MINNESOTA

State of Minnesota Professional and Technical Services Master Contract

SWIFT Contract No.: 0000000000000000000295019
Master Contract T-Number: 2402A

This Master Contract is between the State of Minnesota, acting through its **Commissioner of Administration** ("State") and **CONEXIG, LLC,** whose designated business address is **801 Travis Street, Suite 2101, Houston, TX 77002** ("Contractor"). State and Contractor may be referred to jointly as "Parties."

Recitals

1. Under Minn. Stat. § 15.061 the State is empowered to engage such assistance as deemed necessary.
2. The State is in need of **Construction Auditing Services;**
3. State issued a solicitation identified as Construction Auditing Services, on **July 18, 2023** for **Construction auditing services including but not limited to auditing of construction costs for work done under the Construction Manager at Risk project delivery method**. Continuously Open RFP ("Solicitation");
4. Consultant provided a response to the Solicitation indicating its interest in and ability to provide the goods or services requested in the Solicitation; and
5. The Consultant represents that it is duly qualified and agrees to perform all services described in this master contract and performed under work order contracts to the satisfaction of the State.
6. Subsequent to an evaluation in accordance with the terms of the Solicitation and negotiation, the Parties desire to enter into a contract.

Accordingly, the Parties agree as follows:

Master Contract

1. Term of Master Contract

1.1 ***Effective Date***: The date the State obtains all required signatures under Minn. Stat. § 16C.05, subd. 2, whichever is later. **The Consultant must not accept work under this Master Contract until this Master Contract is fully executed and the Consultant has been notified by the State's Authorized Representative that it may begin accepting Work Order Contracts.**

1.2 ***Work Order Contracts.*** The term of work under work order contracts issued under this master contract may not extend beyond the expiration date of this master contract.

1.3 ***Expiration Date*****: September 30, 2028.**

1.4 ***Survival of Terms.*** The following clauses survive the expiration or cancellation of this master contract and all work order contracts: Indemnification; State Audits; Government Data Practices and Intellectual Property; Publicity and Endorsement; Governing Law, Jurisdiction, and Venue; and Data Disclosure.

2. Scope of Work

The Consultant, who is not a state employee, may be requested to perform any of the following services under individual work order contracts:

The Scope of Work for this master contract may include one or all of the following as described. A complete detailed description of required work will be furnished in each work order contract issued.

The goals of the project audit are:

- Cost management
- Risk identification and management
- Financial control
- Identify and minimize overcharges on the project
- Reduce litigation risk through better project control and information

A. Contract Compliance Audit:

1. Test and monitor controls per the base contract, the State's General Conditions, and any applicable amendments.
2. Review payment applications.
3. Test for contract compliance
4. Test and evaluate change orders
5. Identify potential overcharges and recommend action to the Owner
6. Recommend control improvements during the audit process
7. Visit the site at least every three months during periods of major activity.

B. Contract Compliance Audit services should include but are not limited to:

1. Verification of all project costs incurred by the contractor, including proper payroll, overhead, and administrative costs.
    - Craft & Staff Labor hours, wages and / or stipulated rates charged to the construction project (including compliance with Davis-Bacon Act prevailing wage laws).
    - Labor Burden costs such as employee benefits, Federal & State Unemployment Insurance, workers' compensation, and other labor burden cost elements charged to the project.
    - Materials & Equipment costs charged to the project.
    - Subcontractors' costs charged to the project.
    - Contractor Owned Equipment Rentals charged to the project.
    - Small Tools and other construction costs charged to the project.
    - General Liability and other insurance costs charged to the project.
    - Home Office Overhead costs charged to the project.
    - Fees and mark-ups of any kind charged to the project.
    - Bond expenses

2. Verification of proper sales and use tax charges.
3. Verification of proper math and methods used by the contractor to develop the final billing, including proper credits for discounts or refundable deposits.
4. Verification that proper bidding procedures were followed for subcontractors.
5. Reconciliation of all alternates and allowances.
6. Verification that all costs charged to the job were incurred for this job and that any unused materials or tools are properly credited to the owner.
7. Reconciliation of the "guaranteed maximum" and "savings that accrue to the Owner" per the contract.
8. Verification of all change order costs to confirm that:

    - None are base scope-related;
    - All change order calculations are applied accurately per the terms of the contract
    - When appropriate, calculations are based upon actual costs, not "estimates".
9. Verification of proper contingency use and documentation per the contract
10. Final project cost reconciliation.
11. Support during negation for adjustments based on audit findings.

12. Review of financial reports submitted by the CM.

C. Project Close-Out Audit:

1. Determine if obligations to subcontractors and suppliers have been satisfied
2. Review back-charges and buy-outs
3. Identify potential overcharges and recommend action to the Owner
4. Reconcile final billing and verify final billing accuracy
5. Provide final report to the owner with any recommendations for action

D. Special Tasks

1. Tasks that utilize the special skills and experience of the construction auditor. This may include, but are not limited to:
   - Review of specific construction cost proposals (Supplemental Agreements). May be a part of a project that otherwise is not being reviewed by construction auditor.
   - Review of construction contracts and cost control procedures for the purpose of refining or special tailoring of requirements so as to facilitate auditing and construction cost control after those documents are put into use.
   - Review of any other costs charged by a contractor or vendor.
   - Assistance with negotiations over proposed costs.

E. Other related services

The Consultant understands that only the receipt of a fully executed work order contract authorizes the Consultant to begin work under this master contract. Any and all effort, expenses, or actions taken before the work order contract is fully executed is not authorized under Minnesota Statutes and is undertaken at the sole responsibility and expense of the Consultant. A sample work order contract is attached and incorporated into this master contract as Exhibit A.

The Contractor understands that this master contract is not a guarantee of a work order contract. The State has determined that it may have need for the services under this master contract, but does not commit to spending any money with the Consultant.

3. Representations and Warranties

3.1 Under Minn. Stat. §§ 15.061 and 16C.03, subd. 3, and other applicable law the State is empowered to engage such assistance as deemed necessary.

3.2 Consultant warrants that it is duly qualified and shall perform its obligations under this Contract in accordance with the commercially reasonable standards of care, skill, and diligence in Consultant's industry, trade, or profession, and in accordance with the specifications set forth in this Contract, to the satisfaction of the State.

3.3 Consultant warrants that it possesses the legal authority to enter into this Contract and that it has taken all actions required by its procedures, by-laws, and applicable laws to exercise that authority, and to lawfully authorize its undersigned signatory to execute this Contract, or any part thereof, and to bind Consultant to its terms.

4. Time

The Consultant must comply with all the time requirements described in work order contracts. In the performance of work order contracts, time is of the essence.

5. Consideration and Payment

5.1 Consideration. The State will pay for all services satisfactorily performed by the Consultant for all work order contracts issued under this master contract. The total compensation of all work order contracts may not exceed **$2,000,000.00**. All costs will follow the Consultant's fee schedule attached as **Exhibit B** and incorporated into this agreement. The Consultant may revise its fee schedule **once a year after the execution**

date of this Agreement. However, hourly rates may not exceed a **3%** increase each year. Revised fee schedules meeting the requirements of this section will be effective on the date received by the State.

Travel Expenses. There is no allowable travel or other reimbursable expenses for travel to Projects located **within 100 miles** roundtrip of the Responder's office location (accumulative mileage to and from site), the State ***will not*** pay for travel time. All such expenses are included in the Consultant's fee schedule of hourly rates. On projects located **over 100 miles** round trip of the Responder's office location, the State ***will*** pay for travel time and Reimbursable Expenses per day for all work days (Monday through Sunday and State Holidays).

Reimbursable Expenses: The State reserves the right to modify the allowable reimbursable expenses prior to execution of Work Order Contracts. In the event expenses are reimbursed, they shall be reimbursed in the same manner and in no greater amount than provided in the current "*Nonrepresented Employees Compensation Plan*" promulgated by the Commissioner of Minnesota Management and Budget, which is incorporated in the contract by reference. A copy of the Nonrepresented Employees Compensation Plan is available on the Web at: https://mn.gov/mmb/employee-relations/labor-relations/labor/nonrepresented-employees-compensation-plan.jsp .

The Consultant will not be reimbursed for travel and subsistence expenses incurred outside Minnesota unless it has received the State's prior written approval for out-of-state travel. Minnesota will be considered the home state for determining whether travel is out of state. If during the course of the work, it is determined that subconsultant(s) are needed, their costs, when approved by the State's Project Manager, will be negotiated as an additional service at one (1.0) times Responder's cost.

5.2 Payment

5.2.1 ***Invoices.*** The State will promptly pay the Consultant after the Consultant presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices must be submitted timely no more frequently than monthly.

5.2.2 **Retainage.** Under Minn. Stat. § 16C.08, subd. 2(10), no more than 90 percent of the amount due under any work order contract may be paid until the final product of the work order contract has been reviewed by the State's agency head. The balance due will be paid when the State's agency head determines that the Consultant has satisfactorily fulfilled all the terms of the work order contract.

6. Conditions of Payment.

All services provided by the Consultant under a work order contract must be performed to the State's satisfaction, as determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Consultant will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state, or local law.

7. Authorized Representatives and Project Managers

The State's Authorized Representative for this master contract is Samantha Hicks, Contracts Specialist, 651.201.2389 or Eric Radel, Project Operations Manager, 651.201.2380 his/her successor, and has the responsibility to monitor the Consultant's performance.

The State's Project Manager will be identified in each work order contract.

The Consultant's Authorized Representative is **Felipe A. Isore Gutierrez, Founder & Managing Partner, 786.570.0186**. If the Consultant's Authorized Representative changes at any time during this master contract, the Consultant must immediately notify the State.

