



**II. FISCAL IMPACT ANALYSIS**

**A. Five Year Summary of Fiscal Impact:**

Fiscal Years	<u>2023</u>	<u>2024</u>	<u>2025</u>	<u>2026</u>	<u>2027</u>
Capital Expenditures	<u>\$846,979</u>				
Operating Costs	<u>\$106,959</u>	<u>\$145,821</u>	<u>\$150,195</u>	<u>\$154,701</u>	<u>\$159,342</u>
External Revenues (Grants)					
Program Income (County)					
In-Kind Match (County)					
<b>NET FISCAL IMPACT</b>	<u><b>\$953,938</b></u>	<u><b>\$145,821</b></u>	<u><b>\$150,195</b></u>	<u><b>\$154,701</b></u>	<u><b>\$159,342</b></u>

# ADDITIONAL FTE  
POSITIONS (Cumulative) \_\_\_\_\_

Is Item Included in Current Budget? Yes X No \_\_\_\_\_  
Does this item include the use of federal funds? Yes \_\_\_\_\_ No X

Budget Account No: Fund 4100 Department 120 Unit 1340 Object 3401  
Reporting Category 4111 121 A415 6505

**B. Recommended Sources of Funds/Summary of Fiscal Impact:**

Approval of this item provides budget for the First Amendment to the Agreement with HUB in the amount of \$953,938. This project is fully budgeted in FY 2023 Budget. The term of the Agreement is based on a calendar year, not a fiscal year. The final fiscal year's fiscal impact in FY 2028 will be \$40,127.69 in operating costs.

C. Departmental Fiscal Review: Walter Mancosa

**III. REVIEW COMMENTS**

**A. OFMB Fiscal and/or Contract Development and Control Comments:**

Lisa M. [Signature] 10/26/22  
MG 10/26 OFMB

[Signature] 11/31/22  
Contract Dev. and Control

**B. Legal Sufficiency:**

Anne [Signature] 11-1-22  
Assistant County Attorney

**C. Other Department Review:**

\_\_\_\_\_  
Department Director

REVISED 11/17

(THIS SUMMARY IS NOT TO BE USED AS A BASIS FOR PAYMENT)

**FIRST AMENDMENT TO  
HUB PARKING TECHNOLOGY USA INC.  
MAINTENANCE/SERVICE AGREEMENT**

**THIS FIRST AMENDMENT TO THE MAINTENANCE/SERVICE AGREEMENT** (this "Amendment"), dated \_\_\_\_\_, 2022 is made by and between Palm Beach County, a political subdivision of the State of Florida, by and through its Board of County Commissioners ("Customer"), and HUB PARKING TECHNOLOGY USA, INC., a Delaware corporation, having its office and principal place of business at 761 Commonwealth Drive, Suite 204, Warrendale, PA, 15086 ("HUB").

**WITNESSETH:**

**WHEREAS**, Customer, by and through its Department of Airports ("Department"), owns and operates Palm Beach International Airport ("PBI"), located in Palm Beach County, Florida; and

**WHEREAS**, Customer entered into that certain Contract for the installation of a parking and revenue control system ("PARCS") by CTR Systems Parking, Inc. (R-2008-0172) ("CTR") at PBI; and

**WHEREAS**, HUB acquired CTR in 2013 and is the sole source manufacturer and supplier of the PARCS installed at PBI; and

**WHEREAS**, the parties have entered into that certain Maintenance/Service Agreement dated January 23, 2018 ("Agreement") (R-2018-0040), for the continued maintenance and repair of the PARCS, which the parties acknowledge and agree expires December 31, 2022; and

**WHEREAS**, the parties hereto desire to extend the term of the Agreement and amend the Agreement in accordance with the terms and conditions set forth herein. .

**NOW THEREFORE**, in consideration of the mutual covenants and agreements expressed herein, the parties agree as follows:

1. Recitals. The recitals set forth above are true and correct and incorporated herein by this reference. Terms not defined herein shall have the meaning ascribed to them in the Agreement. For purposes of this Amendment, the term "Section" shall refer to the numbered paragraphs in the Agreement.

