

June 30, 2023

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Dear Ms. Garcia:

We are pleased and appreciate the opportunity to present our response to your Request for Proposal regarding the Chicago Teachers' Pension Fund (CTPF) board selection of a managed information technology service (MITS) provider. We understand the strategic importance of an effective partnership to address the organization's technology needs. The following proposal reflects our understanding of your needs and illustrates our approach to providing MITS for CTPF's network operations center (NOC).

We believe it is essential to convey the differences and core qualities we can provide to CTPF and to illustrate the advantages of selecting RSM as your MITS provider and we have addressed all questions from the RFP; in summary, RSM offers:

Proven experience—We are a recognized leader in technology with a proven record of helping our clients to modernize and streamline their information technology (IT) and security organization and service delivery model. With over 400 MITS clients across all industries, our teams have received numerous awards and recognitions for their incredible work.

Demonstrated service to the public sector—When many of our peer firms are scaling back or walking away from the public sector, RSM is making a significant investment to grow this segment of our practice. RSM serves more than 3,800 public sector entities. In fact, RSM has served CTPF since 2019 across multiple consulting needs and is a recommended provider of services.

Client Service Focus—Our relationship with CTPF will be based on our long-standing principles to deliver an outstanding client service experience, focused on efficient and well-coordinated services. We take a hands-on approach to planning, with management meetings and conference calls held routinely to discuss changes to the organization and to maintain service quality. We provide fees that are reasonable based on the scope of work and a take a transparent approach to billing, with clear communication and an emphasis on avoiding surprises.

Tailored approach—Our managed services offering is not a cookie-cutter, one-size-fits-all approach. We built a services package to meet the need of CTPF today and have the capabilities to develop and evolve with your long-term technology strategy tomorrow.

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Lupe Garcia, Senior Counsel Sandy McNamara, Paralegal and Contract/Procurement Analyst Chicago Teachers' Pension Fund Page 2 June 30, 2023

High-performance team—Our functional and technology professionals bring years of practical knowledge that will accelerate performance while increasing outcomes. RSM is a Cisco Gold Partner with over 10 Cisco Partner Specializations and over 25 Cisco Career and Specialist Technical certifications across our team members. We integrate our breadth of experience into our teams to help ensure successful results across all functional areas. Our partnership will be led by a team including Chicago-based professionals while accessing our centers of excellence and subject matter experts across the U.S. You receive the benefit of a large, national firm with the depth and breadth of resources you have come to expect. However, you will also experience the feel, attentiveness and service quality typically associated with a local firm.

Once you have had the opportunity to review this response, we would be pleased to discuss your needs in greater detail or make a presentation to your team. In the meantime, please feel free to contact us with any questions.

Sincerely,

Patricio Cadena

Director

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Danny Collins Partner

danny.collins@rsmus.com

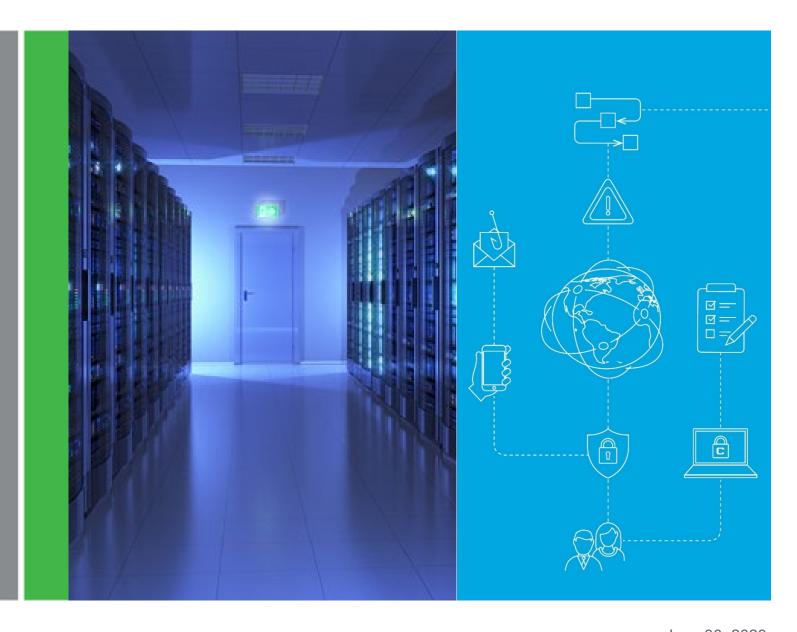
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June 30, 2023

PROPOSAL TO PROVIDE NETWORK OPERATIONS CENTER MANAGED SERVICES (RFP NO. FY23-0009)

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D. PROJECT PLAN

Scope of NOC managed services

a. Address the various tasks, services, and deliverables outlined in Section III. Scope of Work and describe the specific approach that will be taken in performing each task or service or providing each deliverable.

Managed infrastructure services for the network

Onboarding

During implementation of Managed Infrastructure Services, RSM will provide services to onboard client infrastructure including:

• Environment assessment

 If applicable, RSM will perform high level assessment of covered environment including architecture, licensing, etc. RSM will provide recommendations to client which may include configuration changes or projects prior to onboarding into Managed Infrastructure services.

Diagram

 If applicable, a diagram of in-scope infrastructure will be created to show current devices, interconnectivity, etc.

Device provisioning

RSM will implement its hardware and toolsets during onboarding to allow for ongoing service delivery. In addition to the hardware and toolset deployment, provisioning of devices may include configuration of necessary services on client environment such as domain-based authentication. SNMPv3 may be configured on client devices where possible. RSM will provision a defined list of devices determined by client and RSM during onboarding.

Environment assessment

Annually, RSM will assess in scope technology and provide a report with recommendations. Assessment may include review of utilization statistics, hardware lifecycle, vendor licensing and support contracts, current feature usage, or other relevant data.

Troubleshooting and remediation

Troubleshooting and remediation services are provided from either system-generated issues or client IT professional initiated requests on in scope technology.

Monitoring

RSM will monitor in-scope equipment with 24/7/365 network monitoring of device up and down alerts. Monitoring will also capture additional data depending on device and toolset support.

Inventory reporting

RSM will provide a monthly report of hardware devices and associated software releases managed under this Statement of Work (SOW). If supported by the device, the report will typically include

- Device model and serial number
- Current software version
- RSM recommended software version
- Notation of any CVSS critical vulnerabilities on devices



- Hostname and management IP address
- Hardware end of life information
- Vendor contract number and contract end date

Firewall review

Annually, RSM will review firewall configurations to compare to recommended baselines and provide a report with recommendations to client. For each additional quarter throughout the year, RSM will provide an automated report showing current firewall configurations compared to recommended baselines.

Configuration archiving

RSM archives the most recent configuration of client's device (if supported by device) for backup and restore purposes. The backups are conducted as part of our change management process, as well as part of normal maintenance. Backups will be stored off-site in an encrypted format.

Software updates

RSM will apply software updates to in scope technology to match RSM's recommended level for each device. Updates will not be applied if the new code has known issues with features that could affect the availability of the device. If vendor publishes CVSS Score 9 or 10 security vulnerabilities, RSM will schedule with client to remediate these as soon as possible. Resolution could include configuration changes, feature disablement, external controls, and/or software patches/updates.

Failed hardware replacement

RSM will facilitate the replacement of failed hardware covered by manufacturer support contracts. RSM will load configuration files from most recent archive or assist with deployment of like configuration onto same model replacement hardware. RSM will then provide remote assistance with the installation of the replacement hardware.

Change requests

Requests to modify the configuration of the device for services already enabled and deployed within the device are covered. Configuration changes that add new functionality or new features to the device are out of scope. RSM will record changes into RSM's internal case management system. Changes that RSM deems to be high risk to the environment will require client to authorize the change via email to be included in the change request ticket.

Carrier trouble ticket management

Network devices terminating carrier-based services, such as the internet or private WAN services, will have carrier trouble ticket management included as part of the service. Activities include:

- Problems that will be addressed with the carrier will either be complete loss of connectivity or packet loss exceeding five percent (5%) per hour
- Ticket initiating, updating, tracking and managing through closure with carriers when issues are identified to be carrier related
- · Working with carriers to identify, test, troubleshoot and resolve identified connectivity issues



Assumptions

- · Changes constituting a client-initiated redesign may be subject to billing at RSM's current hourly rates
- Other project work is not included, including significant updates due to third-party requests or requirements, or other client-initiated assessments
- RSM will be granted secure remote access to the devices using the appropriate management protocol for the specific device (HTTPS, SSH, etc.).
- Devices must be covered by an active service contract from the manufacturer.
- RSM will deploy an appliance that will allow basic monitoring of up and down alerts, as well as SNMP polling for system health checks.
- Supported devices include:
 - Cisco IOS, IOS-XE, and NX-OS appliances
 - Meraki switch, security, and wireless appliances
 - Palo Alto security appliances
- New hardware/licensing purchased during contract must be acquired from an RSM Product Sales Affiliate

Technical account management

The client will be assigned a client technology advisor (CTA) who is ultimately responsible for the services delivered.

