

**CLERK'S CONTRACT and AGREEMENT COVER PAGE**

**Legistar File ID#:** 2025-0828

**Contract #:** 20250455

**Start date:** 1/25/2026

**End date:** 1/24/2029

**Amount:** \$ 707,735.55

**Contingency Amount:** \$ 0.00

**Department:** Technology Department

**Total Contract Amount:** \$ 707,735.55

**Contract Type:** Professional Services

**Contractors Name:** Computer Aid Inc.

**Status of Ownership:** N/A

**Status of Sub:** N/A

**Certification:** Attached

Self-Certifying

Did not disclose

**Contract Description:** Network Security Monitoring Services

3 year contract - FY 2026 \$235,911.85 - FY 2027 \$235,911.85  
FY2028 \$235,911.85.





**AGREEMENT BETWEEN THE VILLAGE OF ORLAND PARK AND  
Computer Aid, Inc. FOR PROFESSIONAL SERVICES**

THIS AGREEMENT (hereinafter, the “Agreement” or the “Contract”) is made October 20, 2025, by and between the VILLAGE OF ORLAND PARK (hereinafter referred to as “Village”) and Computer Aid, Inc. (hereinafter referred to as “Consultant”) for the performance of certain professional services for the Village in connection with AGREEMENT BETWEEN THE VILLAGE OF ORLAND PARK AND COMPUTER AID, INC. FOR PROFESSIONAL SERVICES (hereinafter referred to as the “Project”, the “Work”, or the “Services”).

WITNESSETH:

In consideration of the mutual covenants set forth herein by the Village and the Consultant (hereinafter referred to collectively as the “Parties”), the Parties agree as follows:

1. **Scope of Work:** The Consultant agrees to and shall timely perform and fully complete the “Scope of Services” as set forth in:
  - The Consultant’s Statement of Work #003, and dated August 13, 2025; and/or
  - Village of Orland Park RFQ/RFP/Purchase Order No. \_\_\_\_\_,which is/are attached hereto and made a part of this Agreement as Exhibit A (the “Work” or the “Project”). The terms, conditions and specifications set forth in Village’s Request for Qualifications (RFQ), Request For Proposal (“RFP”), and/or Purchase Order and any other Village document shall supersede, govern, and prevail over any inconsistent terms, conditions, and/or specifications on any other documents submitted by the Consultant. Any provisions in the Consultant’s Proposal or Bid or other submittals which are in conflict with or inconsistent with any of the same provisions in the Village’s RFQ, RFP, and/or Purchase Order shall be void to the extent of such conflict or inconsistency and the terms of the Village’s RFQ, RFP, and/or Purchase Order shall control.
  
2. **Payment:**
  - A. **Compensation:** The Village agrees to pay the Consultant, and the Consultant agrees to accept as compensation for all Services and/or Work and/or the Project required by this Agreement the amount(s) set forth as follows:
    - the amount(s) set forth on Exhibit A (the “Consultant’s Proposal”);
    - the amount(s) based upon the Schedule of Fees set forth on Exhibit B attached hereto and thereby made a part hereof; and
    - A not-to-exceed amount of \$235, 911.85 for FY 2026, \$235,911.85 for FY 2027, and \$235,911.85 for FY 2028 for a total not-to-exceed contract amount of \$707,735.55 (“Contract Price”) and a not-to-exceed Board approved budgeted amount for FY 2029 and FY 2030.(i) It is expressly understood and agreed to by both Parties that in no event shall the total amount to be paid by the Village for the complete and satisfactory performance of services, under this Agreement exceed of \$235, 911.85 for FY 2026, \$235,911.85 for FY 2027, and \$235,911.85 for FY 2028 for a total not-to-exceed contract amount of \$707,735.55 (“Contract Price”) and a not-to-exceed Board approved budgeted amount for FY 2029 and FY 2030. Said price shall be the total compensation for Consultant’s performance hereunder including, but not

**\*1501451-06-1-14\***

[\*\*\*PROFSRVS1501451 \*6 \*317122578165450957780698154354361699040622192463\*1\*14\*\*\*]

limited to, all work, deliverables, materials, supplies, equipment, subcontractor's fees, and all reimbursable travel and miscellaneous or incidental expenses to be incurred by Consultant. In the event the Consultant incurs cost in excess of the sum authorized for service under this Agreement, the Consultant shall pay such excess from its own funds, and the Village shall not be required to pay any part of such excess, and the Consultant shall have no claim against the Village on account thereof. For the avoidance of doubt, in no event shall Consultant be entitled to receive more than this not-to-exceed amount and this amount includes all costs incurred by Consultant in connection with the work and services authorized hereby, including, but not limited to: (i) any known or unknown and/or unexpected condition(s); (ii) any and all unforeseen difficulties; (iii) any unanticipated rises in the cost of labor, materials or equipment, changes in market or negotiating conditions, and errors or omissions made by the Consultant or others; (iv) the character of the work and/or services to be performed; and (v) any overrun in the time or cost necessary for the Consultant to complete the work due to any causes, within or beyond its control. Under no circumstances shall the Village be liable for any additional charges if Consultant's actual costs and reimbursable expenses for such work, service or deliverable exceed the not-to-exceed price. Accordingly, Consultant represents, warrants and covenants to the Village that it will not, nor will Consultant have anyone on its behalf, attempt to collect an amount in excess of the not to exceed price agreed to by the Consultant as set forth above

- B. Invoices: The Consultant agrees to and shall prepare and submit:
- an invoice to the Village which the Village shall pay upon completion and approval of the Work; or
  - invoices for progress payments to the Village as hereinafter set forth for Services completed to date. Invoices shall be prepared monthly and shall document the time/hours expended as the Work is completed to date by the Consultant.
- C. Payment: Notwithstanding any provision of the Illinois Local Government Prompt Act (50 ILCS 505/1, et seq.) (the "Act") to the contrary, the Parties agree that any bill approved for payment by the Corporate Authorities shall be paid within sixty (60) days after the date of approval. If payment is not made within such sixty (60) day period, an interest penalty of 1% of any amount approved and unpaid shall be added for each full thirty (30) day period, without proration, after the expiration of the aforementioned sixty (60) day payment period, until final payment is made. No other provision of the Act shall apply to this contract.
- D. Withholding Payment: Notwithstanding anything to the contrary herein contained, no compensation will be paid to or claimed by the Consultant for services required to correct deficiencies attributable to errors or omissions of the Consultant, and all such errors or omissions must be corrected by the Consultant at their sole cost and expense. Notwithstanding anything to the contrary herein contained, the Village has the right to withhold from payment due the Consultant such sums as are reasonably necessary to protect the Village against any loss or damage which may result from: (i) the negligence of or unsatisfactory Services of the Consultant; (ii) the failure by the Consultant to perform the Consultant's obligations hereunder; or (iii) claims filed against the Village relating to the Services. Any sums withheld from the Consultant as provided in this section, and subsequently determined to be due and owing to the Consultant, will be paid to the Consultant.
- E. Appropriation of Funds: The Parties hereto agree that, if the term of this Agreement extends beyond the current fiscal year of the Village (the current fiscal year being the year in which the first date of the term of this Agreement falls), this Agreement is subject to the appropriation of funds by the Village Board of Trustees and/or any other funding agencies for each subsequent

**\*1501451-06-2-14\***

[\*\*\*PROFSRVS1501451 \*6 \*317122578165450957780698154354361699040622192463\*2\*14\*\*\*]

year. If the Village, and/or any other governmental agency providing funding for this Service, fails to make such an appropriation, the Village may terminate this Agreement and the Consultant will be entitled to receive, as its sole and exclusive remedy, compensation for Services properly performed to the date of termination to the extent the Village has funds available and appropriated to pay the Consultant such amount. Upon the request of the Consultant, the Village will inform the Consultant as to whether any governmental agency other than the Village is providing funding to pay all or a portion of the Services.

F. Records: The Consultant's records relating to the Services must be kept in accordance with generally accepted principles of accounting consistently applied and must be retained by the Consultant for a period of not less than five (5) years following the completion of the Services. Such records must be available to the Village or any authorized representative of the Village, upon reasonable prior notice, for audit and review during normal business hours at the Village offices, 14700 S. Ravinia Ave. Orland Park, IL 60462. In addition, such records must be available, upon reasonable prior notice, for audit and review by any other governmental agency providing funding for all or any portion of this Service.

3. Contract Documents: The term "Contract Documents" means and includes, but is not limited to, this Agreement and the following, which are each attached hereto and thereby made a part hereof:

Scope of Services as set forth in the Consultant's Statement of Work #003, dated August 13, 2025 (Exhibit A)

Schedule of Fees (Exhibit B)

In the event of any conflict between this Agreement and any other Contract Document, this Agreement shall prevail and control over the terms and conditions set forth in such other Contract Documents.

4. Time is of the Essence; Dates of Commencement and Completion; Progress Reports:

A. Time is of the essence in this Contract. The Services to be performed by the Consultant under the Contract Documents shall commence no later than January 25, 2026 (hereinafter the "Commencement Date"), and shall be completed no later than January 24, 2029, with the option to extend for two (2) additional years, 2029 and 2030, at the Village's discretion with an expiration date of January 24, 2031. (hereinafter the "Completion Date"), barring only Acts of God, due to which the Completion Date may be modified in writing with the prior approval of the Village. If the Consultant fails to complete the Services by the Completion Date, the Village shall thereafter have the right to have the Services completed by another independent consultant, and in such event, the Village shall have the right to deduct the cost of such completion so incurred by the Village from payments otherwise due to the Consultant for the Services and/or the right to recover any excess cost of completion from the Consultant to the extent that the total cost incurred by the Village for the completion of the Work which is the subject of the Contract Documents exceeds the Contract Price.

B. Progress Reports. The Consultant must prepare and submit monthly progress reports describing the Services performed in the prior month and anticipated to be performed in the following one-month period. The Services schedule shall insure that each of the Services provided being completed within a timeframe that does not negatively impact the Village's compliance any federal, state, or local regulations (if applicable).

5. Venue and Choice of Law: The Consultant and the Village agree that the venue for any and all disputes shall solely be in Cook County, Illinois, in which the Village's Village Hall is located. This

**\*1501451-06-3-14\***

[\*\*\*PROFSRVS1501451 \*6 \*317122578165450957780698154354361699040622192463\*3\*14\*\*\*]

Contract and all other Contract Documents shall be construed and interpreted in accordance with the laws of the State of Illinois.

6. Nonassignability: The Consultant shall not assign this Contract, or any part thereof, to any other person, firm, or corporation without the prior written consent of the Village, and in no case shall such consent relieve the Consultant or its surety from the obligations herein entered into by the same or change the terms of this Contract.
7. Notices and Communications: Where notice is required by the Agreement it shall be considered received if it is delivered in person, sent by registered United States mail, return receipt requested, delivered by messenger or mail service with a signed receipt, sent by facsimile or e-mail with an acknowledgment of receipt, to the following:

**To the Village:**

Name: Tad Spencer  
Village of Orland Park  
14700 South Ravinia Avenue  
Orland Park, Illinois 60462  
Telephone: (708)403-6212  
Email: [tspencer@orlandpark.org](mailto:tspencer@orlandpark.org)

**To the Consultant:**

Name: GRC  
Company: Computer Aid, Inc.  
Address: 1390 Ridgeview Drive  
City, State, Zip: Allentown, PA, 18104  
Telephone: 913-579-6716  
Email: [governance@cai.io](mailto:governance@cai.io)

**With a copy to:**

Name: Gregg Feinberg, Esp.  
Address: 1390 Ridgeview Dr., Ste 301  
City, State, Zip: Allentown, PA, 18104  
Email: [gregg@feinberglaw.com](mailto:gregg@feinberglaw.com)

or to such other person or persons or to such other address or addresses as may be provided by either party to the other party.

