina ISD as an "Independent Contractor" and billed to Celina ISD on a "project/PO" basis. Specific job functions to be performed by Resilient Intelligent Networks personnel shall be described in written attachments to this agreement. Celina ISD agrees that Resilient Intelligent Networks shall have ready access to Celina ISD staff and resources as necessary to perform the Services provided for by this agreement.



## 2. Title of Work

Title, rights to and interest in all Services, equipment, materials, supplies, and structures procured by Resilient Intelligent Networks from third parties or supplied by Resilient Intelligent Networks and incorporated, or intended at the time of procurement or supply to be incorporated into work product of Resilient Intelligent Networks (excluding Resilient Intelligent Networks tools, equipment, and rented items) shall remain entirely and exclusively with Resilient Intelligent Networks or such third party until Celina ISD has met all of its obligations under this agreement. When Celina ISD has fulfilled all such obligations, including but not limited to the payment of all Resilient Intelligent Networks invoices, all title, rights, interest, and intellectual property rights to deliverable software shall pass to Celina ISD unless otherwise agreed to in writing by the Parties.

## 3. Rate of Payment for Services (E-Rate)

Celina ISD agrees to pay Resilient Intelligent Networks at the rate stated in each attachment to this agreement. **Please note: Resilient understands that this project is based upon E-Rate funding under the 2022 E-Rate Season.** If approved and Funded, CELINA ISD will pay their (school portion) of the e-rate program. Celina ISD also has an option to purchase and pay for the entire and get reimbursement directly through the E-Rate BEAR process. If interested, please let us know for additional detail.

## 4. Invoicing

Celina ISD agrees to pay the amounts invoiced by Resilient Intelligent Networks per e-rate funded amounts. Any additional amounts outside of E-Rate will be invoiced accordingly. Celina ISD will be invoiced (upon product delivery and services completion) and agrees to remit payment of invoice amount within thirty (30) days unless otherwise agreed to and outlined in the attachment. If Celina ISD becomes delinquent in paying for Services rendered to Celina ISD by Resilient Intelligent Networks, Resilient Intelligent Networks may seek remedies allowed by the laws of the State of Texas.

## 5. Termination of Services

In the absence of specific conditions for termination of Services stated in an attachment to this agreement, this agreement shall remain in effect until terminated by either Celina ISD or Resilient Intelligent Networks by giving thirty (30) days prior written notice to the other.

## **6. Staff**

Neither Resilient Intelligent Networks nor Resilient Intelligent Networks' staff is or shall be deemed to be employees of Celina ISD. Resilient Intelligent Networks shall take appropriate

measures to ensure that Resilient Intelligent Networks employees who perform services for Celina ISD are competent to do so.

## **7. Representation**

Only current management personnel of Resilient Intelligent Networks shall represent Resilient Intelligent Networks during the performance of this agreement and have the authority to execute written modifications or additions to this agreement.

## **8. Warranty**

Resilient Intelligent Networks warrants to Celina ISD that the material, analysis, data, programs, and services to be delivered or rendered hereunder will be of the kind and quality designated in the attachment(s) and will be performed by qualified personnel. Special requirements for format or standards to be followed shall be attached as an additional Exhibit and executed by both Celina ISD and Resilient Intelligent Networks MAKES NO OTHER WARRANTIES, WHETHER WRITTEN, ORAL OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY OR NON-INFRINGEMENT.

**9. LIMITATION OF LIABILITY:** IN NO EVENT WILL Resilient Intelligent Networks BE LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT UNDER ANY THEORY OF CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHER LEGAL OR EQUITABLE THEORY FOR (A) THE LOSS OR INACCURACY OF DATA OR THE COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES, OR TECHNOLOGY; (B) ANY INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION OR OPPORTUNITY, OR OTHER PECUNIARY LOSS EVEN IF RESILIENT INTELLIGENT NETWORKS, LLC HAS BEEN NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGES. THE PARTIES EXPRESSLY AGREE THAT RESILIENT INTELLIGENT NETWORKS, LLC

## **10. Applicable Law**

Resilient Intelligent Networks, LLC shall comply with all applicable laws in performing services but shall be held harmless by the Celina ISD for violation of any governmental procurement regulation(s) to which it may be subject. This agreement shall be construed in accordance with the laws of the State of Texas.

**11. Assignment**

Neither party may assign this Agreement, in whole or in part, without the express written consent of the other party, except to a parent or wholly-owned subsidiary or in connection with a transfer of all or the majority of its stock or assets. Subject to the foregoing, this agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the respective parties hereto.

**12. Force Majeure**

Neither party shall be in default or otherwise liable for any delay in or failure of its performance under this agreement where such delay or failure arises by reason of any Act of God, or any government or any government body, acts of the common enemy, the elements, strikes or labor disputes, or other similar or Dissimilar cause beyond the control of such party.

**13. Entire Agreement**

This agreement and all attachments hereto constitute the entire agreement between Resilient Intelligent Networks and Celina ISD and supersede all prior negotiations, representations, or agreements, either oral or written, related to this agreement.

This agreement of this project is based upon Celina ISD being approved by SLD for E-Rate funds. The agreement for the project will be null and void if Celina ISD does not get approved via the E-Rate program unless Celina ISD decides to fund this project outside of E-Rate funding.

**14. Notices**

(ii) Notices to Resilient Intelligent Networks should be sent to:

Resilient Intelligent Networks, L.L.C.  
PO Box 1285  
Argyle, Texas 76226

IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of the date below.


ACCEPTED AND AGREED TO:

Date of allowable contract per E-Rate program. April 1, 2022, through September 30, 2023.

Celina ISD

Resilient Intelligent Networks

By: \_\_\_\_\_

By:  \_\_\_\_\_

Name: \_\_\_\_\_

Name: Bruce Mitchell

Title: \_\_\_\_\_

Title: Member

Date: \_\_\_\_\_

Date: 3/10/2022

Project Member Contact Information

- For questions or clarifications regarding this document, please contact the following personnel:



Cell: 940.368.8171  
 Email: [bmitchell@resilientiq.com](mailto:bmitchell@resilientiq.com)



Cell: 972.571.1339  
 Email: [cbarnes@resilientiq.com](mailto:cbarnes@resilientiq.com)

**Cost Summary**

The vendor will provide a cost summary on the form below. The information requested below is the minimum that will be accepted. Vendor will submit one (1) original, five (5) complete copies as well as an electronic copy of the proposal. Use additional pages as needed. Additional information and pricing shall be documented, titled with the "Additional Service Cost" line item on this Cost Summary Form that it is detailing, and the total additional cost entered into that line item's price.

<b>Campus</b>	<b>Non E-Rate Eligible</b>	<b>E-Rate Eligible</b>	<b>Total</b>
<b>Celina ISD New Elementary School #4</b>		\$ 159,880.46	\$ 159,880.46
<b>TOTAL</b>		\$ 159,880.46	\$ 159,880.46