



THIS CONTRACT is hereby made, entered into, and effective as of April 30, 2025, by and between GUILFORD COUNTY ON BEHALF OF THE GUILFORD COUNTY DEPARTMENT OF HEALTH AND HUMAN SERVICES - DIVISION OF PUBLIC HEALTH, a body politic and corporate of the State of North Carolina, hereinafter referred to as the “COUNTY,” and SAS INSTITUTE INC, hereinafter referred to as the “CONTRACTOR,” and also collectively referred to as the “Parties.”

W I T N E S S E T H:

WHEREAS, for the purpose and subject to the terms and conditions hereinafter set forth, the COUNTY hereby contracts for the items, goods, service or services of the CONTRACTOR and the CONTRACTOR agrees to provide the items, goods, service or services to the COUNTY in accordance with the terms of this Agreement.

WHEREAS, the COUNTY is need of a data collection service to monitor Public Health programs and identify threats to human health, monitoring communicable disease trends, examining health disparities in subpopulations and tracking program progress, and

WHEREAS, the CONTRACTOR has submitted a proposal to provide such goods and/or services.

NOW, THEREFORE, in consideration of promises mutually exchanged the Parties agree as follows:

- 1. GOODS AND/OR SERVICES.** CONTRACTOR will provide the goods and/or services as set forth in Attachment A, attached hereto and incorporated herein by reference. All items and/or services shall be provided in a competent, workmanlike and professional manner acceptable to the COUNTY. Should there be any discrepancy between the CONTRACTOR'S Attachment A and the Contract's first six (6) pages, the Contract (the first six (6) pages) shall prevail and control.
- 2. TERM.** Unless terminated as provided herein, this Contract shall be in effect for one (1) year, beginning April 30, 2025, and ending April 29, 2026, with the option to extend for two (2), one (1) year renewals at the same pricing and terms and conditions upon mutual written agreement of both Parties.
- 3. PAYMENT AND PRICING.** As full compensation for the CONTRACTOR'S delivery of the goods and/or services, the COUNTY agrees to pay the amounts for the goods and/or services as set out herein and in Attachment A, which is attached hereto and incorporated herein by reference. Payment will be made by the COUNTY to CONTRACTOR within thirty (30) days of receipt of a correct invoice and proper documentation that the goods and/or services have been delivered or provided in accordance with this Contract.

License Period 1	(Committed)	\$204,668.63
License Period 2	(Optional Renewal 1)	\$211,852.25
License Period 3	(Optional Renewal 2)	\$219,266.78

- 4. NOT TO EXCEED CONTRACT.** The maximum financial exposure to the COUNTY under this Contract will not exceed \$204,688.63. Payment will be made only from budgeted funds in accordance with N.C.G.S. Chapter 159.

5. APPROPRIATION. This Contract is subject to annual appropriation of funds by the GUILFORD COUNTY Board of Commissioners or other funding source, pursuant to N.C.G.S. Chapter §153 A-13.

6. AMENDMENTS. The terms of this Agreement may only be modified or revised with a written Contract executed by both Parties.

7. TERMINATION.

TERMINATION WITHOUT CAUSE.

[RESERVED].

TERMINATION FOR CAUSE.

If, through any cause, the CONTRACTOR shall fail to fulfill its obligations under this contract in a timely and proper manner, the COUNTY shall have the right to terminate this Contract by giving written notice to the CONTRACTOR and specifying the effective date thereof. CONTRACTOR shall have thirty (30) days to cure any purported failure to fulfill obligations. In that event, CONTRACTOR shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials, minus any payment or compensation previously made. Notwithstanding the foregoing provision, the CONTRACTOR shall not be relieved of liability to the COUNTY for damages sustained by the COUNTY by virtue of the CONTRACTOR'S breach of this Agreement, and the COUNTY may withhold any payment due the CONTRACTOR for the purpose of setoff until such time as the exact amount of damages due the COUNTY from such breach can be determined.

8. BREACH. If, through any cause, CONTRACTOR or COUNTY ("the breaching party") shall fail to fulfill its obligations under this Contract in a timely and/or proper manner ("breach"), either in whole or in part, and such breach has continued for a period of more than ten (10) days after the other party ("the non-breaching party") has notified the breaching party of such breach, in addition to the right to terminate the Contract upon notice to the breaching party, the non-breaching party shall have all legal, equitable, and administrative rights available under applicable law. Without limiting other remedies, where COUNTY is the non-breaching party COUNTY may: Withhold any payment due CONTRACTOR for the purpose of setoff until such time as the exact amount of damages due COUNTY from such breach can be reasonably determined (at which time that amount shall be deducted from any payment(s) otherwise due to CONTRACTOR) and/or procure the contracted for services or goods from other sources and hold CONTRACTOR responsible for any excess cost occasioned thereby. The filing of a petition for bankruptcy by CONTRACTOR shall constitute an act of breach under this Contract.