8. Right to Alter Scope of Services Reserved: The Village reserves the right to alter the plans, extend or shorten the Scope of Services, add to the Scope of Services as may be necessary, and increase or decrease the scope and/or quantity of the Services, including the deduction or cancellation of any one or more of the unit price items, or to cancel the Contract and the Services in their entirety for any reason.
9. Control and Inspection of Work: Unless otherwise specified in the Contract Documents, inspection, acceptance or rejection of goods and/or Services shall be made after delivery. Final inspection, acceptance and/or rejection of the goods and/or Services shall not impose liability on the Village for goods and/or Services not in accordance with the Contract Documents as determined solely by the Village. Payment shall not be due on rejected goods and/or Services until and unless fully corrected and/or replaced as determined by the Village. All Services performed by the Consultant shall be done in conformance with this Agreement and the other Contract Documents as determined solely by the Village, and this Agreement shall control.
10. Timely Written Response and Written Report(s) of Resolution Relative to Certain Incident(s), Claim(s) and/or Complaint(s):

**\*1501451-06-4-14\***

\*\*\*PROFSRVS1501451 \*6 \*317122578165450957780698154354361699040622192463\*4\*14\*\*\*

- A. All alleged incident(s), claim(s), or complaint(s) related to any alleged death, injury and/or damage to persons and/or to public or private property related to the Consultant's work or services provided pursuant to this Contract shall be reported to the Village and resolved by the Consultant and/or its agent in a timely manner.
- B. Within three (3) business days after receipt by Consultant of an initial written or verbal notice of any such incident, claim, or complaint, the Consultant shall also provide to the Village, and to any third-party making such claim or complaint, the name, telephone number, and cellular number of the Consultant's officer or employee who will be responsible for managing the resolution thereof until its final resolution by the Consultant and/or by the Consultant's insurer or agent.
- C. Within ten (10) business days after the Consultant's receipt of the first notice of an alleged incident, claim, or complaint related to any alleged death, injury, and/or damage to persons and/or to public or private property (the "incident, claim, or complaint"), the Consultant or its agent(s) shall provide to the Village and to any third-party person making such claim or complaint an initial written response relative to such incident, claim or complaint, and the efforts and current progress of the Consultant and/or its agents to date toward the resolution of such incident, claim or complaint.
- D. If complete resolution of the incident, claim, or complaint has not been reached within the aforesaid ten (10) business day period, the Consultant or its agent shall continue to use all reasonable efforts to fully resolve the incident, claim, or complaint, and to that end, further updated written status reports of resolution, or progress toward resolution, as the case may be, of such incident, claim, or complaint shall be provided to the Village by the Consultant not less than monthly until such incident, claim, or complaint is fully resolved.
- E. The Consultant or its agents will be expected to use best efforts to resolve most incident(s), claim(s), or complaint(s) involving minor damage to public or private property within said initial ten (10) business day period after the Consultant receives its initial verbal or written notice of such incident, claim, or complaint.

11. Insurance:

A. Prior to Commencement of Work:

- (i) Prior to commencement of any Services under the Contract Documents, Consultant shall supply to the Village certificates of insurance as specified below. Consultant shall not start the Services contemplated by the Contract until Consultant has obtained all insurance required under this Paragraph 11, and all such insurance coverage has been obtained and approved by the Village Manager, or his designee.

(ii) Minimum Scope of Insurance:

Coverage shall be at least as broad as Insurance Services Office ("ISO") Commercial General Liability occurrence form CG 00 01 04 13 with the "Village of Orland Park and its officers, officials, employees, agents and volunteers" named as additional insureds on a primary and non-contributory basis. This primary, non-contributory additional insured coverage shall be confirmed through the following required policy endorsements (or their substantial equivalents): ISO Additional Insured Endorsement CG 20 10 04 13 or CG 20 26 04 13, and CG 20 01 04.

If this box is checked, a Completed Operations Endorsement (CG 20 37 04 13) is also required.

**\*1501451-06-5-14\***

B. Insurance Required: The Consultant shall procure and maintain, for the duration of the Contract, insurance against claims for injuries to persons or damage to property, which may arise from or in connection with the performance of the Work hereunder by the Consultant, its employees, subconsultants, and other agents, and:

(i) Commercial General Liability:

- (a) \$1,000,000 combined single limit per occurrence for bodily injury, and property damage and \$1,000,000 per occurrence for personal injury. The general aggregate shall be \$2,000,000.
- (b) The Village of Orland Park, and its officers, officials, employees, agents and volunteers, are to be named and covered as additional insureds as respects: liability arising out of the Consultant's work, including activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, leased or used by the Consultant, or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the Village of Orland Park and its officers, officials, employees, agents and/or volunteers.
- (c) The Consultant's insurance coverage shall be primary and non-contributory as respects the Village of Orland Park and its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the Village of Orland Park and/or on behalf of its officers, officials, employees, agents and/or volunteers shall be excess of Consultant's insurance and shall not contribute with it.
- (d) Any failure to comply with reporting provisions of any applicable insurance policies shall not affect coverage provided to the Village of Orland Park and/or its officers, officials, employees, agents and/or its volunteers.
- (e) The Consultant's insurance shall contain a Severability of Interests/Cross-Liability clause or language stating that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- (f) If any commercial general liability insurance is being provided under an excess or umbrella liability policy that does not "follow form", then the Consultant shall be required to name the "Village of Orland Park, and its officers, officials, employees, agents and volunteers" as additional insureds.
- (g) All general liability coverages shall be provided on an occurrence policy form. Claims-made general liability policies will not be accepted.
- (h) The Consultant and all subconsultants hereby agree to waive any limitation as to the amount of contribution recoverable against them by the Village of Orland Park, and/or by its officers, officials, employees, agents and/or its volunteers. This specifically includes any limitation imposed by any state statute, regulation, or case law including any Workers' Compensation Act provision that applies a limitation to the amount recoverable.

(ii) ISO Business Auto Liability coverage form number CA 00 01, Symbol 01 "Any Auto": \$1,000,000 combined single limit per occurrence for bodily injury, and property damage and \$1,000,000 per occurrence for personal injury.

(iii) Workers' Compensation Insurance:

Such coverage as required by the Workers' Compensation Act of the State of Illinois with coverage of statutory limits and Employers' Liability Insurance with limits of \$500,000 per accident. The insurer shall agree to waive all rights of subrogation against the "Village

**\*1501451-06-6-14\***

of Orland Park, its officers, officials, employees, agents and volunteers” for losses arising from work performed by the Consultant for the Village.

(iv) Professional Liability:

- (a) Professional liability insurance with limits not less than \$1,000,000 each claim with respect to negligent acts, errors and omissions in connection with professional services to be provided under the contract, with a deductible not-to-exceed \$50,000 without prior written approval.
- (b) If the policy is written on a claims-made form, the retroactive date must be equal to or preceding the effective date of the contract. In the event the policy is cancelled, non-renewed or switched to an occurrence form, the Consultant shall be required to purchase supplemental extending reporting period coverage for a period of not less than three (3) years.

(v) Umbrella Policy:

If the general aggregate limit for Commercial General Liability coverage provided is less than \$2,000,000, pursuant to Section 11(B)(i) above, then a \$2,000,000 Umbrella Policy shall also be provided which policy shall follow all required coverages as set forth above, other than Worker’s Compensation and Professional Liability coverages.

- (vi)  Cyber Liability Coverage: for losses arising out of the Consultants work or work product resulting from a network/data breach, malware infection, cyber extortion, ransomware, exposure of confidential, personally identifiable and financial information, intellectual property and other related breaches. This coverage will apply to but not limited to damages for notification cost, credit monitoring expenses, public relations expenses, computer system/software damage and related financial losses.

C. Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by the Village of Orland Park.

D. All Coverages:

- (i) No Waiver. Under no circumstances shall the Village, or its officers, officials, employees, agents or volunteers be deemed to have waived any of the insurance requirements of this Contract by any act or omission, including, but not limited to:
  - (a) Allowing work by Consultant or any subconsultant to start before receipt of Certificates of Insurance and Additional Insured Endorsements.
  - (b) Failure to examine, or to demand correction of any deficiency, of any Certificate of Insurance and Additional Insured Endorsement received.
- (ii) Each insurance policy required shall have the Village of Orland Park expressly endorsed onto the policy as a Cancellation Notice Recipient. Should any of the policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.
- (iii) When requested by the Village Manager, or his designee, Consultant shall promptly provide the respective original insurance policies for review and approval by the Village Manager, or his designee.

E. Acceptability of Insurers: Insurance is to be placed with insurers with a Best’s rating of no less than A-, VII and approved to do business in the State of Illinois.

F. Verification of Coverage: Consultant shall furnish the Village of Orland Park with certificates of insurance naming the “Village of Orland Park, its officers, officials, employees, agents and volunteers”, as additional insureds (except on Professional Liability), and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the Village Manager, or his

**\*1501451-06-7-14\***

- designee, before any work commences. The following additional insured endorsements may be utilized (or their substantial equivalent): ISO Additional Insured Endorsements CG 20 10 04 13 or CG 20 26 04 13, and CG 20 37 04 13 – Completed Operations, where required. In the event a claim is filed, the Village reserves the right to request full certified copies of the insurance policies and endorsements.
- If this box is checked, a Completed Operations Endorsement (CG 20 37 04 13) is also required.
- G. Subconsultants: Consultant shall include all subconsultants as insureds under its policies or shall furnish separate certificates and endorsements for each subconsultant. All coverages for subconsultants shall be subject to all of the requirements stated herein.
- H. Assumption of Liability: Consultant assumes liability for all injury to or death of any person or persons including employees of the Consultant, any subconsultant, any supplier or any other person and assumes liability for all damage to property sustained by any person or persons occasioned by or in any way arising out of any work performed pursuant to this Contract.
- I. Insurance Certifications: In addition to providing Certificates of Insurance as required by the contract documents, the Consultant shall submit to the Village a signed certification with each Request for Payment, stating that all the insurance required of the Consultant remains in force. Failure to submit such a certification shall be grounds to withhold payment in full or in part.
- J. Insurance Requirements Cannot Be Waived by Village: Under no circumstances shall the Village be deemed to have waived any of the insurance requirements of the related Contract by any act or omission, including, but not limited to: (1) allowing the Work to commence by the Consultant or any subconsultant of any tier before receipt of Certificates of Insurance; (2) failing to review any Certificates of Insurance received; (3) failing to advise the Consultant or any subconsultant of any tier that any Certificate of Insurance fails to contain all the required insurance provisions, or is otherwise deficient in any manner; or (4) issuing any payment without receipt of a Sworn Statement from the Consultant and all subconsultants of any tier stating that all the required insurance is in force. The Consultant agrees that the obligation to provide the insurance required by this Agreement or any of the contract documents is solely its responsibility and that this is a requirement which cannot be waived by any conduct, action, inaction or omission by the Village. Consultant shall also protect the Village by specifically incorporating this Paragraph into every subcontract entered into relative to the Work contemplated herein and also requiring that every subconsultant incorporate this Paragraph into every sub-subcontract it enters into relative to the Work contemplated herein.
- K. Liability of Consultant and Subconsultant is Not Limited by Purchase of Insurance: Nothing contained in the insurance requirements of this Agreement or any Contract Documents is to be construed as limiting the liability of the Consultant or the liability of any subconsultant of any tier, or either of their respective insurance carriers. The Village does not, in any way, represent that the coverages or limits of insurance specified is sufficient or adequate to protect the Village, the Consultant, or any subconsultant's interest or liabilities, but are merely required minimums. The obligation of the Consultant and every subconsultant of any tier to purchase insurance shall not, in any way, limit their obligations to the Village in the event that the Village should suffer an injury or loss in excess of the amount recoverable through insurance, or any loss or portion of the loss which is not covered by either the insurance of the Consultant or any subconsultant's insurance.
- L. Notice of Bodily Injury or Property Damage: The Consultant shall notify the Village, in writing, of any actual or possible claim for personal injury or property damage relating to the Work, or of any occurrence which might give rise to such claim, promptly upon obtaining first knowledge of same.

**\*1501451-06-8-14\***

[\*\*\*PROFSRVS1501451 \*6 \*317122578165450957780698154354361699040622192463\*8\*14\*\*\*]

- M. Updated Proof Required: The Consultant agrees that at any time upon the demand of the Village, updated proof of such insurance coverage will be submitted to the Village. There shall be no additional charge to the Village for said insurance.
- N. Higher and More Expansive Standard Applicable: To the extent other insurance requirements of the Contract Documents contradict this Paragraph 11, the more expansive and higher standard, in terms of type and amount of coverage, shall govern.

12. Indemnity:

- A. To the fullest extent permitted by law, the Consultant hereby agrees to defend, indemnify and hold harmless the Village, its elected and appointed officials, employees and agents against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, costs and expenses, which may in anywise accrue against the Village, its elected and appointed officials, employees, and agents arising in whole or in part or in consequence of the performance of the Work by the Consultant, its employees, or subconsultants, or which may in anywise result therefrom, except that arising out of the sole legal cause of the Village, its elected and appointed officials, employees or agents, the Consultant shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith, and, if any judgment shall be rendered against the Village, its elected and appointed officials, employees or agents, in any such action, the Consultant shall, at its own expense, satisfy and discharge the same.

