

STATE OF VERMONT CONTRACT SUMMARY AND CERTIFICATION ----- Form AA-14 (8/22/11)

Note: All sections required. Incomplete forms will be returned to department.

I. CONTRACT INFORMATION:

Agency/Department: Auditor of Accounts/ Contract #: 23700 Amendment #: 3
 Vendor Name: KPMG LLP VISION Vendor No: 12873
 Vendor Address: PO BOX 564, BURLINGTON, VT 05402-0564
 Starting Date: 4/1/2013 Ending Date: 06/30/2018 Amendment Date: 1/8/2015
 Summary of agreement or amendment: additional audits related to federal programs and out of scope items on the Financial Statement Audits for year ending June 30th, 2014.

II. FINANCIAL INFORMATION

Maximum Payable: \$7,219,900.00 Prior Maximum: \$ 6,392,700.00 Prior Contract # (If Renewal):
 Current Amendment: \$389,280.00 Cumulative amendments: \$ 827,200.00 % Cumulative Change: 13 %
 Business Unit(s): 1250; ; - [notes:] VISION Account(s): 507100;

III. PERFORMANCE INFORMATION

Does this Agreement include Performance Measures tied to Outcomes and/or financial reward/penalties? Yes No
 Estimated Funding Split: G-Fund % S-Fund % F-Fund % GC-Fund % Other 100 %

IV. PUBLIC COMPETITION

The agency has taken reasonable steps to control the price of the contract or procurement grant and to allow qualified organizations to compete for the work authorized by this contract. The agency has done this through:
 Standard bid or RFP Simplified Bid Sole Sourced Qualification Based Selection Statutory

V. TYPE OF AGREEMENT & PERFORMANCE INFORMATION

Check all that apply: Service Personal Service Architect/Engineer Construction Marketing
 Information Technology Other, describe:

VI. SUITABILITY FOR CONTRACT FOR SERVICE

Yes No n/a If this is a Personal Service contract, does this agreement meet all 3 parts of the "ABC" definition of independent contractor? (See Bulletin 3.5) If NO, then contractor must be paid through Payroll

VII. CONTRACTING PLAN APPLICABLE:

Are one or more contract or terms & conditions provisions waived under a pre-approved Contracting Plan? Yes No

VIII. CONFLICT OF INTEREST

By signing below, I certify that no person able to control or influence award of this contract had a pecuniary interest in its award or performance, either personally or through a member of his or her household, family, or business.

Yes No Is there an "appearance" of a conflict of interest so that a reasonable person may conclude that this party was selected for improper reasons: (If yes, explain)

IX. PRIOR APPROVALS REQUIRED OR REQUESTED

Yes No Agreement must be approved by the Attorney General under 3 VSA §311(a)(10) (personal service)
 Yes No I request the Attorney General review this agreement as to, form
 No, already performed by in-house AAG or counsel: _____ (initial)
 Yes No Agreement must be approved by the Comm. of DII; for IT hardware, software or services and
 Telecommunications over \$100,000
 Yes No Agreement must be approved by the CMO; for Marketing services over \$15,000
 Yes No Agreement must be approved by Comm. Human Resources (privatization and retiree contracts)
 Yes No Agreement must be approved by the Secretary of Administration

X. AGENCY/DEPARTMENT HEAD CERTIFICATION; APPROVAL

I have made reasonable inquiry as to the accuracy of the above information:

Date: 1/22/15 Agency / Department Head
 Date: 1-30-15 Approval by Attorney General
 Date: _____ Agency Secretary or Other Department Head (if required)
 Date: _____ Approved by Commissioner of Human Resources
 Date: _____ CIO Date: _____ CMO Date: _____ Secretary of Administration

2015-00839

CONTRACT AMENDMENT

CONTRACTOR: KPMG LLP
CONTRACT #: #23700
CONTRACT DATES: April 1, 2013 through June 30, 2018
AMENDMENT NO: #3
AMENDMENT DATE: January 8, 2015

Contract No. 23700 dated April 1, 2013 through June 30, 2018 between KPMG LLP and the State Auditor's Office, is hereby amended to 1) reflect an estimate of additional professional staff hours incurred by KPMG LLP for audit work performed for the year ending June 30, 2014; and 2) add language to Section 3 of Attachment B.

Attachment B: is hereby amended to increase the all-Inclusive Maximum Price for Services to \$7,219,900; Original \$6,392,700; Amendment #1 \$0.00; Amendment #2 \$437,920; and Amendment #3 \$389,280.00. The fee schedule assumptions incorporated into Attachment B are amended as follows: 3) Subject to the provisions of the Standard Contract for Personal Services, if programs in excess of 15 included in the base price or other work are added to this contract, the potential adjustments will be subject to negotiation between the Auditor's Office and the Contractor.

Attachment C: to remain in effect as negotiated in original contract per "Attachment D - Other Contract Provisions"

Taxes Due to the State: Contractor further certifies under the pains and penalties of perjury that, as of the date this contract amendment is signed, the Contractor is in good standing with respect to, or in full compliance with a plan to pay, any and all taxes due the State of Vermont.

Except as modified by this Amendment #3, all other provisions of the original contract, as amended by Amendment #1 and Amendment #2, remain in full force and effect.

By the **STATE OF VERMONT:**

by the **CONTRACTOR:**

Date: 2/4/15

Date: 2/18/15

Signature: [Signature]

Signature: [Signature]

Douglas R. Hoffer
Auditor of Accounts

Name/Title: [Signature]
Contractor: **KPMG LLP**