The CTA will be involved in recurring, update phone calls during the implementation of Services to confirm efficient and effective completion. As part of the implementation, it is the responsibility of the CTA to confirm there is a clear understanding of roles and responsibilities for the implementation and ongoing service delivery. Additionally, the CTA will identify and confirm primary contacts and confirm completion of documentation, procedures and after-hours escalation expectations.

The client's CTA will conduct a quarterly business review. This review will include evaluation and analysis of quarterly reporting delivered to client. Examples of these reports include cases opened and closed, case response Service Level Agreement (SLA) by priority level, top case categories, and other reports, as necessary. Ongoing account management will also include assistance with adherence to the Minimum Standards of delivery, strategic direction setting and thought leadership, day-to-day execution of services, and ongoing updates to documentation as technology changes are made.



Fees

Our Fees for MITS are comprised of two separate sections. The first section defines the one-time implementation fee to install and configure the necessary hardware and software at client. The second section defines the ongoing monthly charges for our MITS themselves. The table below lists the expected fees for the aforementioned categories.

Investment summary						
NRC—Implementation fees	\$7,000					
MRC—Monthly service fees (Year one)	\$3,500					
MRC—Monthly service fees (Year two)	\$3,745					
MRC—Monthly service fees (Year three)	\$4,007					

Pricing is based on a 36-month term with a 7% increase on monthly service fees for years two and three.

RSM reserves the right to modify monthly service fees on a quarterly basis as device and end-user counts change.

Monthly service fees reflected above are for year one of the initial term of this statement of work (SOW). A 7% monthly service fee increase will occur for every year of the initial term proceeding year one.

These expected fees are based upon the device counts as understood from RFP and responses to RFP questions. RSM reserves the right to modify monthly service fees on a quarterly basis as device counts change.

Staffing and bandwidth

b. Describe how Respondent has the necessary dedicated staffing and bandwidth to take on this engagement.

RSM has solution sets where our consultants focus on a specific function so that as specific expertise is needed, we can leverage the individuals with the appropriate experience to meet your need—the right level of skillset at just the required time. Our vast resources outside our infrastructure team allow us to bring in help to advise in all areas of your organization, not just IT. We look out for our clients holistically.

The table below highlights the number of professionals in each consulting service line and illustrates the essential dedicated staffing to undertake this engagement. RSM is adequately staffed with qualified professionals, ensuring ample resources are available to handle the project effectively. The table below highlights the number of professionals in each consulting service line.

Service line	# of FTE professionals*
Business applications	865
Data and digital services	308
Financial consulting	582
Management consulting	453
Managed technology services	760
Risk consulting	1,258
Transaction Advisory Services	486
Total	4,712

^{*}FTEs as of April 30, 2022



Other suggested deliverables and services

c. Describe any deliverables or services, not included in Section III. Scope of Work that your Firm would suggest be provided in order to provide more complete and thorough services.

RSM MITS

Managed IT services can provide significant advantages to organizations, addressing resource shortages and skill gaps, keeping pace with technology advancements and enabling firms to focus on their core business. Our managed IT services advisors are highly knowledgeable in the industry. They stay abreast of current and future technology trends to create managed solutions that align with your needs. We can train your staff with technical skills, optimize your systems platform and provide focused services and support for specific business applications.

At RSM, we have experienced, skilled professionals to fill in the gaps, manage the project or act as your ongoing outsourced function. Our staff can help you improve the effectiveness and efficiency of your daily business processes.

Below is a list of services that can be delivered individually or bundled together.

Managed security—RSM will help to secure your workplace through CISO advisory and program management, continuous compliance monitoring, security operations center, vulnerability and technical security, security awareness, digital forensics and response to protect your IT environment.

Managed Microsoft 365—Moving to Microsoft 365 is a game-changer for organizations and RSM is here to help maximize your Microsoft investment. Our team delivers end-to-end health monitoring, advanced IT pro support, QuickHelp™ learning platform, unlimited cloud backup, Core View™ compliance reporting and strategic planning and optimization.

Managed endpoint—RSM offers unified endpoint management solutions that can include end-to-end asset management, threat protection, mobile device management, Zero Trust enablement, managed detection and response and hardware procurement and provisioning. You can offload some of the more mundane aspects of managing end-user computing devices, so your IT team can focus on more strategic initiatives.

Managed service desk—RSM operates a U.S.-based 24x7 service desk with global coverage that can provide tier 1 support to your end-users or can act as an escalation point for your internal help desk (tiers 2 and 3).

Managed infrastructure—RSM provides a resilient foundation offering 24x7 monitoring of your critical infrastructure that provides peace of mind in the event of business interruption or catastrophic events. Our team can also deliver support plans to manage network services, voice services, datacenter (cloud/on-premises), disaster recovery as a service and managed Azure/AWS and private cloud environments.

CIO advisory—RSM can provide experienced IT leaders as additional horsepower to assist your organization in making sound IT investments and helping to ensure your IT staff has the right sense of urgency and direction.

Loaned staff—RSM can supplement your team and bring in specialists for short- or long-term assignments on-site, including analysts, database administrators, application developers and network engineers.



RSM infrastructure solutions

When it comes to IT modernization, organizations need to focus on improving the reliability of IT services, enhancing business processes, meeting compliance requirements and managing technology costs. RSM offers a broad spectrum of project-based infrastructure and cloud strategy, implementation, security, and migration services. Creating an optimal balance of in-house and outsourced IT resources can enable your organization to scale up or down, and fill gaps as needed without the burden of hiring, training and maintaining internal staff to manage your evolving IT infrastructure. RSM is a strategic technology advisor providing a breadth of IT infrastructure and cloud services.

Below is a list of services offered by our Infrastructure Solutions practice.

Foundation Services	Modern Work Services
 IT Infrastructure Enterprise Architecture Planning Cloud (public and private including Azure, AWS & RSM Cloud) Data Center (storage, backup, Citrix & VMware virtualization & hyperconverged platforms) Network (wireless, wired, high availability) Cloud, Perimeter and Advanced Security Implementation Solutions 	 Endpoints Microsoft 365 Email (Exchange, 365 Online, Google) Content & Data / Microsoft SharePoint & Egnyte & Power Platform Collaboration & Voice Solutions (Cisco, Microsoft, 8x8, & Genesys)

Location of office for engaging work

d. Indicate the location of the office(s) from which the work on this engagement is to be performed.

Every MITS client is serviced by a team consisting of a RSM Lead, Client Technology Advisor, local staff, and our national center of excellence. RSM's Chicago, Illinois office is the designated location for performing work on this engagement, facilitating seamless collaboration and efficient meetings. The close proximity streamlines communication, decision-making, and on-site support, fostering a strong working relationship and successful delivery of services.



Engagement work breakdown—on-site, off-site, remote percentages

e. Provide a percentage break down of how much of the engagement will be performed on your site, CTPF's site or remotely.

RSM will perform the majority of our NOC services remotely through remote monitoring and management tools while quarterly business reviews will take place onsite, in-person.

Services Performed	% Allocation
Remotely Environment assessment Troubleshooting and remediation Monitoring Inventory reporting Firewall review Configuration archiving Software updates Change requests Carrier trouble ticket management	95%
 CTPF's Site Onboarding Failed hardware replacement Quarterly Business Review Additional meetings as needed 	5%
Total	100%

RSM and CTPF's task allocation overview

f. Identify tasks that will be performed by your Firm and tasks that will be performed by CTPF's staff.

The following tasks will be the responsibility of CTPF:

- Assign appropriate personnel to be engaged with RSM during this project's onboarding phase.
 These resources will help with knowledge transfer and documentation/information gathering as needed for managing these services.
- Manage any communications and expectations with current service providers during the transition and onboarding phase.
- Regularly attend quarterly meetings and other reoccurring status meetings as necessary and in conjunction with the services being delivered.
- Provide appropriate permissions and access to all devices and relevant infrastructure and ensure proper connectivity for RSM resources.
- Attend regular status calls during onboarding phase and execute all agreed to and assigned tasks during the onboarding (permissions, documentation gathering, other information requests etc.).
- · Approvals for renewals and other decisions
- Respond to RSM escalated alerting

RSM will be responsible for all activities and deliverables outlined in the scope section of this RFP.



E. BILLING

Special considerations for billing and cost efficiency

a. State any special considerations with respect to billing or payment of fees and expenses that Respondent offers and that you believe would differentiate your Firm from other proposals and make your Firm's services more cost effective to the Fund.

