AGREEMENT BETWEEN THE CITY OF PORT ST. LUCIE, FLORIDA

AND

FAAC INCORPORATED D/B/A MILO RANGE TRAINING SYSTEMS FOR MILO FORCE OPTIONS SIMULATORS

THIS AGREEMENT is made and entered into as of the date last entered below by and between the CITY OF PORT ST. LUCIE, a Florida municipal corporation, whose mailing address is 121 SW Port St. Lucie Blvd., Port St. Lucie, FL 34984 ("City") and FAAC INC. D/B/A MILO RANGE TRAINING SYSTEMS, whose mailing address is 1229 Oak Valley Drive Ann Arbor, MI 48108 ("Contractor"). City and Contractor may be referred to herein individually as a "party" or collectively as the "parties."

WITNESSETH

WHEREAS, the City requires goods and services of Contractor pursuant to Contractor's proposals to the City, both dated September 25, 2025, attached as Exhibit A and Exhibit B ("the Contractor's Proposals"); and

WHEREAS, Contractor is able and willing to supply such goods and services pursuant to the terms, conditions, and pricing contained herein.

NOW THEREFORE, in consideration of the mutual covenants set forth in this Agreement, the receipt and sufficiency of which is hereby acknowledged, the parties agree to the following terms and conditions:

Section 1. Whereas. The "whereas" clauses are hereby incorporated herein as forming the intent, purpose, and scope of this Agreement.

Section 2. Terms. The parties agree to the following terms and conditions:

- A. <u>Term.</u> This Agreement shall be effective from the date upon which all parties have executed and the City has issued a City Purchase Order ("PO"), and shall terminate when all work in the Contractor's Proposals has been completed. However, all terms that can survive Agreement termination, including but not limited to, insurance, indemnification, sovereign immunity, and notice, shall so survive.
- B. <u>Purchase Orders.</u> Unless otherwise specified, purchase of items in the Contractor's Proposal by the City will be accomplished by submitting a PO to Contractor, indicating the amount and price not to exceed \$101,337.50 and \$44,873.75, respectively, as offered in the Contractor's Proposals. Invoice or Invoices will not be paid until all item(s) on this PO are received in full, unless prior approval for partial payment has been made and is indicated on the face of the PO.

C. <u>Delivery.</u> Transportation Charges on all shipments must be fully prepaid by Contractor. All shipments are FOB Destination; title transfer will take place at delivery site. All freight changes are to be included on the invoice or visa receipt. C.O.D. shipments will not be accepted. Unless otherwise specified on the face of the PO, all deliveries are to be made during the hours 8:00 a.m. to 3:00 p.m., Monday through Friday, excluding holidays.

D. Delivery Address:

Port St. Lucie Police Training Facility 184 SW Thanksgiving Ave. Port St. Lucie, Florida 34984-5099

- E. This Agreement, and any PO issued relating to this Agreement, is subject to the terms and conditions contained on the City' website: CONDITIONS CITY OF PORT ST. LUCIE PURCHASE ORDER (cityofpsl.com). However, in the case of a conflict between this Agreement and the City's standard terms and conditions, this Agreement controls. Additionally, if there is a conflict between any term in the body of this Agreement and any attachment, the body of the Agreement controls.
- F. <u>Government Appropriation</u>. The parties acknowledge and agree that, if any purchases are made beyond City's current fiscal year (on or after October 1st), such purchases made under this Agreement are contingent upon an annual budget appropriation by the City Council.
- G. <u>Tax Exemption</u>. The City may be tax exempt and will share its tax-exempt certificate upon request.
- H. <u>Sovereign Immunity</u>. Nothing in this Agreement, nor in any PO issued related to this Agreement, shall be deemed or otherwise interpreted as waiving City's sovereign immunity protections existing under the laws of the State of Florida, or extending or increasing the limits of liability as set forth in section 768.28 Florida Statutes.
- Section 3. Notice. Notice hereunder shall be provided in writing by certified mail return receipt requested, or customarily used overnight transmission with proof of delivery, to the City Manager at the address listed above. Notice to the Contractor shall be at the address listed above.
- **Section 4. Public Records.** Contractor understands that City is a public entity whose records are available and open to the public for review and inspection. Contractor agrees to comply with public records laws, specifically:
 - A. Keep and maintain public records required by the City to perform the service.

