

**CITY OF MIRAMAR
PROPOSED CITY COMMISSION AGENDA ITEM**

Meeting Date: April 16, 2025

Presenter's Name and Title: Vanessa J. Sauveur, Information Systems Manager

Prepared By: Vanessa J. Sauveur, Information Systems Manager

Temp. Reso. Number: TR 8372

Item Description: Temp. Reso. # 8372, APPROVING THE RENEWAL OF VMWARE SOFTWARE LICENSES AND MAINTENANCE SERVICES WITH CARAHSOFT TECHNOLOGY CORPORATION UTILIZING NASPO 43230000-NASPO-16-ACS, IN A TOTAL AMOUNT OF \$87,300 FOR FISCAL YEAR 2025. (Vanessa J. Sauveur, Information Systems Manager)

Consent ☒ Resolution ☐ Ordinance ☐ Quasi-Judicial ☐ Public Hearing ☐

Instructions for the Office of the City Clerk: Need signed resolution on 4/17/25

Public Notice – As required by the Sec. ____ of the City Code and/or Sec. ____, Florida Statutes, public notice for this item was provided as follows: on ____ in a ____ ad in the ____; by the posting the property on ____ and/or by sending mailed notice to property owners within ____ feet of the property on ____
(fill in all that apply)

Special Voting Requirement – As required by Sec. ____, of the City Code and/or Sec. ____, Florida Statutes, approval of this item requires a ____ (unanimous, 4/5ths etc.) vote by the City Commission.

Fiscal Impact: Yes ☒ No ☐


REMARKS: Funding of \$87,300 is available in the Information Technology Fund, GL Account 504-58-580-516-000-603425, Software License and Maintenance.

Content:

- Agenda Item Memo from the City Manager to the City Commission
- Resolution TR 8372
- Attachment(s)
 - Attachment 1: Carahsoft's Renewal Quote



**CITY OF MIRAMAR
INTEROFFICE MEMORANDUM**

TO: Mayor, Vice Mayor, & City Commissioners
FROM: Dr. Roy L. Virgin, City Manager 
BY: Clayton Jenkins, Information Technology Director
DATE: April 10, 2025
RE: Temp. Reso. No. 8372, Approving the Renewal of VMware Software Licenses and Maintenance Services.

RECOMMENDATION: The City Manager recommends approval of the renewal of VMware software licenses and maintenance services with Carahsoft Technology Corporation, utilizing NASPO 43230000-NASPO-16-ACS in an amount not to exceed \$87,300 for the fiscal year 2025.

ISSUE: City Commission approval is required for expenditures exceeding \$75,000 in accordance with City Code Section 2-412(a)(1). Renewing VMware software licenses and maintenance for another year is vital for sustaining the City's virtual server infrastructure, ensuring compliance and uninterrupted service.

BACKGROUND: The City's virtual server infrastructure is crucial to its data center operations, supporting critical applications and services for both the public and City departments. It relies on VMware software licenses and maintenance services to ensure continued operations.

DISCUSSION: Renewing VMware software licenses and maintenance services for another year is essential to maintaining the City's virtual server infrastructure, ensuring continued compliance with license requirements and uninterrupted maintenance and support. Pursuant to City Code Section 2-413(11)c, software license renewals and maintenance services are exempt from competitive bidding. The renewal of VMware software licenses and maintenance services is being procured through the competitively solicited NASPO 43230000-NASPO-16-ACS contract.

ANALYSIS: Funding in the amount of \$87,300 is available in the Information Technology Fund, GL Account 504-58-580-516-000-603425, Software License and Maintenance.

Temp. Reso. No. 8372
4/16/25
4/8/25

**CITY OF MIRAMAR
MIRAMAR, FLORIDA**

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA, APPROVING THE RENEWAL OF VMWARE SOFTWARE LICENSES AND MAINTENANCE SERVICES WITH CARAHSOFT TECHNOLOGY CORPORATION UTILIZING NATIONAL ASSOCIATION OF STATE OFFICIALS CONTRACT NUMBER 43230000-NASPO-16-ACS, IN A TOTAL AMOUNT OF \$87,300, FOR FISCAL YEAR 2025; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City strives to implement solutions and technologies that provide the most effective and efficient services for City staff and residents; and