In addition to the indemnification provided above, Consultant will indemnify, defend and hold harmless the Village, IDOT (if IDOT is providing funding for all or any portion of the Contract Sum), the FTA (if the FTA is providing funding for all or any portion of the Contract Sum), any other governmental agency providing funding for all or any portion of the Contract Sum, and their officers, directors, employees, agents, affiliates and representatives, from and against any and all claims, demands, suits, liabilities, injuries, causes of action, losses, expenses, damages or penalties, including, without limitation, court costs and attorneys' fees, arising or resulting from, or occasioned by or in connection with any and all claims which are based upon or make the contention that any of the Deliverables or other materials supplied to the Village or used by the Village in the manner recommended by the Consultant, in whole or in part, constitute infringement of any copyright, trademark, patent, trade secret or other proprietary rights of any third party. This indemnification, defense and hold harmless obligation will serve the termination or expiration of this Agreement, whether by lapse of time or otherwise. This indemnification obligation will not be limited (i) by a limitation on the amount or type of damages, compensation or benefits payable by or for Consultant or any other party pursuant to any common law or case.

Excluded from Consultant's indemnification obligations are any indemnification or defense obligations or payment of any damages, losses, claims, liability, suit, cost or expense related to a cyber-attack hacking security breach or intrusion in any form upon the Village's computer systems unless caused by negligence or wrongful act of Consultant.

- B. Consultant expressly understands and agrees that any performance bond or insurance policies required by this Contract, or otherwise provided by the Consultant, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Village, its elected and appointed officials, employees or agents as herein provided.
- C. Consultant further agrees that to the extent that money is due the Consultant by virtue of this Contract as shall be considered necessary in the judgment of the Village, such funds may be retained by the Village to protect itself against said loss until such claims, suits, or judgments

**\*1501451-06-9-14\***

[\*\*\*PROFSRVS1501451 \*6 \*317122578165450957780698154354361699040622192463\*9\*14\*\*\*]

- shall have been settled or discharged and/or evidence to that effect shall have been furnished to the satisfaction of the Village.
- D. In the event that the Village is not immune from liability under any applicable law, and only in such event, the Village hereby agrees to indemnify and hold harmless the Consultant, its officers, directors, employees and subconsultants (collectively, Consultant) against all damages, liabilities or costs, including reasonable attorney's fees and defense costs, to the extent caused by the Village's negligent acts in connection with the Project and the acts of the Village, and/or any of its officers, trustees and/or employees.
  - E. Neither the Village nor the Consultant shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence, or for the acts of their respective officers, trustees, employees and/or agents.
  - F. The provisions of this Paragraph 12 shall survive any termination of the Contract.

13. Village Confidential Information:

- A. Consultant warrants that it shall not disclose, use, sell, rent, trade, or otherwise provide Village Confidential Information to any person, firm, or entity for any purpose outside of the specific purposes of the Contract Documents, except as necessary to comply with applicable State or Federal laws.
- B. The provisions of this Paragraph 13 shall survive any termination of the Contract.

14. Professional Standard: The Consultant hereby covenants and agrees that the Consultant will perform all Services described in this Agreement in accordance with the Professional Standard. In connection with the execution of this Agreement, the Consultant warrants and represents as follows:

- A. Feasibility of Performance. The Consultant (i) has carefully examined and analyzed the provisions and requirements of this Agreement, including all Exhibits hereto; (ii) understands the nature of the Services required; (iii) from its own analysis has satisfied itself, to the extent reasonably possible, as to the nature of all things needed for the performance of this Agreement and all other matters that in any way may affect this Agreement or its performance; (iv) represents that this Agreement is feasible of performance in accordance with all of its provisions and requirements; and (v) can and will perform, or cause to be performed, the Services in accordance with the provisions and requirements of this Agreement.
- B. Ability to Perform: The Consultant hereby represents and warrants to the Village, with the intention that the Village rely thereon in entering into this Agreement, that: (a) the Consultant is financially solvent; (b) the Consultant, and each has the training, capability, experience, expertise, and licensing necessary to perform the Services in accordance with the requirements of this Agreement and the Professional Standard; (c) the Consultant possesses and will keep in force all required licenses, permits and accreditations to perform the Services; (d) the Consultant has full power to execute, deliver and perform this Agreement and has taken all necessary action to authorize such execution, delivery and performance; (e) the individual(s) executing this Agreement are duly authorized to sign the same on the Consultant's behalf and to bind the Consultant hereto; and (f) the Consultant will perform the Services described herein promptly, diligently and continuously with an adequate number of qualified personnel to ensure such performance.
- C. Authorized to do Business in Illinois: The Consultant certifies that it is a legal entity authorized to do business in Illinois, 30 ILCS 500/1.15.8, 20-43.
- D. Certification to Enter into Public Contracts: The Consultant certifies that it is not barred from contracting with any unit of state or local government as a result of a violation of either Section

**\*1501451-06-10-14\***

[\*\*\*PROFSRVS1501451 \*6 \*317122578165450957780698154354361699040622192463\*10\*14\*\*\*]

33E-3 or 33E-4 of the Illinois Criminal Code or violating the prohibition set forth in Section 50-10.5(e) of the Illinois Procurement Code, 30 ILCS 500/50-10.5e or any similar offense of any State of the United States which contains the same elements as the Illinois offenses of bid-rigging or bid rotating.

- E. Payment to the Illinois Department of Revenue: Consultant certifies that it is not delinquent in payment of any taxes to Illinois Department of Revenue.
  - F. Debarment. The Consultant certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the Agreement by any federal department or agency. The Consultant will not knowingly use the services of any related party barred or ineligible for contracts by any federal, state or local governmental agency or applicable Laws for any purpose in the performance of the Services.
  - G. Interest of members of the Village: Consultant certifies that no member of the governing body of the Village and no other officer, employee, or agent of the Village who exercises any functions or responsibilities in connection with the planning or carrying out of the Services, has any personal financial interest, direct or indirect, in this Agreement; and the Consultant shall take appropriate steps to assure compliance.
  - H. Interest of Professional Services Provider and Employees. Consultant certifies that it presently has no interest and shall not acquire interest, direct or indirect, in the various project areas or any parcels therein or any other interest which would conflict in any manner or degree with the performance of Consultant Services hereunder. The Consultant further covenants that in the performance of this Agreement, no person having such interest shall be employed.
15. No Conflicts of Interest: The Consultant warrants that it has no conflict of interest and has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, brokerage fee, gift(s), or any other consideration, contingent upon or resulting from the award or the making of this Contract.
16. Compliance with Laws: Consultant shall comply with all applicable federal, state, and local laws, ordinances, rules and regulations, and any and all orders and decrees of any court, administrative body or tribunal applicable to the performance of the Contract. Included within the scope of the laws, ordinances, rules and regulations referred to in this paragraph, but in no way to operate as a limitation, are: Occupational Safety & Health Act (“OSHA”); Illinois Department of Labor (IDOL”), Department of Transportation, and all forms of traffic regulations; public utility, Intrastate and Interstate Commerce Commission regulations; Workers’ Compensation Laws, the Social Security Act of the Federal Government and any of its titles, the Illinois Human Rights Act, and EEOC statutory provisions and rules and regulations. Evidence of specific regulatory compliance will be provided by the Consultant if requested by the Village.
17. Equal Employment Opportunity: The Consultant shall be an “equal opportunity employer” as defined in the United States Code Annotated. The Consultant shall be required to comply with the President’s Executive Order No. 11246, as amended, and the requirements for Bidders and Consultants under this order are explained in 41 CFR 60-4. The Consultant shall fully comply with all applicable provisions of the Illinois Human Rights Act.

**\*1501451-06-11-14\***

[\*\*\*PROFSRVS1501451 \*6 \*317122578165450957780698154354361699040622192463\*11\*14\*\*\*]

18. Certifications: By the execution of this Agreement, the Consultant certifies that: (1) the Consultant is not delinquent in the payment of any tax administered by the Illinois Department of Revenue as required by 65 ILCS 5/11-42.1-1; (2) the Consultant has a written sexual harassment policy as required by and shall otherwise comply in all respects with the Illinois Human Rights Act (775 ILCS 5/2-105(A)(4)); (3) the Consultant will provide a drug-free workplace as required by and shall otherwise comply with the Illinois Drug-Free Workplace Act (30 ILCS 580/1, et seq.); (4) the Consultant has in place a written policy as required by and that it does and shall otherwise comply with the Illinois Substance Abuse Prevention on Public Works Projects Act (820 ILCS 265/1, et seq.); and (5) the Consultant is not and/or was not barred from bidding on this Contract pursuant to Section 33E-3 or 33E-4 of the Illinois Criminal Code (720 ILCS 5/33E-3 and 5/33E-4).
19. Project Documentation: Upon execution of this Agreement relative to the Project, notwithstanding anything contained in any other Contract Documents to the contrary, the Consultant and its subconsultants agree to and shall release to the Village any and all right, title, and interest in and to any and all Project Documentation depicting, documenting, or recording the Services, and/or the Work, and/or the Project which is the subject of the Contract Documents, prepared or created by the Consultant and/or its subconsultants, including but not limited to any and all drawings, plans, specifications, photos, reports, videos, and/or other recordings on any electronic media (sometimes collectively referred to as "Project Documentation"), and any and all of such Project Documentation shall become the property of the Village. The Consultant and its subconsultants further warrant to the Village that they have the legal right to convey said Project Documentation to the Village. The Work contemplated by the Contract Documents shall not be considered complete until and unless legible and complete physical and electronic copies of all such Project Documentation have been delivered to the Village. The Village may reuse Project Documentation without the prior written authorization of the Consultant, but the Village agrees to waive any claim against the Consultant arising from any unauthorized reuse or modification of the Project Documentation.
20. Illinois Freedom of Information Act: The Illinois Freedom of Information Act (FOIA) applies to public records in the possession of a party with whom the Village has an Agreement. The Village of Orland Park will have only a very short period of time from receipt of a FOIA request to comply with the request, and there is a significant amount of work required to process a request including collating and reviewing the information. Vendor acknowledges the requirements of FOIA and agrees to comply with all requests made by the Village for public records (as that term is defined by Section 2(c) of FOIA) and to provide the requested public records to the Village within two (2) business days of the request being made by the Village. Vendor agrees to indemnify and hold harmless the Village from all claims, costs, penalty, losses and injuries (including but not limited to, attorney's fees, other professional fees, court costs and/or arbitration or other dispute resolution costs) arising out of or relating to its failure to provide the public records to the Village under this agreement.
21. Independent Contractor: It is mutually understood and agreed that the Consultant shall have full control of the ways and means of performing the Professional Services referred to above and/or which is the subject of this Agreement and the related Contract and that the Consultant or his/its employees, representatives or Subconsultants are in no sense employees of the Village, it being specifically agreed that in respect to the Village, the Consultant and any party employed by the Consultant bears the relationship to the Village of an independent contractor.

**\*1501451-06-12-14\***

[\*\*\*PROFSRVS1501451 \*6 \*317122578165450957780698154354361699040622192463\*12\*14\*\*\*]

22. Duration: This Agreement and the related Contract Documents shall be in effect from the date of the Contract until the completion of the Services, but the obligations of the Consultant under Paragraphs 12 and 13 shall continue after such termination.
23. Advertisement: The Consultant is specifically denied the right to use in any form or medium the name of the Village for public advertising unless express permission is granted by the Village.
24. Amendments: No agreement or understanding to modify this Agreement or the related Contract Documents shall be binding upon the Village unless in writing and signed by the Village's authorized agent. All specifications, drawings, and data submitted to the Consultant with this Agreement or the related Contract Documents are hereby incorporated and made part thereof.
25. Termination; Remedies: Notwithstanding any other provision hereof, the Village may terminate the Agreement in the event of a default by the Consultant or without cause at any time upon 15 days prior written notice to the Consultant. In the event that the Agreement is so terminated and the Consultant is not in default or breach of this Agreement, the Consultant shall be paid for Services actually performed and reimbursable expenses actually incurred, if any, prior to termination, not exceeding the value of the Services completed which shall be determined on the basis of the rates set forth in the Consultant's Proposal.
26. Supersede: The terms, conditions and specifications set forth in this Agreement shall supersede, govern, and prevail over any inconsistent terms, conditions, and/or specifications on any other Contract Documents.
27. Severability: In the event any section, subsection, paragraph, sentence, clause, phrase or provision of this instrument or part thereof shall be deemed unlawful, invalid, unenforceable or ineffective by any court of competent jurisdiction, such decision shall not affect the validity, enforceability or effectiveness of the remaining portions of this instrument.
28. Facsimile or Digital Signatures: Facsimile or digital signatures shall be sufficient for purposes of executing, negotiating, and finalizing this Contract, and this Contract shall be deemed delivered as if containing original signatures if such delivery is made by emailing a PDF of a scanned copy of the original, hand-signed document, and/or by use of a qualified, established electronic security procedure mutually agreed upon by the Parties.
29. Counterparts: This Agreement may be executed in one or more counterparts, which counterparts when affixed together, shall constitute one and the same original document.
30. No Third Party Beneficiaries: The parties do not intend to confer any benefit hereunder on any person, firm or corporation other than the parties hereto.
31. Entire Agreement: The Contract Documents (including all Exhibits attached thereto which by reference are made a part of the Agreement) and all other written agreements signed by all of the parties hereto which by their express terms are a part of the Contract Documents, are the final expression of, and contain the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior understandings with respect thereto.