- 1. The timeframes and classifications for records retention requirements must be in accordance with the General Records Schedule GS1-SL for State and Local Government Agencies and GS2 for Criminal Justice Agencies and District Medical Examiners. (See http://dos.myflorida.com/library-archives/records-management/general-records-schedules).
- During the term of the Agreement, the Contractor shall maintain all books, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this Agreement. The form of all records and reports shall be subject to the approval of the City.
- 3. Records include all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business with the City. Contractor's records under this Agreement include but are not limited to, supplier/sub engineer invoices and contracts, project documents, meeting notes, emails, and all other documentation generated during this Agreement.
- 4. The Contractor agrees to make available to the City, during normal business hours, all books of account, reports and records relating to this Agreement.
- 5. A contractor who fails to provide the public records to the City within a reasonable time may also be subject to penalties under section 119.10, Florida Statutes.
- B. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for by law. If Contractor does not comply with the City's request for records, City shall enforce the provisions in accordance with this Agreement.
- C. Ensure that project records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Contractor does not transfer the records to City.
- D. Upon completion of the Agreement, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If

the Contractor keeps and maintains public records upon the completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records kept electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

CITY CLERK 121 SW PORT ST. LUCIE BLVD. PORT ST. LUCIE, FL 34984 (772) 871-5157 PRR@CITYOFPSL.COM

Scrutinized Vendors List. By entering into this Agreement with the City, Section 5. Contractor certifies that it and those related entities of Contractor, as defined by Florida law, are not on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, and are not engaged in a boycott of Israel. The City may terminate this Agreement if Contractor or any of those related entities of Contractor, as defined by Florida law, are found to have submitted a false certification or any of the following occur with respect to the company or a related entity: (i) it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of one million dollars or more, it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or it is found to have been engaged in business operations in Cuba or Syria. Notwithstanding the preceding, the City reserves the right and may, in its sole discretion, on a case by case basis, permit a company on such lists or engaged in business operations in Cuba or Syria to be eligible for, bid on, submit a proposal for, or enter into or renew a contract for goods or services of one million dollars or more, or may permit a company on the Scrutinized Companies that Boycott Israel List to be eligible for, bid on, submit a proposal for, or enter into or renew a contract for goods or services of any amount, should the City determine that the conditions set forth in section 287.135(4), Florida Statutes, are met.

Section 6. Law, Venue, Attorney's Fees, and Wavier of Jury Trial. This Agreement is to be construed as though made in and to be performed in the State of Florida and is to be governed by the laws of Florida in all respects without reference to the laws of any other state or nation. The venue of any action taken to enforce this Agreement, arising from this Agreement, or related to this Agreement, shall be in St. Lucie County, Florida.

The parties agree that each shall pay its own attorney's fees for any action taken to enforce this Agreement, arising from this Agreement, or related to this Agreement. Each party expressly waives its right to recover attorney's fees from the other, regardless of where such right may arise. The parties to this Agreement hereby freely, voluntarily, and expressly, waive their respective rights to trial by jury on any issues so triable after having the opportunity to consult with an attorney.

Section 7. Indemnity and Insurance.

Contractor agrees to indemnify, defend, and hold harmless, the City, its officers, agents, and employees from, and against any and all claims, actions, liabilities, losses and expenses including, but not limited to, attorney's fees for personal, economic, or bodily injury, wrongful death, loss of or damage to property, at law or in equity, which may arise or may be alleged to have risen from the negligent acts, errors, omissions or other wrongful conduct of Contractor, agents, laborers, subcontractors or other personnel entity acting under Contractor control in connection with the Contractor's performance of services under this Agreement. To that extent, Contractor shall pay any and all such claims and losses and shall pay any and all such costs and judgments which may issue from any lawsuit arising from such claims and losses including wrongful termination or allegations of discrimination or harassment, and shall pay all costs and attorney's fees expended by the City in defense of such claims and losses, including appeals. That the aforesaid holdharmless agreement by Contractor shall apply to all damages and claims for damages of every kind suffered, or alleged to have been suffered, by reason of any of the aforesaid operations of Contractor or any agent laborers, subcontractors, or employee of Contractor regardless of whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages. Contractor shall be held responsible for any violation of laws, rules, regulations, or ordinances affecting in any way the conduct of all persons engaged in or the materials or methods used by Contractor on the work. This indemnification shall survive the termination of this Agreement.

The Contractor shall, on a primary basis and at its sole expense, agree to maintain in full force and effect at all times during the life of this Agreement, insurance coverage and limits, including endorsements, as described herein. The requirements contained herein, as well as City's review or acceptance of insurance maintained by the Contractor are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Contractor under the Agreement.

The parties agree and recognize that it is not the intent of the City that any insurance policy/coverage that it may obtain pursuant to any provision of this Agreement will provide insurance coverage to any entity, corporation, business, person, or organization, other than the City of Port St. Lucie and the City shall not be obligated to provide any insurance coverage other than for the City of Port St. Lucie or extend its immunity pursuant to section 768.28, Florida Statutes, under its self-insured program. Any provision contained herein to the contrary shall be considered void and unenforceable by any party. This provision does not apply to any obligation imposed on any other party to obtain insurance coverage for this project and/or any obligation to name the City

of Port St. Lucie as an additional insured under any other insurance policy or otherwise protect the interests of the City of Port St. Lucie as specified in this Agreement.