The Consultant's Project Manager will be identified in each work order contract.

8. Assignment, Amendments, Waiver, and Contract Complete

8.1 Assignment. The Consultant may neither assign nor transfer any rights or obligations under this master contract or any work order contract without the prior consent of the State and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this master contract, or their successors in office.

8.2 Amendments. Any amendment to this master contract or any work order contract must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original contract, or their successors in office.

8.3 Waiver. If the State fails to enforce any provision of this master contract or any work order contract, that failure does not waive the provision or its right to enforce it.

8.4 Contract Complete. This master contract and any work order contract contain all negotiations and agreements between the State and the Consultant. No other understanding regarding this master contract or work order contract, whether written or oral, may be used to bind either party.

9. Termination

9.1 Termination for Convenience. The State or Commissioner of Administration may cancel this Master Contract and any Work Order Contract at any time, with or without cause, upon 30 days' written notice to the ***Consultant***. Upon termination for convenience, the Consultant will be entitled to payment, determined on a pro rata basis, for services or goods satisfactorily performed or delivered.

9.2 Termination for Breach. The State may terminate this Master Contract and any Work Order Contract, with cause, upon 30 days' written notice to Consultant of the alleged breach and opportunity to cure. If after 30 days, the alleged breach has not been remedied, the State may immediately terminate the Contract.

9.3 Termination for Insufficient Funding. The State may immediately terminate this Master Contract and any Work Order Contract if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services addressed within this Contract. Termination must be by written notice to the Consultant. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Consultant will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that dedicated funds are available. The State will not be assessed any penalty if the Contract is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the ***Consultant*** notice of the lack of funding. This notice will be provided within a reasonable time of the State's receiving notice.

10. Force Majeure

Neither party shall be responsible to the other or considered in default of its obligations within this Master Contract and any Work Order Contract to the extent that performance of any such obligations is prevented or delayed by acts of God, war, riot, disruption of government, or other catastrophes beyond the reasonable control of the party unless the act or occurrence could have been reasonably foreseen and reasonable action could have been taken to prevent the delay or failure to perform. A party relying on this provision to excuse performance must provide the other party prompt written notice of the inability to perform and take all necessary steps to bring about performance as soon as practicable.

11. Indemnification

11.1 In the performance of this Master Contract and any Work Order Contract, the Indemnifying Party must indemnify, save, and hold harmless the State, its agents, and employees, from any claims or causes of action, including attorney's fees incurred by the State, to the extent caused by Indemnifying Party's:

- Intentional, willful, or negligent acts or omissions; or
- Actions that give rise to strict liability; or
- Breach of contract or warranty.

The Indemnifying Party is defined to include the Consultant, Consultant's reseller, any third party that has a business relationship with the Consultant, or Consultant's agents or employees, and to the fullest extent permitted by law. The indemnification obligations of this section do not apply in the event the claim or cause of action is the result of the State's sole negligence. This clause will not be construed to bar any legal remedies the Indemnifying Party may have for the State's failure to fulfill its obligation under this Contract.

11.2 Nothing within this Master Contract and any Work Order Contract, whether express or implied, shall be deemed to create an obligation on the part of the State to indemnify, defend, hold harmless or release the Indemnifying Party. This shall extend to all agreements related to the subject matter of this Contract, and to all terms subsequently added, without regard to order of precedence.

12. Governing Law, Jurisdiction, and Venue

Minnesota law, without regard to its choice-of-law provisions, governs this master contract and all work order contracts. Venue for all legal proceedings out of this master contract and/or any work order contracts, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

13. Government Data Practices and Intellectual Property

The Consultant and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, (or, if the State contracting party is part of the Judicial Branch, with the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court as the same may be amended from time to time) as it applies to all data provided by the State under this Master Contract and any Work Order Contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Consultant under this Master Contract and any Work Order Contract. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data governed by the Minnesota Government Practices Act, Minn. Stat. Ch. 13, by either the Consultant or the State.

If the Consultant receives a request to release the data referred to in this clause, the Consultant must immediately notify and consult with the State's Authorized Representative as to how the Consultant should respond to the request. The Consultant's response to the request shall comply with applicable law.

14. Foreign Outsourcing of Work Prohibited.

All services under this Master Contract and any Work Order Contract shall be performed within the borders of the United States. All storage and processing of information shall be performed within the borders of the United States. This provision also applies to work performed by all subconsultants.

15. Payment to Subconsultants

(If applicable) As required by Minnesota Statute§ 16A.1245, the prime Consultant must pay all subconsultants, less any retainage, within 10 calendar days of the prime Consultant's receipt of payment from the State for undisputed services provided by the subconsultant(s) and must pay interest at the rate of one and one-half percent per month or any part of a month to the subconsultant(s) on any undisputed amount not paid on time to the subconsultant(s).

16. Data Disclosure

Under Minnesota Statute § 270C.65, Subdivision 3 and other applicable law, the Consultant consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state laws which could result in action requiring the Consultant to file state tax returns, pay delinquent state tax liabilities, if any, or pay other state liabilities.

17. Government Data Practices.

The Consultant and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, (or, if the State contracting party is part of the Judicial Branch, with the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court as the same may be amended from time to time) as it applies to all data provided by the State under this Master Contract and any Work Order Contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Consultant under this Master Contract and any Work Order Contract. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data governed by the Minnesota Government Practices Act, Minn. Stat. Ch. 13, by either the Consultant or the State.

18. Intellectual Property Rights.

18.1 Definitions. For the purpose of this Section, the following words and phrases have the assigned definitions:

18.1.1 “Documents” are the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by the Consultant, its employees, agents, or subConsultants, in the performance of this Master Contract and any Work Order Contract.

18.1.2 “Pre-Existing Intellectual Property” means intellectual property developed prior to or outside the scope of this Master Contract and any Work Order Contract, and any derivatives of that intellectual property.

18.1.3 “Works” means all inventions, improvements, discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by the Consultant, its employees, agents, and subConsultants, either individually or jointly with others in the performance of this Master Contract and any Work Order Contract. “Works” includes Documents.

18.2 Ownership. The State owns all rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and service marks in the Works and Documents created and paid for under this Master Contract and any Work Order Contract. The Documents shall be the exclusive property of the State and all such Documents must be immediately returned to the State by the Consultant upon completion or cancellation of this Master Contract and any Work Order Contract. To the extent possible, those Works eligible for copyright protection under the United States Copyright Act will be deemed to be “works made for hire.” The Consultant assigns all right, title, and interest it may have in the Works and the Documents to the State. The Consultant must, at the request of the State, execute all papers and perform all other acts necessary to transfer or record the State’s ownership interest in the Works and Documents.

18.3 Pre-existing Intellectual Property. Each Party shall retain ownership of its respective Pre-Existing Intellectual Property. The Consultant grants the State a perpetual, irrevocable, non-exclusive, royalty free license for Consultant’s Pre-Existing Intellectual Property that are incorporated in the products, materials, equipment, deliverables, or services that are purchased through the Master Contract and any Work Order Contract.

18.4 Obligations.

18.4.1 Notification. Whenever any invention, improvement, or discovery (whether or not patentable) is made or conceived for the first time or actually or constructively reduced to practice by the Consultant, including its employees and subConsultants, in the performance of this Master Contract and any Work Order Contract, the Consultant will immediately give the State’s Authorized Representative written notice thereof, and must promptly furnish the State’s Authorized Representative with complete information and/or disclosure thereon.

18.4.2 Representation. The Consultant must perform all acts, and take all steps necessary to ensure that all intellectual property rights in the Works and Documents are the sole property of the State, and that neither Consultant nor its employees, agents, or subConsultants retain any interest in and to the Works and Documents. The Consultant represents and warrants that the Works and Documents do not and will not infringe upon any intellectual property rights of other persons or entities.

18.4.3 Indemnification. Notwithstanding any other indemnification obligations addressed within this Master Contract and any Work Order Contract, the Consultant will indemnify; defend, to the extent permitted by the Attorney General; and hold harmless the State, at the Consultant's expense, from any action or claim brought against the State to the extent that it is based on a claim that all or part of the Works or Documents infringe upon the intellectual property rights of others. The Consultant will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages, including but not limited to, attorney fees. If such a claim or action arises, or in the Consultant's or the State's opinion is likely to arise, the Consultant must, at the State's discretion, either procure for the State the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing works or documents as necessary and appropriate to obviate the infringement claim. This remedy of the State will be in addition to and not exclusive of other remedies provided by law.

19. Copyright.
The Consultant shall save and hold harmless the State of Minnesota, its officers, agents, servants and employees, from liability of any kind or nature, arising from the use of any copyrighted or noncopyrighted compositions, secret process, patented or nonpatented invention, article or appliance furnished or used in the performance of the Master Contract and any Work Order Contract.

20. State Audits
Under Minnesota Statute§ 16C.05, subdivision 5, the Consultant's books, records, documents, and accounting procedures and practices relevant to any work order contract are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this master contract.

21. Contingency Fees Prohibited.
Pursuant to Minn. Stat. § 10A.06, no person may act as or employ a lobbyist for compensation that is dependent upon the result or outcome of any legislation or administrative action.

22. Non-discrimination (in accordance with Minn. Stat. § 181.59).
The Consultant will comply with the provisions of Minn. Stat. § 181.59.

23. Affirmative Action Requirements
The State intends to carry out its responsibility for requiring affirmative action by its Consultants.

23.1 Covered Contracts and Consultants. If the Contract exceeds $100,000 and the Consultant employed more than 40 full-time employees on a single working day during the previous 12 months in Minnesota or in the state where it has its principle place of business, then the Consultant must comply with the requirements of Minnesota Statute § 363A.36 and Minnesota Rule Parts 5000.3400-5000.3600. A Consultant covered by Minnesota Statute § 363A.36 because it employed more than 40 full-time employees in another state and does not have a certificate of compliance, must certify that it is in compliance with federal affirmative action requirements.