WHEREAS, **Section 2-412(a)(1)** of the City Code provides that all commodities or services provided by a single vendor in excess of \$75,000 must be formally approved by the City Commission; and

WHEREAS, the City's virtual server infrastructure is crucial to its data center operations, supporting critical applications and services for both the public and city departments; and it relies on VMware software licenses and maintenance services to ensure continued operations; and

WHEREAS, renewing VMware software licenses and maintenance services for another year is essential to maintaining the City's virtual server infrastructure, ensuring continued compliance with license requirements and uninterrupted maintenance and support; and

Reso. No. _____

Temp. Reso. No. 8372
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WHEREAS, Pursuant to City Code Section 2-413(11)c, renewal of software license and maintenance services are exempt from competitive bidding; and

WHEREAS, the City Manager recommends approval of the renewal of VMware software licenses and maintenance services with Carahsoft Technology Corporation, utilizing National Association of State Procurement Officials (“NASPO”) Contract Number 43230000-NASPO-16-ACS in a total amount of \$87,300 for the fiscal year 2025.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA AS FOLLOWS:

Section 1: That the foregoing “**WHEREAS**” clauses are ratified and confirmed as being true and correct and are made a specific part of this Resolution.

Section 2: The City Manager recommends approval of the renewal of VMware software licenses and maintenance services with Carahsoft Technology Corporation, in a total amount of \$87,300 for the fiscal year 2025.

Section 3: That the appropriate City officials are authorized to do all things necessary and expedient in order to carry out the aims of this Resolution.

Section 4: That this Resolution shall become effective upon adoption.

Temp. Reso. No. 8372

4/16/25

4/8/25

PASSED AND ADOPTED this _____ day of _____, _____.

Mayor, Wayne M. Messam

Vice Mayor, Yvette Colbourne

ATTEST:

City Clerk, Denise A. Gibbs

I HEREBY CERTIFY that I have approved
this RESOLUTION as to form:

City Attorney,
Austin Pamies Norris Weeks Powell, PLLC

Requested by Administration

Commissioner Maxwell B. Chambers

Commissioner Avril Cherasard

Vice Mayor Yvette Colbourne

Commissioner Carson Edwards

Mayor Wayne M. Messam

Voted

Reso. No. _____

PRICE QUOTATION

ATTACHMENT 1

CARAHSOFT TECHNOLOGY CORP



11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 66CARAH
WWW.CARAHSOFT.COM | SALES@CARAHSOFT.COM

TO: Vanessa Sauveur
Information Systems Manager
Miramar - City - Florida
2300 Civic Center Pl
Miramar, FL 33025 USA

FROM: Rory McClure
Carahsoft Technology Corp.
11493 Sunset Hills Road
Suite 100
Reston, Virginia 20190

EMAIL: vjsauveur@miramarfl.gov

EMAIL: Rory.McClure@carahsoft.com

PHONE: (954) 602-3105

FAX: (954) 602-3559

PHONE: (703) 581-6655

FAX: (703) 871-8505

TERMS: Contract Number: 43230000-NASPO-16-ACS
NASPO Master Contract Number: AR2472
Contract Term: 08/01/2017 to 09/30/2026
Shipping Point: FOB Destination
Credit Cards: VISA/MasterCard/AMEX
Remit To: Same as Above
Payment Terms: Net 30 (On Approved Credit)
Sales Tax May Apply

QUOTE NO: 55058823
QUOTE DATE: 04/01/2025
QUOTE EXPIRES: 04/21/2025
RFQ NO:
SHIPPING: ESD
TOTAL PRICE: \$87,300.00
TOTAL QUOTE: \$87,300.00

LINE NO.	PART NO.	DESCRIPTION	-	QUOTE PRICE	QTY	EXTENDED PRICE
1	VCF-CLD-FND-5-491	VMware Cloud Foundation 5 VMware, LLC - VCF-CLD-FND-5 0 Start Date: 04/22/2025 End Date: 04/21/2026		\$295.00 COOP	288	\$84,960.00
2	VCF-VSP-STD-8-491	VMware vSphere Standard 8 (Purchase limitations - call Carahsoft for details.) VMware, LLC - VCF-VSP-STD-8 0 Start Date: 04/22/2025 End Date: 04/21/2026		\$48.75 COOP	48	\$2,340.00
SUBTOTAL:						\$87,300.00
TOTAL PRICE:						\$87,300.00
TOTAL QUOTE:						\$87,300.00

Please be aware of all terms listed in quote. By referencing the Carahsoft Quote No. on your order, Partner confirms that the End User has received and agreed to all the terms and conditions herein.

