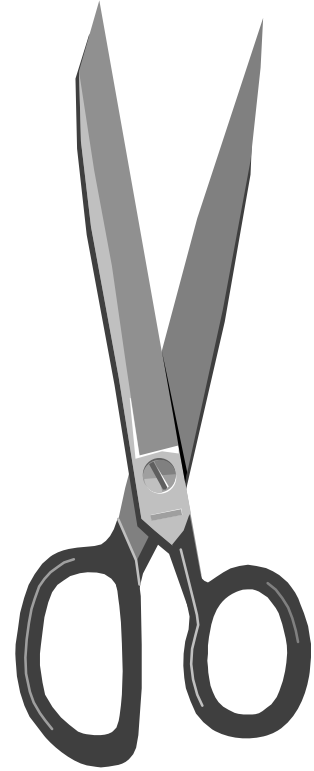


**Cut along the outer border and affix this label to your sealed bid envelope to identify it as a “Sealed Bid”. Neither faxed nor electronically submitted bids will be accepted. Be sure to include the name of the company submitting the bid where requested.**

|   |                            |
|---|----------------------------|
| <b>DELIVER TO: PURCHASING DEPARTMENT</b><br><b>School Board of Polk County</b><br><b>1915 South Floral Avenue, PO Box 391</b><br><b>Bartow, FL 33831-0391</b> |                            |
| <b>SEALED BID DO NOT OPEN</b>   |                            |
| <b>SEALED BID NO.:</b>  | 066-PAH-0409               |
| <b>BID TITLE:</b>   | Websense Software Licenses |
| <b>DUE DATE/TIME:</b>   | April 9, 2009 @ 3:00 pm    |
| <b>SUBMITTED BY:</b>  | _____<br>Name of company   |



***Please Note:***

**From time to time, addenda may be issued to this bid. Any such addenda will be posted on the same web site from which you obtained this bid. Vendors receiving bids via US mail will be sent notification of all addenda. If you downloaded the bid from this web site, you will need to check the web site to see if there are any addenda that have been posted.**

**Interested vendors must have a completed vendor application on file with the School Board Purchasing Department prior to bid award in order for your bid to be considered. The Vendor Application Form is available from our web site at <http://www.polk-fl.net/purchasing>. Click on “Vendor Application” from the menu at the top of the screen and follow the instructions.**

THE SCHOOL BOARD OF POLK COUNTY, FLORIDA

P.O. BOX 391  
BARTOW, FLORIDA 33831-0391

1915 SOUTH FLORAL AVENUE  
BARTOW, FLORIDA 33830-7124

INVITATION TO BID

Bid Title  Websense Software Licenses

Bid File Number  066-PAH-0409 Posted  March 27, 2009

Sealed bids will be received until  3:00pm on  April 9, 2009 in the School Board Purchasing Office at the above address. The official clock for the purpose of receiving bids is located in the Purchasing Office. All bids must be date and time stamped by the official clock. Bids will be opened in the Purchasing Offices after the deadline for receiving bids. Any bid received in Purchasing after the deadline indicated above will be date and time stamped and will not be opened. It is vendors' responsibility to see that their bids are properly received at the correct location prior to the deadline. Your bid must be on this form with the Bidder Acknowledgment completed. Inquiries on this bid should be addressed to:  Angie Hawkins telephone  863-534-0567, FAX  863-534-7497  
E-Mail angela.Hawkins@polk-fl.net

BIDDER ACKNOWLEDGMENT

The undersigned, having carefully examined the "Invitation to Bid" with any attached "Special Terms and Conditions" agrees to abide by all conditions of the bid and offers to furnish the items or services as set forth. I further certify that I am authorized to sign this bid.

