



# CITY OF BROADVIEW HEIGHTS

## RESOLUTION NO. 2025-138

INTRODUCED BY: MAYOR ALAI AND THE ENTIRE COUNCIL

### A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT BETWEEN THE CITY OF BROADVIEW HEIGHTS AND THE OHIO STATE UNIVERSITY D/B/A OARNET FOR A VMWARE LICENSE IN THE CITY OF BROADVIEW HEIGHTS AND DECLARING AN EMERGENCY

WHEREAS, the City Council has determined that it is in the best interest of the City to enter into an agreement between the City of Broadview Heights and The Ohio State University D/B/A OARNET for a VMWARE License in the City of Broadview Heights.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF BROADVIEW HEIGHTS, COUNTY OF CUYAHOGA AND STATE OF OHIO:

SECTION 1. The Mayor is hereby and herein authorized to enter into an agreement between the City of Broadview Heights and The Ohio State University D/B/A OARNET for a VMWARE License in the City of Broadview Heights as delineated in Exhibit "A" attached hereto and made a part hereof as if fully rewritten.

SECTION 2. This Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public health, peace, safety and welfare for the reason stated in the Preamble hereof, and provided it receives the affirmative vote of five (5) or more of the members of Council and signature of the Mayor; otherwise it shall take effect and be in force from and after the earliest period allowed by law.

Passed and Adopted by the Council on this 6<sup>th</sup> day of October, 2025

Robert Boldt, President of Council

Samuel J. Alai, Mayor

October 6, 2025

Date

Attest: Robin Parsons, Clerk of Council

October 6, 2025

Date

**City of Broadview Heights  
Interoffice Memorandum**

To: Members of Council  
From: David A. Pfaff, Finance Director  
Date: September 16, 2025  
Re: VMware License Agreement



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The City's license for VMware has expired. Attached is a quote from The Ohio State University, dba OARnet, for a four year agreement. VMware is a software that allows us to create virtual servers on our hardware.

The total four-year cost is \$19,037.76. The cost for the first year (retroactive to July 31, 2025 is \$3,870.72. This is a four-year subscription service that will be billed annually. I am awaiting confirmation, but I believe this is State Term/Contract pricing.

Please let me know if you have any questions.

cc: Sam Alai, Mayor

## Request for Council Authorization to Purchase Form

<b>Description of Item or Service</b>	Vmware Software
<b>Vendor</b>	The Ohio State University, dba OARnet
<b>Dates of Contract</b>	7-31-2025 to 7-30-2029
<b>Contract or Purchase Price</b>	<b>\$ 19,037.76</b>
If over \$77,250 - Was purchase competitively bid	n/a
If under \$77,250 Were Multiple Quotes Obtained	no
If no, state reason	Believe this is State Term/Contract Pricing
State Contract or Other Purchasing Consortium Contract Number	Waiting on Verification
If yes, list other pricing or attach separate sheet:	

I hereby certify, that to the best of my knowledge the above information is true, accurate, and complete.

*David A. Pfaff*

Signature:

Date:

9/16/2025

For Finance Department Usage:		
<b>Account Number</b>	<b>Amount</b>	
100.7730.52503 Finance Equipment	\$	3,870.72
I hereby certify there are sufficient funds lawfully appropriated for the proposed expenditure and the funds are in the treasury or in the proper fund, free from any previous encumbrances.		
<i>David A. Pfaff</i>		9/16/2025
<b>Finance Director:</b>		<b>Date:</b>
<b>Notes:</b> Contract is for 4 years, can only certify amount to be paid this year. Balance will be certified each year with a purchase order.		



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**TO:** Ted Bruzdinski  
 Technical Primary  
 City of Broadview Heights  
 9543 Broadview Road  
 Broadview Heights, OH 44147 USA

**FROM:** OARnet  
 1224 Kinnear Rd  
 Columbus, OH 43212

**EMAIL:** tbrudzinski@broadview-heights.org

**EMAIL:** oarnetvmware@oar.net      **WEB:** www.oar.net

**PHONE:** (440) 584-8578

**FAX:** (614) 292-9397

**TERMS:** OARnet-VMware ELA  
 Remit to: The Ohio State University  
 Accounts Receivable  
 PO Box 182905, Columbus, Ohio 43218-2905  
 Payment Terms: Net 30  
 Credit Cards: VISA/MasterCard/AMEX/DISCOVER (2.95% processing fee)

**QUOTE NO:** 58292661  
**QUOTE DATE:** 09/15/2025  
**QUOTE EXPIRES:** 10/30/2025  
**TOTAL QUOTE:** \$19,037.76

LINE NO.	PRODUCT SKU	DESCRIPTION	PRODUCT PRICE	CO-TERM COST	QTY	SUBTOTAL
<b>YEAR 2</b>						
1	VCF-CLD-FND-EDGE	VMware Cloud Foundation Edge - For Edge Deployments Only - For 1 Year (Please contact Carahsoft prior to ordering for assistance determining required core count.) Net New End Date: 07/30/2026	\$43.99	\$40.32	96	\$3,870.72
<b>YEAR 2 SUBTOTAL:</b>						\$3,870.72
<b>YEAR 3</b>						
2	VCF-CLD-FND-EDGE	VMware Cloud Foundation Edge - For Edge Deployments Only - For 1 Year (Please contact Carahsoft prior to ordering for assistance determining required core count.) Start Date: 07/31/2026 End Date: 07/30/2027	\$48.34	\$48.34	96	\$4,640.64
<b>YEAR 3 SUBTOTAL:</b>						\$4,640.64
<b>YEAR 4</b>						
3	VCF-CLD-FND-EDGE	VMware Cloud Foundation Edge - For Edge Deployments Only - For 1 Year (Please contact Carahsoft prior to ordering for assistance determining required core count.) Start Date: 07/31/2027 End Date: 07/30/2028	\$52.54	\$52.54	96	\$5,043.84
<b>YEAR 4 SUBTOTAL:</b>						\$5,043.84
<b>YEAR 5</b>						
4	VCF-CLD-FND-EDGE	VMware Cloud Foundation Edge - For Edge Deployments Only - For 1 Year (Please contact Carahsoft prior to ordering for assistance determining required core count.) Start Date: 07/31/2028 End Date: 07/30/2029	\$57.11	\$57.11	96	\$5,482.56



