

STATE OF VERMONT CONTRACT SUMMARY AND CERTIFICATION ----- Form AA-14 (7/1/2016)

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

I. CONTRACT INFORMATION:

Agency/Department: Auditor of Accounts/
 Vendor Name: KPMG LLP Contract #: 23700 Amendment #: 6
 Vendor Address: PO Box 564, Burlington, VT 05402-0564 VISION Vendor No: 12873
 Starting Date: 4/1/2013 Ending Date: 6/30/2018 Amendment Date: 2/6/2018
 Summary of agreement or amendment:

II. FINANCIAL & ACCOUNTING INFORMATION

Maximum Payable: \$8,403,405.00 Prior Maximum: \$ 8,200,085 Prior Contract # (If Renewal):
 Current Amendment: \$203,320.00 Cumulative amendments: \$ 2,010,705.00 % Cumulative Change: 31%
 Business Unit(s): 1250; ; - [notes:] VISION Account(s): 507100;
 Estimated Funding Split: % GF % SF % EF % Other
 % TF % GC % PF 100.00 % 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):

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

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2018-00997

STATE OF VERMONT
STATE AUDITOR'S OFFICE
CONTRACT AMENDMENT

CONTRACTOR: KPMG LLP
CONTRACT #: 23700
AMENDMENT NO: #6
DATE: February 6, 2018
SUBJECT: Contract Increase request of \$203,320

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 \$8,200,085 to \$8,403,405. An increase amount of \$203,320.
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 charges included in this amendment are for out-of-scope work, which the contract allows. See memo dated February 6, 2018, to Susanne Young, Secretary of Administration for additional details on billing (attached).
4. **Attachment B, Payment Provisions.** The terms of the original contract as amended by Amendment #5 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 Amendment #6	\$ 203,320 ✓
o Total	<u>\$8,403,405</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 #6, and all previous amendments to include Amendments Number 1, 2, 3, 4, and 5 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 #6 to Contract #23700 in its entirety and agrees to be bound by the provisions enumerated therein.

STATE OF VERMONT

CONTRACTOR

Name: D. Hoffer
Doug Hoffer

Name: [Signature]

Title: Vermont State Auditor

Title: Partner

Date: 2/6/18

Date: 2/26/18