2. Contract Representatives. Customer's representative/liaison during the performance of the Extended Term shall be Director of Airport Properties, who may be contacted at the following: (561) 471 – 7472 (telephone), and [slarose@pbia.org](mailto:slarose@pbia.org) (e-mail) ("Customer's Representative"). HUB's representative/liaison during the performance of this Amendment shall be Roger Slayton, who may be contacted at the following: (844) 482 – 7275, extension 5125 (telephone), and [Roger.Slayton@hubparking.com](mailto:Roger.Slayton@hubparking.com) (e-mail). Either party may change the designated representative/liaison upon three (3) days prior written notice to the other party.

3. Extended Term. The term of the Agreement is hereby extended for an additional five (5) years, commencing on January 1, 2023, and expiring on December 31, 2027 ("Extended Term").

4. Basic Maintenance Services. The total amount to be paid by Customer for Basic Maintenance Services during the Extended Term shall not exceed Seven Hundred Fifty-Seven Thousand, One Hundred Forty-Five Dollars and Seven Cents (\$757,145.07) in accordance with the fee schedule set forth below. Customer shall continue to make payments on a quarterly basis as provided for in the Agreement during the Extended Term. The term "Contract Year" means a twelve (12) month period commencing on January 1<sup>st</sup> of each year and ending on December 31<sup>st</sup>.

CONTRACT YEAR	ANNUAL PAYMENT	QUARTERLY PAYMENT
YEAR 1	\$142,611.74	\$35,652.94
YEAR 2	\$146,890.09	\$36,722.52
YEAR 3	\$151,296.79	\$37,824.20
YEAR 4	\$155,835.69	\$38,958.92
YEAR 5	\$160,510.76	\$40,127.69

5. Renewal and Replacement. In addition to Basic Maintenance Services, HUB shall complete the renewal and replacement projects set forth in the proposals attached hereto and incorporated into this Amendment as Exhibits 1-A through 1-H, and as further summarized in the table below (hereinafter collectively referred to as "Projects", and individually as a "Project"). HUB shall not commence work on a Project until receipt of a written Notice to Proceed ("NTP") from Customer Representative. Upon receipt of a NTP, HUB shall commence and complete the Project in accordance with a schedule approved in advance by the Customer. The amount to be paid by Customer for each Project shall not exceed the amount listed in the table below for a total not to exceed amount of Seven Hundred Forty-Six Thousand, Nine Hundred Seventy-Nine Dollars and Thirty Cents (\$746,979.30). Except as otherwise provided for herein, payment for the Projects will be made in accordance with the terms and conditions of the proposals as set forth in Exhibits 1-A through 1-H. For Projects requiring partial advance payment, HUB shall submit an invoice to Customer for the final payment upon completion of the Project. Invoices received from HUB pursuant to this Agreement will be reviewed and approved by the County's Representative prior to payment to verify that services have been rendered in conformity with the Agreement. Invoices will normally be paid within thirty (30) days following the County Representative's approval in accordance with the Florida Prompt Payment Act. Interest penalties will be paid by Customer in accordance with the Florida Prompt Payment Act, Florida Statute 218.70 notwithstanding any provision of the Agreement to the contrary.

RENEWAL AND REPLACEMENT PROJECTS			
Quote No.	Exhibit No.	Description of Project	Total Project Cost
QTD-2621	EXHIBIT 1-A	License Plate Inventory Handheld System Configured to WebPARCS	\$35,667.87
QTD-3150	EXHIBIT 1-B	Additional Fee Computer at Economy Lot	\$7,278.92
QTD-3050	EXHIBIT 1-C	Secure Intercoms Update	\$17,978.60
QTD-2740	EXHIBIT 1-D	Toll Plaza Booth Re-work	\$24,782.50
QTD-927	EXHIBIT 1-E	WebBrix Configured to WebPARCS	\$59,818.53
QTD-2439	EXHIBIT 1-F	UPS Batteries Replacement	\$16,564.78
QTD-3052	EXHIBIT 1-G	Airport Network Update	\$73,565.26
QTD-1702-A	EXHIBIT 1-H	Parking Access and Revenue Control Station Update	\$511,322.84

6. Additional Services/Equipment. The parties acknowledge and agree that additional services and equipment may be required during the Extended Agreement, which may include, but is not limited to, infrastructure, network, hardware, firmware and software ("Additional Services"). HUB shall submit a written proposal for all Additional Services requested by Customer for review and approval by Customer Representative and the Department's Deputy Director of Finance and Administration. In the event Additional Services are approved in writing by the

Customer's Representative and Department's Deputy Director of Finance and Administration, the Additional Services shall be completed in accordance with a schedule approved in advance by Customer. During the Extended Term, the total cost of Additional Services shall not exceed One Hundred Thousand Dollars and No Cents (\$100,000.00).