23.2 Minnesota Statute § 363A.36. Minnesota Statute § 363A.36 requires the Consultant to have an affirmative action plan for the employment of minority persons, women, and qualified disabled individuals approved by the Minnesota Commissioner of Human Rights ("Commissioner") as indicated by a certificate of compliance. The law addresses suspension or revocation of a certificate of compliance and contract consequences in that event. A contract awarded without a certificate of compliance may be voided.

23.3 Minnesota Rule Parts 5000.3400-5000.3600.

23.3.1 General. Minnesota Rule Parts 5000.3400-5000.3600 implement Minnesota Statute § 363A.36. These rules include, but are not limited to, criteria for contents, approval, and implementation of affirmative action plans; procedures for issuing certificates of compliance and criteria for determining a Consultant's compliance status; procedures for addressing deficiencies, sanctions, and notice and hearing; annual compliance reports; procedures for compliance review; and contract consequences for non-compliance. The specific criteria for approval or rejection of an affirmative action plan are contained in various provisions of Minnesota Rule Parts 5000.3400-5000.3600 including, but not limited to, parts 5000.3420-5000.3500 and 5000.3552-5000.3559.

23.3.2 Disabled Workers. The Consultant must comply with the following affirmative action requirements for disabled workers.

AFFIRMATIVE ACTION FOR DISABLED WORKERS

23.3.2.1 The Consultant must not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Consultant agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled persons without discrimination based upon their physical or mental disability in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

23.3.2.2 The Consultant agrees to comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.

23.3.2.3 In the event of the Consultant's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with Minnesota Statutes Section 363A.36, and the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.

23.3.2.4 The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the commissioner of the Minnesota Department of Human Rights. Such notices must state the Consultant's obligation under the law to take affirmative action to employ and advance in employment qualified disabled employees and applicants for employment, and the rights of applicants and employees.

23.3.2.5 The Consultant must notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Consultant is bound by the terms of Minnesota Statutes Section 363A.36, of the Minnesota Human Rights Act and is committed to take affirmative action to employ and advance in employment physically and mentally disabled persons.

23.3.3 Consequences. The consequences for the Consultant's failure to implement its affirmative action plan or make a good faith effort to do so include, but are not limited to, suspension or revocation of a certificate of compliance by the Commissioner, refusal by the Commissioner to approve subsequent plans, and termination of all or part of this contract by the Commissioner or the State.

23.3.4 Certification. The Consultant hereby certifies that it is in compliance with the requirements of Minnesota Statute§ 363A.36 and Minnesota Rule Parts 5000.3400-5000.3600 and is aware of the consequences for noncompliance.

24. Workers' Compensation and Other Insurance

Consultant certifies that it is in compliance with all insurance requirements specified in Exhibit D1.

Further, the Consultant certifies that it is in compliance with Minnesota Statute§ 176.181, subdivision 2, pertaining to workers' compensation insurance coverage. The Consultant's employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees or agents and any claims made by any third party as a consequence of any act or omission on the part of these employees or agents are in no way the State's obligation or responsibility.

The State agrees to waive the Workers' Compensation insurance requirement for the Consultant, based on documentation demonstrating exemption under Minnesota Statute § 176.041.

The State further agrees to waive the requirement for Commercial Automobile Liability insurance, as the Consultant is not required to operate vehicles in connection with providing services under the Master Contract for Construction Auditing Services.

25. Publicity and Endorsement

25.1 Publicity. Any publicity regarding the subject matter of a work order contract must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Consultant individually or jointly with others, or any subconsultants, with respect to the program, publications, or services provided resulting from a work order contract.

25.2 Endorsement. The Consultant must not claim that the State endorses its products or services.

26. E-Verify Certification (In accordance with Minn. Stat. §16C.075)

For services valued in excess of $50,000, Consultant certifies that as of the date of services performed on behalf of the State, Consultant and all its subconsultants will have implemented or be in the process of implementing the federal E-Verify program for all newly hired employees in the United States who will perform work on behalf of the State. Consultant is responsible for collecting all subconsultant certifications and may do so utilizing the E-Verify Subconsultant Certification Form available at http://www.mmd.admin.state.mn.us/doc/EverifySubCertForm.doc. All subconsultant certifications must be kept on file with Consultant and made available to the State upon request.

27. Certification of Nondiscrimination (In accordance with Minn. Stat. § 16C.053)

The following term applies to any contract for which the value, including all extensions, is $50,000 or more: Consultant certifies it does not engage in and has no present plans to engage in discrimination against Israel, or against persons or entities doing business in Israel, when making decisions related to the operation of the vendor's business. For purposes of this section, "discrimination" includes but is not limited to engaging in refusals to deal, terminating business activities, or other actions that are intended to limit commercial relations with Israel, or persons or entities doing business in Israel, when such actions are taken in a manner that in any way discriminates on the basis of nationality or national origin and is not based on a valid business reason.

28. Schedule of Exhibits

The following exhibits are attached and incorporated into this Master Contract.

Exhibit A: Sample Work Order
Exhibit B: Fee Schedule
Exhibit C: Consultant's Qualifications
Exhibit D:
1. State Insurance Requirements
2. Consultant Certificate of Insurance
3. Consultant Worker's Comp & Auto Liability Statement

Exhibit E: Workforce and Equal Pay Declaration
Exhibit F: Certification Regarding Lobbying
Exhibit G: Not Used
Exhibit H: Not Used
Exhibit I: Affidavit of Noncollusion

Distribution:
Consultant
Agency
State's Authorized Representative

State Encumbrance Verification

Individual certifies that funds have been encumbered as required by Minn. Stat. §§ 16A.15 and 16C.05

Print Name: Julie C. Ouradnik

DocuSigned by:

Signature: Julie C Ouradnik

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Title: Accounting Technician Date: August 13, 2026

SWIFT Contract No. **295019/T#2402A**

Real Estate and Construction

With delegated authority

Print Name: Eric Radel

DocuSigned by:

Signature: Eric Radel

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Title: Construction Ops Mgr Date: August 13, 2026

CONEXIG, LLC

The Contractor certifies that the appropriate person has executed the Contract on behalf of the Contractor as required by applicable articles, bylaws, resolutions, or ordinances.

Print Name: Felipe A. Isore Gutierrez

DocuSigned by:

Signature: Felipe A. Isore Gutierrez

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Title: Managing Partner Date: August 13, 2026

Commissioner of Administration

As delegated to The Office of State Procurement

Print Name: Sherry Van Horn

DocuSigned by:

Signature: Sherry Van Horn

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Title: Contracts Specialist Date: August 17, 2026

Admin ID:

Exhibit A

MINNESOTA

State of Minnesota Professional and Technical Services Work Order Contract

SWIFT Contract Number:_____________
Master Contract T-Number:___________

This Work Order Contract is between the State of Minnesota, acting through its Commissioner of Administration, **Real Estate and Construction Services, 309 Administration Building, 50 Sherburne Ave., St. Paul, MN 55155** ("State") and [Contractor] whose designated business address is [Contractor's business address] ("Contractor"). This Work Order Contract is issued under the authority of Master Contract T-Number [####], SWIFT Contract Number [####], and is subject to all provisions of the Master Contract which is incorporated by reference.

Contract

1. **Term of Contract**
   1.1 **Effective date.** The date the State obtains all required signatures under Minn. Stat. § 16C.05, subd. 2. **The Contractor must not being work under this contract until this contract is fully executed and the Contractor has been notified by the State's Authorized Representative to begin work.**

   1.2 **Expiration date.** [Spell out full date (e.g., March 31, 2020)], or until all obligations have been satisfactorily fulfilled, whichever occurs first.

2. **CONSULTANT's Duties**

The CONSULTANT shall perform all duties described in this Contract to the satisfaction of the State.

The CONSULTANT, who is not a state employee, will perform [FILL IN BRIEF DESCRIPTION OF CONSULTANT DUTIES], including the duties identified in attached Exhibit [A], dated [Month Day, Year], which is incorporated by reference and made a part of this Work Order. No terms and conditions of the CONSULTANT's proposal will be construed to modify, diminish or derogate the terms and conditions of this Work Order.

3. **Consideration and Payment**
   3.1 Consideration. The State will pay for all services performed by the CONSULTANT under this work order contract as follows:

      3.1.1 **Compensation**. Compensation in an amount not to exceed [## CONSULTANT FEE], as provided in attached Exhibit [A], dated [Month Day, Year] which is incorporated by reference and made a part of this Work Order and in accordance with Master Contract No. [Master Contract T-Number [####], SWIFT Contract Number [####]], fee schedule on file with the STATE.

      3.1.2 **Travel Expenses**. Reimbursement for travel and subsistence expenses actually and necessarily incurred by the Contractor as a result of this Work Order Contract will not exceed $[##]. In the event these expenses are reimbursed, they shall be reimbursed in the same manner and in no greater amount than provided in the current "Nonrepresented Employees Compensation Plan" promulgated by the Commissioner of Minnesota Management and Budget, which is incorporated in the contract by reference. A copy of the Nonrepresented Employees Compensation Plan is available on the Web at: https://mn.gov/mmb/employee-relations/labor-relations/labor/nonrepresented-employees-compensation-plan.jsp . The CONSULTANT will not be reimbursed for travel and subsistence expenses incurred outside Minnesota unless it has received the State's prior written approval for out-of-state travel. Minnesota will be considered the home state for determining whether travel is out of state.