**\*1501451-06-13-14\***

[\*\*\*PROFSRVS1501451 \*6 \*317122578165450957780698154354361699040622192463\*13\*14\*\*\*]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officer in quadruplicate counterparts, each of which shall be considered as an original.

Computer Aid, Inc.

VILLAGE OF ORLAND PARK

By: **D. Abraham Hunter**

By: **George Koczvara**

Name: E-SIGNED by D. Abraham Hunter  
on 2025-12-23 20:39:19 GMT

Name: E-SIGNED by George Koczvara  
on 2025-12-23 22:24:54 GMT

Its Chief Revenue Officer  
& Authorized Agent

Title: **Village Manager**

EXHIBIT A  
[ATTACH]

Scope of Work as set forth in Consultant's Statement of Work #003, dated August 13, 2025.

**\*1501451-06-14-14\***

[\*\*\*PROFSRVS1501451 \*6 \*317122578165450957780698154354361699040622192463\*14\*14\*\*\*]

EXHIBIT A

**CAI**<sup>®</sup>

# Statement of Work #003

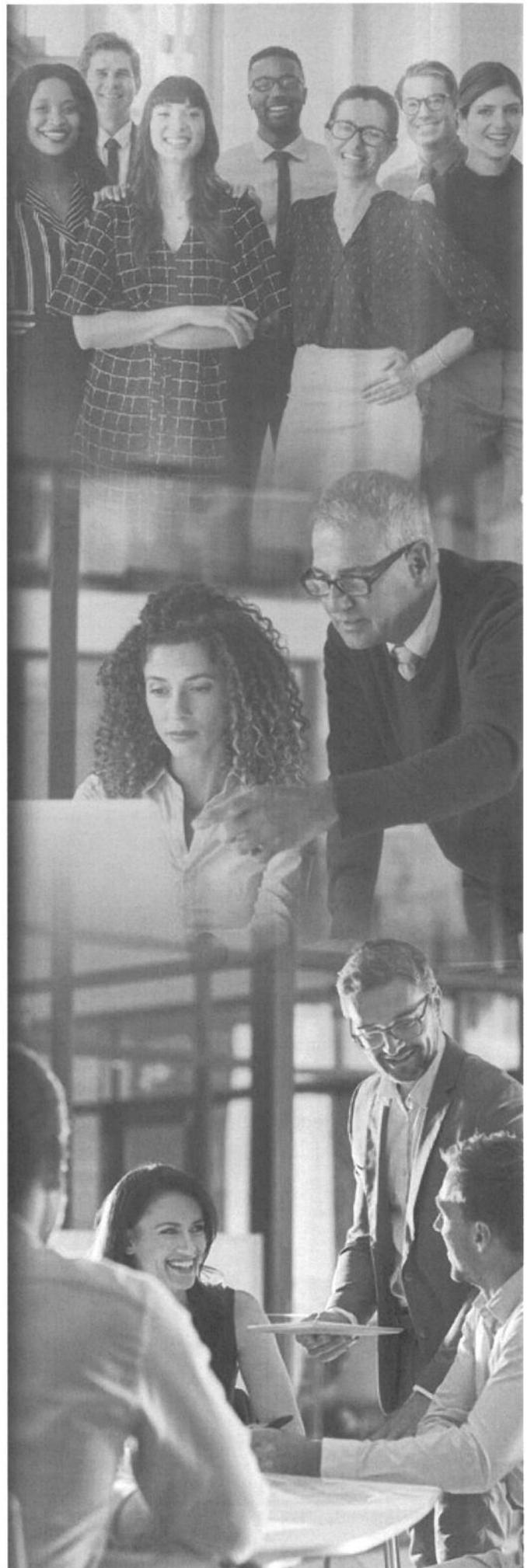
Prepared for

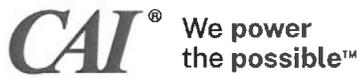
Village of Orland Park,  
Illinois

Managed Detection and  
Response Services

Date Submitted: August 13, 2025

Submitted by Computer Aid, Inc.





# Table of Contents

- 1. Executive Overview .....2**
- 2. Term .....2**
- 3. Scope of Services .....2**
  - 3.1. Description ..... 2
    - 3.1.1. Business Objectives ..... 2
    - 3.1.2. Requirements and Success Indicators ..... 2
  - 3.2. Scope ..... 2
    - 3.2.1. Requested Services ..... 2
    - 3.2.2. Optional Services ..... 3
  - 3.3. Approach ..... 3
  - 3.4. Timeline ..... 3
  - 3.5. Roles ..... 3
    - 3.5.1. CAI / LMNTRIX Team Roles ..... 3
    - 3.5.2. Village Team Roles ..... 5
- 4. Pricing .....7**
  - 4.1. Service Fees ..... 7
  - 4.2. Expenses ..... 7
- 5. Change Control .....7**
- 6. Notice to Proceed .....8**
- Appendix A | Approach .....9**
  - Monitoring and Service Delivery ..... 9
- Appendix B | Change Control .....14**
  - Change Request Form ..... 14

## 1. Executive Overview

---

Computer Aid, Inc. (“CAI”) is pleased to provide this Statement of Work (“SOW”) to Village of Orland Park (“Village” or “Client”) for Information Technology services. This SOW is subject to the terms and conditions of the Master Services Agreement (“Agreement”) between CAI and Village, effective Month Day, Year. No terms in this SOW take precedence over the Master Services Agreement unless explicitly noted. The terms and conditions and pricing set forth in this SOW are valid until December 31, 2025.

## 2. Term

---

This is an extension of the services outlined in SOW001 executed on January 24, 2025. The estimated Duration to complete this SOW is three (3) years with two optional renewal years.

The term of this Statement of Work is defined by the Duration and can be revised by a change request mutually agreed upon by both parties following the APPENDIX B | CHANGE CONTROL process.

## 3. Scope of Services

---

### 3.1. Description

CAI will provide cybersecurity advisory services in support of strategic initiatives by providing Managed Detection and Response (MDR) Services

#### 3.1.1. Business Objectives

The following are the primary business objectives of providing MDR solutions:

- Protect Village, employee, and customer data.
- Identify areas where threat actors are actively identifying vulnerabilities
- Improve security operations through 24x7x365 monitoring for advance threat, detection, and response.

#### 3.1.2. Requirements and Success Indicators

The requirements and primary success indicators include:

- Ability to provide 24x7x365 security monitoring
- Real-time responsiveness to threats or anomalies within an agreed upon timeframe to minimize impact
- Tracking and reporting of network security activity
- On-going upgrading and patches of the SOC monitoring solution against latest threats and vulnerabilities

### 3.2. Scope

#### 3.2.1. Requested Services

CAI shall provide the LMNTRIX Adaptive Threat Response (ATR) security services listed below and detailed by this SOW:

##### Detect Sensor

- Provide the ATR Continuous Detection which is comprised of service elements: (1) LMNTRIX Detect, (2) LMNTRIX Intelligence



CAI Headquarters  
 1390 Ridgeview Drive  
 Suite 300  
 Allentown PA 18104-9065

- Provide one (1) or more instances of on-premises Multi-Threat Detection Sensor(s) (virtual system) or physical appliance with support for up to 24 cores.
- Provide hourly ingest of predictive intelligence exchange (PIE) feed into the Detect platform.
- Maintain and update information for ATR Portal

**Response Agents**

- Provide ATR Continuous Response comprised of service elements: (1) LMNTRIX Detect, (2) LMNTRIX Intelligence, (3) LMNTRIX Respond.
- Deploy Advanced Endpoint Threat Detection & Response (EDR) agents on up to 415 endpoints.
- Provide hourly ingest of predictive intelligence exchange (PIE) feed into the Detect and Respond platforms.
- Provide Breach Validation & Containment as required.
- Provide Proactive Threat Hunting (endpoint) as required.
- Maintain and update information for ATR Portal

**ThinkGrid**

- Provide one (1) or more Security Data Aggregators (SDA's) on Village's premises to capture logs, net flow, metadata, or truncated flows and forward them to the ThinkGrid platform hosted on the LMNTRIX Cloud.
- SIEM replacement providing open-source search and analytics engine enabling scalability and reliance.

**3.2.2. Optional Services**

Additional MDR services may be requested. If the Village desires these optional services, they will be quoted through a change order or new SOW.

Please see APPENDIX B | CHANGE CONTROL for change request form.

**3.3. Approach**

Please see APPENDIX A | APPROACH for detailed approach as well as monitoring and service delivery.

**3.4. Timeline**

The project start date will be 01/24/2026. The services will extend for one (3) calendar years and will be subject to annual renewal for up to five (5) years.

**3.5. Roles**

**3.5.1. CAI / LMNTRIX Team Roles**

Role	Key Activities / Responsibilities
CAI Service Delivery Manager	CAI will provide resources required to perform the following: <ul style="list-style-type: none"> <li>• Financial management of the services</li> <li>• Village relationship management</li> </ul>

Role	Key Activities / Responsibilities
	<ul style="list-style-type: none"> <li>• Consult on issue and risk escalation</li> <li>• Other duties as required</li> </ul>
CAI Cybersecurity Lead	<p>CAI will provide resources required to perform the following:</p> <ul style="list-style-type: none"> <li>• Quality Assurance</li> <li>• Liaison as needed with LMTNRIX</li> <li>• Coordination with Village Leadership</li> <li>• Oversee the CAI Service Team</li> <li>• Provide subject matter expertise</li> <li>• Other duties as required</li> </ul>
Project Manager	<p>CAI will provide resources required to perform the following:</p> <ul style="list-style-type: none"> <li>• Participate as a PM with the CAI Support Team</li> <li>• Adaptive Threat Response (ATR) security services as described above</li> <li>• Provide a single point of contact ("Project Manager" or "PM") for all issues relating to the ATR Services delivered within the scope of this Service. Such person shall be identified and shall be available during Standard Business Hours.</li> <li>• Designate a backup contact when the Project Manager is not available.</li> <li>• Define the communication flow with Village's project sponsor and key stakeholders.</li> <li>• Participate in regularly scheduled meetings with Village to discuss the status of the service, identify and document dependencies, risks and issues associated with the successful delivery of the service.</li> <li>• Act as the focal point for change management procedures.</li> </ul>
Incident Manager	<p>CAI will provide resources required to perform the following:</p> <ul style="list-style-type: none"> <li>• Participate as the Incident Manager within the CAI Service Team</li> <li>• Support the Adaptive Threat Response (ATR) security services as described above</li> <li>• Primary point of contact in the event of a security incident detected by the ATR solution</li> <li>• Participate in regularly scheduled meetings with Village to discuss the status of the service, identify and document dependencies, risks and issues associated with the successful delivery of the service.</li> </ul>
Security Analyst	<p>CAI will provide resources required to perform the following:</p> <ul style="list-style-type: none"> <li>• Participate as Security Analyst with the CAI Service Team</li> <li>• Perform functions in the Cyber Defense Center (CDC) to include</li> <li>• Support the Adaptive Threat Response (ATR) security services as described above.</li> </ul>

Role	Key Activities / Responsibilities
	<ul style="list-style-type: none"> <li>Participate in regularly scheduled meetings with Village to discuss the status of the service, identify and document dependencies, risks and issues associated with the successful delivery of the service.</li> </ul>