Fees and expenses will be billed to the client on a monthly basis, with payment due upon receipt. The first month will be billed immediately upon client acceptance of this SOW and may include an additional one-time setup fee as provided herein

Lowest rate expectations and potential limitations

b. CTPF expects the lowest rate charged by Respondent for its governmental and non- profit clients. If for any reason Respondent is unwilling or unable to charge the lowest rate, please explain why.

As a large national firm with many thousands of individual, commercial, and public sector clients, we are not able to undertake the actions necessary to confirm compliance without a significant reduction in the scope of the provision. We can represent that we believe the prices contained in our response are fair, reasonable, and competitive.

RSM is a gold partner with Cisco and can assist client in obtaining competitive pricing for any new hardware or renewal of software licensing and Cisco hardware and software support.

Fixed billing rate

c. The billing rate will be fixed for the term of this engagement.

The estimated fees outlined in the RFP will be fixed for the term of the engagement based on the scope of work defined in this RFP. Revisions to infrastructure, requirements, or other pertinent aspects of the service may necessitate a change order. Any changes will be agreed to by RSM and CTPF.

In the event that other work is requested or identified that is outside of the tasks identified within the contracted SOW, we will promptly inform you before any work is performed and provide estimated costs to complete the additional tasks. It is our intention to focus only on the tasks identified, in order to complete the engagement in a timely manner, and to delay any future tasks that may be identified to a future period. Any additional services provided will be subject to the terms of the Agreement, regardless of whether or not such services are provided under the SOW, an additional SOW, or no SOW.

Significant additional engagements will be the subject of mutually agreed, separately executed SOW or if more appropriate, a mutually agreed and separately executed change order. In the event that you request additional routine services that exceed four hours of effort and substantively relate to the subject of this SOW and which in our judgement do not rise to the level of a change order or require a new SOW, (out-of-scope services), this will be documented in writing in a service request or email from you and our fees for such services will be based on the time required for the work performed, plus expenses



F. FIRM'S BACKGROUND, QUALIFICATIONS, AND EXPERIENCE

a. Briefly describe Respondent's background, history, and ownership structure, including any parent, affiliated or subsidiary company, and any business partners. The firm must be regularly-established in the industry of providing the services outlined in Section III. Scope of Work, and have experienced personnel able to provide the required services. CTPF may request information substantiating the above requirements. Failure to provide this information may result in a Respondent's proposal being declared non-responsive.

Our founder Ira B. McGladrey had a vision to build a great accounting firm with a solid foundation of client service. RSM US LLP traces its history to 1926 when the I.B. McGladrey Company was established through the purchase of a seven-person office in Cedar Rapids, Iowa, and a one-man practice in Davenport, Iowa. Over the years, McGladrey grew his firm both organically and by acquiring firms like his own—with down-to-earth attitudes and roots in the community. We continued this trend of joining forces with like-minded firms to become the fifth largest provider of audit, tax and consulting services in the U.S. and the leading firm focused on the middle market. Beginning in 1989, our firm began providing technology consulting services which continued to grow and evolve into the service capabilities we offer today.

RSM is a limited liability partnership firm. A detailed partnership agreement provides the foundation for the firm's governance, including the requirement for a board of directors and a managing partner. The board of directors is composed of partners and principals who have been elected by written ballot. RSM is led by Managing Partner and Chief Executive Officer Brian Becker, who reports to the board of directors.

Firm size, key personnel, and engagement management

b. Provide the size of the Firm including number of offices and number of full-time employees. Identify the key personnel proposed for the CTPF engagement, emphasizing specific experience on contracts similar in scope to the requirements of this RFP. Describe his or her position, current responsibilities, areas of expertise, experience, education, professional designations, and memberships. Include details regarding the proposed management of the personnel who would be assigned to the CTPF engagement. CTPF expects a reasonable notice of key personnel being removed from the engagement and reserves the right to approve the replacement of key personnel.



RSM is the leading provider of audit, tax and consulting services focused on the middle market, with 14,700 professionals in 82 U.S. cities and six locations in Canada. It is a licensed CPA firm and the U.S. member of RSM International, a global network of independent audit, tax and consulting firms with 51,000 people in more than 120 countries. RSM uses its deep understanding of the needs and aspirations of clients to help them succeed.



Engagement team members

The following professionals have the qualifications and experience to handle your needs for this engagement and are committed to exceeding your expectations. Please refer to Appendix A for detailed biographies referencing experience, education and memberships.

Team member	Qualifications to serve CTPF
Danny Collins Partner, Risk Consulting danny.collins@rsmus.com +1 303 298 6490 Relationship lead	Danny has been serving CTPF as an internal controls and systems advisory role for the last year. With a background in risk consulting, Danny Collins has 15 years of experience managing client relationships and engagements across all lines of business. His thorough knowledge of organizational risks combined with a wide range of experiences serves to help companies identify and address their risks.
Patricio Cadena Director, Managed IT, Cloud and Infrastructure Services patricio.cadena@rsmus.com +1 312 634 3118 National Leader, Government and Nonprofit, MCI services Chicago Market Leader, MCI services	Patricio is a director in RSM's managed IT services practice and is based in Chicago. He has 18 years of experience in the technology industry with consulting experience spanning operational IT, cybersecurity, governance, and internal audit. He holds a deep understanding of IT operations, service management and first-line processes in complex, global organizations and has led numerous digital transformation efforts as a functional lead as well as serving as virtual CIO for numerous clients. He has extensive project management experience leading system implementations and departmental restructuring efforts. He currently is the leader for government and nonprofit for the managed IT services, cloud, and infrastructure practice at RSM.
John Antuna Manager, Managed IT, Cloud and Infrastructure Services John.antuna@rsmus.com 312-634-3154 Client technology advisor	John provides technology consulting services as a customer technology advisor in MITS to a variety of public and private sector entities. John has been in the information technology sector for more than 20 years and has worked in nonprofit, health care, manufacturing, telecommunications, and other sectors. He has successfully built and led both application development and infrastructure teams.
	In his current role, John delivers advice and consultation regarding complex information technology matters, providing customers with expertise to build information technology roadmaps and delivering successful solutions.



Team member	Qualifications to serve CTPF
Joel Yager Director, Managed IT, Cloud and Infrastructure Services joel.yager@rsmus.com +1 303 298 6467 Managed IT services team member	Joel is a director in RSM's managed IT services practice and is based in Denver, CO. He has 20 years of experience in the technology industry and consulting experience in IT Operations and Critical Business Application implementation and support. Joel leads numerous projects to transform client operations and modernize IT departments and technology in multiple Industries, including Nonprofit, Finance, Technology and Industrials.
John Chambers Director, Managed IT, Cloud and Infrastructure Services john.chambers@rsmus.com +1 641 494 2121 Network capability lead	John focuses on network infrastructure design, implementation and support, with a focus on next-generation, context-aware network security. He is the security lead of RSM's national network and unified communication solutions team, which encompasses network cyber defense technologies, transport systems and unified communication platforms.
Scott German Principal, Managed IT, Cloud and Infrastructure Services scott.german@rsmus.com +1 515 281 9212 Capability lead	In addition to leading RSM's managed infrastructure services which includes delivery of managed IT services for network and other infrastructure related technologies, Scott also provides important account management and valuable high-level technology design and advisory services to clients across a wide array of industries with a deep understanding of those with regulatory requirements.
Jennifer Bailey Account Manager jennifer.bailey@rsmus.com +1 404 751 9107 Client relations	Jennifer has put her effective management and leadership abilities to work helping nonprofit organizations further enhance their business efficiencies to ultimately achieve their corporate missions. She has strategically positioned herself to be a first-choice advisor in the middle market sector with experience in the health care, nonprofit, construction real estate, fintech, manufacturing and distribution industries. She brings experience in business development, transaction management, partner relations, business operations and regulatory compliance.
Matt Somerman Business Development Director, Consulting Managed Services matt.somerman@rsmus.com +1 847 431 6212 Client relations	Matt works with clients to help them achieve their business objectives through the effective deployment of technology services and solutions. He is responsible for developing new client relationships, growing existing relationships and providing value to clients across the spectrum of consulting services that RSM provides.



Years of relevant experience

c. Provide the number of years that the Firm and any identified individuals have been providing the services requested in this RFP.

Nearly 42 years ago, our firm began providing technology consulting services, which grew into what we offer today. Our team has established a strong reputation for delivering high-quality services and producing innovative solutions. We now serve clients in various industries and remain committed to helping our clients succeed.

Name	Years of service
Danny Collins	15
Joel Yager	16
John Chambers	12
Scott German	18
Patricio Cadena	15
John Antuna	20
Jennifer Bailey	6
Matt Somerman	15

Employee benefits industry experience

d. Provide details on your Firm's employee benefit industry experience/expertise.