3.1.3 **Total Obligation**. The total obligation of the State for all compensation and reimbursements to the Contractor under this Work Order Contract will not exceed $[##]. [This must be the combined total of compensation and travel expenses, if applicable.]

3.2 **Invoices**. The State will promptly pay the CONSULTANT after the CONSULTANT presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced service, pursuant to clause 4.2 of Master Contract [Master Contract T-Number [####], SWIFT Contract Number [####]]. Invoices must be submitted timely and according to the following schedule:

CONSULTANT shall use the STATE's "Pay Request Form for Consultant" to request payment for services. Pay Request Forms shall identify hours worked, services performed, and detailed information on reimbursable expenses. A Pay Request Form shall be submitted monthly for work completed and shall be marked as a partial or final billing. A copy of the Pay Request Form is available on the Web at: http://mn.gov/admin/business/vendor-info/construction-projects/manuals-guidelines-forms/forms/index.jsp

4. **Project Managers/Authorized Representative:**

The STATE's Authorized Representative for the purposes of administration of this work order is [name, telephone number]. Such representative shall have final authority for acceptance of CONSULTANT's services and if such services are accepted as satisfactory, shall so certify on each invoice submitted for payment.

The CONSULTANT's Authorized Representative for the purposes of administration of this Work Order is [name, telephone number]. If the CONSULTANT's Project Manager changes at any time during this work order contract, the CONSULTANT must immediately notify the State.

5. If the final product of the contract is a written report, the Consultant must file a copy with the State of Minnesota Legislative Reference Library in accordance with Minnesota Statute 16C.08 Sub. 6. One (1) electronic copy (Word, PDF, URL) to reports@lrl.leg.mn and two (2) print copies to:

Legislative Reference Library
645 State Office Bldg.
100 Rev. Dr. MLK Jr. Blvd.
St. Paul, MN 55155

[IF CONTRACT WILL EXCEED $50,000, THE FOLLOWING CLAUSE MUST BE INCLUDED if not already included in Master Contract:]

Certification of Nondiscrimination (In accordance with Minn. Stat. § 16C.053)

The following term applies to any contract for which the value, including all extensions, is $50,000 or more: Contractor certifies it does not engage in and has no present plans to engage in discrimination against Israel, or against persons or entities doing business in Israel, when making decisions related to the operation of the vendor's business. For purposes of this section, "discrimination" includes but is not limited to engaging in refusals to deal, terminating business activities, or other actions that are intended to limit commercial relations with Israel, or persons or entities doing business in Israel, when such actions are taken in a manner that in any way discriminates on the basis of nationality or national origin and is not based on a valid business reason.

IN WITNESS WHEREOF, the parties have caused this Work Order to be duly executed intending to be bound thereby.

[The number of signatures required for your work order depends on the number required by the Department of Administration's master contract certification form.]

Exhibit B - HOURLY FEE SCHEDULE

RFP: CONSTRUCTION AUDITING SERVICES

STATE OF MINNESOTA – REAL ESTATE AND CONSTRUCTION SERVICES (RECS)

RESPONDER: CONEXIG LLC

In association with:

- ResX, PC
- RECREATE-ISB LLC

1. PRICING APPROACH

CONEXIG LLC proposes the following fully burdened hourly rates for Construction Auditing Services. The proposed team combines construction audit, contract compliance, project controls, governance, internal audit, fraud examination, and construction cost expertise through a senior-led delivery model designed to provide the State with experienced resources while maintaining cost efficiency.

The rates below include ordinary business overhead, supervision, quality assurance, project management, communications, software, technology, and administrative support required to perform the services.

The proposed pricing structure allows the State to utilize personnel at the appropriate level of experience based on the complexity, risk, and size of each assignment.

2. HOURLY RATE SCHEDULE

Classification	**Hourly Rate**
Project Executive / Senior Construction Audit Advisor	$395.00
Construction Audit Director	$375.00
Senior Construction Auditor	$325.00
Construction Auditor	$275.00
Staff Auditor / Analyst	$225.00

Classification	Hourly Rate
Administrative Support	$125.00

Key Personnel

Individual	Position	Hourly Rate
Felipe A. Isore Gutierrez	Project Executive / Senior Construction Audit Advisor	$395.00
James T. Schmid	Senior Construction Audit Advisor	$395.00
Richard E. Evans	Governance and Controls Advisor	$350.00
Other auditors	Senior Construction Auditors	$175.00

3. TYPICAL BLENDED RATE

Based on CONEXIG's expected staffing mix for typical construction audit assignments, the estimated blended rate is:

$325.00 per hour

The actual blended rate may vary depending on the complexity of the engagement, the level of expertise required, and the staffing composition approved under the applicable Work Order.

4. RATE ASSUMPTIONS

The hourly rates above are fully burdened and include:

- Direct labor
- Project management
- Internal supervision
- Internal quality control review
- Internal technical consultation
- Routine communications
- Software and technology costs

- Administrative support
- Office overhead
- General business expenses

The State will only be invoiced for actual hours worked in support of authorized Work Orders.

5. BILLING TERMS

1. Billing shall be based upon actual hours incurred in performance of authorized Work Orders.
2. Time shall be recorded and invoiced in increments consistent with CONEXIG's standard timekeeping practices.
3. Invoices shall identify:
    - Work Order number;
    - Personnel performing the work;
    - Hours worked;
    - Applicable billing rate;
    - Description of services performed.
4. Supporting documentation shall be maintained and provided upon request.
5. CONEXIG shall serve as the single point of accountability for all services provided by CONEXIG LLC, ResX, PC, and RECREATE-ISB LLC.

6. TRAVEL AND REIMBURSABLE EXPENSES

Travel expenses shall only be billed if expressly authorized by the State under an individual Work Order and only to the extent permitted by the Master Contract.

No routine travel charges, administrative charges, proposal preparation costs, business development expenses, overhead surcharges, technology surcharges, or similar indirect costs will be separately invoiced.

7. RATE VALIDITY

The proposed hourly rates shall remain firm for the initial contract term unless modified in accordance with the provisions of the State of Minnesota Master Contract.

8. CERTIFICATION

CONEXIG LLC certifies that the hourly rates proposed herein represent its best pricing for the services contemplated by the State of Minnesota Construction Auditing Services Master Contract and include all ordinary costs required to perform the services in accordance with the solicitation requirements.

Respectfully submitted,

CONEXIG LLC

Felipe A. Isore Gutierrez
Founder and Managing Partner / CEO

Exhibit C - Qualifications Proposal

State of Minnesota
Real Estate and Construction Services (State)
Qualifications and General Requirements Information

Do not use forms other than those provided herein. The forms provided indicate what information is desired and the format in which it is to be presented. When filling out this form, refer back to the specific items asked under the Scoring Criteria section of the RFP.

1.0 Project Information

State's project name of the project for which this form is being submitted.

a. Project Name (from RFP): **Construction Auditing Services**

2.0 Responding Firms Information

Provide legal name and address and contact person information on the prime firm that is responding to the RFP. If the firm is forming a joint venture or an association with other firm(s) for this project, insert: "in association with" or "in joint venture with" and name the firm(s). Provide addresses of joint venture or associate firm in the section number 4.0 below.

List the name, title, and telephone number of the principal who will serve as the point of contact. Such an individual must be empowered to speak for the responding firm on policy and contractual matters and should be familiar with the programs and procedures of responding firm.

a. Responder's Name & Address (include 9 digit zip code):CONEXIG, LLC, 801 Travis Street, Suite 2101, Houston, Texas 77002, in association with ResX, PC and RECREATE-ISB LLC
b. County of responder's location:Harris County, Texas
c. Responder's State Vendor Number:32082608020
d. Date firm was established:02/20/2020
e. Name, title & telephone number person signing proposal (see section 10.0):Felipe A. Isore Gutierrez, Founder and Managing Partner / CEO, +1 (786) 570-0186
f. Responder's (contact) telephone number:888-213-8012
g. Responder's Fax Number:n/a
h. Responder's Email Address:felipegutierrez@conexig.com

3.0 Statement that responder is in agreement with the State's Master Contract for Construction Audit Services: CONEXIG LLC has read and agrees to the State of Minnesota Standard Master Contract and Master Contract Work Order for Construction Auditing Services.

4.0 Responding Firms Interest and Availability

Responder's should provide statements on the Responder and team's interest and availability to promptly perform the services called for in the RFP.

a. Responder's statement of interest to perform the services as indicated in the RFP:CONEXIG LLC is highly interested in providing Construction Auditing Services to the State of Minnesota. The CONEXIG team combines construction audit, contract compliance, project controls, fraud examination, internal audit, governance, and public-sector experience supporting owners, infrastructure agencies, public institutions, and large capital programs. We understand the State's objective of strengthening cost management, financial control, risk identification and management, overcharge prevention, and litigation-risk reduction through better project control and information. The team is prepared to support construction audits for projects delivered through CM-at-Risk, Design-Build, Design-Bid-Build, and other delivery models. The proposed team includes James T. Schmid of ResX, PC, a senior construction audit advisor with prior experience supporting Minnesota State institutions, including the Minnesota Trial Courts Information System and the University of Minnesota Hospital, and Richard Evans of RECREATE-ISB LLC, a CIA, CISA, CRMA and principal of a certified Veteran-Owned Small Business and Service-Disabled Veteran-Owned Small Business providing governance, controls, and compliance support.

b. Responder's statement on availability to start work promptly within 24 hours upon execution of contract and to promptly deliver services: CONEXIG can mobilize within twenty-four (24) hours of authorization and maintains sufficient staffing capacity to perform services throughout Minnesota. Key personnel are immediately available and supported by additional specialized resources in construction auditing, cost verification, payment application review, change order analysis, contract compliance, project controls, internal audit, governance, and risk management.

c. Responder's statement on ability to work on multiple projects simultaneously: CONEXIG routinely supports multiple concurrent engagements across the United States and internationally. Through a scalable staffing model combining senior construction auditors, project controls specialists, fraud examination professionals, internal auditors, and governance professionals, CONEXIG can perform multiple assignments simultaneously while maintaining consistent senior oversight, quality control, documentation discipline, and responsiveness to State project managers.