1774 Fenwick Road Columbus, Ohio 43212 • Phone: (614) 292-5151 • Fax: (614) 292-9397 • [www.oar.net](http://www.oar.net)

LINE NO.	PRODUCT SKU	DESCRIPTION	PRODUCT PRICE	CO-TERM COST	QTY	SUBTOTAL
YEAR 5 SUBTOTAL:						\$5,482.56
SUBTOTAL:						\$19,037.76
TOTAL QUOTE:						\$19,037.76

Please note, by executing this quote, you agree to purchase the above software through July 30, 2029. You have the ability to pay for the entire amount or for the current year listed. This quote reflects current pricing and is valid through the above expiration date. Prior to submitting a PO, ensure this quote has not expired. If the quote has expired, please request a refreshed quote.

TO ORDER: Submit a copy of this quote along with your PO to: [oarnetvmware@oar.net](mailto:oarnetvmware@oar.net). Quote number should be referenced on your Purchase Order.

#### OARnet Terms and Conditions

The use of these products and services are governed by the following terms and conditions provided herein.

#### VMware by Broadcom Terms and Conditions

The terms and condition OARnet negotiated with VMware by Broadcom are shown in the VMware by Broadcom Foundation Agreement available for review on the OARnet website at [https://www.oar.net/services/application\\_services/vmware\\_broadcom](https://www.oar.net/services/application_services/vmware_broadcom). These terms and conditions cannot be changed.

#### OARnet Terms and Conditions

##### 1. Payment Terms

Failure to Pay: End User shall pay to OARnet the amounts set forth for the Products and Services within this quote. Payment is due upon 30 days of receipt of invoice. Pursuant to Section 2 below, OARnet may terminate this Agreement and demand End User no longer use the Product upon the failure of End User to pay charges when due. Such termination or denial will not relieve End User of responsibility of the payment of all accrued charges, plus reasonable interest, and any collection fees as allowable under Ohio Revised Code

##### 2. Term and Termination

The initial term of this Agreement shall commence on the date this Agreement is executed and shall continue until July 30, 2029. OARnet may terminate this Agreement upon 30 days' notice for End User's failure to pay invoice(s) when due or immediately for material breach of any other term of this Agreement and demand End User no longer use the Product. If the Term of this Agreement extends into fiscal years subsequent such continuation may be contingent upon the appropriation of funds from the Ohio Legislature or Controlling Board or legal funding entity. If such funds are not appropriated, End User may terminate this Agreement in whole upon written notice to OARnet.

##### 3. Early Termination

In the event of Early Termination, the End User will be responsible for 100% of the unpaid balance for the remaining term of the contract unless the termination is the result of a non-appropriation of funds.

##### 4. Limitation of Liability

OARnet shall not be liable to End User for any damage arising out of any event that is beyond the control of OARnet. OARnet shall not be liable to End User for any indirect, special, incidental, exemplary, consequential or other form of money damages, including but not limited to lost profits or damages of any kind, however caused, arising out of or in connection with the use or provision of the Product, whether based in contract, tort or any other legal theory, and whether or not OARnet has been made aware of the possibility of those damages.

**5. Compliance with Applicable Law and Other Obligations**

End User must comply with all laws, regulations, and policies applicable to their use of the Product, including, without limitation, U.S. export laws concerning use of the Product.

**7. Governing Law and Jurisdiction**

This Agreement shall be subject to and construed in accordance with Ohio law. Any action based in whole or in part on this agreement must be brought in an Ohio court of competent jurisdiction

**8. Entire Agreement; Amendments**

This Agreement constitutes the entire Agreement between the parties and supersedes all prior agreements and understandings with respect to the same subject matter. This Agreement may not be modified by and shall supersede any additional or contradictory term or condition of, any current or future purchase order from End User unless OARnet expressly agrees otherwise in writing. No amendment or modification of this Agreement shall be effective unless in writing and signed by both parties.

**END USER CONTACT INFORMATION**

Entity/Customer/End User Name: City of Broadview Heights

Portal Folder Name (if known): \_\_\_\_\_

**Technical Contact (Primary):**

Name: Ted Bruzdziński  
Address: 9543 Broadview Road  
City/State/Zip: Broadview Heights, OH 44147  
Phone: 440-584-8578  
Email: tbruzdziński@broadview-~~heights~~heights.org

**Billing Contact:**

Name: D'Aijone Berry  
Address: 9543 Broadview Road  
City/State/Zip: Broadview Heights, OH 44147  
Phone: 440-717-4016  
Email: finance1@broadview-heights.org

IN WITNESS WHEREOF, customer hereto warrants and represents that this order form has been executed by a duly authorized representative, and it constitutes the legal, valid, and binding obligation.

Signature:   
Name: Samuel J. Alai  
Title: Mayor  
Date: October 6, 2025