RSM offers employers and sponsors services geared to the human resources, actuarial, risk advisory and internal control aspects of benefit plans. As a focus area of RSM, the firm's employee benefit plan practice receives substantial investment in training and technology and access to RSM's National Professional Standards Group for guidance on technical questions. The practice leaders also actively participate in the employee benefit plan audit community. As a member of the AICPA Employee Benefit Plan Audit Quality Center since its inception, RSM has had a member on its executive committee since 2006. Additionally, we have had an active member of the AICPA Employee Benefit Plan Expert Panel since 2000.

Other RSM professionals participate in employee benefit plan AICPA task forces, including the Employee Benefit Plans Audit Guide Revision Task Force and Employee Stock Ownership Plans Task Force, allowing us to provide our clients with prompt, first-hand knowledge of proposed and final standards and other relevant developments. Our team members work with AICPA and state CPA society conference sponsors to develop and deliver training to plan administrators and employee benefit plan auditors from other firms—a recognition of RSM's capabilities and our dedication to enhancing the quality of employee benefit plan audits nationwide.

Strength of our practice

- Leading provider of employee benefit plan (EBP) audit services
- Designated team of audit, tax (Form 5500) and advisory professionals with a concentration on employee benefit plans
- Experience with all plan types: from traditional 401(k) plans to complex multiemployer pension and welfare plans



- Specialized ERISA compliance capabilities
- In-house pension and health plan actuarial specialists
- Plan advisory and fiduciary services (non-audit clients)

Investment in client education—RSM provides ongoing employee benefit plan perspectives and insights to our clients, including:

- Ongoing webcast series
- Periodic articles and white papers on relevant issues
- · Frequent presentations at industry conferences

Commitment to EBP audit quality

- Member of the AICPA Employee Benefit Plan Audit Quality Center (EBPAQC) since inception
- AICPA EBPAQC Executive Committee member
- AICPA Employee Benefit Plan Expert Panel member
- AICPA Employee Benefit Plans Audit Guide author

Part-time professional staff

e. Indicate the number and nature of part-time professional staff to be employed in this engagement.

RSM will be using RSM employees only, there will be no part-time professional staff for this engagement.

Subcontractors

f. Will your Firm use outside contractors (subcontractors) for this engagement? If so, what confidentiality agreement is in place to protect sensitive information from disclosure? What allocation of the scope of services will be assigned to outside contractors (subcontractors)?

No, RSM has the necessary resources to perform the requested services and is confident in our ability to deliver the expected results without the use of subcontractors.

Staff due diligence—Hiring, evaluation, and monitoring

g. Indicate Respondent's due diligence process in hiring, evaluating, and monitoring its staff and contractors, as applicable.

RSM has hiring policies and procedures in place to help us evaluate and select personnel with the capabilities, competence and commitment to ethical principles necessary to perform our engagements in accordance with professional standards and regulatory and legal requirements.

Upon providing a conditional offer of employment, the firm conducts background checks on all employees. Depending on their role, employees sign a confidentiality agreement or employment agreement that includes confidentiality clauses. Each employee receives the firm's Information Security, Harassment-Free Workplace and Code of Conduct policies for review through our Code of Conduct Survey upon hire and then on an annual basis. The process for user provisioning and removal is automated and designed to provide and remove user access as required.

At RSM, we establish monitoring policies and procedures designed to provide reasonable assurance that the policies and procedures relating to our system of quality management are relevant, adequate, operating effectively and complied with in practice. In assuring that our quality management policies and



procedures remain relevant and adequate, we consider changes in professional standards or other regulatory requirements applicable to our practice. We also consider other external factors, such as industry trends, economic developments and emerging audit quality issues.

The firm's internal inspection program is designed to evaluate compliance with our system of quality management for its audit practice through an annual review of the elements of quality control and inspection of the work performed for a sample of audit engagements. The internal inspection program has two distinct elements: inspection and functional monitoring.

Engagements are selected by the National Office of Risk Management for inspection using a risk-based approach. This approach focuses, in part, on engagements in the higher risk zones and partners primarily serving clients in those same zones and considers other audit risk factors, as well. Engagements are selected for inspection so as to cover one-third of all partners annually.

Quality results are not only from the procedures performed on specific engagements but also from certain general functions that have an impact on all engagements and are administered by local offices and national groups. The National Office of Risk Management assesses the quality of the design and operation of these functions by monitoring the risks and controls existing in the following areas:

- Independence
- Client acceptance
- Engagement supervision and review
- Continuing professional education
- Evaluations of partners and other professionals
- · Regulatory relations

A technology-based tool is used to gather, sort, store and use information obtained through our internal inspection. Engagement-specific results, along with an engagement-quality rating, are reported to the engagement leader and the regional audit leader. Inspection findings are remediated, as required by professional standards. The results of all inspections are accumulated and reported to the firm's board of directors.

Relationships—Board members and fund staff

h. List any known professional or personal relationships Respondent or its employees or contractors may have with individual CTPF Board members and/or Fund staff.

Other than our association with Sage Intacct and other services as requested, we are not currently aware of any existing relationships between our firm and CTPF board members or staff.

Conflict of interest

i. Identify any potential or actual conflicts of interest you have in providing services to CTPF. State whether you have ever provided services to CTPF, the City of Chicago, the Chicago Board of Education ("Chicago Public Schools" or "CPS"), the Chicago Teachers' Union ("CTU"), the Retired Teachers' Association of Chicago ("RTAC"), the Chicago Principals and Administrators Association ("CPAA"), any Chicago charter school, or any employee group or trade organization related to the aforementioned entities. If so, please state the name of each such client or former client, contact information, and the nature and time frame of such representation. In providing such information you consent to and agree to release CTPF from any liability that may result from contacting such client(s) and communicating with such client(s) about your prior engagements, and soliciting an opinion regarding the work performed for

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such reference. In addition, please state how you intend to resolve any potential or actual conflict of interest.

j. Identify all public sector or ERISA fund clients who have terminated their working relationship with you in the past five (5) years and provide a brief statement of the reason(s) for the termination. Provide each client's contact information. You consent to and hereby release CTPF from any liability that may arise from contacting your former client(s) and communicating with them about the work you performed and the reason for your termination.

As a matter of policy and client confidentiality, RSM does not discuss names of clients or the circumstances surrounding the termination of our relationship with any individual client except as required by law or regulation. Like all other large public accounting firms, we periodically experience client turnover. Sometimes this turnover results from our internal client re-evaluation process. In other cases, we have lost clients as a result of their acquisition by nonclients or because of their preference for a change.

References from lost clients—RSM US is a large national accounting and professional services firm. As would be expected, clients frequently modify, re-scope and reconsider contracted arrangements—with some of those changes taking the form of contract terminations. Such contract adjustments are always bound by confidentiality provisions and, accordingly, we cannot comment.

We can represent that there have been no terminations or similar adjustments that are expected to impact our ability to serve our clients and meet our current and future contractual obligations.



G. INSURANCE, LIABILITY, CONFIDENTIALITY, AND LITIGATION

Cyberattack security and protection

a. What assurances can you provide that your Firm will not be subject to cyber- attacks? Describe security and protection measures and provide copies of any and all related policies.

RSM has a dedicated Cyber Incident Response Team (CIRT) that actively monitors potential security threats or events on the network. CIRT utilizes industry standard detection tools including IDS, Data Loss Prevention and SIEM to monitor events on the network.

As your service provider RSM can help ensure the Fund is not subject to cyberattacks by implementing robust security and protection measures. Common practices and measures employed are as follows:

- Encryption
- Access controls
- Regular security updates and patches
- Firewalls and intrusion detection/prevention systems (IDS/IPS)
- Regular vulnerability assessments and penetration testing
- Data backups and disaster recovery plans
- Employee training and awareness
- · Incident response and monitoring
- · Compliance with industry standards and regulations
- Third-party audits and certifications

By implementing these security and protection measures, we demonstrate our dedication to safeguarding your data and reducing the risk of cyberattacks.

Cybersecurity incident response and mitigation

b. Describe your expected response time to notify us if a cyber-attack or security breach should occur and the actions you would take to mitigate damages.

Information security incident plan and notification process to notify customers—RSM has an Incident Response Plan and Incident Response Task Force (IRTF) that will be utilized in the event of an incident. In the event of a security breach, clients will be notified in accordance with the terms agreed upon in the client contract. We cannot provide the Incident Response Plan as it is under attorney/client privilege.

Professional liability insurance

c. Please describe the levels of your professional liability insurance coverage for client security breaches (cyber risk) and any fiduciary or professional liability insurance your Firm carries. Is the coverage on a per client basis or is the dollar figure applied to the Firm as a whole? List the insurance carriers.