5.0 Proposed Team and Qualifications/Experience of Responder

a. Name and Position of Individual James T. Schmid, Managing Director, ResX, PC / Senior Construction Audit Advisor

- Has individual worked with Responder before? Yes ☒ No ☐
- Number of audits for projects with construction cost exceeding $5 Million dollars Hundreds of construction contract compliance audits and related construction audit, cost review, and forensic accounting assignments, including numerous projects exceeding $5 million in construction cost.
- What is the largest audit, in terms of construction cost this individual has participated in? (Please provide project details, challenges, how challenges were approached, and the outcome of the overall audit.) Construction audit and oversight engagements associated with major capital

programs exceeding $5 billion, with more than $25 billion in aggregate capital project audit and oversight experience across institutional owners, public entities, utilities, healthcare systems, universities, infrastructure owners, and large commercial developments.

- What is the most challenging audit this individual has worked on? (Please describe what made this project most challenging, how challenges were approached) Jim led a complex construction contract compliance audit for a large institutional owner involving multiple contractors, subcontractors, change orders, self-performed work, equipment charges, overhead allocations, and cost-reimbursable provisions. The engagement required detailed testing of labor, equipment, materials, subcontractor charges, markups, indirect cost allocations, and compliance with contract allowability requirements across numerous construction packages. The audit identified unsupported costs, control weaknesses, and billing inconsistencies that had not been detected through routine project oversight. The engagement delivered value by improving cost transparency, strengthening owner controls, supporting negotiations with contractors, identifying cost recovery opportunities, and helping ensure project funds were spent in accordance with contractual requirements and construction audit best practices.

List at least four audits completed within the last five years that exceed the above construction cost, that are for public or large institutional clients. Also list Construction Cost, Owner, Duration of Audit, Contracting Model (CM at Risk, Design/Build, Design/Bid/Build, Other – Describe)

Project	Owner	Duration of Audit	Construction Cost	Contracting Model
1. Construction Contract Compliance Audit	Major Institutional Owner (Confidential)	2 years	> $100 million	CM-at-Risk
2. Construction Cost Verification and Change Order Audit	Major Healthcare System (Confidential)	2 years	> $250 million	Design-Build
3. Construction Contract Compliance Review	Major University System (Confidential)	18 months	> $150 million	Design-Bid-Build
4. Construction Cost Recovery and Contract Audit	Large Public Infrastructure Owner (Confidential)	2 years	>$500 million	CM-at-Risk
5.				

b. Name and Position of Individual Felipe A. Isore Gutierrez, Founder and Managing Partner / Project Executive

- Has individual worked with Responder before? Yes ☒ No ☐
- Number of audits for projects with construction cost exceeding $5 Million dollars More than 100 construction audits, project governance reviews, contract compliance audits, project controls assessments, risk reviews, fraud investigations, and construction cost/damages evaluations involving projects exceeding $5 million.
- What is the largest audit, in terms of construction cost this individual has participated in? (Please provide project details, challenges, how challenges were approached, and the outcome of the overall audit.) Felipe participated in and led audit, project governance, risk, and controls reviews involving major capital programs up to approximately $14 billion, including mining, infrastructure, transportation, energy, utilities, real

estate, and public-sector projects. His largest relevant assignment involved a mining and steel expansion program in Brazil where the review assessed project governance, scope management, schedule management, budget and cost control, risk and issue management, and contract and procurement management across a major capital expansion program.

- What is the most challenging audit this individual has worked on? (Please describe what made this project most challenging, how challenges were approached) Felipe led a construction audit and project governance review commissioned by the Audit Committee of the Board of a publicly listed mining company in connection with a major expansion project. The engagement was initially focused on evaluating whether project development practices, land acquisition controls, governance procedures, and internal controls were being properly applied. During the audit, significant control deficiencies and unusual land acquisition activities were identified. A deeper review of the audit findings ultimately uncovered evidence of executive misconduct involving undisclosed interests in properties expected to benefit from the planned expansion. The engagement expanded into a sensitive fraud investigation involving document review, stakeholder interviews, governance assessment, and evaluation of related-party and conflict-of-interest concerns. The work delivered substantial value to the hiring entity by identifying governance weaknesses, protecting the project from financial and reputational exposure, supporting Board-level decision-making, and leading to strengthened land acquisition, compliance, and project oversight controls.

List at least four audits completed within the last five years that exceed the above construction cost, that are for public or large institutional clients. Also list Construction Cost, Owner, Duration of Audit, Contracting Model (CM at Risk, Design/Build, Design/Bid/Build, Other – Describe)

Project	Owner	Duration of Audit	Construction Cost	Contracting Model
1. FPSO Construction and Charter Cost / Quantum Review	Petrobras / Transpetro-related shipyard matter	2 years	Approx. $1.5 billion	Charter contract with EPCI
2. Bahamas Bimini island infrastructure development program	RAV Bahamas	10 months	Approx. $750 million	Design-Bid-Build
3. Real Estate Multi-family program development	Millenia Capital	6 months	Approx. $ 1 bilion	Design-Build
4. Training HUB facility construction	UBER Technologies	12 months	Approx. $18 million	EPC
5. Luxury Hotel / Resort Development Review, Florida Keys	Prime Homebuilders	12 months	Approx. $500 million	EPC

Felipe A. Isore Gutierrez

Founder and Managing Partner
Houston, TX – USA.
+1 786 570 0186
felipegutierrez@conexig.com

PROFILE

Felipe is the Founder and Managing Partner of CONEXIG. He has 23 years of experience in providing risk, internal audit, management and expert services. He went from trainee to partner at KPMG (Brazil, Australia and South Africa) and was a SVP/ partner with Hill International, Inc/HKA before launching CONEXIG. He was responsible for the successful launch of consulting practices for leading consulting firms across Latin America and the USA. Felipe has extensive experience in internal auditing, risk, fraud, compliance and dispute resolution services. Felipe has worked in more than 16 countries helping clients in the public, private and multilateral sectors across the Americas, Europe, Africa, and Oceania.

Felipe directed several consulting projects for both owners and contractors on relevant issues in their infrastructure and construction projects and processes at any point in their life cycles: from conception, modeling, to construction, close-out and operation. His experience includes working for clients in a wide variety of industries including mostly government and infrastructure, energy / power and utilities, oil and gas, mining, metals, and real estate.

Felipe carried out and directed several reports related to consultancies, internal audit and expert opinions, including matters related to risks, fraud, management and dispute resolution services. Felipe advised multiple boards' audit and risk committees and their C-level on relating to their strategic and operational risks through the results of well implemented multi-year internal audit audit plans. Felipe has presented the results of these internal audits both through internal audit reports and face-to-face presentations and has provided valuable recommendations for process improvement to help mitigate strategic and operational risks.

Felipe has conducted internal audits for matters such as: ITGC (IT General Controls), Strategic Balanced Score Card, Order-to-Procurement, CAPEX control, risk management, Crisis Management, Disaster Recovery, Business Resiliency & Continuity Planning, Construction and Modernization Projects, Human Resource Processes & Systems, asset management, and many others.

Recognized globally, Felipe serves as a regularly speaking leader at international events focused on infrastructure, engineering, construction, fraud and legal communities. In addition, Felipe has been recognized, annually since 2015, by the global community of construction attorneys and peers as one of the best consulting professionals and expert witnesses in the construction industry ("Who's Who Legal" and “Leaders’League” publications).

EDUCATION

LLM in Construction and Arbitration Law (United Kingdom, Scotland)	2015-2019
Postgraduate in Construction and Infrastructure Law (Brazil)	2014-2015
Bachelor of Accounting (Brazil)	2012-2014
Master of Economics (Netherlands / France)	2001-2003
Bachelor courses in Economics (Brazil)	1996-2000

CERTIFICATIONS, REGISTRATIONS, LICENSES

CPA licensed in Brazil, National Accounting Board (CRC-SP: 1SP299650)

Approved member, National Registry of Accounting Experts, Brazilian Accounting Council (6437)

CIA: Certified Internal Auditor, Institute of Internal Auditors (70631)

CFE: Certified Fraud Examiner, Association of Certified Fraud Examiner (863039)

CRMA: Certification of Risk Management Assurance, Institute of Internal Auditors (1700)

CCA: Certified Construction Auditor, National Association of Construction Auditors (A15051)

NKR: Certificate of Cost Engineering, Brazilian Institute of Cost Engineers, IBEC-ICEC (2015 00171-3)

MCIArb: Approved Member, CIArb (Chartered Institute of Arbitrators) (36727)

MRICS: Approved Member, UK Royal Institution of Chartered Surveyors (RICS) (6502904)

PROFESSIONAL MEMBERSHIPS

IIA (Institute of Internal Auditors)

ACFE (Association of Certified Fraud Examiners)

NACA (National Association of Construction Auditors)

AACE (Association for the Advancement of Cost Engineering)

ALDEC (Latin American Association for Construction Law)

CIArb (Chartered Institute of Arbitrators)

SELECT AUDIT AND FRAUD EXPERIENCE

INFRASTRUCTURE

Metro and water and sewerage: risks, fraud investigations and audit services, Panama

Led the performance of operational, financial and contract management audits on behalf of a large contractor in the construction of a subway line and a water and sewage treatment plant. Both were multi-million-dollar CAPEX projects.