Workers' Compensation Insurance & Employer's Liability: The Contractor shall agree to maintain Workers' Compensation Insurance & Employers' Liability in accordance with section 440, Florida Statutes. Employers' Liability must include limits of at least \$100,000.00 each accident, \$100,000.00 each disease/employee, and \$500,000.00 each disease/maximum. A Waiver of Subrogation endorsement must be provided. Coverage shall apply on a primary basis. Should scope of work performed by Contractor qualify its employee(s) for benefits under Federal Workers' Compensation Statute (for example, U.S. Longshore & Harbor Workers Act or Merchant Marine Act), proof of appropriate Federal Act coverage must be provided.

<u>Commercial General Liability Insurance</u>: The Contractor shall agree to maintain Commercial General Liability insurance, issued under an Occurrence form basis, including Contractual liability, to cover the hold harmless agreement set forth herein, with limits of not less than:

Each occurrence	\$1,000,000
Personal/advertising injury	\$1,000,000
Products/completed operations aggregate	\$2,000,000
General aggregate	\$2,000,000
Fire damage	\$100,000 any 1 fire
Medical expense	\$10,000 any 1 person

Additional Insured: An Additional Insured endorsement must be attached to the certificate of insurance (should be CG2026) under the General Liability policy. Coverage is to be written on an occurrence form basis and shall apply as primary and non-contributory. Defense costs are to be in addition to the limit of liability. A waiver of subrogation is to be provided in favor of the City. Coverage shall extend to independent contractors and fellow employees. Contractual Liability is to be included. Coverage is to include a cross liability or severability of interests provision as provided under the standard ISO form separation of insurers clause.

Except as to Workers' Compensation and Employers' Liability insurance, Certificates of Insurance and policies shall clearly state that coverage required by the Agreement has been endorsed to include the City of Port St. Lucie, a municipality of the State of Florida, its officers, agents, and employees as Additional Insured for Commercial General Liability and Business Auto Liability policies. The name for the Additional Insured endorsement issued by the insurer shall read: "City of Port St. Lucie, a municipality of the State of Florida, its officers, employees and agents shall be listed as additional insured and shall include Contract #20260016, MILO Force Options Simulators." Copies of the Additional Insured endorsements shall be attached to the Certificate of Insurance. The policies shall be specifically endorsed to provide thirty (30) days written notice to the City prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. Formal written notice shall be sent to City of Port St. Lucie, 121 SW Port St. Lucie Blvd., Port St. Lucie, FL 34984, Attn: Procurement. In the event that the statutory liability of the City is amended during the term of this Agreement to exceed the above limits, the Contractor shall

be required, upon thirty (30) days written notice by the City, to provide coverage at least equal to the amended statutory limit of liability of the City. Copies of the Additional Insured endorsement shall be attached to the Certificate of Insurance.

Business Automobile Liability Insurance: The Contractor shall agree to maintain Business Automobile Liability at a limit of liability not less than \$1,000,000.00 each accident covering any auto, owned, non-owned, and hired automobiles. In the event the Contractor does not own any automobiles, the Business Auto Liability requirement shall be amended allowing Contractor to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto Coverage form. Certificate holder must be listed as additional insured. A waiver of subrogation must be provided. Coverage shall apply on a primary and non-contributory basis.

<u>Waiver of Subrogation:</u> By entering into this Agreement, Contractor agrees to a Waiver of Subrogation for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss contract to waive subrogation without an endorsement, then Contractor shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy where a condition to the policy specifically prohibits such an endorsement, or voids coverage should Contractor enter into such a contract on a pre-loss basis.

<u>Deductibles:</u> All deductible amounts shall be paid for and be the responsibility of the Contractor for any and all claims under this Agreement. Where an SIR or deductible exceeds \$5,000, the City reserves the right, but is not obligated, to review and request a copy of the Contractor's most recent annual report or audited financial statement.

It shall be the responsibility of the Contractor to ensure that all independent contractors and subcontractors comply with the same insurance requirements referenced herein. It shall be the responsibility of the Contractor to obtain Certificates of Insurance from all independent contractors and subcontractors listing the City as an Additional Insured without the language, "when required by written contract." If Contractor, any independent contractor, or any subcontractor maintain higher limits than the minimums listed above, the City requires and shall be entitled to coverage for the higher limits maintained by Contractor/independent contractor/subcontractor.