This order is governed by the General Terms set out at www.broadcom.com/company/legal/licensing.

All amounts are exclusive of taxes which will be payable in addition to the fees listed.

Broadcom requires the address on the PO to match the address on the End User's existing Site ID. If End User requires address change, may result in system access issues for End User licenses.

If multi-year quote, all payment amounts are defined within the schedule above.

PAYMENT

Failure to timely remit payment of all amounts set forth in the Payment Schedule after written notice by Broadcom and a reasonable opportunity to remit such payment by Customer, to the maximum extent permitted by applicable law, relieve Broadcom of any and all support obligations hereunder until payment is tendered at which time use rights shall recommence. Broadcom reserves the right to impose late fees as may be permitted by law on any past due amounts.

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MULTI-YEAR PRICING REQUIREMENT (Applicable Only to Multi-year Quotes)

The Out Year pricing in the POP dates listed above are only valid upon receipt of a Purchase Order that includes those line items. Annual payment terms apply. If all line items, including those with future period of performance dates, are not listed on the Partner and End User Purchase Order, all pricing is subject to change. Each order must meet Broadcom's minimum threshold requirements.

PARTNER AFFIRMATION

Partner affirms:

- i. it has a written agreement with the End User for the sale of the Broadcom or Offering(s) identified herein; such that the End User is contractually bound and agrees in writing that End User's use of the Broadcom Offering(s) shall be subject to the End User Terms (defined below);
- ii. The End User has agreed to pay the Partner an agreed upon fee for the Broadcom Offering(s);
- iii. Partner shall ensure information relating to license type, Authorized Use Limitations and other Broadcom Offering related information set forth herein is provided to the End User; and
- iv. in furtherance of your contractual and legal obligation to strictly comply with U.S. law relating to export, re-export, and transfer, and to the extent required by law, you understand that Broadcom will not accept and you agree not to submit orders from (a) partners or customers who are military end users of China, Russia or Venezuela for products with ECCN starting with 5D992, or (b) Broadcom, the Partners, or End User reasonably knows the Broadcom Offerings are intended or likely to be transferred or resold to such end users.

ORDERING TERMS AND CONDITIONS AND END USER TERMS

The Broadcom Offerings, (and any hardware components if included within this Order), will be delivered either in tangible media FCA SD (FCA Shipping Dock), as defined in INCOTERMS 2010, from the Broadcom shipping point stated in this Order or by electronic delivery (ESD).

The use of these offerings are governed by these ordering terms and conditions as well as: (a) either (i) the Broadcom terms and conditions published at <https://www.broadcom.com/licensing>, or (ii) the fully executed agreement by and between the End User and an applicable Broadcom entity governing the CA, Symantec, or VMware branded offerings ordered in this Order (provided that any terms that purport to protect any future pricing between the parties and any purported rights to host Broadcom Offerings on the behalf of an unrelated third party shall be deemed null and void for purposes of this Order), (b) the Specific Program Documentation (the "SPD"), or Product Use Rights (the "PUR"), and/or SaaS Listing applicable to the Broadcom Software, SaaS and Maintenance located at <https://www.broadcom.com/licensing>, and (c) the additional terms hereon (collectively, the "End User Terms"), which Partner agrees to ensure such terms are presented to and agreed by the End User along with the additional flow down terms noted below before or at the time of closing the End User transaction. Any terms that may appear on Partner's purchase order that vary from or purport to add to the End User Terms (including, without limitation, pre-printed terms) are deemed not appended, inapplicable, and void.