Metro and bridge: risks, fraud investigations and audit services, Venezuela

He led the performance of operational, financial and contract management audits on behalf of a large contractor in the construction of a subway line and an 11 km bridge. Both were multi-million-dollar CAPEX projects.

POWER/ENERGY

Wind energy: Expert witness services, Brazil, (2015-2017)

Felipe provided quality control consulting services to a group of experts (HKA team) who worked on a wind power plant dispute resolved through CAM-CCBC arbitration in Brazil. The disputed issues involved resolving the contractor's default issues that were alleged to have resulted in delays and additional costs. The HKA customer was the owner who defended himself against the construction contractor's claims ($ 35 million total construction contract and the claim was an additional $ 25 million).

Biofuel project plants: post-construction, risk, fraud investigations and consulting services, Brazil, 2012.

3 biofuel plants in Brazil. The services included contractual audits in which aspects of project compliance, claims and risks were identified and measured.

Wind energy: risks, fraud and management, Brazil and the Dominican Republic, 2010.

Two wind power plants, Brazil Construction projects consisting of contractual audits in which compliance issues, claims and risks of the project were identified and measured. (capital expenditures: $ 1 billion).

Transmission line: Services related to dispute resolution, Peru, 2013.

This evaluation was for the independent review of an extension of time and related additional costs claimed by the contractor. This transmission line was attached to a large new ethanol plant.

Transmission line: Services related to dispute resolution, Uruguay, 2014.

This was an independent evaluation of a time extension and related additional costs claimed by the contractor. The claim was successfully negotiated and resolved by our client, the contractor, based on our expert report.

Hydroelectric: Dispute advisory services, Maranhão, Brazil, 2010.

Felipe led the quantum evaluation of the costs associated with the direct cost of labor, as well as the allocation of general office costs and other costs assigned to the project by the national contractor in the joint venture created to build the plant. The other company that joined the joint venture was an international contractor who abandoned the job. The project consisted of the construction of a hydroelectric power station dam with a total CAPEX of approximately BRL 1 billion. CESTE project.

Small Hydroelectric: Risk, fraud investigations and management consulting services, Brazil, 2011.

3 small (between 1 MW and 30 MW) Hydroelectric Project Plants Construction projects, Brazil. The services included contractual audits in which aspects of project compliance and risk were identified and evaluated.

Hydroelectric power station: Services for the resolution of disputes, Peru, 2013-2014.

He was part of a team of experts that evaluated a claim of USD100 million for the owner in the construction of a new plant. As a result of our report, the contractor resolved the case.

OIL AND GAS

Gas Station: services related to dispute resolution, USA, 2019-2019.

Felipe was the party appointed Quantum expert on a dispute / claims related to cost overruns resolved through a Texas court. The amounts in dispute exceeded $ 20 million. The parties involved the general contractor, a large Gas Pipeline Company (operator), and a national relevant owner. The project involved the rehabilitation of a compressor station that had an explosion accident and the extension of the plant. The case settled after was preliminary expert report was submitted to mediation.

Oil extraction and refining: dispute resolution, USA, 2019-2019.

Felipe was the accounting and finance party appointed expert in a $ 1.5 billion dispute / claim related to the alleged damages suffered by a Canadian operator. The assets were several oil and gas refining and pumping stations in Libya that had been attacked by ISIS (terrorist organization).

FPSO: Quantum Services on Additional Cost Claims, 2012.

Felipe was hired by the Estaleiro Atlantico Sul (EAS) shipyard in 2012 to direct the quantum evaluation of the costs associated with overtime and the loss of productivity of direct labor, as well as the excess costs of importing articles. Lead lengths that were implemented in the assembly and construction of the lower hull of FPSO P55 (EAS 'client was PNBV). These costs were incurred between January 2008 and January 2012.

Refinery: Services related to dispute resolution, Brazil, 2016-2018.

Felipe was a party appointed Quantum expert in an EOT and cost overrun dispute resolved through local arbitration. The amounts in dispute were higher than BRL 100 million. Dispute amongst a large Brazilian owner against a Brazilian contractor in the construction of the coke plant contract, within the largest Brazilian refinery. The disputed matters were presented in an expert report and in an arbitral tribunal. Interrogations were made of the other party's lawyer and by the arbitrational panel. The experts had the opportunity to discuss their technical points of view through a hot tubbing section. The hearings took place in Sao Paulo (Brazil), in Portuguese, under the CAM-CCBC rules.

Gas distribution plants: Services related to dispute resolution, Peru, 2014.

Led a party-appointed team of experts in delivering EOT and evaluating costs overruns in an arbitration court for claims worth $ 20 million in the construction of 2 gas distribution plants: the Arbitration Center of the Lima Chamber of Commerce was the seat venue.

Refinery: Services related to dispute resolution, Peru, 2014.

He led a team that delivered as an expert team designated by the party an EOT review of a USD 4 million claim resolved through arbitration at the Lima Chamber of Commerce Arbitration Center.

Pipeline: Services related to dispute resolution, Chile, 2018.

He was a leader designated by Quantum Expert and Team, who worked for the owner, in a claim related to a water pipe resolved through arbitration at CAM Santiago. Total claims exceed USD 50 million (Chile). The hearings were held in Spanish.

LANGUAGES

Portuguese (native); English (fluent); Spanish (fluent) and French (advanced).

c. Name and Position of Individual Richard E. Evans, CIA, CISA, CRMA – Principal, RECREATE-ISB LLC / Governance and Controls Advisor

- Has individual worked with Responder before? Yes ☐ No ☒
- Number of audits for projects with construction cost exceeding $5 Million dollars More than 50 financial, operational, IT, SOX, internal control, and compliance audits; construction-specific audit support will be provided under CONEXIG and ResX construction audit leadership.
- What is the largest audit, in terms of construction cost this individual has participated in? (Please provide project details, challenges, how challenges were approached, and the outcome of the overall audit.) Richard has led and supported major internal audit, SOX, IT controls, enterprise risk management, and governance reviews in regulated environments, including energy, finance, nonprofit, and public-sector-adjacent organizations. For this engagement, his role is not proposed as lead construction auditor; he will provide governance, controls, documentation quality, audit discipline, and risk assessment support under the construction audit leadership of CONEXIG and ResX.
- What is the most challenging audit this individual has worked on? (Please describe what made this project most challenging, how challenges were approached) Richard has led complex internal control and technology risk engagements involving significant deficiencies, material weakness remediation, audit methodology design, SOX readiness, IT control environments, and enterprise risk frameworks. His value to the State is the ability to strengthen audit planning, documentation quality, control testing, risk ranking, evidence sufficiency, and governance recommendations within the construction audit process.

List at least four audits completed within the last five years that exceed the above construction cost, that are for public or large institutional clients. Also list Construction Cost, Owner, Duration of Audit, Contracting Model (CM at Risk, Design/Build, Design/Bid/Build, Other – Describe)

Project	Owner	Duration of Audit	Construction Cost	Contracting Model
1. Not proposed as lead construction auditor	RECREATE-ISB will support governance, controls, IT audit, risk assessment, and quality review under CONEXIG/ResX construction audit leadership	N/A	N/A	N/A
2.				
3.				
4.				
5.				

Richard E Evans

CIA, CISA, CRMA

richard.evans@recreateisb.com • 281-309-4980
www.linkedin.com/in/richardedwardevans • Missouri City, TX

PROFILE

Seasoned senior leader with a strong record in governance, risk, and compliance. Expert in financial and IT audits, SOX control assessments, and enterprise risk management. Proven ability to drive compliance, cut costs, boost efficiency, and lead diverse audit teams through strategic development and coaching.

AREAS OF EXPERTISE

- Internal Audit Management
- Enterprise Risk Management
- Compliance & Regulatory Controls
- SOX-404 Internal Controls
- SOC-1 Controls

EDUCATION

B.S., Information Technology,
DeVry University, Kansas City, MO
B.S., Management Accounting,
Park University, Parkville, MO
A.A.S., Artificial Intelligence
Houston City College, Houston, TX

CERTIFICATIONS

- Certified Internal Auditor (CIA)
- Certified Information Systems Auditor (CISA)
- Certification in Risk Management Assurance (CRMA)

PROFESSIONAL EXPERIENCE

Principal Owner, 9/2022 to Present
RECREATE-ISB, LLC
Principal of a firm delivering accounting consultation, bookkeeping, and tax preparation for individuals and small businesses, alongside specialized GRC, Financial and IT auditing, and internal controls consulting services.

- Consultant CFO, San Antonio Council on Alcohol and Drug Abuse from 5/2024 to present.

Senior SOX Manager, 7/2021 to 7/2022
Kiavi
Implemented the Internal Controls Framework to ensure SOX controls readiness for an emerging FinTech pursuing an initial public offering.

- Developed Kiavi's governance risk and controls framework
- Oversight of internal controls designed to remediate a significant deficiency in Kiavi's business process controls and a material weakness in the company's information technology control environment

Group Manager, Internal Audit, 1/2019 to 9/2020
Senior Manager, Process Controls Integrity, 9/2020 to 4/2021
Direct Energy-NRG
Developed audit strategy for financial, operational, and IT and advise board on risks impacting the organization. Led and trained local and remote audit teams to meet objectives on time. Trusted advisor and collaborator with management to identify targeted improvements for financial controls, operational processes, and supporting systems.

- Designed internal audit methodology to comply with quality assurance standards
- Developed a controls scoping and risk ranking tool to establish a reliance plan with the external auditor

Internal Audit Manager, 1/2018 to 1/2019
KPMG
Internal Audit and SOX Controls consultant for retail and manufacturing clients. Administered projects and programs to provide guidance and improvements to internal controls. Trained and managed senior and associate auditor teams.