The firm's enterprise insurance program and specific policies are written to contemplate the firm as a whole and not on a per-client basis. The firm maintains insurance for professional liability, cyber and fiduciary among other types of insurance requisite for a firm of RSM's size and financial strength. Please refer to Appendix C for clarification.



RSM US uses the following insurance carriers, all of which carry an A.M. Best rating of A-VII or better:

- Commercial general liability, automobile liability, workers' compensation and employer's liability—
 National Fire Insurance Company of Hartford
- Property—The Continental Insurance Company
- Network security & privacy liability—Columbia Casualty Company
- Professional liability insurance (primary)—North American Capacity Insurance Company, a whollyowned subsidiary of Swiss RE International SE and others
- Crime—The Continental Insurance Company

Limitation of liability and negligence: contract terms

i. What limitation on liability, if any, do you impose through your contract? The Firm must not seek to unreasonably limit their liability for negligence.

The firm's enterprise insurance program and specific policies are written to contemplate the firm as a whole and not on a per-client basis. The firm maintains insurance for professional liability, cyber and fiduciary among other types of insurance requisite for a firm of RSM's size and financial strength. Please refer to Appendix C for clarification.

Bond

ii. Are you bonded?

RSM does not bond its employees; however, the firm maintains crime insurance coverage customary for similar organizations.

Post-contract liability coverage: duration and terms

iii. Does coverage for liability, due to your negligence, continue for a period following termination of the contract? If so, for how long?

Please reference the current MSA on file between RSM and CTPF dated March 15, 2019.

Insurance coverages

iv. Identify the amount, type of coverage, deductible, and any coinsurance.

RSM US maintains appropriate insurance coverage customary for a professional services firm of our financial size and strength. Should RSM be selected as your professional services provider, proof of coverage is available upon request. Please refer to Appendix B for insurance certificates.

Quality control

d. It is expected that the selected firm will have adequate quality control procedures in place to guarantee the accuracy of the work performed. Please describe your quality assurance procedures.

RSM provides leadership in achieving high-quality professional performance within the framework of individual accountability. Our firm's leadership sets a tone at the top that emphasizes quality as a critical component of our business strategy. It is expected that each engagement leader establishes a tone at the top for the engagement team that emphasizes high audit quality and excellent client service.



The operational responsibility for the quality control system is assigned to our National Professional Standards Group, National Office of Risk Management and Regional Professional Practice Offices, whose personnel have sufficient and appropriate experience and knowledge to identify and understand quality control issues and to develop appropriate policies and procedures, as well as the necessary authority to implement those policies and procedures.

Our National Professional Standards Group is led by our national audit leader. This group provides support to our professionals in the areas of auditing, accounting and financial reporting, and SEC and specialized industry matters by developing and updating the firm's general audit and industry-specific policies, methodologies and related guidance and tools. Within the National Professional Standards Group, we have Regional Professional Practice Offices, consisting of senior technical audit partners and other professionals who assist our engagement leaders by consulting on engagement-specific accounting and auditing matters.

Our National Office of Risk Management is under the leadership of our chief risk officer and is responsible for risk management on a firm-wide basis, so it monitors quality and risk for our audit, tax and consulting practices. As to the audit practice, the National Office of Risk Management oversees the firm's quality control system, inspection and peer review processes, and independence and regulatory compliance functions.

SOC 1 and SOC 2 reports

e. Provide the last 2 years of SOC 1 and SOC 2 type II reports or respond with N/A if you do not have such reports.

Please see PDFs of RSM's last two years of the SOC2 report provided under separate cover with our proposal submission. We do not conduct SOC 1 audits.

Note: The RSM Managed Services Service Organization Control 2 (SOC2) Type 2t contains confidential information subject to the confidentiality obligations outlined in the Master Services Agreement between your company and RSM and are not for distribution outside of your organization and its independent auditors/practitioners.

Firm's policies regarding confidentiality

f. What is the organization's policy on confidentiality during and after the engagement?

Confidentiality is required by the RSM Code of Professional Conduct. Confidentiality of proprietary information, including data obtained and prepared during the proposal process, is critical. Please refer to <a href="https://example.com/appendix.com/ap

Litigation

g. Has your Firm ever been involved in a lawsuit in the last ten (10) years involving any services provided by the Firm?

RSM US LLP is a national provider of accounting, tax and consulting services. Like other professional services firms, we engage in matters with legal and regulatory implications as a part of doing business. At any given time, most public accounting firms have ongoing legal activity.

As is customary within the accounting profession and other professional practices, RSM does not disclose information pertaining to legal proceedings. Settlements and regulatory activity often involve



matters that are subject to confidentiality agreements and orders that prohibit comment. However, there are no pending or actual claims that could reasonably be expected to impact our ability to serve our clients generally or to provide the services contemplated by this proposal, specifically.

h. If so, provide details, including description of the lawsuit, dates, and outcomes including any filed claims that were settled without litigation. Has your Firm, related entities, affiliates, principals, and/or officers been a party in any material civil or criminal litigation, or subject to investigation, disciplinary action, or regulatory review, whether or not directly related to services requested by this RFP? If so, provide details, including dates and outcomes.

Please refer to the response to litigation question (G)(g) on page 18.

i. If yes, please provide details, including dates and outcomes.

Please refer to the response to litigation question (G)(g) on page 18.

i. Describe any anticipated litigation in which your Firm may be involved.

Please refer to the response to litigation question (G)(g) on page 18.

ii. Describe any anticipated litigation in which your Firm may be involved.

Please refer to the response to litigation question (G)(g) on page 18.



H. CONTRACT OR AGREEMENT MANDATORY CTPF TERMS

Exceptions

a. Please state Respondent's exceptions to the below CTPF terms for negotiation purposes.

Please refer to Appendix C for exceptions and clarifications.

b. Provide additional details, if any, that we should be aware of regarding your contracting process.

Please refer to Appendix C for exceptions and clarifications.

i. The resolution of all dispute(s) arising from a contract award shall take place in the State of Illinois, County of Cook.

Please reference the current MSA on file between RSM and CTPF dated March 15, 2019.

ii. CTPF shall not waive its right to a Jury Trial.

Please reference the current MSA on file between RSM and CTPF dated March 15, 2019.

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I. REFERENCES

a. Please provide three (3) references who are clients for whom you have performed work similar to that requested in this RFP. Include the reference name, title, entity, address, telephone number, and description of the services provided.

Name	Contact information	Work performed
Earlham Savings Bank	Ryan Gerth Director of Information Technology +1 515 273 2412 ryan.gerth@earlhambank.com	Three years of managed network services on Cisco network stack (firewalls, switches, routers, wireless) including monitoring, software updates, support, and projects
Des Moines Area Regional Transit Authority	Kyle Foster Information Technology Director +1 515 349 1380 kfoster@ridedart.com	10+ years working with the transit authority to implement and support Cisco network environment including routing, security, wireless, and switching technologies
Laurens Municipal Power & Communications	Chad Cleveland General Manager +1 712-841-4610 chad@laurens-ia.org	 Managed network services, implementation services, and strategic planning around technology infrastructure

b. In providing such information, you consent to and hereby release CTPF from any liability that may arise from contacting your references and communicating with such references about your prior engagements, and soliciting an opinion regarding the work performed for such reference.

Respondent consents and releases CTPF for any liability that may arise from contacting our references.



J. REQUIRED DISCLOSURES

a. All Respondents must provide answers to each written disclosure requested below in categories (i) through (ix) as part of their RFP response. Note that VIII(J)(a)(vi) below requires completion of the EEOC chart attachment to this RFP. Failure to provide answers to each disclosure question or failure to provide the completed EEOC chart may cause your proposal to be deemed non-responsive. Respondents should use "none" or "not applicable" as appropriate, but a response must be provided for each disclosure category below.

- (i) The Respondent must disclose, labeling each category, separately:
- (a) any entity that is a parent of, or owns a controlling interest in, the Respondent,

RSM US LLP is a limited liability partnership and is well capitalized with significant partner and principal investment by its 1,100 partners and principals. All partners and principals are individuals, and no one partner or principal has more than 1% of the total capital investment in the firm.