|  |                  |
|--|------------------|
| _____                                      | _____            |
| VENDOR NAME                                | MAILING ADDRESS  |
| _____                                      | _____            |
| PRINT OR TYPE SIGNATURE AND TITLE          | CITY, STATE, ZIP |
| _____                                      | _____            |
| WRITTEN SIGNATURE                          | DATE             |
| _____                                      | _____            |
| TELEPHONE NUMBER (TOLL FREE, IF AVAILABLE) | FAX NUMBER       |
| _____                                      | _____            |
| E-MAIL ADDRESS                             | FEID NUMBER      |

**DISCOUNT:** Our company offers the following discount schedule: \_\_\_\_\_.

**NOTE: THE ABOVE BIDDER ACKNOWLEDGMENT MUST BE SIGNED FOR YOUR BID TO BE ACCEPTED.**

GENERAL INSTRUCTIONS AND CONDITIONS

- CONTRACT PERIOD:** Bids that do not offer prices good until the following date will not be accepted:  04/30/12. Contract(s) awarded from this bid will begin on  04/29/09 and will run through  04/30/12.
- F.O.B. DELIVERY POINT:** All prices bid must include delivery charges to stated destination(s) as follows:  School Board of Polk County Bartow, Fl
- POSTING OF BID AWARDS:** Recommended award of this bid will be posted at the School Board Administrative Offices on or about  04/14/09 and will remain posted for a period of 72 hours. Bid tabulations will not be mailed. Bid files and tabulations may be examined during normal working hours.
- PRICES AND TAXES:** All prices are normally fixed for the duration of the contract period. Fluctuating or adjustable prices are only acceptable if so stated in the Special Terms and Conditions". The School Board is exempt from State sales and use taxes and Federal excise taxes. (State Exemption No. 63-04-059207-53C)

5. **DISCOUNTS:** Bidders may offer a cash discount for prompt payment; however, such discounts shall not be considered in bid evaluation unless all other factors are equal. Bidders are encouraged to reflect cash discounts in the unit prices quoted.
6. **DELIVERY:** Deliveries must be made in accordance with specified delivery schedules or as soon as possible after receipt of the purchase order if no delivery schedule is specified or bid. All delivery containers must be marked with the Polk County School Board purchase order number and product item number. Unless stated otherwise, all products being shipped into the Board's warehouse shall be packaged in cardboard cartons so as to prevent damage both in transit and in the warehouse. For all truck deliveries into the warehouse, the Bidder is required to provide notification AT LEAST 24 HOURS PRIOR TO DELIVERY. For Bartow deliveries, call Warehouse Receiving at (863) 534-0910. Truck drivers will be required to assist in unloading.
7. **QUANTITIES:** Quantities shown are not guarantees of purchase. The Board may purchase additional quantities during the life of the contract unless the bid sheets are noted, "Bid is for Specified Quantity Only," by the Bidder. The bid sheets must state, "Minimum Reorder Quantities," if applicable.
8. **EQUIVALENT PRODUCTS:** Any manufacturers' trade, brand, model or catalog number listed as a specification is for information purposes and not to limit competition. The Bidder may offer any equivalent current production model which meets or exceeds the specifications unless noted otherwise in the specifications. If an equivalent model is offered, the Bidder must clearly indicate any deviation from the specifications and include complete descriptive literature on alternate item(s) or the items will not be considered.
9. **SPECIFICATIONS:** All items offered must be in accordance with specifications except as noted above. Minor departures from specifications may be considered at the option of the Board. When applicable, all products shall carry evidence of Underwriters' Laboratory (UL) listing and comply with the requirements of the Occupational Safety and Health Act, (OSHA). When applicable, delivered items must be accompanied by a Material Safety Data Sheet (MSDS). If product packing or packaging is to be different than specified in the bid, the Bidder must state any deviation. The bid, lacking any statement to the contrary, will be received as being in complete compliance with specifications. When more than one bid meets all specifications, the Board reserves the right to determine the "Lowest and Best" bid. Bid items are subject to testing at the Bidder's expense. Delivery of items not meeting specifications is cause for removal from the list of acceptable Bidders and no payment will be made for the entire delivery, including usage.
10. **SAMPLES:** When requested, samples will be furnished at Bidder's expense. Requests for sample returns must be made within 30 days of the bid opening. If no return request is made, the samples will become the property of the Board. Failure to submit samples when required may result in non-acceptance of the bid.
11. **SERVICE AND WARRANTY:** Bidder should attach any warranties offered and explain warranties and service provided. These may not be in conflict with warranties required in the specifications.
12. **ACCEPTANCE OR REJECTION:** The right to accept or reject any bids or individual items in the bids and to waive irregularities in bids is reserved by the Board.
13. **DETERMINATION OF BID AWARD BASIS:** Unless specifically excluded by the Bidder, bid awards may be made on either a composite or a line item basis.
14. **MISTAKES:** In case of mathematical errors, the Bidder's unit price shall be considered the bid price. It is the Bidder's responsibility to understand the terms, conditions, and specifications of the bid. Failure to do so will be at the Bidder's risk.
15. **PLACING AND ACCEPTANCE OF ORDERS:** The award of this bid does not constitute an order. Before delivery is made the Bidder must receive a duly executed purchase order or contract. Acceptance by the Bidder is assumed upon issue by the Board of a duly executed purchase order or contract. Inspection and acceptance of items will be at the stated destination(s) unless otherwise provided, and title to and risk of loss or damage is the responsibility of the Bidder until acceptance by the Board.
16. **ASSIGNMENT, INVOICES, AND PAYMENT:** No assignment of an order or monies to be derived there from is acceptable without the prior written approval of the Board. All invoices must be submitted in triplicate to the Board with each purchase order being invoiced separately. Payment shall be made upon presentation of properly prepared invoices. Payment is generally made on the next Friday following the week in which invoicing is completed.