The Contractor may satisfy the minimum limits required above for either Commercial General Liability, Business Auto Liability, and Employers' Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for either Commercial General Liability, Business Auto Liability, or Employers' Liability. When required by the insurer, or when Umbrella or Excess Liability is written on Non-Follow Form, the City shall be endorsed as an "Additional Insured."

The City by and through its Risk Management Department reserves the right, but is not obligated, to review, modify, reject, or accept any required policies of insurance, including limits, coverages, or endorsements, herein from time to time throughout the term of this Agreement. All insurance

Contract # 20260016:

carriers must have an AM Best rating of at least A:VII or better. When a self-insured retention or deductible exceeds \$5,000, the City reserves the right, but is not obligated, to review and request a copy of Contractor's most recent annual report or audited financial statement.

A failure on the part of the Contractor to execute the Agreement and/or punctually deliver the required insurance certificates and other documentation may be cause for annulment of this Agreement.

Section 8. Audits. The Contractor shall establish and maintain a reasonable accounting system that enables the City to readily identify the Contractor's assets, expenses, costs of goods, and use of funds throughout the term of this Agreement for a period of at least seven (7) years following the date of final payment or completion of any required audit, whichever is later. Records shall include, but are not limited to, accounting records, written policies and procedures; subcontract files (including proposals of successful and unsuccessful bidders, bid recaps, etc.); all paid vouchers including those for out-of-pocket expenses; other reimbursements supported by invoices; ledgers; cancelled checks; deposit slips; bank statements; journals; original estimates; estimating work sheets; contract amendments and change order files; back charge logs and supporting documentation; insurance documents; payroll documents; timesheets; memoranda; and correspondence. The Contractor shall permit the City's authorized auditor or any authorized representative of the State, and where federal funds are involved, the Comptroller General of the United States, or any other authorized representative of the United States government, to access and examine, audit, excerpt, and to make copies of all books, documents, papers, electronic or optically stored and created records, or other records relating or pertaining to this Agreement kept by or under the control of the Contractor, including, but not limited to those kept by the Contractor, its employees, agents, assigns, successors, and subcontractors. Such records shall be made available to the City during normal business hours at the Contractor's office or place of business. The Contractor shall not impose a charge for audit or examination of the Contractor's books and records. If an audit discloses incorrect billings or improprieties, the City reserves the right to charge the Contractor for the cost of the audit and appropriate reimbursement. Any adjustments and/or payments that must be made as a result of any such audit or inspection of the Contractor's invoices and/or records shall be made within a reasonable amount of time (not to exceed ninety (90) days) from presentation of the City's findings to the Contractor. Evidence of criminal conduct will be turned over to the proper authorities.

The Contractor shall ensure the City has these rights under this Section 8 with Contractor's employees, agents, assigns, successors, and subcontractors, and the obligations of these rights shall be explicitly included in any subcontracts or agreements formed between the Contractor and any subcontractors to the extent that those subcontracts or agreements relate to fulfillment of the Contractor's obligations to the City.

Section 9. E-Verify. In accordance with section 448.095, Florida Statutes, the Contractor agrees to comply with the following:

- 1. Contractor must register with and use the E-Verify system to verify the work authorization status of all new employees of the Contractor. Contractor must provide City with sufficient proof of compliance with this provision before beginning work under this Agreement.
- 2. If Contractor enters into a contract with a subcontractor, Contractor must require each and every subcontractor to provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor shall maintain a copy of each and every such affidavit(s) for the duration of this Agreement and any renewals thereafter.
- 3. The City shall terminate this Agreement if it has a good faith belief that a person or an entity with which it is contracting has knowingly violated section 448.09(1), Florida Statutes.
- 4. Contractor shall immediately terminate any contract with any subcontractor if Contractor has, or develops, a good faith belief that the subcontractor has violated section 448.09(1), Florida Statutes. If City has or develops a good faith belief that any subcontractor of Contractor knowingly violated section 448.09(1), Florida Statutes, or any provision of section 448.095, Florida Statutes, the City shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor.
- 5. The City shall terminate this Agreement for violation of any provision in this section. If the Agreement is terminated under this section, it is not a breach of contract and may not be considered as such. If the City terminates this Agreement under this section, the Contractor may not be awarded a public contract for at least one (1) year after the date on which the Agreement was terminated. A contractor is liable for any additional costs incurred by the City as a result of the termination of a contract.
- 6. The City, Contractor, or any subcontractor may file a cause of action with a circuit or county court to challenge a termination under section 448.095(5)(c), Florida Statutes, no later than twenty (20) calendar days after the date on which the Agreement was terminated. The parties agree that such a cause of action shall be filed in accordance with the Venue provision, as provided herein.