(b) any entity that is a subsidiary of, or in which a controlling interest is owned by, the Respondent, The following are wholly owned direct and indirect subsidiaries of RSM US LLP and other entities in which RSM US has an equity interest:

- Birchtree Financial Services LLC [Oklahoma]
- Risk & Regulatory Consulting, LLC [Delaware]
- Rock River Insurance Company, LLC [Vermont]
- RSM Canada Consulting LP [Ontario, Canada]
- RSM Canada GP Inc. [Ontario, Canada]
- RSM Canada Limited [Ontario, Canada]
- RSM Canada Operations ULC [British Columbia, Canada]
- RSM Delivery Center (India) Private Limited [India]
- RSM US (Germany) GmbH [Germany]
- RSM US (Hong Kong) Limited [Hong Kong]
- RSM US (UK) Ltd. [United Kingdom]
- RSM US Canada Holdco LLP [lowa]
- RSM US Consulting (Shanghai) Co. Ltd. [China]
- RSM US Insurance Agency Services LLC [Delaware]
- RSM US International Holdco One LLC [Delaware]
- RSM US International Holdco Two LLC [Delaware]
- RSM US International Holdco Three LLC [Delaware]
- RSM US International Services, Inc. [Delaware]
- RSM US Mexico Consulting, S.C. [Mexico]
- RSM US Product Sales Holdings LLC [Delaware]
- RSM US Product Sales LLC [Delaware]
- RSM US SV, Ltda. de C.V. [El Salvador]



(c) any persons or entities who have an ownership or distributive income share in the Respondent that is in excess of seven and one-half percent (7.5%),

RSM US LLP is a limited liability partnership and is well capitalized with significant partner and principal investment by its 1,100 partners and principals. All partners and principals are individuals, and no one partner or principal has more than 1% of the total capital investment in the firm.

(d) any persons who serve as executive officers of the Respondent, including their titles.

Executive officer Name	Title
Brian Becker	Managing Partner and Chief Executive Officer
Bill Gorman	Chief Operations Officer
Christi Mack	Chief Financial Officer
John Brackett	Chief Risk Officer
Ernest Nedder	Chief Strategy and Innovation Officer
Katie Lamkin	Chief Human Resources Officer
Troy Cardinal	Chief Information Officer
Joel Shamon	National Audit Leader
Pat Vance	National Consulting Leader
Tony Urban	National Tax Leader

Direct payment to community, nonprofit organizations related to public education

- (ii) The Respondent must disclose, separately:
- (a) any direct or indirect payments in excess of \$1,000 per calendar year within the prior five (5) calendar years made to any community or not-for-profit organization relating to public education by:

(i) the Respondent,

RSM is not currently aware of any existing relationships between our firm and the Pension Fund, or trustees or employees of the Pension Fund, which would impair our independence or objectivity. Potential relationships between our firm and presumptive clients that could impair our independence or objectivity include, but are not limited to, the following:

- Our professionals having a direct financial interest in a client or a material indirect financial interest in a client
- Our professionals having a loan to or from a client, or an officer, director or principal stockholder of a client
- A member of a professional's immediate family or a close relative being employed in positions of significant influence with a client or an audit-sensitive position with a client
- Our professionals receiving from a client a gift or a discount that is not available to a regular consumer
- Our professionals serving as an officer or director for a client

All RSM partners and client service employees are provided access to our policies and procedures relating to independence and conflicts of interest and are educated about prohibited non-audit services, including consulting services. We obtain annual written acknowledgment regarding their understanding of,



and compliance with, these policies. Our firm uses our proprietary Client Engagement Assessment of Risks (CLEAR) application, which assists engagement teams in performing consistent and comprehensive evaluations of engagement risk, integrates our independence and business conflict checks process, helps assure that the engagement team has the requisite competency and experience, and provides our audit leadership with deeper insight into the risk profile of our client portfolio. We have identified no conflicts of interest with respect to our ability to serve the Chicago Teacher's Pension Fund.

(ii) any executive officer of the Respondent,

Please refer to respondent disclosure in section (J)(ii)(a)(i) on page 23.

(iii) any parent entity of the Respondent,

Please refer to respondent disclosure in section (J)(ii)(a)(i) on page 23.

(iv) the executive officers of any entity that is a parent of, or owns a controlling interest in, the Respondent, and

Please refer to respondent disclosure in section (J)(ii)(a)(i) on page 23.

(v) any Shareholder of Respondent with ownership or a distributive income share in the Respondent that is in excess of seven and one-half percent (7.5%);

Please refer to respondent disclosure in section (J)(ii)(a)(i) on page 23.

- (b) any formal involvement with any community or not-for-profit organization relating to public education by any person or entity identified in
- (a) above; and

Please refer to respondent disclosure in section (J)(ii)(a)(i) on page 23.

(c) any involvement as a member or director of a charter school that contributes to the Fund of any person or entity identified in (a) above.

Please refer to respondent disclosure in section (J)(ii)(a)(i) on page 23.

For purposes of this Section VIII(J)(a)(ii) and (iii), "Shareholder" shall mean any person who has an ownership or distributive income share in the Respondent.

Please refer to respondent disclosure in section (J)(ii)(a)(i) on page 23.

(iii). The Respondent must disclose if:

(a)(i)any executive officer of the Respondent,

Please refer to respondent disclosure in section (J)(ii)(a)(i) on page 23.

(ii) any parent entity,

Please refer to respondent disclosure in section (J)(ii)(a)(i) on page 23.

(iii) the executive officers of any entity that is a parent of, or owns a controlling interest in, the Respondent, and

Please refer to respondent disclosure in section (J)(ii)(a)(i) on page 23.

(iv) any Shareholder of the Respondent with ownership or a distributive income share in the Respondent that is in excess of seven and one-half percent (7.5%) has given any direct or indirect financial support in excess of \$1,000 per calendar year within the prior five (5) calendar years or (b) whether the persons or entities identified in (a) above have had any formal involvement within the prior five (5) calendar years



with a community or not-for-profit organization with a central purpose of influencing public policy related to budgetary and fiscal policy which directly or indirectly relates to the continued availability and long-term viability of defined benefit pensions in the public sector, to education policy, or to retirement security policy.

Please refer to respondent disclosure in section (J)(ii)(a)(i) on page 23.

For the purposes of this disclosure, an organization has the "central purpose" of influencing policy if it is understood with the exercise of reasonable due diligence, including but not limited to the examination of the organization's IRS filings and other publicly-available statements of purpose, that the organization intends to affect policy or engage in lobbying or other advocacy activity. A Respondent is not required to disclose contributions to organizations that engage in such activities in furtherance of providing medical research, aid to the poor, disaster relief, or other such tangible goods or service. The Trustees have determined that the following organizations presently fall under this required disclosure:

- American Enterprise Institute, American Legislative Exchange Council, Brookings Institution,
- California Common Sense, California Policy Center,
- Civic Committee of the Commercial Club, Heritage Foundation,
- Howard Jarvis Taxpayers Association, Illinois Municipal League,
- Illinois Policy Institute, Independent Institute, Jessie Ball DuPont Fund,
- Laura and John Arnold Foundation, Mackinac Center for Public Policy, Manhattan Institute for Policy Research, Massachusetts Taxpayers Foundation,
- Mercatus Center at George Mason University, National Council on Teacher Quality,
- National Institute for Labor Relations Research, Nelson Rockefeller Institute of Government, National Taxpayers United of Illinois,
- Pioneer Institute, R Street Institute,
- Reason Foundation, Show Me Institute, State Policy Network, StudentsFirst,
- Taxpayers for Sustainable Pensions, Taxpayers United of America, Teacherspensions.org,
- Texas Public Policy Foundation,
- The Future of Freedom of Foundation, The Pew Charitable Trust, UnionWatch,
- Urban Institute.
- Wyoming Liberty Group, and
- Any state or local affiliates or chapters of the above organizations.

It is the policy of RSM to comply with federal and state laws that regulate political contributions, campaign financing, and interactions with federal and state government officials. Employees have access to our firmwide written policy addressing:

- Payments, gifts and contributions to federal candidate
- Executive branch restrictions on gifts and payment of expenses
- Federal pay-to-play prohibitions

RSM does not reimburse personal political contributions to candidates, campaign funds, political parties, political action committees or similar organizations.

RSM's exempt organizations' tax team is diverse and robust, and our tax-exempt clients are some of the most politically and legislatively active organizations in the U.S. Our experience with lobbying activity is diverse and highly technical, which CTPF should expect from your professional services firm. As a part of your tax team, you will have specialists from our Washington National Tax team and national leaders assisting your organization in staying on course with its lobbying activity.

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Our clients benefit from our strong understanding of lobbying activity, influencing legislation, term legislation, and direct and grassroots lobbying communications. We can help you understand how lobbying activities affect your organization. Other issues that we frequently address include, but are not limited to:

- · Subsequent use of non-lobbying materials
- Mass media advertisements
- Electing organizations loss of exemption
- Nonpartisan analysis, study or research
- Technical advice communications
- Self-defense communications
- Membership communications
- Broad social and economic issues involvement
- Routine communications

(iv) The Respondent and any parent, controlling entity, subsidiary, or affiliate must disclose any direct or indirect financial relationships, transactions, or consulting agreements with the Chicago Board of Education entered into within the prior five (5) calendar years. Any such direct or indirect financial relationships, transactions, consulting agreements, or consulting-related contracts with the Chicago Board of Education entered into on or after the execution of an agreement shall be identified in an amended Respondent Disclosure within thirty (30) calendar days of any new relationship, transaction, investment, agreement, or contract with the Chicago Board of Education.