9. EQUAL EMPLOYMENT OPPORTUNITIES - AFFIRMATIVE ACTION. GUILFORD COUNTY and the awarded Vendor shall comply with Equal Employment Opportunities (EEO) requirements, and to take affirmative action to ensure that all individuals have an equal opportunity for employment without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, disability, genetic information, or veteran status under the Guilford County EEO Plan, as amended, implemented pursuant to 41 CFR Part 60-2.10(a)(3), 41 CFR §60-741.44(a) and 41 CFR §60-300.44(a), and in accordance with the following laws, as amended: Title VII and Title IX of the Civil Rights Act of 1964; The Equal Pay Act of 1963; Executive Order 11246; the Age Discrimination in Employment Act of 1967; the Rehabilitation Act of 1973, as amended (Section 503); the Americans with Disabilities Act of 1990; the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (VEVRAA); the Civil Rights Restoration Act of 1988; NC General Statutes Chapters 116 and 126 and Title II of the Genetic Information Nondiscrimination Act of 2008, the North Carolina Equal Employment Opportunity Policy effective June 1, 2015, along with all other applicable federal and state laws governing equal employment opportunities.

10. FEDERAL FUNDING – UNIFORM GUIDANCE. The Parties agree that when utilizing federal funding in the performance of this Agreement, the Parties shall comply with all applicable provisions of 2 C.F.R. §200.326 and 2 C.F.R. Part 200, Appendix II, (Uniform Guidance), including, but not limited to: The Equal Employment Opportunity Clause (41 C.F.R. Part 60); Davis-Bacon Act (40 U.S.C. 3141-3148); Copeland “Anti-Kickback” Act (40 U.S.C. §3145, as supplemented by Department of Labor (DOL) regulations, 29 C.F.R. Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”); Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708, as supplemented by DOL regulations at 29 C.F.R., Part 5. See 2 C.F.R. Part 200, Appendix II(E); Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387); Debarment and Suspension (Executive Orders 12549(1986) and 12689(1989) at 2 C.F.R. Part 180 and the DHS’ regulations at 2 C.F.R. Part 3000 (Nonprocurement Debarment and Suspension); Byrd Anti-Lobbying Amendment (31 U.S.C. 1352); Procurement of Recovered Materials (2 C.F.R. Part 200, Appendix II(J) and §200.322); Rights To Inventions by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements (37 C.F.R. Part 401); Record Retention Requirements (2 C.F.R. §200-324); and subsequent amendments, which are incorporated herein by reference. SAS is receiving federal funds under this Agreement as a contractor, per 2 C.F.R. §200.331.

11. NOTICES. All notices pursuant to this Agreement shall be in writing and delivered personally or mailed by certified mail, registered mail, postage prepaid, with return receipt requested, at the addresses appearing below, but each Party may change such address by written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt. Mailed notices will be deemed communicated as of three (3) days after mailing.

Michael Halford, Guilford County Manager
GUILFORD COUNTY
P.O. Box 3427 (zip code 27402)
301 West Market Street
Greensboro, NC 27401

Legal Counsel
SAS INSTITUTE INC
SAS Campus Drive
Cary, NC 27513 USA
Tel: (919) 677-8000
www.sas.com

12. INDEPENDENT CONTRACTOR/INDEMNIFICATION CONTRACTOR shall operate as an independent contractor for all purposes. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between the COUNTY and either the CONTRACTOR or any employee or agent of CONTRACTOR. CONTRACTOR is an independent contractor and not an employee, agent, joint venture or partner of the COUNTY. The Parties agree to each be solely responsible for their own acts or omissions in the performance of each of their individual duties hereunder.

13. ASSUMPTION. SAS may assign the Agreement (1) to any affiliate or (2) to a third party in connection with an acquisition, including any deemed transfer in connection with a merger or stock acquisition. If COUNTY objects to an assignment to a third party in connection with an acquisition, COUNTY may provide written notice to SAS within sixty (60) days of the date of the assignment. In such event, COUNTY will not be required to renew the AGREEMENT for any subsequent annual periods. In the event this Agreement gets assigned to an affiliate or third party which requires the County to

issue payment in a different name or different manner, CONTRACTOR shall provide all relevant financial documentation required by the COUNTY within fifteen (15) days of the Assignment. If transfer or assumption requires that payment by COUNTY be issued to another entity (even in name only) and/or in a different manner, then CONTRACTOR shall provide updated documentation to the COUNTY within 30 days of assignment. If a new W-2 or other financial forms are required by the COUNTY before payment can be issued to the third party/affiliate, the COUNTY shall not be deemed in breach of the payment requirements until any required documents are received prior to payment being issued.