Section 10. Construction. The title of the section and paragraph headings in this Agreement are for reference only and shall not govern, suggest, or affect the interpretation of any of the terms or provisions within each section or this Agreement as a whole. The use of the term "including" in this Agreement shall be construed as "including, without limitation." Where specific examples are given to clarify a general statement, the specific language shall not be construed as limiting, modifying, restricting, or otherwise affecting the general statement. All singular words and terms shall also include the plural, and vice versa. Any gendered words or terms used shall include all genders. Where a rule, law, statute, or ordinance is referenced, it indicates the rule, law, statute, or ordinance in place at the time the Agreement is executed, as well as may be amended from time to time, where application of the amended version is permitted by law.

The parties have participated jointly in the negotiation and drafting of this Agreement and agree that both have been represented by counsel and/or had sufficient time to consult counsel, before entering into this Agreement. In the event an ambiguity, conflict, omission, or question of intent

or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties, and there shall be no presumption or burden of proof or persuasion based on which party drafted a provision of the Agreement.

Section 11. Merger. This Agreement sets forth the entire agreement between Contractor and City with respect to the subject matter of this Agreement. This Agreement supersedes all prior and contemporaneous negotiations, understandings, and agreements, written or oral, between the parties. This Agreement may not be modified except by the parties' mutual agreement set forth in writing and signed by duly authorized representatives of the parties.

IN WITNESS WHEREOF, the parties are duly authorized to bind their respective entities hereto and have accepted, made, and executed this Agreement upon the terms and conditions above stated on the day and year entered below.

SIGNATURE PAGE FOLLOWS

CITY OF PORT ST. LUCIE, A Florida municipal corporation Caroline Sturgis Director, Office of Management & Budget Date: CONTRACTOR FAAC Incorporated D/B/A MILO Range Training Systems July Jank Authorized Representative's Name Authorized Representative Date: 10/09/2025



MILO Range Theater 180

3-Screen Immersive Force Options Simulator

Proposal prepared for:

Albert Sohl
Port St. Lucie Police Department
121 SW Port St. Lucie Blvd.
Port St. Lucie, FL 34984

September 25, 2025

Thank you for your interest in the Interactive MILO Range Firearms Training Simulators from MILO Range Training Systems. This proposal will provide you with the requested system information, specifications, pricing and details for the system and equipment you've inquired about.

MILO Range's threat response and firearms training simulators have been selected by the most demanding law enforcement, military and public safety agencies and are in daily use around the world in over 40 countries. The MILO Range training system is a comprehensive solution that is designed to allow trainers the ability to give presentations and classes, conduct interactive testing and assessment and provide immersive hands-on scenario based exercises with detailed debriefing and after action review. Each MILO system is designed to increase trainee knowledge, skills and confidence in a safe, challenging environment that is highly interactive and engaging.

Through our 20-year history of providing innovative interactive simulation training solutions, MILO Range has become widely regarded as a low-risk, highly reliable contracting and business partner. We have the industry's most dedicated and experienced sales and support team on staff and all MILO customers receive the best technical service in the business, including free software updates, newly filmed and released scenarios with new exercises and environments to keep interest high and skills sharp.

On behalf of the entire MILO Range Team, I sincerely appreciate the consideration of our proposal for this requirement and also to have the opportunity to be of service to the men and women of the Port St. Lucie Police Department.

Fax: (734) 761-5368 Toll Free: (800) 344-1707

Respectfully,

Neil Gikas

Eastern US Law Enforcement Sales

MILO Range Training Systems

FAAC Incorporated

800.344.1707 office

734.358.8292 mobile

neil.gikas@milorange.com

www.milorange.com

MILO RANGE THEATER 180 MULTI-SCREEN TRAINING SIMULATOR SUITE **Item** Description Qty. **Unit Price Extended Price** MILO Range v7 Theater 180 HD system with Multi-\$84.783.75 \$84.783.75 1 Directional Sound: Requires minimum space of 23' x 20' with 9' ceilings MILO CPU Station MILO v7 Software-Based on MS Windows 11 OS Instructor Station with 2 LCD monitors for software control and real-time view of HD TAC camera Mounting systems and/or ceiling mounts as needed Three HD Short-throw Rear Projection Projectors 180-degree borderless screen 30'L x 6' 5"H Three 8-device Laser Weapon & Flashlight Detection Modules All Power and Video Cables Instructor Desktop Speakers Keyboard and Optical Mouse Multi-Directional Sound System Instructor Desk and Chair 140+ 3-Screen Multi-Branching Scenarios 925+ Single Screen Multi-Branching Interactive Law Enforcement Scenarios are pre-loaded as well as 40+ Skill Builder exercises FREE Access to Software Updates and MILO Inc Digital Scenario Library: Software updates and new HD Scenarios available, approximately 15 scenarios created at a minimum each quarter (single/multi-screen). Course Designer Program: The Course Designer Inc Program is an editing software program that can be used to create lessons, tests and presentations for classrooms, auditoriums and training rooms or for one on one instruction. Allows the user to utilize both high definition digital video and computer graphics capabilities to create fully interactive training videos and/or graphics based training environments. Customer can also create custom HD, multi-screen scenarios. Includes HD Camera for scenario filmina Dry-Fire Laser Training: Two weapon lasers of your 2 choice or SIRT replicas. Pistol or Rifle lasers in 9mm, .40 or .45 SIRT replicas available in Glock, Sig Sauer or S&W OC Spray Training Devices: Laser modified OC spray 2 training devices for non-lethal applications. Thumb or trigger activation. Includes 2 devices standard