17. **PERFORMANCE:** If the Bidder refuses or is unable to make delivery within a reasonable time, the Board may hold the Bidder responsible for any damages or costs incurred by the Bidder's actions. The Board may withhold payments pending satisfactory compliance with the terms of the agreement. The Bidder shall hold and save the Board and Board employees harmless from liability of any kind in the performance of this contract.
18. **CONTRACT FAILURE:** Should any Contractor fail to enter into a contract with the School Board on the basis of the submitted bid by said Contractor, Contractor acknowledges that Contractor shall be liable to the School Board for the difference between such bid price and the price the School Board pays to secure the merchandise from another source. Failure to pay said amount to the School Board upon demand will result in the company being removed from the bid list for a period of not less than two (2) years from the date of infraction.
19. **CONFLICT OF INTEREST:** All Bidders must disclose with their bid the name of any officer, director, or agent who is also an employee of the Board. Further, all Bidders must disclose the name of any Board employee who owns, directly or indirectly, any interest of any amount in the Bidders firm or branches.
20. **ATTACHMENTS:** All attached sheets are a part of this bid and any special conditions contained therein which are in conflict with the GENERAL INSTRUCTIONS AND CONDITIONS shall have precedence.
21. **ADDENDUM:** Any changes in this bid shall be in the form of a written addendum by the Purchasing Director. No other person shall be authorized to make changes verbally or in writing. It shall be the responsibility of the bidder to ascertain if any addenda have been issued and to obtain all such addenda. Any Addendum shall be returned with this bid by the Bidder.
22. **EXTENSION:** The Board reserves the option to extend the contract period provided the Bidder is in agreement. The request for extension shall be submitted by the Bidder in writing.
23. **DISPUTES:** Any person who may be adversely affected by an intended decision with respect to the award of any bid, may protest such a decision by following the Bid Protest Procedure of the School Board of Polk County. A copy of the Procedure, which has been prepared in accordance with the provisions of the Florida Administrative Code, is available upon request and is permanently posted at the Administrative Offices of the School Board of Polk County, Florida. Failure to follow the requirements of the bid protest procedures established by the School Board of Polk County, Florida shall constitute a waiver of all protest rights. Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.
24. **PREFERENCE FOR DRUG-FREE WORKPLACE:** Whenever two or more bids which are equal with respect to price, quality, and service are received, preference shall be given to a bid received from a business that certifies that it has implemented a drug-free workplace program in accordance with Section 287.087, Florida Statutes. In order to receive preference, a signed certification of compliance must be submitted with the bid response.
25. **AGREEMENT:** This Bid and the Purchase Orders issued hereunder constitute the entire agreement between the School District and the Vendor awarded the bid. No modification of this bid shall be binding on the District or the Bidders.
26. **TERMS AND CONDITIONS:** No additional terms and conditions included with the bid response shall be evaluated or considered and any and all such additional terms and conditions shall have no force and effect and are inapplicable to this bid. If submitted either purposely through intent or design or inadvertently appearing separately in transmitted letters, specifications, literature, price estimates or warranties, it is understood and agreed the general and special conditions in this bid solicitation are the only conditions applicable to this bid and the bidders authorized signature affixed to the bidder acknowledgment form attests to this.
27. **PUBLIC ENTITY CRIME & CONVICTED VENDOR LIST:** Per the provisions of Florida Statute 287.133 (2)(a), "a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida Statute 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list". The prospective bidder certifies, by submission and signature of this bid, that neither the bidder, nor its principal, its agent or its representative is presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded from participation in this transaction or otherwise precluded by Florida Statute 287.133 from participating in this contract.