14. SEVERABILITY. If any provision of this Contract is held unenforceable, then such provision will be modified to reflect the Parties' intention. All remaining provisions of this Contract shall remain in full force and effect.

15. FORCE MAJEURE. Neither Party shall be liable to the other Party for any failure or delay caused by events beyond such Party's control and not due to its own negligence, provided that such Party uses commercially reasonable efforts to resume performance as soon as reasonably practicable. The non-performing Party shall notify the other Party of the force majeure event within twenty-four (24) hours of the onset thereof. In the event that a force majeure event precludes CONTRACTOR from performing services and/or providing goods for a period of ten (10) consecutive business days, the COUNTY shall have the right to: (a) procure replacement goods and/or services from an alternative source and/or (b) terminate the Contract or portion(s) of Contract upon written notice to CONTRACTOR.

16. HEADINGS/TITLES/WORDING. Inclusion of titles of paragraphs or section headings, capitalization of certain words or phrases and/or bold face typestyle of certain words or phrases in this Contract are for convenience purposes only and shall not be used to interpret or construe the provisions of this Agreement. The terms "Contract" and "Agreement" have the same meaning and may be used interchangeably throughout this document. The terms "Attachment" and "Exhibit" have the same meaning and may be used interchangeably throughout this document.

17. GUILFORD COUNTY LIABILITY INSURANCE REQUIREMENTS.

WORKERS COMPENSATION: CONTRACTOR agrees to maintain coverage to apply for all employees for statutory limits in compliance with the applicable state and federal laws. The policy must include employer's liability with limits of at least \$1,000,000.00 for each accident, \$1,000,000.00 for each employee, with at least a \$1,000,000.00 aggregate policy limit.

COMMERCIAL PROFESSIONAL LIABILITY: CONTRACTOR does hereby agree to maintain limits of at least \$1,000,000.00 per occurrence, per location, single limit for bodily injury liability and property damage liability, with at least a \$2,000,000.00 aggregate limit, per location. This shall include premises and/or operations, independent contractors, products and/or completed operations, broad form property damage and explosion, collapse and underground damage coverage, and contractual liability endorsement.

BUSINESS AUTO LIABILITY: CONTRACTOR does hereby agree to maintain limits of at least \$1,000,000.00 per accident combined single limit for bodily injury liability and property damage. This should include owned vehicles, plus hired and non-owned vehicles.

COMMERCIAL GENERAL LIABILITY: CONTRACTOR does hereby agree to maintain limits of at least \$1,000,000.00 per occurrence, per location, single limit for bodily injury liability and property damage liability, with a \$2,000,000.00 aggregate limit per location. This shall include premises and/or operations, independent contractors, products and/or completed operations, broad form property damage and explosion, collapse and underground damage coverage, and contractual liability endorsement.

UNDERWRITING, ADDITIONAL INSURED, AND CANCELLATION NOTICE REQUIREMENTS: All insurance shall be written by companies with an AM Best rating "A" or higher. GUILFORD COUNTY shall be named as an additional insured on CONTRACTOR's General and Automobile insurance policies, which shall be primary and not contributory to any other insurance that may be available to the COUNTY. SAS will provide 30 days' prior notice of cancellation, non-renewal, or material reduction in coverage during the term of this Agreement.

MAINTENANCE OF INSURANCE COVERAGE AND RENEWAL DOCUMENTATION: CONTRACTOR original insurance policies or certified copies of policies may be required by COUNTY at any time. Current, valid insurance policies meeting the requirements stated herein shall be maintained for the duration of the Agreement.

Upon request, CONTRACTOR will provide Certificates of Insurance for meeting the required insurance provisions. CONTRACTOR will provide copies of insurance certificate(s) Guilford County Purchasing with their award package.

All insurance documents required under this Contract shall be forwarded to:

GUILFORD COUNTY

Attention: Risk Management

301 West Market Street

Greensboro, NC 27401

Reference: GUILFORD COUNTY CONTRACT NO. **90007197**

With CONTRACTOR'S NAME: SAS INSTITUTE INC

EMAIL: slewis@guilfordcountync.gov

In the event CONTRACTOR fails to maintain and keep in force for the duration of this Contract the insurance required herein, the COUNTY may cancel and terminate this Contract without notice.

18. ENTIRE AGREEMENT. This Contract, including the Exhibits and/or Attachments, if any, sets forth the entire Agreement between the Parties. All prior conversations or writings between the Parties hereto or their representatives are merged within and extinguished. This Contract shall not be modified except by a writing subscribed to by all the Parties.