	Low Light Training Program: Allows the trainee to use a real flashlight in-conjunction with their weapon for low light training. This system is non-lane based which allows for multiple users. Includes 2 MILO Supplied Flashlights with IR lens	Inc	
	Trainee Action Capture (TAC) with Picture-in- Picture Video/Audio Debrief: Audio and color video capture in wide-angle HD video of trainee's actions in a scenario for immediate (or later) debriefing and review.	Inc	
	Graph-X Targets: Allows the user to utilize any of the Graph-X modules for Marksmanship, Shoot-house, Basic Targets and Range Practice. Includes 75+ interactive CGI skill-builder exercises-single/multi-screen mix	Inc	
	Statistics and Management: Allows user to create and manipulate the trainee performance database information as to create individual and/or group statistics using relevant filtering criteria.	Inc	
	Baton/Punch/Strike Branching and Scoring: Allows the trainer to manually branch the scenario while the trainee uses their actual baton or makes a strike/kick. The system will branch and score the use of action as a baton strike.	Inc	
	CONUS Delivery, Installation, Insurance and Standard 2-year Warranty	Inc	
	MILO Training (2 Days): 2-day Instructor/Operator Master course covering the MILO system, software and hardware at the end-users designated location for up to 6 students. Training at customer location TBD by the MILO instructor availability.	Inc	
(A)	MILO RANGE THEATER 180 TRAINING SYSTEM TOTAL (Qty.1):	1	\$84,783.75

	Optional Training Ite	ms		
Item	Description	Qty	Unit Price	Total Price
2	WRK Drop-In Recoil Kit for Handgun (G45): *Does NOT include the Weapon "Tether Less Model" training weapon with two (2) CO2 magazines and laser. Uses 12 Gm Co2 canisters. No permanent modifications to weapon required.	2	\$2,656.25	\$5,312.50
3	WRK Drop-in recoil kit for Rifle (AR-15): *Does NOT include the weapon. "Tether Less Model" training weapon with two (2) CO2 magazines and laser. Uses 12 Gm Co2 canisters. No permanent modifications to weapon required.	2	\$2,656.25	\$5,312.50
4	WRK Maintenance Kit: For use with MILO pistol, rifle and shotgun recoil kits.	1	\$445.00	\$445.00
5	WRK Tabletop Refill Nozzle w/ Tank: Standalone refill tank with nozzle. (Only compatible with WRK recoil kits)	1	\$993.75	\$993.75

6	TASER 10 Sim Weapon w/2 cartridges: Includes TASER weapon modified for use on the MILO Range system and two (2) dual-laser cartridges with model specific degree separation for reloading drills. (T10 Backordered Item-Delivery TBD)	2	\$2,245.00	\$4,490.00
(B)	Optional Training Items Tot	al:	\$1	6,553.75

MILO Range Theater 180 System and Optional Items Cost (A+B):	\$101,337.50
Total Proposal Offer =	\$101,337.50

