

Note: All sections must be completed. Incomplete forms will be returned to originating department.

**I. CONTRACT INFORMATION:**

Agency/Department: Auditor of Accounts/ **Contract #:** 23700 **Amendment #:** 5  
 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:** 2/1/2017  
**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 30 2016,7,219,

**II. FINANCIAL & ACCOUNTING INFORMATION**

Maximum Payable: \$7,219,900.00 Prior Maximum: \$ 8,200,085 Prior Contract # (If Renewal):  
 Current Amendment: \$409,850.00 Cumulative amendments: \$ 1,807,385.00 % Cumulative Change: 28.00  
**Business Unit(s):** ; ; - [notes: ] **VISION Account(s):** ;  
 Estimated  % GF  % SF  % EF  % Other  
 Funding Split:  % TF  % GC  % FF  SARF (name)

**III. PROCUREMENT & PERFORMANCE INFORMATION (section A & B)**

A. The agency has taken reasonable steps to control the price of the contract and to allow qualified organizations to compete for the work authorized by this contract. The agency has done this through:  
 Standard Bid/RFP  Simplified  Sole Source  Qualification Based Selection  Statutory  
 B. Contract includes performance measures/guarantees to ensure the quality and/or results of the service?  Yes  No

**IV. TYPE OF AGREEMENT (select all that apply)**

Personal Service  Construction  Arch/Eng.  Marketing  Info. Tech.  Prof. Service  Data Use  
 Non-Personal Service  Retiree/Former SOV EE  Financial Trans  Zero-Dollar  Privatization  Other  
 Commodity

**V. SUITABILITY FOR CONTRACT FOR SERVICE**

Yes  No  n/a Does this contract meet the federal determination of an Independent Contractor? If "NO", the contractor must be set up and paid on payroll through the VTHR system.

**VI. CONTRACTING PLAN APPLICABLE**

Is any element of this contract subject to a pre-approved Agency/Dept. Contracting Waiver Plan?  Yes  No

**VII. CONFLICT OF INTEREST**

By signing below, I (Agency/Dept. Head) 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 Certified by the Attorney General under 3 V.S.A. § 342 (sign line #4 below)  
 Yes  No I request the Attorney General review this agreement As To Form: \_\_\_\_\_ (AAG initial)  
 Yes  No Agreement must be approved by the Comm. of DII/CIO: for IT hardware, software or services and Telecommunications over \$500,000  
 Yes  No Agreement must be approved by the CMO: for Marketing services over \$25,000  
 Yes  No Agreement must be approved by Comm. Human Resources: for Privatization, Retirees & Former Employees  
 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 (sign in order):  
 2/1/17 J. R. [Signature] JOSE HOFFER - State Auditor  

1-Date	1-Agency/Department Head	2-Date	2-Agency Secretary (if required)		
2-7-17					
3a-Date	3a-CIO	3b-Date	3b-CMO	3c-Date	3c-Commissioner DHR
2-7-17					
4-Date	4-Attorney General	5-Date	5-Secretary of Administration		
		2/24/17			

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STATE OF VERMONT  
STATE AUDITOR'S OFFICE  
CONTRACT AMENDMENT

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CONTRACTOR: KPMG LLP  
CONTRACT #: 23700  
AMENDMENT NO: #5  
DATE: January 31, 2017  
SUBJECT: Contract Increase request of \$409,850

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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 \$7,790,235 to \$8,200,085. An increase amount of \$409,850.
- 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.
- 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:

o Original	\$6,392,700
o Amendment #1	\$ 0
o Amendment #2	\$ 437,920
o Amendment #3	\$ 389,280
o Amendment #4	\$ 570,335
o Amendment #5	\$ 409,850
o Total	<u>\$8,200,085</u>

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 #5, and all previous amendments to include Amendments Number 1, 2, 3 and 4 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 #5** to **Contract #23700** in its entirety and agrees to be bound by the provisions enumerated therein.

**STATE OF VERMONT**

Name: J. R. U  
 Title: VT STATE AUDITOR  
 Date: 3/20/17

**CONTRACTOR**

Name: [Signature]  
 Title: Partner  
 Date: 4/3/17