19. JURISDICTION. The Parties agree that this Contract is subject to the jurisdiction and laws of the State of North Carolina. The CONTRACTOR will comply with bid restrictions, if any, and applicable laws, including N.C.G.S. §143-129(j) regarding E-Verify. Any controversies arising out of this Contract shall be governed by and construed in accordance with the laws of the State of North Carolina.

WITNESS the following signatures and seals all pursuant to authority duly granted, effective as of the day and year first above written.

**GUILFORD COUNTY ON BEHALF OF
THE GUILFORD COUNTY DEPARTMENT
OF HEALTH AND HUMAN SERVICES -
DIVISION OF PUBLIC HEALTH**

SAS INSTITUTE INC

Victor Isler
Assistant Guilford County Manager
Date: _____

ATTEST:

Print Name: Debbie Faircloth
Title: Contract Management Specialist
Date: May 9, 2025

ATTEST: 



Robin B. Keller
Guilford County Clerk to Board
Date: _____

Witness
Print Name: Matthew Montaigne
Date: May 9, 2025

*By signing this, I confirm that Debbie Faircloth is a SAS authorized signatory.

Anita Ramachandran
Guilford County Interim Department Director / Designee
Date: _____



Order Form

SAS Institute Inc. (" SAS ") SAS Campus Drive Cary, NC 27513 USA Tel: (919) 677-8000 www.sas.com		Customer: County of Guilford, NC (" Customer ")	
		Address: 301 W Market St Greensboro NC 27401-2514	
		Taxpayer ID/VAT/GST Number:	Currency: USD

SAS CloudServices

The Subscription Period will begin on the date that SAS notifies the Customer that the System is available for access. However, if this Order Form is for a renewal of a SAS Cloud Offering for which Customer has access to an existing System, the effective date is the day following the end of the prior Subscription Period.

Offering		Pricing Metrics, Quantity and Other Usage Parameters
Hosted Managed Services	SAS will provide the HMS in a System that includes SAS® Viya® and other Software as determined by SAS, which customer may use solely for Customer to monitor public health programs and identify threats to human health, monitoring disease trends, examining health disparities in subpopulations and tracking program progress.	HMS Total Users (11) Authorized SAS Users (11) HMS Concurrent Users (7) HMS Storage (4 TB) HMS Retention Period (2 months) Production Environments (1)

Term and Fees

Term	Fee	Subscription Period
License Period 1	\$204,688.63	√ (Committed)
License Period 2	\$211,852.25	√ (Option)
License Period 3	\$219,266.78	√ (Option)

Invoicing

Fees will be invoiced in advance of each License Period.

Pricing Metrics and Additional Usage Parameters

- **HMS Concurrent Users** – The System infrastructure sizing is based on the maximum number of HMS Total Users who may access the System at any given time during the applicable HMS Period.
- **HMS Retention Period** - The period for which the back-up data will be stored in a single production environment.
- **HMS Storage** - The Fees are based on the amount of data storage for all System environments combined.
- **HMS Total Users** - The System infrastructure sizing is based on the number of Users (not concurrent) who may access the System during the applicable HMS Period.
- **"Production Environment"** means a System environment that Customer may use solely for production purposes.
- **Authorized SAS User** - The Fee is based on the total number of Authorized SAS Users. **"Authorized SAS User"** means an individual User, identified by a unique User ID, who is authorized by Customer to use the Offering for tasks other than solely viewing or interacting with reports created by Authorized SAS Users (**"Reports"**). There is no limit on the number of individuals authorized to view or interact with Reports.
- **Enterprise Use** - For this Order Form, the Territory is global. Users may use the Offering for the benefit of Customer and its Related Entities, subject to the applicable Pricing Metric. The Pricing Metric quantity is determined by combining the quantity associated with Customer and its Related Entities benefitting from the use of the Offering. If Customer expands the use of the Offering to benefit additional Related Entities, Customer will notify SAS of any increase to the Pricing Metric quantity and pay any applicable additional Fees.

How this Order Form Works*

This Order Form is governed by and incorporates the following documents. All documents are listed in order of precedence, and are collectively referred to as the **"Agreement"**:

Document	Location*
This Order Form	Not Applicable

Document	Location*
Hosted Managed Services Addendum	https://www.sas.com/addendum-hms
Hosted Managed Services Service Level Warranty Addendum	https://www.sas.com/sl-w-hms
SAS Universal Terms	https://www.sas.com/universal-terms

*This Order Form supersedes and replaces Order Form 2021-000112 and transfers the Offerings to this Order Form.

The individual signing or accepting this Order Form must have the authority to bind Customer to the Agreement.

Accepted on behalf of Customer by

Full Name:

Date Accepted:

SAS INTERNAL USE:

6465230 COMIT

19162200 OPPORTUNITY

MDM031325