7. Total Contract Not to Exceed Amount. The total cost of all services and equipment provided under this Agreement, including for the Basic Maintenance Services, the Projects and Additional Services, shall not exceed One Million, Six Hundred Four Thousand, One Hundred Twenty-Four Dollars and Thirty-Seven Cents (\$1,604,124.37).

8. Federal Nondiscrimination Requirements. In addition to the nondiscrimination requirements set forth in Paragraph 15 of the Agreement, HUB agrees to comply with the federal nondiscrimination provisions set forth in Exhibit "2" to this Amendment.

9. Termination. Section 7, **Default**, of the Agreement is hereby deleted in its entirety and replaced with the following:

**7. Termination**

This Agreement may be terminated by HUB upon thirty (30) business days' prior written notice to Customer in the event of a material default by Customer to perform in accordance with the terms of this Agreement through no fault of HUB and such default is not cured by Customer within the thirty (30) business days. This Agreement may also be terminated, in whole or in part, by Customer, with cause upon five (5) business days' written notice to HUB or without cause upon ninety (90) days' written notice to HUB as provided in Section 1 of the Agreement ("Termination Notice"). Unless HUB is in default of this Agreement, HUB shall be paid for services rendered through the date of termination. After receipt of a Termination Notice, except as otherwise directed by Customer, in writing, HUB shall:

- A. Stop work on the date and to the extent specified.
- B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
- C. Transfer all work in process, completed work, and other materials related to the terminated work to Customer.
- D. Continue and complete all parts of the work that have not been terminated.

10. Insurance. Section 13, **Insurance Required**, of the Agreement is hereby amended to delete the first paragraph in its entirety and replace it with the following:

HUB shall maintain at its sole expense, in full force and effect, at all times during the term of this Agreement, insurance coverage and limits (including endorsements) as described herein. Failure to maintain the required insurance shall be considered default of the Agreement. The requirements contained herein, as well as Customer's review or acceptance of insurance maintained by HUB, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by HUB under the Agreement. HUB agrees to notify

Customer at least ten (10) days prior to cancellation, non-renewal or material change to the required insurance coverage. Where applicable, coverage shall apply on a primary basis.

11. Insurance. Section 13, **Insurance Required**, of the Agreement is hereby amended to delete the fifth paragraph in its entirety and replace it with the following:

Prior to execution of this Agreement, extension of this Agreement, within forty-eight (48) hours of a request by Customer, and upon expiration of any of the required coverage throughout the Term of this Agreement, including the Extended Term, HUB shall deliver to Customer or Customer's designated representative a signed Certificate(s) of Insurance evidencing that all types and minimum limits of insurance coverage required by this Agreement have been obtained and are in force and effect. Certificates shall be issued to:

Palm Beach County Board of County Commissioners  
c/o Department of Airports  
846 Palm Beach International Airport  
West Palm Beach, FL 33406-1470  
E-Mail: [properties@pbia.org](mailto:properties@pbia.org)

12. Public Records, Access and Audits. The Agreement is hereby amended to add the following Section 16:

**16. Public Records, Access and Audits.**

HUB shall maintain records related to all charges, expenses, and costs incurred in estimating and performing the work for at least five (5) years after completion or termination of this Agreement. Customer shall have access to such records as required in this section for the purpose of inspection or audit during normal business hours, at HUB's place of business.