Bronze Warranty (Annual Cost):	\$5,066.88

-See Important Terms and Conditions Next Page-

1229 Oak Valley Dr, Ann Arbor, MI 48108 www.milorange.com

	Standard Domestic Terms of Sale
Quote Validity:	90 DAYS All prices quoted in US Dollars (\$USD)
Payment Schedule:	50% At the time order is placed, 40% after shipment of equipment, 10% after completion of training (or 60
	days after shipment if training is delayed beyond that point at request of customer)
Payment Terms:	NET 30 from date of invoice
Accepted Payment Options:	Check, Wire/ACH, Credit Card 3% surcharge will be added (MC/VISA, AMEX Only)
Termination for	If Buyer's order is canceled for any reason other than for Seller's default, Buyer is liable for all costs
Convenience:	incurred at the time of cancellation to include order termination processing costs and restocking fees
	(20%) for any reusable components credited to Buyer's account
US Delivery Lead Time:	Standard Production System: 90 Days ARO
US Delivery Location:	FOB Destination, unless otherwise stated; Partial Shipment and Partial Invoice may occur
Taxes (Domestic):	a) Prices quoted do not include local, state or federal taxes unless
, , ,	indicated otherwise
	b) If this sale is subject to Use Tax, Buyer is liable for the tax and
	should make payment directly to its taxing authority. However,
	FAAC will collect Sales Tax for the following states: CA, FL, HI, IA
	KY, MA, MI, NV, NY, TN, UT, WA and WV.
	c) If applicable, please include a copy of your tax exemption certificate
	or direct pay permit with your purchase order.
	d) FOB Factory will be subject to 6% MI Sales Tax.
Warranty:	24 Months from date of installation unless otherwise stated in the written proposal.
GSA Pricing:	If eligible, this proposal may contain both GSA and Open Market items. GSA items are identified with a
	GSA part number and are designated "GSA Item" in the Unit Price column. All other items are to be
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Orders:	FAAC requires buying agencies to submit a Purchase Order as a binding agreement for the items proposed
Oracis.	herein. Purchase Orders must reference FAAC's proposal. Please address all orders to:
	FAAC Incorporated
	c/o Contracts Department
	1229 Oak Valley Drive
	Ann Arbor, MI 48108
	(877) 322-2387 / Fax: (734) 761-5368
	Email: orders@faac.com
e e. l.	
Cage Code:	3J401 Country of Origin: 100% USA Sourced
Tax ID:	38-2690218 Berry Compliant: Yes
DUNS:	175204163
UEI:	UY43FBN7NHK8
GSA Schedule:	PSS/00CORP; Contract # GS-00F-332CA
Sales Representative:	Neil Gikas * neil.gikas@milorange.com * 734.358.8292

^{*}Purchases under the GSA Disaster Recovery Program are at the determination of the agency/school. GSA requires that a Purchase Order or contract issued under this Program include an identification statement (see below):

[&]quot;This order is placed under GSA Schedule number GS-00F-332CA under the authority of the GSA Disaster Purchasing program. The products and services purchased will be used in preparation or response to disasters or recovery from major disaster declared by the President, or recovery from terrorism or nuclear, biological, chemical, or radiological attack."



MILO Range Advanced

Interactive Mobile Force Options Simulator

Proposal prepared for:

Albert Sohl
Port St. Lucie Police Department
121 SW Port St Lucie Blvd
Pt St Lucie, FL 34984

September 25, 2025

Thank you for your interest in the Interactive MILO Range Firearms Training Simulators from MILO Range Training Systems. This proposal will provide you with the requested system information, specifications, pricing and details for the system and equipment you've inquired about.

MILO Range's threat response and firearms training simulators have been selected by the most demanding law enforcement, military and public safety agencies and are in daily use around the world in over 40 countries. The MILO Range training system is a comprehensive solution that is designed to allow trainers the ability to give presentations and classes, conduct interactive testing and assessment and provide immersive hands-on scenario based exercises with detailed debriefing and after action review. Each MILO system is designed to increase trainee knowledge, skills and confidence in a safe, challenging environment that is highly interactive and engaging.

Through our 20-year history of providing innovative interactive simulation training solutions, MILO Range has become widely regarded as a low-risk, highly reliable contracting and business partner. We have the industry's most dedicated and experienced sales and support team on staff and all MILO customers receive the best technical service in the business, including free software updates, newly filmed and released scenarios with new exercises and environments to keep interest high and skills sharp.

On behalf of the entire MILO Range Team, I sincerely appreciate the consideration of our proposal for this requirement and also to have the opportunity to be of service to the men and women of the Port St. Lucie Police Department.