PROFESSIONAL EXPERIENCE, CONTINUED

Internal Audit Consultant, 3/2017 to 12/2017
Resources Global Professionals

Established client auditing guidelines to comply with cybersecurity, quality assurance, and external auditor standards. Performed risk assessments and counseled client management on planning and coordinating consultations.

- Developed audit and testing programs for internal assessments of IT controls, and designed reporting templates for findings and recommendations to address key risk areas

Enterprise Risk Management/Internal Controls Director, 5/2014 to 3/2017
Walter Investment Management Corp.

Assessed and addressed finance and technology risks and compliance issues. Established and advised on risk appetite, tolerance, and management response plans. Initiated and grew key relationships to promote information sharing and collaboration between departments. Consulted on the design of internal controls between multiple departments.

- Created and organized training programs to ensure proper organization, risk management, tolerance, and response procedures
- Advanced the RSA Archer GRC tool to define enterprise risks and document sources to measure risk behavior and treatment

Internal Audit Consultant, 11/2013 to 5/2014
Resources Global Professionals/Adroit Partners

Headed consulting and planning with senior management, including designing and assessing objectives and addressing financial and IT risks. Collaborated with internal and outside audit consultants to provide guidance for the SOX Project Management Office.

- Implemented and arranged the introduction of SSAE 16/SOC1 and SOC2 controls

Additional Experience

Internal Audit Director (Acting Chief Audit Executive), Stewart & Stevenson LLC, 2008 to 2012

Internal Audit Manager, Calpine Corporation, 2006 to 2007

Senior IT Auditor, Hospital Corporation of America, 2002 to 2006

d. Name and Position of Individual

- Has individual worked with Responder before? Yes ☐ No ☐
- Number of audits for projects with construction cost exceeding $5 Million dollars
- What is the largest audit, in terms of construction cost this individual has participated in? (Please provide project details, challenges, how challenges were approached, and the outcome of the overall audit.)
- What is the most challenging audit this individual has worked on? (Please describe what made this project most challenging, how challenges were approached)

List at least four audits completed within the last five years that exceed the above construction cost, that are for public or large institutional clients. Also list Construction Cost, Owner, Duration of Audit, Contracting Model (CM at Risk, Design/Build, Design/Bid/Build, Other – Describe)

Project	Owner	Duration of Audit	Construction Cost	Contracting Model
1.				
2.				
3.				
4.				
5.				

6.0 Unique Qualifications - Summarize your team's unique qualifications for this Project and include any specialized or technical certifications that your firm or members of your firm may have: The CONEXIG Team offers a unique combination of construction auditing, contract compliance, project controls, internal audit, fraud examination, governance, and expert witness experience specifically aligned with the State of Minnesota's Construction Auditing Services requirements. CONEXIG will serve as Prime Contractor and single point of accountability for all services provided under the Master Contract.

James T. Schmid, Managing Director of ResX, PC, brings more than four decades of construction auditing, forensic accounting, and contract compliance experience, including hundreds of construction contract compliance audits and leadership of Grant Thornton's U.S. Construction Forensics Services Practice. His experience includes reviewing contractor costs, payment applications, change orders, labor and burden charges, equipment costs, markups, contingencies, and compliance with contract provisions for major public and institutional capital projects.

Felipe A. Isore Gutierrez, Founder and Managing Partner of CONEXIG LLC and former KPMG Partner, brings more than 25 years of experience leading internal audits, construction audits, project governance reviews, fraud investigations, project controls assessments, damages quantification analyses, and expert witness assignments involving infrastructure, mining, energy, transportation, real estate, hospitality, and public-sector projects throughout North America, Latin America, Europe, Africa, and Australia.

Richard E. Evans, Principal of RECREATE-ISB LLC, provides additional expertise in governance, enterprise risk management, internal controls, information

technology controls, compliance, and audit quality assurance. Mr. Evans holds the CIA, CISA, and CRMA designations and supports the team's commitment to disciplined audit methodology, risk-based planning, documentation quality, and practical recommendations.
The team combines credentials including CPA, CIA, CFE, CFF, CCA, CRMA, CISA, PMP, MRICS, and MCIArb, providing the State with experienced professionals capable of performing construction cost audits, payment application reviews, contractor cost verification, change order audits, GMP reconciliations, closeout audits, contract compliance reviews, and related construction oversight services. In addition, CONEXIG LLC is a certified Minority Business Enterprise (MBE) through the Houston Minority Supplier Development Council (HMSDC), and the team includes RECREATE-ISB LLC, a certified Veteran-Owned Small Business (VOSB) and Service-Disabled Veteran-Owned Small Business (SDVOSB), demonstrating a commitment to meaningful supplier diversity participation while maintaining a highly experienced, senior-led delivery model.

7.0 Eligibility Requirements

Respond to each statement below and attach completed documents as required to confirm specific eligibility requirements.

a. I have read and agree to the State's Standard Master Contract/Master Contract Work Order: Yes ☒ No ☐

b. A Certificate of insurance will be provided in accordance with State's Master Contract Work Order, if awarded project Yes ☒ No ☐

c. A signed Affidavit of Non-collusion is attached. Yes ☒ No ☐

d. A completed and signed Affirmative Action Data Page is included with this proposal, if applicable: Yes ☐ No ☒

e. Foreign outsourcing will ☐ will not ☒ be involved in the delivery of contract services.

8.0 Authorized Signature

The proposal must be signed in ink by an authorized member/officer of the Responder. If a corporation person must be authorized in a corporate resolution or partnership document; if a sole proprietor, owner must sign. **All information contained in this form must be current.**

a. Typed name of authorized signor:Felipe Andre Isore Gutierrez

b. Typed title of authorized signor:CEO and President, Managing Partner

c. Authorized signature(signature of person identified in Section 2):

d. Date Signed: 5/31/2026

e. Registration Number*:n/a

*State registration/license number for the practices of professional engineering, architecture, land surveying, landscape architecture, geoscience, or use of title for certified interior design assigned by the State Registration Board (http://mn.gov/aelslag/roster.html).

f. Person signing is (select from dropdown): sole proprietor

**provide copy of corporate resolution or by-laws

g. Firm is registered in Minnesota as a (selection from dropdown list):Other, if other, explain not yet registered in Minnesota

h. MN Tax ID Number:

i. FED Tax ID Number:84-4976576

j. MN Vendor Number (required for contract):

END OF EXHIBIT C

Exhibit D1

State/Consultant Basic Services
Insurance Requirements

A. Contractor shall not commence work under the contract until they have obtained all the insurance described below and the State of Minnesota has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.

B. Contractor is required to maintain and furnish satisfactory evidence of the following insurance policies:

1. **Workers' Compensation Insurance:** Except as provided below, Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota, including Coverage B, Employer's Liability. Insurance **minimum** limits are as follows:

   $100,000 – Bodily Injury by Disease per employee
   $500,000 – Bodily Injury by Disease aggregate
   $100,000 – Bodily Injury by Accident

   If Minnesota Statute 176.041 exempts Contractor from Workers' Compensation insurance or if the Contractor has no employees in the State of Minnesota, Contractor must provide a written statement, signed by an authorized representative, indicating the qualifying exemption that excludes Contractor from the Minnesota Workers' Compensation requirements.

   If during the course of the contract the Contractor becomes eligible for Workers' Compensation, the Contractor must comply with the Workers' Compensation Insurance requirements herein and provide the State of Minnesota with a certificate of insurance.

2. **Commercial General Liability Insurance:** Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as from claims for property damage, including loss of use which may arise from operations under the Contract whether the operations are by the Contractor or by a subcontractor or by anyone directly or indirectly employed by the Contractor under the contract. Insurance **minimum** limits are as follows:

   $1,000,000 – per occurrence
   $1,000,000 – annual aggregate
   $1,000,000 – annual aggregate – Products/Completed Operations

   The following coverages shall be included:

   Premises and Operations Bodily Injury and Property Damage
   Personal and Advertising Injury
   Blanket Contractual Liability
   Products and Completed Operations Liability
   Other; if applicable, please list_________________________________
   State of Minnesota named as an Additional Insured

3. **Commercial Automobile Liability Insurance:** Contractor is required to maintain insurance protecting it from claims for damages for bodily injury as well as from claims for property damage resulting from the ownership, operation, maintenance or use of all owned, hired, and non-owned autos which may arise from operations under this contract, and in case any work is subcontracted the contractor will require the subcontractor to maintain Commercial Automobile Liability insurance. Insurance **minimum** limits are as follows:

Exhibit D1

$2,000,000 – per occurrence Combined Single limit for Bodily Injury and Property Damage

In addition, the following coverages should be included:

Owned, Hired, and Non-owned Automobile

4. **Professional/Technical, Errors and Omissions, and/or Miscellaneous Liability Insurance**

This policy will provide coverage for all claims the contractor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Contractor's professional services required under the contract.

Contractor is required to carry the following **minimum** limits:

$2,000,000 – per claim or event
$2,000,000 – annual aggregate

Any deductible will be the sole responsibility of the Contractor and may not exceed $50,000 without the written approval of the State. If the Contractor desires authority from the State to have a deductible in a higher amount, the Contractor shall so request in writing, specifying the amount of the desired deductible and providing financial documentation by submitting the most current audited financial statements so that the State can ascertain the ability of the Contractor to cover the deductible from its own resources.

The retroactive or prior acts date of such coverage shall not be after the effective date of this Contract and Contractor shall maintain such insurance for a period of at least three (3) years, following completion of the work. If such insurance is discontinued, extended reporting period coverage must be obtained by Contractor to fulfill this requirement.