The Respondent understands it must disclose financial relationships, transactions, or consulting agreements in the past five years and any new relationships, transactions, or agreements after the agreement's execution should be disclosed within thirty days.

(v) The Respondent must disclose the names and addresses of any subcontractors and the expected amount and/or percentage of money each will receive under the agreement if authorized by the Fund.

N/A

(vi) The total number of Respondent's staff. The number of Respondent's staff and percentage of its staff, broken out separately for each category, who are (1) a minority person, (2) a female, or (3) a person with a disability. This information must be provided using the EEOC chart available on CTPF's website. Supplemental information to the EEOC chart is welcome.

Please refer to respondent's EEOC chart.

(vii) The number of current contracts that the Respondent has with a (1) minority owned business, (2) female owned business, or (3) business owned by a person with a disability.

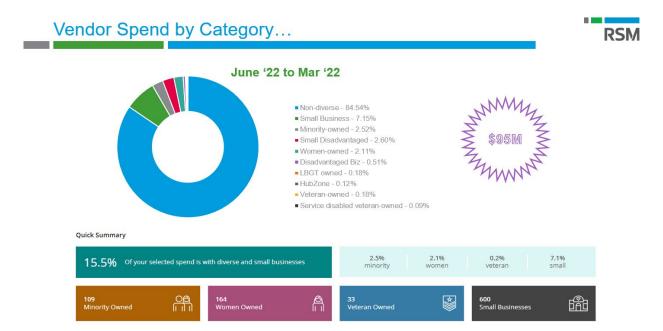
RSM's formal supplier diversity program is in its formative stages. We do not currently track the specific number of contracts we have with minority-owned businesses, female-owned businesses, or businesses owned by persons with disabilities. However, through recent participation in a third-party reporting mechanism, we can report that from June 2022 through March 2023, we did business with 109 minority-owned and 164 women-owned businesses. We remain committed to promoting diversity and inclusion in our business practices, and it is our intention in the next fiscal year to have an established system for capture our contracts with 8 distinct categories



(viii) The number of current contracts that the Respondent has with a business other than (1) a minority owned business, (2) a female owned business, or

(3) a business owned by a person with a disability, under which, while the business is not owned by one of the above categories, where more than fifty percent (50%) of services performed pursuant to the contract are performed by (1) a minority person, (2) a female, or (3) a person with a disability.

We do not currently track tier two spending or the specific number of contracts where more than 50% of services are performed by individuals from minority, female, or disabled communities. However, we value diversity in our supply chain and understand the impact that our prime suppliers can have through their use of diverse suppliers. We continue to be committed to providing equal opportunities for all qualified suppliers, regardless of their size, location, or background.



(ix) The Respondent shall agree to annually disclose various EEO data and diversity of vendor's contracts as required by the Fund.

The Respondent agrees to annually disclose annually disclose various EEO data and diversity of vendor's contracts as required by the Fund.



APPENDICES

Appendix A—Engagement team biographies



Danny Collins

Partner, Risk Consulting RSM US LLP Denver, Colorado danny.collins@rsmus.com +1 303 298 6490



Summary of experience

Danny is responsible for planning and overseeing the fieldwork on projects for private and publicly owned clients in a wide range of industries, including financial services, technology, consumer goods, industrials and health care. His thorough knowledge of organizational risks and internal controls, combined with a wide range of experiences, serves to help companies identify and address their risks. Danny serves as the Rocky Mountain regional leader for risk consulting services and focuses on addressing business and technology risks, System and Organization Controls (SOC) reports, internal audits, data analytics and IT controls.

Danny's skills include analyzing client internal control systems and helping clients address business and technology risks, including IT security systems, business process optimization, evaluating established controls and procedures, security processes and procedures, substantiating and documenting discovered control weaknesses, and formulating and presenting recommendations for improvement to management. Danny's experience in this area includes analysis and reviews of the following:

- FFIEC, National Institute of Standards and Technology, HIPAA, GLBA, HITRUST, compliance assessments
- SOC 1 and SOC 2
- Sarbanes-Oxley (SOX), Federal Deposit Insurance Corporation Improvement Act controls
- Data and intellectual property security and integrity
- Corporate security policies and procedures—security governance
- Third-party assurance and vendor management

Education

- Master of Science, accountancy, University of Missouri
- Bachelor of Arts, accountancy, University of Missouri





Patricio Cadena

Director, Technology Consulting RSM US LLP Chicago, Illinois patricio.cadena@rsmus.com +1 312 634 3118



Summary of experience

Patricio has 18 years of experience in the technology industry with consulting experience spanning operational IT, cybersecurity, governance, and internal audit. He holds a deep understanding of IT operations, service management and first-line processes in complex, global organizations and has led numerous digital transformation efforts as a functional lead as well as serving as virtual CIO for numerous clients. He has extensive project management experience leading system implementations and departmental restructuring efforts. He currently is the leader for government and nonprofit for the managed IT services, cloud, and infrastructure practice at RSM.

Prior to joining RSM, Patricio provided technical consulting services focusing on network and systems design across financial institutions, health care, legal, and education verticals. Most recently, Patricio led the IT department for a global nonprofit organization handling large-scale system implementations and managing a team across operations, security, applications and project management.

Areas of specialization

- IT Strategy and operations
- IT governance
- Cybersecurity
- Managed services
- Nonprofit industry
- Financial institutions

Professional affiliations and credentials

ITIL 4 Foundation

Education

Bachelor of Science, industrial engineering, University of Iowa





John Antuna

Manager, Management Consulting RSM US LLP Chicago, Illinois john.antuna@rsmus.com +1 312 634 3154



Summary of experience

John provides technology consulting services as a customer technology advisor in MITS to a variety of public and private sector entities. John has been in the information technology sector for more than 20 years and has worked in health care, manufacturing, telecommunications and other sectors. He has successfully built and led both application development and infrastructure teams.

In his current role, John delivers advice and consultation regarding complex information technology matters, providing customers with expertise to build information technology roadmaps and delivering successful solutions.

Professional affiliations and credentials

- Scrum master certified
- ITIL V3 foundations

Education

• Bachelor of Science, math/computer science, University of Illinois, Chicago





Joel Yager

Director, Technology Consulting RSM US LLP Denver, Colorado joel.yager@rsmus.com +1 303 298 6467



Summary of experience

Joel is a director in RSM's managed IT services practice and is based in Denver, CO. He has 20 years of experience in the technology industry and consulting experience in IT operations and critical business Application implementation and Support. Joel leads numerous projects to transform client operations and modernize IT departments and technology in multiple Industries, including nonprofit, finance, technology and industrials.

Joel offers clients a vast array of skills in the following areas:

- Active Directory and DNS
- Software configuration and support
- SharePoint design and configuration
- ERP installation and configuration, and Support
- Network Systems configuration and migration

Software experience and specialized training includes the following:

- Microsoft Windows Server
- Microsoft SQL Server
- Microsoft Dynamics GP
- Microsoft Office SharePoint Server
- System and Network Security

Professional affiliations and credentials

- Microsoft Dynamics GP installation and configuration
- Microsoft Office SharePoint Server: configuration
- Microsoft Windows SharePoint Services: configuration
- Microsoft Certified Systems Administrator
- ITIL 4 Foundations

Education

Bachelor of Science, information systems security, Westwood College





John Chambers

Director, Technology Consulting RSM US LLP Mason City, Iowa john.chambers@rsmus.com +1 641 494 2121



Summary of experience

John focuses on network infrastructure design, implementation and support, with a focus on next-generation, context-aware network security. He is the security lead of RSM's national network and unified communication solutions team, which encompasses network cyber defense technologies, transport systems and unified communication platforms.

Network security focus: John possesses extensive background designing and implementing next-generation firewall (NGFW) feature sets to assist clients with their firewall, advanced malware protection, intrusion-prevention, web filtering, and threat analytic/reporting needs. He also has considerable experience designing and implementing Cisco Identity Services Engine (ISE) as a network access control (NAC) solution.

Network implementation and support: John has experience providing end-user training and assisting with the implementation of large Cisco VoIP phone system deployments, including configuration of desktop and wireless telephones and coordination of low-voltage cabling contractors for large network rewire projects. He is experienced with the configuration, deployment and support of network switches ranging from access layer devices to chassis-based high-availability platforms.