Figure 1: CAI/LMNTRIX Roles

### 3.5.2. Village Team Roles

Role	Commitment	Key Activities / Responsibilities
Project Sponsor – Director of Information Technology	Participation as needed	Village will provide resources required to perform the following: <ul style="list-style-type: none"> <li>Serve as the primary source of sponsorship and business vision</li> <li>Responsible for project communication and organizational mobilization</li> <li>Responsible for escalated issue resolution</li> <li>Updated regularly regarding status and critical decisions over the course of the engagement</li> <li>Help evaluate options and resolve escalated business issues</li> <li>Assist with communications and be a visible champion for the project</li> <li>Designate a single point of contact to whom all The CAI Service Team communications may be addressed and who has authority to act on all aspects of the ATR services.</li> <li>Designate a backup, or secondary, contact that has the authority to act on all aspects of the Services in the absence of the primary contact.</li> <li>Identify a project sponsor and key stakeholders and define their roles in supporting this project.</li> </ul>
Security Point of Contact	Participation as needed	Village will provide resources required to perform the following: <ul style="list-style-type: none"> <li>Participate in regularly scheduled project review meetings or conference calls.</li> <li>Review the project schedule, objectives, services, and roles and responsibilities with the CAI Service Team.</li> </ul>

Role	Commitment	Key Activities / Responsibilities
		<ul style="list-style-type: none"> <li>• Work with the CAI Cybersecurity Lead and CAI Service Team PM to ensure Village’s project sponsor, key stakeholders and all project team members receive project communications and are included in regularly scheduled communications sessions.</li> <li>• Work with the CAI Cybersecurity Lead and CAI Service Team PM to schedule the kick-off meeting and communicate the meeting schedule to the Village- identified stakeholders.</li> <li>• Provide information and documentation required by the CAI Service Team within a timely manner to maintain project schedules.</li> <li>• Notify the CAI Service Team of any Hardware and/or Software upgrades that relate to the delivery of the Services or any other change within Village’s current network that relate to the delivery of the Services at least ten (10) business days prior to such upgrade.</li> <li>• Notify the CAI Service Team of any scheduled implementation activities within ten (10) business days of the scheduled activity.</li> <li>• Notify the CAI Service Team of any installation scheduling change at least seventy-two (72) hours prior to the originally scheduled installation date.</li> <li>• Notify the CAI Service Team of any scheduling changes related to this Term at least ten (10) business days of the scheduled activity.</li> <li>• Schedule the necessary facilities and access for on-site meetings (such as: badge or visitor access, conference rooms, projectors and conference bridges).</li> </ul>
Network Team	Participation as Needed	<ul style="list-style-type: none"> <li>• Assist in the implementation of ATR devices for the solution on the Village network</li> <li>• Assist with any onsite activities (e.g. hardware resets, device installation, replacement)</li> <li>• Provide support as required</li> </ul>

Figure 2: Client Roles



## 4. Pricing

CAI will invoice Village monthly for the services presented in this SOW. See tables below for details:

### 4.1. Service Fees

As part of the agreement with LMNTRIX, Village will be provided the first 30 days of service at no charge. Allowing for a trial of the ATR services and proof of concept. After the trial period of 30 days, the project will be delivered at the service fees listed in the table below.

Service Options		Annual Cost	Monthly Cost	Selection
Current Environment	LMNTRIX Detect600 Network Sensor	\$211,298.58	\$17,608.21	<input type="checkbox"/>
	LMNTRIX Intelligence			
	LMNTRIX Respond Endpoints (415)			
	ThinkGrid SIEM 10GB (Cloud-Based)			
20GB Daily Ingestion	LMNTRIX Detect600 Network Sensor	\$235,911.85	\$19,659.32	<input type="checkbox"/>
	LMNTRIX Intelligence			
	LMNTRIX Respond Endpoints (415)			
	ThinkGrid SIEM 20GB (Cloud-Based)			
50 GB Daily Ingestion	LMNTRIX Detect600 Network Sensor	\$301,445.19	\$25,120.43	<input type="checkbox"/>
	LMNTRIX Intelligence			
	LMNTRIX Respond Endpoints (415)			
	ThinkGrid SIEM 50GB (Cloud-Based)			

Figure 3: MDR Pricing Options

### 4.2. Expenses

CAI anticipates no additional travel or expenses in the delivery of this SOW. In the event of required travel, CAI required travel and other expenses shall be in accordance with Village expense and travel policy. CAI will use commercially reasonable efforts to limit the need for travel and minimize expenses. All instances of travel or expenses must be pre-approved in writing by the Village.

## 5. Change Control

Any changes in Scope of Services or Assumptions in connection with this SOW will be documented in a change order, see APPENDIX B | CHANGE CONTROL, signed by CAI and Village prior to the start of any such services.



## 6. Notice to Proceed

This Statement of Work, effective date January 25, 2026, for CAI to provide Village with services as described above Statement of Work and Pricing sections, is hereby submitted for approval.

The parties acknowledge that they have read this document, understand it, and agree in principle to be bound by its terms and conditions. Further, the parties agree that this document, and the terms and conditions contained in the Master Agreement represent the final binding agreement between CAI and Village. In addition, the parties agree that, if a conflict should arise between the MSA and this SOW, the order of precedence for resolving issues shall be the MSA followed by this SOW unless clearly stated in the SOW.

This Notice to Proceed will serve as acceptance of this SOW, as set forth in this document, and will represent the definitive terms and conditions of the agreement between the parties.

The content and terms outlined in this SOW are valid through 01/24/26. If not executed by both parties on or prior to this date, this SOW is deemed to be invalid, and CAI may reevaluate the content and terms before providing a new SOW for consideration.

Village of Orland Park

Computer Aid, Inc.

By

By

Abe Hunter

Name

Name

President and Chief Revenue Officer

Title

Title

Date

Date

## Appendix A | Approach

The CAI Service Team is currently providing the ATR services to the Village. In the event of a SIEM upgrade from the current 10 GB daily ingestion, the CAI Services Team will coordinate with the appropriate personnel to provide the upgrade. Monitoring and Service Delivery will continue as described below.

### Monitoring and Service Delivery

The CAI Service Team CDC will proactively monitor for key Security Incidents and thresholds in Village's network infrastructure. Monitoring will begin following Transition Out brief; Telemetry Tuning may be provided at any point during Service Delivery.

In the case of undetected Security Incidents, Village may declare a Security Incident by contacting the CDC, communicating via telephone any high priority Incidents (system down, degraded performance, etc.). Low priority incidents should be reported to the CDC via the ATR Portal (described in Section 1.4.3).

Upon automatic detection or manual submission of an Incident to the CDC, an Incident Ticket is created. The CDC is ultimately responsible for coordinating the management of the Incident, which includes communicating with Village throughout the Incident management process. This communication also includes notification to Village that the Incident has been resolved or remediated.

#### CAI Service Team Responsibilities:

- Create Incident Tickets on the ATR Portal.
- Classify each Security Incident into security category. Categories are based on a modified version of the US-CERT incident categories: <http://www.us-cert.gov/government-users/reporting-requirements>
- Prioritize all Incidents into High, Medium, and Low priority based on several criteria such as the type of infection, confirmation of the incident, identification of a human adversary on the network, or the number of assets associated with the Incident. Priorities are defined as:
  - **High:** Critical business impact or data loss to Village.
  - **Medium:** Adverse effect to Village, potential data loss, potential loss of service.
  - **Low:** Minimal adverse impact to Village. No financial loss. No data loss.
- Electronically notify designated Village contacts for new incidents via ATR Portal
- Provide mitigation recommendations as available for associated Security Incident

#### Village Responsibilities:

- Review Incident Tickets on the ATR Portal and provide details for ticket closure.
- Implement recommended mitigation techniques, if available.

#### **Time to Begin Analysis.**

The CAI Service Team will begin analysis of an Alert within the times set forth in the table below, calculated from the time the Alert was generated by the Service Element (as applicable).

#### **Alerts Investigated.**



The CAI Service Team will investigate and report on the Alerts using the alert classification and corresponding timeline below. CAI Service Team has no obligation to investigate and report on Alerts that fall outside the purchased Subscription level.

**Initial Investigation.**

CAI Service Team analysts will perform an initial analysis of Village's Covered Systems to determine if the Alert is a true or false positive, benign, or suspicious activity.

**Monitoring and Incident Records**

The CAI Service Team is responsible for monitoring the Village environment, systems and data as defined in the information gathering exercises of the activation phase.

Activities primarily include monitoring and analyzing network, endpoint, deceptions-based data as well as threat intelligence feeds to identify potential malicious Security Incidents.

If the CAI Service Team's investigation determines that the Alert indicates a true compromise, the team will create an ATR Incident Ticket to the ATR Portal within one (1) hour of the time the team makes that determination. Regardless of whether the CAI Service Team's investigation determines that an Alert indicates a true compromise, CAI will create a ATR Incident Ticket on the Alert to the ATR Portal within the times set forth in the table below, based on the classification of the Alert (High Priority Alert, Medium Priority Alert, Low Priority Alert). Village acknowledges that in some cases, when the CAI Service Team's investigation is not complete, an ATR Incident Ticket may provide only an update of current status of the Alert investigation.

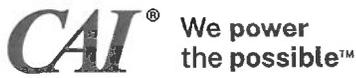
ATR Alert Classification	Time to Begin Investigation (from time Service Element generates Alert)	Time to Create ATR Incident Ticket (from time the CAI Service Team validates actual compromise)	Time to Create ATR Incident Ticket (when no validation of actual compromise; from time Service Element generates Alert)
High Priority Alert	1 hour	1 hour	24 hours
Medium Priority Alert	7 hours	1 hour	24 hours
Low Priority Alert	24 hours	1 hour	48 hours

The service levels noted in the table above will become effective thirty (30) days following the Order Effective Date, to allow time for Village to install on-premises virtual systems and/or physical appliances and for the CAI Service Team to determine the level of staffing needed to respond to Alerts in Village's environment.

**Extended Investigations; Multiple Related Alerts**

When the CAI Service Team has identified a true positive or suspicious activity, CAI Team analysts may perform an extended investigation, and/or may aggregate and review multiple Alerts from related Covered Systems to determine the extent of activity related to the Alert. CAI Team analysts may append results from the extended investigation or subsequent Alert investigations to the initial ATR Incident Ticket if the CAI Service Team determines that additional or subsequent Alerts are related, and in such cases, the CAI Service Team will not be required to issue a separate ATR Incident Ticket for each such related Alert.

**Non-Remediable Alerts**



The CAI Service Team has no obligation to notify Village or generate a new ATR Incident Ticket on new Alerts that are directly related to previous investigations where an ATR Incident Ticket has been published and the CAI Team has provided recommended remediation steps, when Village has acknowledged the ATR Incident Ticket but chooses not to or cannot remediate the cause of these Alerts.

### **Alert Priority**

The CAI Service Team may re-prioritize Alerts, regardless of their severity classification, to provide focus to Alerts that the CAI Service Team determines may have the largest impact to Village's environment.

### **Continuity of Monitoring**

All monitoring, investigation and reporting activities described in this section will be provided on a 24/7/365 basis.

### **System Health Monitoring and Notification.**

LMNTRIX does not provide system health monitoring or notification for any of the Service Elements deployed at Village Premise. To be clear, it is Village's responsibility to monitor the availability of the virtual systems and/or physical appliances for network connectivity or hardware faults.

### **Containment.**

As Village has purchased the Continuous Response or Continuous Hunting subscription levels, these both include the Respond Service Element, for which the CAI Service Team at Village's discretion will deliver automatic exploit prevention, or when appropriate, recommend containment of the target Covered System from Village's network. Containment must be approved by Village leadership.

### **LMNTRIX Hunt: Telemetry Tuning**

Village may also send additional Telemetry, as mutually agreed by both Village and the CAI Service Team, into the Hunting Platform to offer greater network visibility and context to active incident investigations.

The amount of additional Telemetry is limited by the original Hunting Platform telemetry thresholds as described in the Core Service Offerings overview. As the amount of data ingested by the Hunting Platform reaches the indicated storage thresholds, telemetry is rolled over with the oldest telemetry being purged to open storage for incoming telemetry. The Storage Expansion Add-On package, as described in Section Add-On Packages to Core Service Offerings", may be purchased if additional data retention is desired.

Telemetry from Village specific specialized devices or applications may require the purchase of a Development Request Add-On prior to being ingested by Hunting Platform.