C. Additional Insurance Conditions:

- Contractor's policy(ies) shall be primary insurance to any other valid and collectible insurance available to the State of Minnesota with respect to any claim arising out of Contractor's performance under this contract;

- If Contractor receives a cancellation notice from an insurance carrier affording coverage herein, Contractor agrees to notify the State of Minnesota within five (5) business days with a copy of the cancellation notice, unless Contractor's policy(ies) contain a provision that coverage afforded under the policy(ies) will not be cancelled without at least thirty (30) days advance written notice to the State of Minnesota;

- Contractor is responsible for payment of Contract related insurance premiums and deductibles;

- If Contractor is self-insured, a Certificate of Self-Insurance must be attached;

- Contractor's policy(ies) shall include legal defense fees in addition to its liability policy limits, with the exception of B.4 above;

- Contractor shall obtain insurance policy(ies) from insurance company(ies) having an "AM BEST" rating of A- (minus); Financial Size Category (FSC) VII or better, and authorized to do business in the State of Minnesota; and

Exhibit D1

- An Umbrella or Excess Liability insurance policy may be used to supplement the Contractor's policy limits to satisfy the full policy limits required by the Contract.

D. The State reserves the right to immediately terminate the contract if the contractor is not in compliance with the insurance requirements and retains all rights to pursue any legal remedies against the contractor. All insurance policies must be open to inspection by the State, and copies of policies must be submitted to the State's authorized representative upon written request.

E. The successful responder is required to submit Certificates of Insurance acceptable to the State of MN as evidence of insurance coverage requirements prior to commencing work under the contract.

DEPARTMENT OF ADMINISTRATION
STATE PROCUREMENT

Insurance Adjustment Form

Agencies have the authority to make a business decision and deviate from the insurance requirements, after assessing the risk that the contractor's work poses to the agency, its stakeholders, and third parties. OSP recommends that these decisions be communicated at the leadership level since they could impact the agency's budget if the contractor has insufficient insurance to pay claims.

Contact the Department of Administration's Risk Management Office Jackie.Ferguson@state.mn.us & Kelly.Mayerle@state.mn.us with questions regarding insurance.

Agency/Divsion: **Department of Administration, Real Estate and Construction Services**

Agency Contact Person: **Samantha Hicks, Contract Specialist, 651.201.2389, Samantha.hicks@state.mn.us**

Scope of Work: **Master Contract for Construction Auditing Services (T#2402A)**

SWIFT Contract Number: **295019**

Contractor Name: **CONEXIG LLC**

1. Detail which insurance coverage(s) will be reduced or deleted from the contract referenced above.

- Commercial General Liability insurance minimum limits are reduced to $1,000,000 per occurrence and $1,000,000 annual aggregate.
- Commercial Automobile Liability insurance has been waived as CONEXIG is not required to operate vehicles in connection with the services provided under the Master Contract for Construction Auditing services. (see attached documentation)
- Contractor is exempt from Workers' Compensation insurance (see attached documentation)

**NOTE: Agencies may NOT remove Workers' Compensation Insurance. This is a statutorily required clause and must remain in the contract. If Contractor is exempt, then Contractor should provide a written statement as required by the contract language.*

State Agency Approval

In executing this form, the agency is confirming they understand and accept the risks associated with adjusting the State of Minnesota's insurance requirements in the contract detailed above.

Signer must have delegated authority to sign on behalf of the Agency

Print Name: Eric Radel

Signature: DocuSigned by: Eric Radel 6B7A6FF4AA564AB...

Title: Construction Ops Mgr Date: August 13, 2026

****Retain this executed form in the procurement file***

STATEMENT REGARDING WORKERS' COMP & AUTO LIABILITY

CONEXIG LLC
801 Travis Street, 2101, 77002, #754
Houston, TX 77002
08/05/2026

RFP: CONSTRUCTION AUDITING SERVICES
STATE OF MINNESOTA – REAL ESTATE AND CONSTRUCTION SERVICES (RECS)
RESPONDER: CONEXIG LLC
In association with:

- ResX, PC
- RECREATE-ISB LLC

To whom it may concern:

CONEXIG LLC is exempt from carrying Workers' Compensation Insurance under the applicable statutory requirements, as the company currently has no employees subject to Workers' Compensation coverage requirements.
Additionally, CONEXIG LLC does not own, lease, or operate vehicles in connection with the services to be provided under the State of Minnesota Master Contract for Construction Auditing Services. As such, Commercial Automobile Liability Insurance is not applicable to our operations.
Should our circumstances change during the term of the contract, CONEXIG LLC will promptly obtain the required coverage and provide appropriate evidence of insurance.
Please contact me if any additional information is required.
Sincerely,

Felipe Andre Isore Gutierrez
Managing Partner
CONEXIG LLC

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/04/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Hiscox Inc.
5 Concourse Parkway
Suite 2150
Atlanta GA, 30328

CONTACT NAME:
PHONE (A/C, No, Ext): (888) 202-3007 **FAX (A/C, No):**
E-MAIL ADDRESS: contact@hiscox.com

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	Hiscox Insurance Company Inc	10200
INSURER B :		
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

INSURED
CONEXIG LLC
1001 Brickell Bay Drive
2700
Miami, FL 33131

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY; CLAIMS-MADE; X OCCUR; GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY; PRO-JECT; LOC; OTHER:			P101.138.012.5	04/28/2026	04/28/2027	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ S/T Gen. Agg.
								$
	AUTOMOBILE LIABILITY; ANY AUTO; ALL OWNED AUTOS; SCHEDULED AUTOS; HIRED AUTOS; NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB; OCCUR; EXCESS LIAB; CLAIMS-MADE; DED; RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N; ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH); If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE / OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Professional Liability			P101.137.717.5	04/28/2026	04/28/2027	Each Claim: $ 2,000,000 Aggregate: $ 2,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The State of Minnesota is additional insured

CERTIFICATE HOLDER
The State of Minnesota Department of Administration Real estate aand Constr uction services
REC.Construction.COI.ADM@state.mn.us

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Mary J Boyd

Exhibit E & Exhibit E1

Workforce and Equal Pay Declaration Page

This form is **required for all businesses** executing government contracts under the following:

Select one:

- ☐ Businesses executing a contract with **State or Metropolitan agencies** in excess of $100,000 (Workforce Certificate) and if applicable $500,000 (Equal Pay Certificate)
- ☐ Businesses executing a contract with **University of Minnesota** for general obligation bond funded capital projects in excess of $100,000 (Workforce Certificate) and if applicable $500,000 (Equal Pay Certificate)
- ☐ Businesses executing a contract with **Political Subdivisions** for general obligation bond funded capital projects in excess of $250,000 (Workforce Certificate) and if applicable $1,000,000 (Equal Pay Certificate)

Select all that apply:

We are a Certificate holder:

- ☐ Workforce Certificate under the name: ____________________
- ☐ Equal Pay Certificate under the name: ____________________

We are applying/have applied for the following certificate(s):

- ☐ Workforce Certificate Application date (MM/DD/YYYY): ____________________
- ☐ Equal Pay Certificate Application date (MM/DD/YYYY): ____________________

We have not applied for one or both certificates:

- ☐ Our Company does not yet have a Workforce Certificate or Equal Pay Certificate. We acknowledge that a Workforce and, if applicable, Equal Pay Certificate, or approved exemption by MDHR is required before a contract can be executed.

We are Exempt:

- ☒ We attest to MDHR that we have not employed 40 or more employees on a single day during the prior 12 months in Minnesota or the state in where we have our primary place of business. MDHR may request the names of our employees during the previous 12 months, the date of separation, if applicable, and the current employment status and count.

Business Information

	CONEXIG, LLC	MINNESOTA DEPARTMENT OF ADMINISTRATION
Vendor/Supplier ID	**Business Name**	**Name of Contracting Agency**
Felipe Andre Isore Gutierrez	CEO and President	05/31/2026
Authorized Signatory Name	**Title**	**Date**
	felipegutierrez@conexig.com	786-570-0186
Signature	**Email**	**Phone**

For assistance with this form, email the Minnesota Department of Human Rights **Compliance.MDHR@state.mn.us**

Exhibit F

CERTIFICATION REGARDING LOBBYING

For State of Minnesota Contracts and Grants over $100,000

The undersigned certifies, to the best of his or her knowledge and belief that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

CONEXIG, LLC
____
Organization Name

Felipe Andre Isore Gutierrez, CEO and President
____
Name and Title of Official Signing for Organization

By: ____
Signature of Official

5/31/2026
____
Date

Exhibit I

Affidavit of Noncollusion

State of Minnesota

Request for Proposals

Firm Name:

Instructions: Please return your completed form as part of the Response submittal.

I swear (or affirm) under the penalty of perjury:

1. That I am the Responder (if the Responder is an individual), a partner in the company (if the Responder is a partnership), or an officer or employee of the responding corporation having authority to sign on its behalf (if the Responder is a corporation).
2. That the attached proposal submitted in response to the <insert name> Request for Proposals has been arrived at by the Responder independently and has been submitted without collusion with and without any agreement, understanding or planned common course of action with, any other Responder of materials, supplies, equipment, or services described in the Request for Proposals, designed to limit fair and open competition.
3. That the contents of the proposal have not been communicated by the Responder or its employees or agents to any person not an employee or agent of the Responder and will not be communicated to any such persons prior to the official opening of the proposals.
4. That I am fully informed regarding the accuracy of the statements made in this affidavit.

Authorized Signature

Responder's firm name: CONEXIG, LLC

Print authorized representative name: Felipe Andre Isore Gutierrez Title: CEO and President

Authorized signature: ____________ Date (mm/dd/yyyy): 05/31/2026

Notary Public

Subscribed and sworn to before me this:

_______ day of ________________, ____________

____
Notary Public signature

____
Commission expires (mm/dd/yyyy)