Before joining RSM in 2013, John worked for a health care provider as a senior infrastructure analyst where he was a key member of the local team responsible for the implementation and support of data, voice, and wireless networks at over 40 health care facilities throughout northern lowa. Prior to joining the network infrastructure team, he was a desktop and network services technician. As a member of the desktop and network services team, John provided end-user support to physicians and other nursing and administrative staff at multiple health care facilities, was the local VMware administrator, and was heavily involved with a large data center relocation and redesign project.

John has extensive experience providing implementation and support of wireless local area networks (LANs). He was the first-call support for a large multisite wireless LAN consisting of 16 wireless LAN controllers and over 500 access points. John also has experience with the AirMagnet product suite to perform predictive and passive wireless surveys and to validate wireless coverage and assist with wireless network design, implementation and troubleshooting.





Scott German

Principal, Technology and Management Consulting RSM US LLP Des Moines, Iowa scott.german@rsmus.com +1 515 281 9212



Summary of experience

In addition to leading RSM's managed infrastructure services which includes delivery of managed IT services for network and other infrastructure related technologies, Scott also provides important account management and valuable high-level technology design and advisory services to clients across a wide array of industries with a deep understanding for those with regulatory requirements.

Scott has helped many clients obtain IT organization efficiency through the use of IT managed services and strategic utilization of cloud services. This includes the transition to managed services as well as the continued operation of the IT organization and environment utilizing managed services. He has assisted organizations in making a smooth and calculated move to the cloud to help lower risk and stabilize IT spending. Much of Scott's time with clients is spent helping align technology with business goals, planning IT projects, and assisting with regulatory compliance within IT. Scott also assists the RSM technology advisory group, performing technology assessments for a broad range of clients.

Scott joined RSM in 2005, first providing support for, and then leading implementations of various hardware and software technologies at clients throughout lowa.

Professional affiliations and credentials

- VMware Certified Professional (VCP)
- Microsoft Certified Technology Specialist (MCTS)
- Microsoft Certified Professional (MCP)
- NetApp Server Virtualization Accredited Professional (SVAP)

Education

Bachelor of Science, management information systems, lowa State University, Ames





Jennifer Bailey

Account Manager, Sales RSM US LLP Atlanta, Georgia jennifer.bailey@rsmus.com +1 404 751 9107



Summary of experience

Jennifer contributes over 30 years of business management and client services experience with ten years focused on health care as the co-owner of an Atlanta-based assisted living community. She spent 10 years serving clients as both an M&A advisor and sales executive in the financial software space, with four years focused on the Sage software portfolio, including Sage Intacct.

Throughout her career, she has put her effective management and leadership abilities to work helping profit and nonprofit organizations further enhance their business efficiencies to ultimately achieve their corporate missions. She has strategically positioned herself to be a first-choice advisor in the middle market sector with experience in the health care, nonprofit, construction real estate, fintech, manufacturing and distribution industries. She brings experience in business development, transaction management, partner relations, business operations and regulatory compliance.

As an RSM team member, Jennifer looks forward to guiding clients as they navigate the ever-evolving technology landscape. Together we deliver technology investment optimization to support business growth while maximizing ROI.

Professional affiliations and credentials

- ERP sales specialist, Sage Intacct
- Sage Intacct community user





Matt Somerman

Director, Managed Technology Services RSM US LLP Chicago, Illinois matt.somerman@rsmus.com +1 847 331 0260



Summary of experience

Matt works with clients to help them achieve their business objectives through effective deployment of technology services and solutions. He is responsible for developing new client relationships, growing existing relationships and providing value to clients across the spectrum of consulting services that RSM provides.

Matt brings over 19 years of professional services experience from both the sales and delivery sides within ERP (SAP, Microsoft and Oracle), cloud solutions and managed services. Matt spent approximately 5 years in operations with an asset backed hedge fund and a large bank prior to moving to consulting where he functioned as both a senior consultant and regional sales director for 13 years focused on MITS. Most recently, Matt spent the past 3 years with one of the world's largest tech companies leading cross functional teams responsible for creating value at some of company's largest strategic customers.

Matt is a native of Chicago and enjoys spending time with his family and playing golf.

Education

Bachelor of Science, business communications, The University of Kansas



Appendix B—Certificates of insurance

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Ann Rick Services Northerst, Inc.

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ACORD 25 (2016.03)

CERTIFICATE HOLDER

RSM US LLP 331 West Third Street, Suite 200 Davenport, IA 52801

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CANCELLATION





CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 11/21/2022

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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 confier rights to the certificate holder in fied of such endorsement(s).						
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Aon Risk Services Central, Inc. Chicago IL Office 200 East Randolph Chicago IL 60601 USA		PHONE (A/C. No. Ext):	(312) 381-1000	FAX (A/C. No.): (312) 381-70	07	
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RSM US LLP 331 W. 3rd st., Suite 200 Davenport IA 52801 USA					Authorized representative Aon Risk Services Central Inc.				

Aon Rish Services Central, Inc.

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Identifier

Holder

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CERTIFICATE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY) 11/21/2022

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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Appendix C—Exceptions and clarifications

Chicago Teacher's Pension Fund Request for Proposal No. FY23-0009 for Network Operations Center ("NOC") Services Exceptions and Clarifications

We ("RSM", "Bidder", "Consultant", "we", or "us") have reviewed the Chicago Teacher's Pension Fund ("CTPF") Request for Proposal ("RFP") No. FY23-0009 for Network Operations Center ("NOC") Services.

If CTPF selects us based upon our response to the RFP, we would seek to negotiate in good faith modifications, additions, or clarifications of the Terms and Conditions of the Agreement in the areas discussed below and other potential areas, provided that such revisions are consistent with the exceptions noted herein and are in accordance with standard industry practices. Given our extensive experience in contracting with state and county agencies similar to CTPF, we are confident that we can reach an agreement with you on these issues. Notwithstanding anything to the contrary contained in the RFP or this response thereto, our obligation to perform any services shall follow the execution by both parties of a mutually agreed upon definitive agreement.

Further, any Agreement entered into by and between Bidder and CTPF would be limited to the services provided by Bidder only. The performance, operation, and availability of a third-party product, as well as any corresponding warranties, service levels agreements, end user license agreements or other terms of use or licensing, and data privacy and security obligations and so forth related to a third-party product, would be governed by separate agreements CTPF would enter into directly with the licensor, manufacturer, or owner of such third-party product. We will not be a party or signatory to any such agreements. Accordingly, if we are awarded the work under this the RFP, the Agreement between Bidder and CTPF would need to be appropriately tailored to address the varying responsibilities and obligations of the Bidder and CTPF with respect to third-party products. As stated above, we are confident that we can reach an agreement with you on these issues.

Contract Terms and Conditions:

Section G. Insurance, Liability, Confidentiality, and Litigation

- c. **Insurance Requirements.** We maintain insurance customary to similar companies of its financial size and strength. Bidder carries Statutory Worker's Compensation, Commercial General Liability, Professional Liability and other miscellaneous insurance policies. If awarded the work, we will negotiate in good faith specific types of insurance and liability limits that are mutually agreed upon and appropriate to the scope of work. In addition, we will request clarifications and modifications to the terms that would be typical for larger firms with sophisticated risk management programs, such as notice requirements for cancellation or material change, and for additional insured endorsements. Fff
- f. RSM US LLP is a large national accounting/professional services firm. As with other national professional services firms, legal and regulatory activity is part of doing business. At any given time, most public accounting firms will have ongoing legal activity. As is customary within the accounting profession and with other professional practices, RSM US does not disclose its litigation history. Settlements and regulatory activity often involve matters that are bound by confidentiality agreements and orders on which we cannot comment. There are no claims currently in process that are expected to impact our ability to serve our clients.

Section XXII. MOST FAVORED TERMS. As a large national firm with many thousands of individual, commercial, and public sector clients, we are not able to undertake the actions necessary to confirm compliance without a significant reduction in the scope of the provision. We can represent that we believe the prices contained in our response are fair, reasonable, and competitive.



Appendix D—Consulting disclaimer

This document, including any appendices, is the response (the Response) by RSM US LLP (RSM) to the request for proposal issued by the Chicago Teachers' Pension Fund (CTPF).

The information provided in this Response constitutes RSM's confidential and proprietary information and is being furnished with the understanding that CTPF shall keep all such information confidential. Without limiting the foregoing, the information provided in this Response shall not be used for any purpose other than determining whether CTPF wishes to proceed to enter into an agreement with RSM to undertake the professional services described in this Response. This Response and the information contained in it is for the sole use and benefit of CTPF and may not be disclosed to any person other than an employee or advisor (legal or accounting only) of CTPF who is informed of the confidential nature of such information and who requires the information in order to carry out this evaluation.

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