FAX: (734) 761-5368

Toll Free: (800) 344-1707

Respectfully,

Neil Gikas

Eastern US Law Enforcement Sales MILO Range Training Systems

FAAC Incorporated 800.344.1707 office

734.358.8292 mobile

neil.gikas@milorange.com

www.milorange.com

M	MILO RANGE ADVANCED TRAINING SIMULATOR SUITE					
Item	Description	Qty	Unit Price	Extended Price		
1	 MILO Range Advanced mobile system includes: MILO v7 Software – Based on MS Windows 11 OS Laptop Short Throw HD Projector (1920 x 1080) HD (12' x7') fast-fold projection screen with transport case 8-device Hit Detection Box with Flashlight option All Power and Video Cables, Power Strip Speakers/Digital Audio Sound System Transport Case for System and Peripheral Items 925+ Multi-Branching Interactive Law Enforcement Scenarios are pre-loaded as well as 40+ Skill Builder exercises 	1	\$24,933.75	\$24,933.75		
	 Dry-Fire Laser Training: Two weapon lasers of your choice or SIRT replicas. Pistol or Rifle lasers in 9mm, .40 or .45 SIRT replicas available in Glock, Sig Sauer or S&W models 	2				
	OC Spray Training Device: Two laser modified OC spray training devices for non-lethal applications. Thumb or trigger activation.	2				
	Low Light Training Program: Allows the trainee to use a real flashlight in-conjunction with their weapon for low light training. This system is non-lane based which allows for multiple users. Includes 2 MILO Supplied Flashlights with IR lens	Inc				
	MILO Trainee Action Capture (TAC) with Picture in Picture Video/Audio debrief: Audio and color video capture of trainee's actions in a scenario for immediate or later debriefing and review.	inc		:		
	Graph-X Targets: Allows the user to utilize any of the Graph-X modules for Marksmanship, Shoot-house, Basic Targets and Range Practice. Includes 75+ interactive CGI skill-builder exercises	Inc				
	Statistics and Management: Allows user to manipulate the database information as to create individual and/or group statistics using relevant filtering criteria.	Inc		0		
	Baton/Punch/Strike Branching and Scoring: Allows the trainer to manually branch the scenario while the trainee uses their actual baton or makes a strike/kick.	Inc				
	CONUS Delivery, Insurance and Standard 2-year Warranty	Inc				

	FREE Access to Software Updates and MILO Digital Scenario Library: Software updates and new HD Scenarios available, approximately 15 scenarios created at a minimum each quarter.	Inc	
	MILO Training with Setup (1 Day): 1-day Instructor/Operator Master course covering the MILO system, software and hardware at the end-users designated location for up to 6 students. Training at customer location TBD by the MILO instructor availability.	Inc	
(A)	MILO RANGE ADVANCED TRAINING SYSTOTAL (Qt		\$24,933.75

	Optional Training Iter	ns		
item	Description	Qty	Unit Price	Total Price
2	Roll-up Thermal Live Fire Module LF5300: Includes live fire detection software, retractable target screen and thermal camera for detecting live bullets fired on rubber projection screen surface. Supports all ball ammunition in calibers from 4.6mm up to .50 caliber. Each module provides detection and screen up to 3mx 2m. Multiple screens can be edge to edge (for Theater & Firing Range applications) and custom screen sizes are available at additional cost. Customer to provide any/all ballistic protection, if needed.	1	\$25,195.00	\$25,195.00
3	Range Anywhere – Wireless Instructor Tablet: Allows MILO operator to use tablet for freedom of movement during scenarios.	1	\$2,245.00	\$2,245.00
(B)	(B) Optional Training Items Total:		\$2	7,440.00

MILO Range Advanced System and Optional Items Cost (A + B):	\$52,373.75
Pro Trade-In Credit:	-\$7,500.00
Total Proposal Offer =	\$44,873.75

-See Important Terms and Conditions Next Page-

	Standard Domestic Terms of Sale		
Quote Validity:	90 DAYS All prices quoted in US Dollars (\$USD)		
Payment Schedule:	50% At the time order is placed, 40% after shipment of equipment, 10% after completion of training (or 6		
	days after shipment if training is delayed beyond that point at request of customer)		
Payment Terms:	NET 30 from date of invoice		
Accepted Payment Options:	Check, Wire/ACH, Credit Card 3% surcharge will be added (MC/VISA, AMEX Only)		
Termination for	If Buyer's order is canceled for any reason other than for Seller's default, Buyer is liable for all costs		
Convenience: incurred at the time of cancellation to include order termination processing costs and restocking			
	(20%) for any reusable components credited to Buyer's account		
US Delivery Lead Time:	Standard Production System: 45 Days ARO		
US Delivery Location:	FOB Destination, unless otherwise stated; Partial Shipment and Partial Invoice may occur		
Taxes (Domestic):	a) Prices quoted do not include local, state or federal taxes unless		
	indicated otherwise		
	b) If this sale is subject to Use Tax, Buyer is liable for the tax and		
	should make payment directly to its taxing authority. However,		
	FAAC will collect Sales Tax for the following states: CA, FL, HI, IA		
	KY, MA, MI, NV, NY, TN, UT, WA and WV.		
	c) If applicable, please include a copy of your tax exemption certificate		
	or direct pay permit with your purchase order.		
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20260016-05_ABL_Edits (1)

Final Audit Report 2025-10-09

Created: 2025-10-08

By: Kelly Schram (kschram@faac.com)

Status: Signed

Transaction ID: CBJCHBCAABAAP2wc_VRrjnl7s6HtbqQ6CGLY0XNwPCIC

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