### CAI Service Team Responsibilities:

- Work with Village on network device discovery to understand network device roles and functions
- Prioritize Telemetry based on value to security incident monitoring
- Provide recommendations to Village on any changes required to enable the sending of Telemetry to the Hunting Platform
- Validate receipt of approved Telemetry into the Hunting Platform

### Village Responsibilities:



- Provide information required for network device discovery
- Work with the CAI Service Team to prioritize sources of telemetry
- Implement recommended changes to applicable network applications or devices in order to enable the sending of Telemetry into the Hunting Platform
- Work with the CAI Service Team to ensure Telemetry is received by the Hunting Platform

### **ATR Portal**

The ATR Service includes a Client Portal (“ATR Portal”) that will provide visibility into the delivery of the service.

During the initial setup phase, Village will receive accounts for authorized employees to access the ATR Portal. Instructions to access and navigate the ATR Portal will be provided as a part of the activation phase via video, WebEx, or onsite as determined by the CAI Service Team.

- Information available from the ATR Portal may include:
- Incident Ticket identification number – The tracking number assigned by the ATR CDC to each ticket.
- Incident Ticket opened date and time – The date the ticket was opened.
- Incident Ticket description – A brief description of the incident(s) detailed in the ticket.
- Incident Ticket status – The current status of the ticket as determined by the most recent note entered into the ticket.

### CAI Service Team Responsibilities:

- Provide access to Village to dedicated ATR Portal.
- Provide accounts for authorized Village personnel to access the Portal.
- Provide instructions to access and navigate the ATR Portal. Instruction will be provided during the activation phase via video, WebEx, or onsite as determined by the CAI Service Team.

### Village Responsibilities

- Determine and maintain list of authorized users with privilege to view ATR Portal.
- Review information presented in the ATR Portal

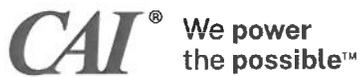
### **Designated Investigations Manager**

A designated Investigations Manager with deep Incident analysis and investigation skills will be assigned.

This Investigations Manager will be responsible for:

- Responding to Village inquiries and assisting with Incident resolution as needed by Village
- Staying current with Village environment and relay any changes or updates to ATR CDC
- Research and observe trends at Village sites
- Follow through with Village to ensure swift resolution and closure of incidents
- Attend and lead the Monthly Technical Briefings (if applicable)
- Attend Quarterly Business Review Meetings (if applicable)

### CAI Service Team Responsibilities:



- Assign an Investigations Manager to assist Village throughout service delivery

#### Village Responsibilities:

- Provide the Investigations Manager with necessary information, documentation, and/or status as it relates to changes to the Village network environment monitored by the CAI Service Team

#### **Proactive Threat Hunting (Continuous Response or Continuous Hunting)**

The CAI Service Team will perform activities involving seeking out malicious activity not identified by traditional detection mechanisms. LMNTRIX Respond provides the option for endpoint hunting while LMNTRIX Hunt provides the option for network hunting.

#### CAI Service Team Responsibilities:

- Actively search for attacks by applying ongoing working knowledge of current threats and intelligence attributed to these threats.
- Document and update a living playbook that provides 'plays' for hunting threats specific to the Village environment
- Run plays according to frequency outlined by the CAI Service Team for each specific play. Create and prioritize an Incident Ticket if outcome of play displays evidence of a Security Incident as determined by the CAI Service Team.

#### Village Responsibilities:

- Review Incident Tickets created by the CAI Service Team because of a proactive play.
- Implement mitigation and/or remediation recommendations, if available.

DRAFT



## Appendix B | Change Control

Any changes to the scope defined in this SOW will be addressed through a Change Request ("CR"), which will be agreed to in writing by both parties. If an alteration to the Services provided in this SOW is identified by either Party; it shall be brought to the attention of the other Party's management by completing and submitting a Change Request Form. If any such change causes an increase or decrease in the cost or time required for performance of the work, the price and/or delivery schedule shall be equitably adjusted and identified within the Change Request Form. If both Parties mutually agree to implement the change in scope, the Change Request Form will be incorporated into the SOW as an addendum when signed by authorized representatives of both parties.

### Change Request Form

This Change Request, when executed by both parties, will serve as an amendment to the Statement of Work entered into by the parties on the \_\_\_\_ day of \_\_\_\_, and shall be effective as of the date ("Date") last signed below the change authorization signatures.

Change Order Form			
Submitted By:		Change Order ID:	
Change Order Name:		Priority (Indicate with an X)	
Project Area:		High <input type="checkbox"/>	Medium <input type="checkbox"/>
		Low <input type="checkbox"/>	
Identified By:	Assigned To:	Date Submitted:	
Description of Proposed Change:			
Reason for Proposed Change (Benefits):			
Project Impact (Time, Cost, etc.):			
<b>Signoff</b>	Signatures		
	<u>Village</u>		
	By:	_____	
	Printed Name:	_____	
	Title:	_____	
	Date:	_____	
<u>Computer Aid, Inc.</u>			
By:	_____		
Printed Name:	_____		
Title:	_____		
Date:	_____		



 **ORLAND PARK**  
**CERTIFICATE OF COMPLIANCE**

---

The undersigned, **D. Abraham Hunter**,  
*(Enter Name of Person Making Certification)*

as **Chief Revenue Officer**  
*(Enter Title of Person Making Certification)*

and on behalf of **Computer Aid, Inc.**, certifies that:  
*(Enter Name of Business Organization)*

**1) BUSINESS ORGANIZATION:**

The Proposer is authorized to do business in Illinois: **Yes X** No [ ] **Federal**

**Employer I.D.#: 23-2180878**  
*(or Social Security # if a sole proprietor or individual)*

The form of business organization of the Proposer is (*check one*):

- Sole Proprietor
- Independent Contractor (*Individual*)
- Partnership
- LLC
- Corporation** **Pennsylvania** **August 24, 1981**  
*(State of Incorporation) (Date of Incorporation)*

**2) STATUS OF OWNERSHIP**

Illinois Public Act 102-0265, approved August 2021, requires the Village of Orland Park to collect "Status of Ownership" information. This information is collected for reporting purposes only. Please check the following that applies to the ownership of your business and include any certifications for the categories checked with the proposal. Business ownership categories are as defined in the Business Enterprise for Minorities, Women, and Persons with Disabilities Act, 30 ILCS 575/0.01 *et seq.*

- Minority-Owned** [ ] **Small Business** [ ] *(SBA standards)*
- Women-Owned** [ ] **Prefer not to disclose** [ ]
- Veteran-Owned** [ ] **Not Applicable** **X**
- Disabled-Owned** [ ]

How are you certifying? **Certificates Attached** **X** **Self-Certifying** [ ]

**STATUS OF OWNERSHIP FOR SUBCONTRACTORS**

This information is collected for reporting purposes only. Please check the following that applies to the ownership of subcontractors.

- Minority-Owned** [ ] **Small Business** [ ] *(SBA standards)*
- Women-Owned** [ ] **Prefer not to disclose** [ ]
- Veteran-Owned** [ ] **Not Applicable** **X**
- Disabled-Owned** [ ]

3) **ELIGIBILITY TO ENTER INTO PUBLIC CONTRACTS:** Yes  No

The Proposer is eligible to enter into public contracts, and is not barred from contracting with any unit of state or local government as a result of a violation of either Section 33E-3, or 33E-4 of the Illinois Criminal Code, or of any similar offense of "Bid-rigging" or "Bid-rotating" of any state or of the United States.

4) **SEXUAL HARRASSMENT POLICY:** Yes  No

Please be advised that Public Act 87-1257, effective July 1, 1993, 775 ILCS 5/2-105 (A) has been amended to provide that every party to a public contract must have a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105 (A) (4) and includes, at a minimum, the following information: (I) the illegality of sexual harassment; (II) the definition of sexual harassment under State law; (III) a description of sexual harassment, utilizing examples; (IV) the vendor's internal complaint process including penalties; (V) the legal recourse, investigative and complaint process available through the Department of Human Rights (the "Department") and the Human Rights Commission (the "Commission"); (VI) directions on how to contact the Department and Commission; and (VII) protection against retaliation as provided by Section 6-101 of the Act. (Illinois Human Rights Act). (emphasis added). Pursuant to 775 ILCS 5/1-103 (M) (2002), a "public contract" includes "...every contract to which the State, any of its political subdivisions or any municipal corporation is a party."

5) **EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE:** Yes  No

During the performance of this Project, Proposer agrees to comply with the "Illinois Human Rights Act", 775 ILCS Title 5 and the Rules and Regulations of the Illinois Department of Human Rights published at 44 Illinois Administrative Code Section 750, et seq. The Proposer shall: (I) not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, or physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; (II) examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization; (III) ensure all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, or physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; (IV) send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Vendor's obligations under the Illinois Human Rights Act and Department's Rules and Regulations for Public Contract; (V) submit reports as required by the Department's Rules and Regulations for Public Contracts, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and Department's Rules and Regulations for Public Contracts; (VI) permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and Department's Rules and Regulations for Public Contracts; and (VII) include verbatim or by reference the provisions of this Equal Employment Opportunity Clause in every subcontract it awards under which any portion of this Agreement obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as the other provisions of this Agreement, the Proposer will be liable for

compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the Proposer will not utilize any subcontractor declared by the Illinois Human Rights Department to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations. Subcontract" means any agreement, arrangement or understanding, written or otherwise, between the Proposer and any person under which any portion of the Proposer's obligations under one or more public contracts is performed, undertaken or assumed; the term "subcontract", however, shall not include any agreement, arrangement or understanding in which the parties stand in the relationship of an employer and an employee, or between a Proposer or other organization and its customers. In the event of the Proposer's noncompliance with any provision of this Equal Employment Opportunity Clause, the Illinois Human Right Act, or the Rules and Regulations for Public Contracts of the Department of Human Rights the Proposer may be declared non-responsible and therefore ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this agreement may be canceled or avoided in whole or in part, and such other sanctions or penalties may be imposed or remedies involved as provided by statute or regulation.

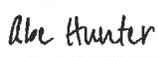
6) **TAX CERTIFICATION:**            **Yes X No [ ]**

Contractor is current in the payment of any tax administered by the Illinois Department of Revenue, or if it is: (a) it is contesting its liability for the tax or the amount of tax in accordance with procedures established by the appropriate Revenue Act; or (b) it has entered into an agreement with the Department of Revenue for payment of all taxes due and is currently in compliance with that agreement.

7) **AUTHORIZATION & SIGNATURE:**

I certify that I am authorized to execute this Certificate of Compliance on behalf of the Contractor set forth on the Proposal, that I have personal knowledge of all the information set forth herein and that all statements, representations, that the Proposal is genuine and not collusive, and information provided in or with this Certificate are true and accurate. The undersigned, having become familiar with the Project specified, proposes to provide and furnish all of the labor, materials, necessary tools, expendable equipment and all utility and transportation services necessary to perform and complete in a workmanlike manner all of the work required for the Project.

**ACKNOWLEDGED AND AGREED TO:**

Signed by:  
  
ED200A58D66B4AE...

Signature of Authorized Officer

**D. Abraham Hunter**

Name of Authorized Officer

**Chief Revenue Officer**

Title

**7/25/2025**

Date





### INSURANCE REQUIREMENTS

Please sign and provide a policy Specimen Certificate of Insurance showing current coverages.

If awarded the contract, all Required Policy Endorsements noted in the left column in red bold type **MUST** be provided.