MANDATORY FLOW DOWN AND ADDITIONAL TERMS FOR END USERS:

Partner shall flow down the following additional terms to the End User (the "Additional Terms"). CA, Inc. is the successor in interest for all Symantec or VMware product families which are available from the Broadcom selling entity quoting such offerings in the United States. CA Programas de Computador, Part e Serv Ltda. is the successor in interest for all Symantec or VMware product families which are available from the Broadcom selling entity quoting such offerings in Brazil. VMware International Unlimited Company is the successor in interest for all Symantec or CA product families which are available from the Broadcom selling entity quoting such offerings anywhere else in the world.

ASSIGNMENT

Neither Party shall assign the End User Terms or any of its rights or delegate any of its duties under the End User Terms, either by operation of law, agreement, or any other process, without the prior written consent of the other Party, except that Broadcom shall have the right to assign the End User Terms or any of its rights or delegate any of its duties under the Agreement at any time to any Broadcom Affiliate(s), or to a successor in interest of all or substantially all of the business to which the End User Terms relate. Subject to the foregoing, the End User Terms will be binding upon, enforceable by, and inure to the benefit of the parties and their respective successors and assigns. Any attempted assignment in violation of this section shall be null and void. "Affiliate" shall mean any person or entity which directly or indirectly owns, controls, is controlled by, or is under common control with a party, where control is defined as owning or directing more than fifty percent (50%) of the voting equity securities or a similar ownership interest in the controlled entity.

MIGRATION

End User understands that Broadcom may migrate a previously licensed software (the "Original Product(s)") to a new software product (the "Migrated Product(s)"). It is the End User's responsibility to understand which products herein may be migrated products. Any migrated products are provided in consideration of Original Product(s) being terminated. End User shall cease using and de-install the Original Product(s) following a transition period not to exceed ninety (90) days, as of the date of receipt of the Migrated Product(s); The Migrated Product(s) are subject to the Agreement, the Specific Program Documentation (the "SPD") applicable to the Broadcom Software and Maintenance, located at Broadcom's website address at <https://www.broadcom.com/licensing> and this transaction document including all financial obligations relating to the Original Product(s) which remain valid and enforceable and are applicable to the Migrated Product(s). Prior to signature of this Order, End User should ensure it understands the migration for the products licensed herein. Execution of this order shall constitute acceptance of such migration and shall also constitute a representation and warranty by End User that it has reviewed and fully understands same. Migration path for licensed products can be obtained at <https://www.broadcom.com/docs/product-migration>.

SOFTWARE SUPPORT AVAILABILITY

End User understands that Broadcom may either (i) stabilize software in which no future enhancements, versions, releases, development, or service packs are planned, or (ii) the software may be end of life or a particular version is end of service in which Broadcom will no longer provide (a) operational or technical support and (b) develop and provide new enhancements, features, upgrades, service packs, and fixes for the software offering (the "Software Support Availability"). Prior to acceptance of this Order, End User should ensure it understands the support for the products licensed herein. Acceptance of this order shall constitute acceptance of such support and shall also constitute a representation and warranty by End User that it has reviewed and fully understands same. Software Support Availability for licensed products can be obtained at

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<https://www.broadcom.com/docs/end-of-support>.

PERSONAL DATA

End User acknowledges and agrees that Broadcom will process Personal Data as part of the provision of the Broadcom Offerings in accordance with Broadcom's Privacy Policy located at: <https://www.broadcom.com/company/legal/privacy>. End User hereby authorizes Broadcom to make necessary transfers of Personal Data and that any Broadcom Affiliates and subcontractors may process such Personal Data for the purposes of providing the Broadcom Offering contemplated under the End User Terms. Broadcom complies with the provisions of the General Data Protection Regulation ("GDPR"), and/or the Swiss Federal Data Protection Act and/or other applicable local legislation, with respect to such transfers. Where Broadcom is a processor for End User under the GDPR, and/or the Swiss Federal Data Protection Act and/or other applicable local legislation, Broadcom's processing shall be subject to and in accordance with Broadcom's global Data Processing Addendum ("DPA"), including the relevant Standard Contracting Clauses ("SCC") located at: <https://www.broadcom.com/company/legal/privacy/data-transfers> for international data transfer incorporated therein. End User has been advised that during the term of this Order Broadcom will collect Personal Data and process it as a Controller pursuant to the Privacy Policy and to the extent permitted by GDPR, and/or the Swiss Federal Data Protection Act and/or other applicable local legislation.