28. **DISCRIMINATORY VENDOR LIST:** Per the provisions of Florida Statute 287.134(2)(a), "An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity." The prospective bidder certifies, by submission and signature of this bid, that neither the bidder, nor its principal, its agent or its representative is presently on the discriminatory vendor list, or otherwise precluded by Florida Statute 287.134 from participating in this contract.
29. **FEDERAL DEBARMENT CERTIFICATION:** Certification regarding debarment, suspension, ineligibility and voluntary exclusion as required by Executive Order 12549, Debarment and Suspension, and implemented at 34 CFR, Part 85, as defined at 34 CFR Part 85, Sections 85.105 and 85.110.
- a. The prospective lower tier participant certifies, by submission and signature of this bid, that neither it, nor its principals, its agents or its representatives are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this bid.
30. **NON-COLLUSION:** The bidder certifies, by submission and signature of this bid, that it warrants that he/she has not employed or retained any company or person other than a bonafide employee working solely for the bidder to solicit or secure this bid and that he/she has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bonafide employee working sole for the bidder, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from this award or making of this bid.

The bidder further certifies that its bid is made without previous understanding, agreement or connection with any person, firm or corporation making a bid for the same item(s) and is in all respects fair, without outside control, collusion, fraud or otherwise illegal action.

31. **SALES TO OTHER PUBLIC AGENCIES:** With the consent and agreement of the successful bidder(s), purchases may be made under this bid by other public agencies within the State of Florida. Such purchases shall be governed by the same terms and conditions as stated herein. (Check where applicable): Agree to extend pricing to \_\_\_ School Boards and/or \_\_\_ public agencies within the State of Florida.
32. **BID RESPONSES:** If the bid is to be returned via express mail or in a courier envelope, the bid the bid documents should be submitted in a separate sealed envelope within the courier envelope. Express mail or courier envelopes will be opened and discarded. The face of the sealed bid envelope should have attached the label included with the bid package or noted, the Bid File Number and "Attention: Purchasing Department - Sealed Bid." If there is not going to be a bid submitted, return the "No Bid" post card, or return the Invitation to Bid, marked, "No Bid."
33. **TERMINATION OF CONTRACT:** This contract may be terminated without liability to the School Board in whole or in part when it is deemed to be in the best interest of the School Board to so act. Notification of termination must be in writing and issued by the Director of Purchasing or designee. This contract may be terminated upon 30 days written notice. Further, at the discretion of the school Board, the contract may be terminated in a period of less than 30 days in the event of poor performance or violation of these terms.

The School Board, upon termination, shall exercise its discretion to complete the balance of the contract consistent with the best interest of the School Board.