Standard Insurance Requirements	Please provide the following coverage if box is checked.
<p><b><u>WORKERS' COMPENSATION &amp; EMPLOYER LIABILITY</u></b>                      Full Statutory Limits - Employers Liability                      \$500,000 – Each Accident                      \$500,000 – Each Employee                      \$500,000 – Policy Limit                      Waiver of Subrogation in favor of the Village of Orland Park</p> <p><b><u>AUTOMOBILE LIABILITY</u></b> (ISO Form CA 0001)                      \$1,000,000 – Combined Single Limit Per Occurrence                      Bodily Injury &amp; Property Damage. Applicable for All Company Vehicles.</p> <p><b><u>GENERAL LIABILITY</u></b> (Occurrence basis) (ISO Form CG 0001)                      \$1,000,000 – Combined Single Limit Per Occurrence                      Bodily Injury &amp; Property Damage                      \$2,000,000 – General Aggregate Limit                      \$1,000,000 – Personal &amp; Advertising Injury                      \$2,000,000 – Products/Completed Operations Aggregate</p> <p><b><u>ADDITIONAL INSURED ENDORSEMENTS:</u></b>  <i>(Not applicable for Goods Only Purchases)</i></p> <ul style="list-style-type: none"> <li>• <b>ISO CG 20 10 or CG 20 26 (or Equivalent)</b> Commercial General Liability Coverage</li> <li>• <b>CG 20 01 Primary &amp; Non-Contributory (or Equivalent)</b> The Village must be named as the Primary Non-Contributory which makes the Village a priority and collects off the policy prior to any other claimants.</li> <li>• <b>Blanket General Liability Waiver of Subrogation - Village of Orland Park</b> A provision that prohibits an insurer from pursuing a third party to recover damages for covered losses.</li> </ul>	<p><b><u>LIABILITY UMBRELLA</u></b> (Follow Form Policy)</p> <p><input type="checkbox"/> \$1,000,000 – Each Occurrence                      \$1,000,000 – Aggregate</p> <p><input type="checkbox"/> \$2,000,000 – Each Occurrence                      \$2,000,000 – Aggregate</p> <p><input type="checkbox"/> Other: _____  <b>EXCESS MUST COVER:</b> General Liability, Automobile Liability, Employers' Liability</p> <p><b><u>PROFESSIONAL LIABILITY</u></b></p> <p><input type="checkbox"/> \$1,000,000 Limit – Claims Made Form, Indicate Retroactive Date</p> <p><input type="checkbox"/> \$2,000,000 Limit – Claims Made Form, Indicate Retroactive Date</p> <p><input type="checkbox"/> Other: _____                      Deductible not-to-exceed \$50,000 without prior written approval</p> <p><input type="checkbox"/> <b><u>BUILDERS RISK</u></b>                      Completed Property Full Replacement Cost Limits – Structures under construction</p> <p><input type="checkbox"/> <b><u>ENVIRONMENTAL IMPAIRMENT/POLLUTION LIABILITY</u></b>                      \$1,000,000 Limit for bodily injury, property damage and remediation costs resulting from a pollution incident at, on or mitigating beyond the job site</p> <p><input checked="" type="checkbox"/> <b><u>CYBER LIABILITY</u></b>                      \$1,000,000 Limit per Data Breach for liability, notification, response, credit monitoring service costs, and software/property damage</p> <p><input type="checkbox"/> <b><u>CG 20 37 ADDITIONAL INSURED</u></b> – Completed Operations (Provide only if box is checked)</p>

Any insurance policies providing the coverages required of the Consultant, excluding Professional Liability, shall be specifically endorsed to identify "The Village of Orland Park, and their respective officers, trustees, directors, officials, employees, volunteers and agents as Additional Insureds on a primary/non-contributory basis with respect to all claims arising out of operations by or on behalf of the named insured." The required additional Insured coverage shall be provided on the Insurance Service Office (ISO) CG 20 10 or CG 20 26 endorsements or an endorsement at least as broad as the above noted endorsements as determined by the Village of Orland Park. Any Village of Orland Park insurance coverage shall be deemed to be on an excess or contingent basis as confirmed by the required (ISO) CG 20 01 Additional Insured Primary & Non- Contributory Endorsement. The policies shall also contain a Waiver of Subrogation in favor of the Additional Insureds in regard to General Liability and Workers' Compensation coverage. The certificate of insurance shall also state this information on its face. Any insurance company providing coverage must hold an A-, VII rating according to Best's Key Rating Guide. Each insurance policy required shall have the Village of Orland Park expressly endorsed onto the policy as a Cancellation Notice Recipient. Should any of the policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. Permitting the contractor, or any subcontractor, to proceed with any work prior to our receipt of the foregoing certificate and endorsements shall not be a waiver of the contractor's obligation to provide all the above insurance.

Consultant agrees that prior to any commencement of work to furnish evidence of Insurance coverage providing for at minimum the coverages, endorsements and limits described above directly to the Village of Orland Park, 14700 S. Ravinia Avenue, Orland Park, IL 60462. Failure to provide this evidence in the time frame specified and prior to beginning of work may result in the termination of the Village's relationship with the contractor.

ACCEPTED & AGREED THIS 25th DAY OF July, 2025

Signed by:  
  
Signature ED200A58D66B4AE...

D. Abraham Hunter, CRO  
Printed Name & Title

Authorized to execute agreements for:  
Computer Aid, Inc.  
Name of Company



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
11/20/2024

**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).**

<b>PRODUCER</b> Brown & Brown RS Insurance Services, LLC 6 Concourse Pkwy, Ste 2300 Atlanta, GA 30328  www.bbinsurance.com	<b>CONTACT NAME:</b> Judith Boich <b>PHONE (A/C, No, Ext):</b> _____ <b>FAX (A/C, No):</b> _____ <b>E-MAIL ADDRESS:</b> Judith.Boich@bbrown.com  <b>INSURER(S) AFFORDING COVERAGE</b> <span style="float: right;"><b>NAIC #</b></span>
	<b>INSURER A :</b> Federal Insurance Company <span style="float: right;">20281</span>
	<b>INSURER B :</b> Continental Casualty Company <span style="float: right;">20443</span>
	<b>INSURER C :</b> ACE American Insurance Company <span style="float: right;">22667</span>
	<b>INSURER D :</b> _____
	<b>INSURER E :</b> _____
	<b>INSURER F :</b> _____

**COVERAGES** **CERTIFICATE NUMBER: 82797581** **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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b>  <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____		35947482	12/1/2024	12/1/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		73594134	12/1/2024	12/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$		79857871	12/1/2024	12/1/2025	EACH OCCURRENCE \$ 20,000,000 AGGREGATE \$ 20,000,000 \$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N <input checked="" type="checkbox"/> N / A	(25)71739531	12/1/2024	12/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Professional Liability/ Cyber Liab. Retro date 7/11/2001		652289143	12/1/2024	12/1/2025	Limit/Aggregate \$10,000,000 Retention \$1,000,000
A	Crime		J06399137	12/1/2024	12/1/2025	Limit \$5,000,000 Retention \$150,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

The Village of Orland Park, and their respective officers, trustees, directors, officials, and volunteers and agents as Additional Insured on a primary/ non-contributory basis with respect to all claims arising out of operations by or on behalf of the named insured. Waiver of Subrogation applies to General Liability and Workers Compensation.

<b>CERTIFICATE HOLDER</b>  Village of Orland Park 14700 S. Ravina Ave. Orland Park IL 60462	<b>CANCELLATION</b>  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 <b>Brown &amp; Brown RS Insurance Services, LLC</b>  Brown & Brown RS Insurance Services, LLC
---	--

**Liability Endorsement**  
(continued)

Under Conditions, the following provision is added to the condition titled Other Insurance.

**Conditions**

**Other Insurance –  
Primary, Noncontributory  
Insurance – Scheduled  
Person Or Organization**

If you are obligated, pursuant to a contract or agreement, to provide the person or organization shown in the Schedule with primary insurance such as is afforded by this policy, then in such case this insurance is primary and we will not seek contribution from insurance available to such person or organization.

---

**Schedule**

VILLAGE OF ORLAND PARK AND ITS OFFICIALS, EMPLOYEES, AND  
AGENTS  
14700 S. RAVINIA AVENUE, ORLAND PARK, IL 60462

All other terms and conditions remain unchanged.

Authorized Representative



**Liability Insurance****Endorsement**

<i>Policy Period</i>	DECEMBER 1, 2024 TO DECEMBER 1, 2025
<i>Effective Date</i>	DECEMBER 1, 2024
<i>Policy Number</i>	3594-74-82 TPA
<i>Insured</i>	COMPUTER AID, INC.
<i>Name of Company</i>	FEDERAL INSURANCE COMPANY
<i>Date Issued</i>	NOVEMBER 21, 2024

This Endorsement applies to the following forms:

GENERAL LIABILITY

Under Conditions, Transfer Or Waiver Of Rights Of Recovery Against Others, the following provision is added:

**Conditions****Transfer Or Waiver Of Rights Of Recovery Against Others**

However, we waive any right of recovery we may have against the designated person or organization shown below because of payments we make for injury or damage arising out of your ongoing operations or done under a contract with that person or organization and included in the **products-completed operations hazard**. This waiver applies to the designated person or organization.

**Designated Person Or Organization**

PACE, THE SUBURBAN BUS DIVISION OF THE REGIONAL  
TRANSPORTATION AUTHORITY  
550 W. ALGONQUIN ROAD  
ARLINGTON HEIGHTS, IL 60005-4412

---  
COUNTY OF ORANGE ITS ELECTED AND APPOINTED OFFICIALS,  
OFFICERS, AGENTS AND EMPLOYEES  
1005 N. MAIN STREET, 6TH FLOOR  
SANTA ANA, CA 92701

---  
VILLAGE OF ORLAND PARK AND ITS OFFICIALS, EMPLOYEES,  
AND AGENTS  
14700 S. RAVINIA AVENUE, ORLAND PARK, IL 60462

---

**Liability Endorsement**  
(continued)

All other terms and conditions remain unchanged.

Authorized Representative



---

**Workers' Compensation and Employers' Liability Policy**

Named Insured COMPUTER AID, INC. 1390 RIDGEVIEW DR ALLENTOWN PA 18104	Endorsement Number
	Policy Number Symbol: RWC Number: (25)7173-95-31
Policy Period 12-01-2024 <b>TO</b> 12-01-2025	Effective Date of Endorsement 12-01-2024
Issued By (Name of Insurance Company) ACE AMERICAN INSURANCE COMPANY	
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy. This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.	

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

**Schedule**

ANY PERSON OR ORGANIZATION AGAINST WHOM YOU HAVE AGREED TO WAIVE YOUR RIGHT OF RECOVERY IN A WRITTEN CONTRACT, PROVIDED SUCH CONTRACT WAS EXECUTED PRIOR TO THE DATE OF LOSS.

For the states of CA, UT, TX, refer to state specific endorsements.

This endorsement is not applicable in KY, NH, and NJ.

The endorsement does not apply to policies in Missouri where the employer is in the construction group of code classifications. According to Section 287.150(6) of the Missouri statutes, a contractual provision purporting to waive subrogation rights against public policy and void where one party to the contract is an employer in the construction group of code classifications.

For Kansas, use of this endorsement is limited by the Kansas Fairness in Private Construction Contract Act(K.S.A.. 16-1801 through 16-1807 and any amendments thereto) and the Kansas Fairness in Public Construction Contract Act(K.S.A 16-1901 through 16-1908 and any amendments thereto). According to the Acts a provision in a contract for private or public construction purporting to waive subrogation rights for losses or claims covered or paid by liability or workers compensation insurance shall be against public policy and shall be void and unenforceable except that, subject to the Acts, a contract may require waiver of subrogation for losses or claims paid by a consolidated or wrap-up insurance program.



\_\_\_\_\_  
Authorized Agent

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

**We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)**

**This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.**

**Schedule**

**Village of Orland Park  
14700 S. Ravinia Avenue  
Orland Park, IL 60462**

**For policies or exposure in Missouri:**

**Any person or organization for which the employer has agreed by written contract, executed prior to loss, may execute a waiver of subrogation. However, for purposes of work performed by the employer in Missouri, this waiver of subrogation does not apply to any construction group of classifications as designated by the waiver of right to recover from others (subrogation) rule in our manual.**

**This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated. (The information below is required only when this endorsement is issued subsequent to preparation of the policy.)**

**Endorsement Effective 12-01-22      Policy No. 71739531**

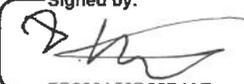
**Endorsement No. 001**

**Insured COMPUTER AID, INC.**

**Premium \$ Incl.**

**Insurance Company Federal Insurance Company**

**Countersigned By**

Signed by:  
  
ED200A58D66B4AE...



