

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

I. CONTRACT INFORMATION:

Agency/Department: AUDITOR OF ACCOUNTS/ Contract #: 23700 Amendment #: 4
 Vendor Name: KPMG LLP VISION Vendor No: 12873
 Vendor Address: PO BOX 564, BURLINGTON, VT 05402-0564
 Starting Date: 4/1/2013 Ending Date: 6/30/2018 Amendment Date: 3/1/2016

Summary of agreement or amendment: ADDITIONAL AUDITS RELATED TO FEDERAL PROGRAMS AND OUT OF SCOPE ITEMS ON THE FINANCIAL STATEMENT AUDITS FOR YEAR ENDING JUN 30TH 2015

II. FINANCIAL INFORMATION

Maximum Payable: \$7,790,235.00 Prior Maximum: \$ 7,219,900.00 Prior Contract # (If Renewal):
 Current Amendment: \$570,335.00 Cumulative amendments: \$ 1,397,535.00 % Cumulative Change: 22.00 %
 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 100.00 %

III. 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

IV. TYPE OF AGREEMENT & PERFORMANCE INFORMATION

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

V. 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

VI. CONTRACTING PLAN APPLICABLE:

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

VII. 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)

VIII. 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

IX. AGENCY/DEPARTMENT HEAD CERTIFICATION; APPROVAL

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

3/4/16 J.R.V. Date Agency / Department Head
 3-10-16 [Signature] Date Agency Secretary or Other Department Head (if required)
 Date Approval by Attorney General Date Approved by Commissioner of Human Resources
 24/16 [Signature] Date Secretary of Administration

2016-01825

FEB 29 2016

STATE OF VERMONT
STATE AUDITOR'S OFFICE
CONTRACT AMENDMENT

CONTRACTOR: KPMG LLP
CONTRACT #: 23700
AMENDMENT NO: #4
DATE: 03/01/2016
SUBJECT: Contract Increase request of \$570,335

Contract #23700, entered into by the State Auditor's Office, on behalf of the State of Vermont, and by KPMG LLP is amended as follows:

1. **Maximum Amount.** The maximum amount payable under this contract, wherever such references to the maximum amount appear in said contract shall be changed from \$7,219,900 to \$7,790,235. An increase amount of \$570,335.
2. **Contract Term.** The end date wherever such references appear in said contract and its attachments, is unchanged and remains from April 1, 2013 to June 30, 2018.
3. **Attachment A, Scope of Work.** The scope of work remains unchanged. See memo dated March 30, 2016 to Justin Johnson, Secretary of Administration, through Andy Pallito, Commissioner of Finance & Management.
4. **Attachment B, Payment Provisions.** The terms of the original contract as amended by Amendment #3 remain unchanged and allow for additional billing as summarized below:

○ Original	\$6,392,700
○ Amendment #1)	\$ 0
○ Amendment #2)	\$ 437,920
○ Amendment #3)	\$ 389,280
○ Amendment #4)	\$ 570,335
○ Total	\$7,790,235

5. **Attachment C:** to remain in effect as negotiated in original contract per Attachment D – Other Contract Provisions”.
6. **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.
7. **Certification Regarding Suspension or Debarment:**
Contractor certifies under the pains and penalties of perjury, as of the date this contract amendment is signed, neither Party nor Party’s principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in federal programs, or programs supported in whole or in part by federal funds. Party further certifies under pains and penalties of perjury that, as of the date that this Amendment is signed, Party is not presently debarred, suspended, nor named on the State’s debarment list at: <http://bgs.vermont.gov/purchasing/debarment>.

Except as modified by this Amendment #4, and all previous amendments to include Amendments Number 1, 2 and 3, all provisions of the original contract remain in full force and effect.

The signatures of the undersigned Parties indicate that each has read this **Amendment #4** to **Contract #23700** in its entirety and agrees to be bound by the provisions enumerated therein.

STATE OF VERMONT

Name: J.R. [Signature]
 Title: VT STATE AGENT
 Date: 4/6/16

CONTRACTOR

Name: [Signature]
 Title: Partner
 Date: 4/6/16