SCOTT CLANTON  
DIRECTOR, PURCHASING AND WAREHOUSING

**NOTE: The Bidder Acknowledgment on Page 1 MUST be signed for your bid to be considered.**

**Special Terms and Conditions**

- A. SCOPE:** The purpose of this bid is to select a supplier to provide Websense licenses, and support for the School Board of Polk County.
- B. Term:** The term of this contract shall commence on or about April 29, 2009 through April 30, 2012.
- C. Award of Contract:**
1. Pricing option #1 on the bid form is for items 1-4 bid as a single up-front payment covering the term of the contract outlined in Section B. Pricing should reflect a single cost for the contract period.
  2. Pricing option #2 is an alternate bid for items 1-4 bid as an annual payment each year. Pricing should reflect the cost per year in each year of the contract as outlined in Section B.
  3. Award will be made on the basis of the terms that are deemed to be in the best interests of the School Board of Polk County. Bidders are requested to bid both pricing options 1 and 2.
- D. LINE ITEM CORRECTIONS:** The use of correction fluid or erasures to correct line item bid prices and/or quantities are not acceptable. Corrections must be by strikethrough (~~strikethrough~~) of the incorrect figures, writing in of the correct figures and initialing of the corrections by the originator. Correction fluid or erasure corrected bids will be considered non-responsive for the corrected items.
- E. F.O.B. Destination:** Prices bid for all items shall be F.O. B Destination and include all shipping charges to all Polk County school locations.
- F. APPROVED PRODUCT:** This bid contains an approved product based on a recommendation by the Information Systems and Technology Department. Please bid only the approved product as specified.
- G. USE OF OTHER CONTRACTS:** The School Board reserves the right to utilize any other District contract, any State of Florida Contract, any contract awarded by any other city or county governmental agencies, any other school board, or any other community college/state university system cooperative bid agreement, in lieu of any offer received or award made as a result of this bid, if it is in its best interest to do so. The School Board also reserves the right to separately bid any single order or to purchase any item on this bid if it is in its best interest to do so.
- H. ADDENDA:** It shall be the responsibility of each responding bidder to check The School Board of Polk County Purchasing Department website to ensure receipt of all addenda.
- I. ADDITIONAL PURCHASES:** The School Board of Polk county also reserves the right to issue additional purchase orders on bid prices for immediate delivery through the effective date of the bid.

**J. Funding Out/Termination/Cancellation:**

Florida School Laws (Section 1011.14 Florida Statutes) prohibit School Boards from creating obligations on anticipation of budgeted revenues from one fiscal year to another without year to year extension provisions in the agreements.

It is necessary that fiscal funding out provisions be included in all proposals in which the terms are for periods longer than one (1) year. Therefore, the following funding out provisions are an integral part of this bid and must be agreed to by all bidders.

The School Board may terminate or discontinue the services covered in this proposal at the end of the then current contract period upon ninety (90) days prior written notice to the successful bidders.

Such prior written notice will state:

- (a) That the lack of appropriated funds is the reason for termination, and
- (b) Agreement not to replace the services being terminated with services similar to those covered in this proposal from another vendor in the succeeding funding period.

**K. REQUESTS FOR BID INFORMATION & RELATED DATA:** Requests for information relating to bids in process will be addressed without delay when such information has a **material** effect on the completion of your bid response. Every effort will be made to supply other requested information of a less critical nature, such as, **lists of vendors solicited, pre-bid conference attendees, individuals picking up plans and specifications, historical bid**

***data or tabulations*** within (48) hours from receipt of a request. Vendors are welcome to visit our offices to obtain the information in person, but we respectfully request that you notify the buyer in advance at the telephone number listed on the **Invitation to Bid** form so that they might have ample opportunity to compile the information for you before you arrive.