# Contractual Risk Transfer Evaluation Summary

Date 8/18/25

Vendor/Contractor Name: Computer Aid Inc. (CAI)  
 Contract/Project Name/ #: Cyber Security Monitoring  
 Contract Type:  Contractor  Prof. Svcs  Goods Only  MSA  
 MSA Title: Professional Services  
 Type of Work: Computer Network Services  
 Contract/Project Summary: Network Cyber Security Monitoring, Detection & Response Services  
 Policy Expiration Date: 12/1/25

**Required Coverages/Limits – Per Contract:**

**Compliant:**

General Liability:	\$1 million	\$2 million General Agg.	Other:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> NA
Umbrella Liability:	\$1 million	\$2 million	Other: \$20M/\$20M	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> NA
Auto Liability:	\$1 million	Any Auto/Owned	Other:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> NA
Workers' Comp./ Employer Liability	\$500,000 Each Accident, Each Employee, Policy Limit		Other:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> NA
Prof. Liability:	\$1 million	\$2 million	Other: \$10M/\$10M	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> NA
Env. Liability:	\$1 million	\$2 million	Other:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> NA
Exc./Umb. Prof.				<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> NA
Excess/Umb GL				<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> NA
Cyber Liability:	\$500,000	\$1 million	Other: \$10M/\$10M	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> NA
Builders Risk:	Completed Project Value		Other:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> NA
Other:	Crime		Other: \$5M/\$5M	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> NA

**Required Endorsements:**

ISO Additional Insured Endorsement: (CG 20 10 or CG 20 26)	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> NA
ISO Additional Insured – Completed Operations (CG 20 37)	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> NA
Broad Form Manuscript Add'l. Insd. Endorsement Reviewed/Acceptable Alternate Accepted Form:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> NA
Primary Additional Insured Coverage Provided - ISO CG 20 01 or Acceptable Alternate Accepted Form:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> NA
Waiver of Subrogation - General Liability	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> NA
Waiver of Subrogation – Workers' Compensation	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> NA

**Additional Coverages/Revisions Approved:**

Orland Park Hold Harmless/Indemnity Agreement Accepted:  Yes  No

Per Village Contract

**Notes / Additional Comments:**

Contractual Risk Transfer: Acceptable  Not Acceptable



Village of Orland Park  
Sole Source Request Form  
Required for Purchases \$5,000 - \$24,999

Department Information Technology

Date 10/15/2025

Division (if applicable) \_\_\_\_\_

Description of Good/Service Network Security Monitoring Services

Manufacturer or Supplier Computer Aid/LMNTRIX

Dollar Amount 235,911.85/year

Co-op Purchasing Contract # \_\_\_\_\_

Have Adequate Funds Been Budgeted For This Purchase? Yes  No

Account number(s) 1004000-442620

**Option 1 - Sole Source Justification**

A Sole Source Purchase is available from only one supplier and must meet at least one of the following criteria (check the appropriate box):

- One-of-a-Kind The commodity or service has no competitive product alternatives available on the market.
- Compatibility The commodity or service must match existing brand of equipment for compatibility.
- Replacement Part The commodity is a replacement part for a specific brand of existing equipment.
- Operation Continuity The commodity or service is needed to maintain operational continuity.
- Unique Design The commodity or service must meet physical design or quality requirements.
- Delivery Date Only one supplier can meet necessary delivery requirements.
- Emergency PER VILLAGE CODE 1-16-3 (E): URGENT NEED for the item or service does not permit soliciting competitive bids.
- Other \_\_\_\_\_

**Explain how your purchase of goods or services meets one or more of the above criteria for a valid sole source**

CAI/LMNTRIX is a sole source due to its existing relationship with the Village. Staff also feels that since CAI/LMNTRIX presented a competitively selected proposal to the Village in 2022, and has not increased their price, they remain the most suitable solution for the Village.

**Price Reasonableness**

I determined that the price is reasonable for one of the following reasons:

Relevant documentation attached

- I compared the proposed price to prices I previously paid for the same or similar services.
- I compared the proposed price to current published catalog, price lists, or market prices as documented in the attachments.
- I compared the proposed price to rough yardsticks and did not discover significant inconsistencies that warrant additional inquiry.
- Based on my knowledge of the market, my experience of prior similar proposals, or knowledge imparted by technical experts.
- The price is set by law or regulations.
- Market research reveals that same or similar goods or services are available for a similar price.

**Option 2 - Joint or Cooperative Purchasing**

Purchase through Cooperative Purchasing (attach contract documentation)

- State of Illinois Joint Purchase Program
- NWMC/Suburban Purchasing Cooperative
- The GSA Schedules
- Sourcwell
- Nat'l Association of State Procurement Officials (NASPO) ValuePoint
- Choice Partners Cooperative
- The Interlocal Purchasing System (TIPS)
- Purchasing Cooperative of America
- Good Buy Purchasing Cooperative
- Omnia Partners - Public Sector
- National Intergovernmental Purchasing Alliance
- The National Cooperative Purchasing Alliance
- HGACBuy
- Municipal Partnering Initiative (MPI)
- Midwestern Higher Education Compact
- National Purchasing Partners (NPPGov)
- 1Government Procurement Alliance (1GPA)
- National BuyBoard (BuyBoard)
- Other: \_\_\_\_\_

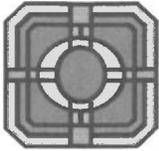
**Requested By:**

Name	Signature	Date
Staff Contact <u>Patricia Tracy</u>	<u>Patricia Tracy</u> Digitally signed by Patricia Tracy Date: 2025.10.15 10:22:56 -05'00'	<u>10/15/2025</u>

Department Head <u>Thaddeus Spencer</u>	<u>Thaddeus Spencer</u> Digitally signed by Thaddeus Spencer Date: 2025.10.15 10:29:53 -05'00'	<u>10/15/2025</u>
--	--	-------------------

- Did legal review Terms & Conditions from vendor, if applicable?  Yes  No  N/A
- Have you received a CRT summary from the Risk Manager?  Yes  No  N/A





# VILLAGE OF ORLAND PARK

14700 S. Ravinia Avenue  
Orland Park, IL 60462  
www.orlandpark.org

## Master

**File Number: 2025-0828**

**File ID:** 2025-0828

**Type:** MOTION

**Status:** PASSED

**Version:** 0

**Reference:**

**Controlling Body:** Board of Trustees

**File Created Date :** 10/13/2025

**Agenda Entry:** Network Security Monitoring Services

**Final Action:** 10/20/2025

**Title:** Network Security Monitoring Services

**Notes:**

**Agenda Date:** 10/20/2025

**Sponsors:**

**Res/Ord Date:**

**Attachments:** Sole Source Request Form CAI, EXHIBIT A - SOW003 - Orland Park MDR DRAFT, COI - Village of Orland Park 2024-signed, Contractual Risk Transfer Evaluation Summary-CAI(final), PROFSRVS1501451, CERTIFICATE OF COMPLIANCE - signed

**Res/Ord Number:**

**Drafter:**

**Hearing Date:**

**Department**

**Effective Date:**

**Contact:**

### History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
0	Technology Department	10/14/2025	INTRODUCED TO BOARD	Board of Trustees			
	<b>Action Text:</b> INTRODUCED TO BOARD to the Board of Trustees						
0	Board of Trustees	10/20/2025	APPROVED				Pass
	<b>Action Text:</b> This matter was APPROVED on the Consent Agenda.						

### Text of Legislative File 2025-0828

**Title/Name/Summary**

Network Security Monitoring Services

**History**

In 2022, the Village issued a RFP for cybersecurity assessment and network security monitoring. After reviewing vendor proposals, the Board approved awarding a three-year contract with Computer Aid (CAI)/LMNTRIX for network security monitoring. Over the past three years, CAI/LMNTRIX has consistently demonstrated proficiency in keeping the Village network safe and secure. The services provided have included real-time threat detection, comprehensive incident response, and continuous

monitoring of network activities, all of which have significantly bolstered our cybersecurity defenses.

Maintaining the partnership with CAI/Lmntrix will ensure continuity in managing the Village's cybersecurity profile. The benefits of continuing with their services include the benefits of retaining a trusted partner ensuring that there is no disruption in monitoring services and keeps the knowledge CAI/LMNTRIX has with the Village's complex environment with the Village and Police networks.

Staff, therefore, solicited a new proposal from CAI. The current contract allows for 10GB daily ingestion of log files into the ThinkGrid SIEM (Security Information and Event Management) which limits the the ability of the system to only analyzing and flagging firewalls logs for anomalies. To add additional logging capabilities and potential security threats, staff recommends the addition of another 10GB logging to the SIEM. This would increase the cost from \$211,298.58 per year to \$235,911.85 per year. The increased logging will allow domain controller and M365 logging to be added to the SEIM to identify security issues with user accounts.

Based on the outstanding performance and strategic benefits, staff recommends that we move forward with CAI/LMNTRIX for security monitoring services with an increase of the ThinkGrid SIEM to 20GB. Entering into a new contract will allow us to continue leveraging their expertise and ensure our cybersecurity measures remain at the forefront of industry standards.

CAI/LMNTRIX is a sole source due to its existing relationship with the Village. Changing security monitoring companies would be disruptive and the migration could leave the Village at risk. Staff also feels that since CAI/LMNTRIX presented a competitively selected proposal to the Village in 2022, and has not increased their price.

#### Financial Impact

Network monitoring and SEIM has been included in the fiscal year 2026, 2027, 2028, 2029 and 2030 years budgets.

#### Recommended Action/Motion

I move to approve the waiver of the competitive bid process in favor of a entering into a contract with a sole source vendor for a term of 3 years plus two optional years with Computer Aid Inc./ LMNTRIX and authorize the execution of a Professional Services Agreement between the Village of Orland Park and Computer Aid Inc. for an annual not-to-exceed cost for years 2026, 2027 and 2028 of \$235,911.85 and a total three-year contract cost not-to-exceed \$707,735.55 and for two optional years covering years 2029 and 2030, in a not-to-exceed Board approved budged amount;

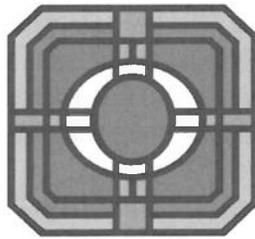
AND

Approve authorizing the Village Manager to execute all related contracts subject to Village Attorney review.



# VILLAGE OF ORLAND PARK

14700 S. Ravinia Avenue  
Orland Park, IL 60462  
[www.orlandpark.org](http://www.orlandpark.org)



## Meeting Minutes

Monday, October 20, 2025

7:00 PM

Village Hall

## Board of Trustees

*Village President James V. Dodge, Jr.  
Village Clerk Mary Ryan Norwell  
Trustees, William R. Healy, Cynthia Nelson Katsenes, Michael R. Milani,  
Dina Lawrence, John Lawler and Joanna M. L. Leafblad*

**2025-0828 Network Security Monitoring Services**

In 2022, the Village issued a RFP for cybersecurity assessment and network security monitoring. After reviewing vendor proposals, the Board approved awarding a three-year contract with Computer Aid (CAI)/LMNTRIX for network security monitoring. Over the past three years, CAI/LMNTRIX has consistently demonstrated proficiency in keeping the Village network safe and secure. The services provided have included real-time threat detection, comprehensive incident response, and continuous monitoring of network activities, all of which have significantly bolstered our cybersecurity defenses.

Maintaining the partnership with CAI/Lmntrix will ensure continuity in managing the Village's cybersecurity profile. The benefits of continuing with their services include the benefits of retaining a trusted partner ensuring that there is no disruption in monitoring services and keeps the knowledge CAI/LMNTRIX has with the Village's complex environment with the Village and Police networks.

Staff, therefore, solicited a new proposal from CAI. The current contract allows for 10GB daily ingestion of log files into the ThinkGrid SIEM (Security Information and Event Management) which limits the the ability of the system to only analyzing and flagging firewalls logs for anomalies. To add additional logging capabilities and potential security threats, staff recommends the addition of another 10GB logging to the SIEM. This would increase the cost from \$211,298.58 per year to \$235,911.85 per year. The increased logging will allow domain controller and M365 logging to be added to the SEIM to identify security issues with user accounts.

Based on the outstanding performance and strategic benefits, staff recommends that we move forward with CAI/LMNTRIX for security monitoring services with an increase of the ThinkGrid SIEM to 20GB. Entering into a new contract will allow us to continue leveraging their expertise and ensure our cybersecurity measures remain at the forefront of industry standards.

CAI/LMNTRIX is a sole source due to its existing relationship with the Village. Changing security monitoring companies would be disruptive and the migration could leave the Village at risk. Staff also feels that since CAI/LMNTRIX presented a competitively selected proposal to the Village in 2022, and has not increased their price.

I move to approve the waiver of the competitive bid process in favor of a entering into a contract with a sole source vendor for a term of 3 years plus two optional years with Computer Aid Inc./ LMNTRIX and authorize the execution of a Professional Services Agreement between the Village of Orland Park and Computer Aid Inc. for an annual not-to-exceed cost for years 2026, 2027 and 2028 of \$235,911.85 and a total three-year contract cost not-to-exceed \$707,735.55 and for two optional years covering years 2029 and 2030, in a

not-to-exceed Board approved budgeted amount;

AND

Approve authorizing the Village Manager to execute all related contracts subject to Village Attorney review.

**This matter was APPROVED on the Consent Agenda.**

Respectfully Submitted,

/s/ Mary Ryan Norwell

---

**Mary Ryan Norwell, Village Clerk**

