

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

**I. CONTRACT INFORMATION:**

Agency/Department: Auditor of Accounts/ **Contract #: 35793 Amendment #: #7**  
**Vendor Name:** McSoley McCoy & Co **VISION Vendor No: 301563**  
 Vendor Address: 118 Tilley Drive, Suite 202, S. Burlington, VT 05403  
**Starting Date:** 7/1/2024 **Ending Date:** 7/31/2024 **Amendment Date:** 6/14/2024  
**Summary of agreement or amendment:** Extension of contract for one month, no change in cost

**II. FINANCIAL & ACCOUNTING INFORMATION**

Maximum Payable: \$329,550.00 Prior Maximum: \$ 329,550.00 Prior Contract # (If Renewal):  
 Current Amendment: \$ Cumulative amendments: \$ % Cumulative Change:  
**Business Unit(s):** 1250; ; - [notes: ] **VISION Account(s): 507600;**  
 Estimated Funding Split:  % GF  % SF  % EF  % Other  
 % TF  % GC  % FF Direct billed to sheriffs (name)

**III. PROCUREMENT & PERFORMANCE INFORMATION**

A. Identify applicable procurement process utilized.  
 Standard Bid/RFP  Simplified  Sole Source (See B.)  Qualification Based Selection  Statutory  
 B. If Sole Source Contract, contract form includes self-certification language?  Yes  N/A  
 C. 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  
 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 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 Attorney General review As To Form is required (\$25,000 and above) or otherwise requested: \_\_\_\_\_ (AAG initial)  
 Yes  No Agreement must be approved by the Secretary of ADS/CIO  
 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, & if a Contract fails the IRS test.  
 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):  
 6/12/2024 *DocuSigned by: Doug Hoffer*

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

**STATE OF VERMONT  
CONTRACT # 35793  
AMENDMENT #7**

It is hereby agreed by and between the State of Vermont, State Auditor’s Office (the "State") and McSoley McCoy & Co., with a principal place of business in South Burlington, Vermont (the "Contractor") that the contract between them originally dated as of July 1, 2018, Contract #35793 as amended to date, (the “Contract”) is hereby amended as follows:

- I. **Contract Term.** The Contract end date, wherever such reference appears in the Contract, shall be changed from June 30, 2024 to July 31, 2024.

**Taxes Due to the State.** Contractor 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.

**Certification Regarding Suspension or Debarment.** Contractor certifies under the pains and penalties of perjury that, as of the date this contract amendment is signed, neither Contractor nor Contractor’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.

Contractor further certifies under pains and penalties of perjury that, as of the date this contract amendment is signed, Contractor is not presently debarred, suspended, nor named on the State’s debarment list at: <http://bgs.vermont.gov/purchasing-contracting/debarment>

The contract is subject to [Attachment C – Standard State Provisions for Contracts and Grants](#), as revised on December 2, 2023.

This contract amendment consists of 1 page. Except as modified by this Amendment #7, all provisions of the Contract remain in full force and effect.

The signatures of the undersigned indicate that each has read and agrees to be bound by this Amendment #7 to Contract #35793.

STATE OF VERMONT

CONTRACTOR NAME

DocuSigned by:  
  
By: \_\_\_\_\_  
611ECBED5A6346B...

DocuSigned by:  
  
By: \_\_\_\_\_  
D41168A7F52C429...

Name: Doug Hoffer

Name: Tom Stretton

Title: State Auditor

Title: Partner, McSoley McCoy & Co.

Date: 6/12/2024

Date: 6/12/2024