If you have Internet access, visit our Web site @ [www.polk-fl.net/purchasing](http://www.polk-fl.net/purchasing) to obtain:

- ❖ A copy of a bid packet for a contract or project currently out for bid
- ❖ A listing of all term and recurring contracts awarded by the School Board of Polk County, FL currently in force.
- ❖ A copy of any addenda issued to current bids in process

NOTE: It is the bidders responsibility to check our Web site frequently for updated information.

- ❖ A copy of a Vendor Application Form
- ❖ A copy of our Commodity List which will, when properly completed and returned to Purchasing, enable us to notify you of future bids
- ❖ A listing of departmental personnel, with job titles, phone numbers and email addresses

**BID FORM**

| QTY.  | DESCRIPTION   | PRICE        |
|---|---|--------------|
| <b><u>Option #1 Pricing-Single, Up-Front Payment for contract Term.</u></b> |   |              |
| (1)   | 2<br><b>Websense WSG Appliance Software</b><br><b>Approved Product:</b> Websense WSGAPP-X-XX12-N<br><b>NO SUBSTITUTES</b><br><br>Delivery _____ Days ARO                            | \$ _____ ea. |
| (2)   | 1<br><b>Websense Web Security Gateway</b><br>10,000 Seats, SC, 36 Months.<br><b>Approved Product:</b> Websense WSG-R-SC36-N<br><b>NO SUBSTITUTES</b><br><br>Delivery _____ Days ARO | \$ _____ ea. |
| (3)   | 1<br><b>Websense Remote Filtering</b><br>4,000 Seats, SC, 36 Months<br><b>Approved Product:</b> Websense RMF-Q-SC36-N<br><b>NO SUBSTITUTES</b><br><br>Delivery _____ Days ARO       | \$ _____ ea. |
| (4)   | 1<br><b>Websense Premium Support</b><br>Wen 14,000 Seats, SC, 36 Months<br><b>Approved Product:</b> Websence PSW-Y-SC36-N<br><b>NO SUBSTITUTES</b><br><br>Delivery _____ Days ARO   | \$ _____ ea. |
| <b>*TOTAL PRICE</b>   |   | \$ _____     |

**\*Reflects price for single, upfront payment for contract term (approx.  
4/29/09-4/30/12)**

| QTY.   | DESCRIPTION   | PRICE           |
|--|---|-----------------|
| <b><u>Option #2 Pricing-Annual Payment for each year of contract term (4/29/09-4/30/12).</u></b> |   |                 |
| (1) 2  | <b>Websense WSG Appliance Software</b><br><b>Approved Product:</b> Websense WSGAPP-X-XX12-N<br><b>NO SUBSTITUTES</b><br><br>Delivery _____ Days ARO                 | \$ _____ ea.    |
| (2) 1  | <b>Websense Web Security Gateway</b><br>10,000 Seats, SC.<br><b>Approved Product:</b> Websense WSG-R-SC36-N<br><b>NO SUBSTITUTES</b><br><br>Delivery _____ Days ARO | \$ _____ ea.    |
| (3) 1  | <b>Websense Remote Filtering</b><br>4,000 Seats, SC<br><b>Approved Product:</b> Websense RMF-Q-SC36-N<br><b>NO SUBSTITUTES</b><br><br>Delivery _____ Days ARO       | \$ _____ ea.    |
| (4) 1  | <b>Websense Premium Support</b><br>Wen 14,000 Seats, SC<br><b>Approved Product:</b> Websense PSW-Y-SC36-N<br><b>NO SUBSTITUTES</b><br><br>Delivery _____ Days ARO   | \$ _____ ea.    |
| <b>*TOTAL PRICE</b>  |   | <b>\$ _____</b> |

Payment for term 1 (on or about 4/29/09-4/30/10) \$ \_\_\_\_\_

Payment for year 2 (5/1/10-4/30/11): \$ \_\_\_\_\_

Payment for year 3 (5/1/11-4/30/12): \$ \_\_\_\_\_

NOTE: Sign the "Bidder's Acknowledgement" section on Page 1 of our "Invitation To Bid". Return the original of the Invitation to Bid and retain a photocopy for your files.