Notwithstanding anything contained herein, as provided under Section 119.0701, F.S., if the HUB: (i) provides a service; and (ii) acts on behalf of Customer as provided under Section 119.011(2), F.S., HUB shall comply with the requirements of Section 119.0701, Florida Statutes, as it may be amended from time to time. HUB is specifically required to:

- A. Keep and maintain public records required by Customer to perform services as provided under this Agreement.
- B. Upon request from Customer's Custodian of Public Records ("Custodian") or Customer's Representative, on behalf of Custodian, provide Customer 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 in Chapter 119 or as otherwise provided by law. HUB further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.

- C. Ensure that public 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 HUB does not transfer the records to the public agency. Nothing contained herein shall prevent the disclosure of or the provision of records to Customer.
- D. Upon completion of this Agreement, HUB shall transfer, at no cost to Customer, all public records in possession of HUB unless notified by Customer's Representative, on behalf of Customer's Custodian, to keep and maintain public records required by Customer to perform the service. If HUB transfers all public records to Customer upon completion of the Agreement, HUB shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If HUB keeps and maintains public records upon completion of this Agreement, HUB shall meet all applicable requirements for retaining public records. All records stored electronically by HUB must be provided to Customer upon request of Customer's Custodian or Customer's Representative, on behalf of Customer's Custodian, in a format that is compatible with the information technology systems of Customer, at no cost to Customer.

HUB acknowledges that it has familiarized itself with the requirements of Chapter 119, F.S., and other requirements of state law applicable to public records not specifically set forth herein. Failure of HUB to comply with the requirements of this Section, Chapter 119, F.S. and other applicable requirements of state law shall be a material breach of this Agreement. Customer shall have the right to exercise any and all remedies available to it for breach of contract, including but not limited to, the right to terminate for cause.

**IF HUB HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO HUB'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT RECORDS REQUEST, PALM BEACH COUNTY PUBLIC AFFAIRS DEPARTMENT, 301 N. OLIVE AVENUE, WEST PALM BEACH, FL 33401, BY E-MAIL AT [RECORDSREQUEST@PBCGOV.ORG](mailto:RECORDSREQUEST@PBCGOV.ORG) OR BY TELEPHONE AT 561-355-6680."**

13. Public Records, Access and Audits. The Agreement is hereby amended to add the following Section 17, which shall also constitute HUB's certification required at the time of extension of this Agreement:

**17. Scrutinized Companies.**

- A. As provided in F.S. 287.135, by entering into this Agreement or performing any work in furtherance hereof, HUB certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, pursuant to F.S. 215.4725. Pursuant to F.S. 287.135(3)(b), if HUB is found to have been placed on the Scrutinized

Companies that Boycott Israel List or is engaged in a boycott of Israel, this Agreement may be terminated at the option of Customer.

- B. **When contract value is greater than \$1 million:** As provided in F.S. 287.135, by entering into this Agreement or performing any work in furtherance hereof, HUB certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to F.S. 215.473 or is engaged in business operations in Cuba or Syria.
- C. If Customer determines, using credible information available to the public, that a false certification has been submitted by HUB, this Agreement may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of this Agreement shall be imposed, pursuant to F.S. 287.135. Said certification must also be submitted at the time of Agreement renewal.

14. E-Verify – Employment Eligibility. The Agreement is hereby amended to add the following Section 18:

**18. E-Verify – Employment Eligibility**

HUB warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended, and that it: (1) is registered with the E-Verify System (E-Verify.gov), and that it uses the E-Verify System to electronically verify the employment eligibility of all newly hired workers; and (2) has verified that all of HUB's subcontractor's performing the duties and obligations of this Agreement are registered with the E-Verify System, and use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

HUB shall obtain from each of its subcontractors an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in section 448.095(1)(k), Florida Statutes, as may be amended. HUB shall maintain a copy of any such affidavit from a subcontractor for, at a minimum, the duration of the subcontractor and any extension thereof. This provision shall not supersede any provision of this Agreement that requires a longer retention period.

Customer shall terminate this Agreement if it has a good faith belief that HUB has knowingly violated Section 448.09(1), Florida Statutes, as may be amended. If Customer has a good faith belief that HUB's subcontractor has knowingly violated section 448.09(1), Florida Statutes, as may be amended, Customer shall notify HUB to terminate its contract with the subcontractor and HUB shall immediately terminate its contract with the subcontractor. If Customer terminates this Agreement pursuant to the above, HUB shall be barred from being awarded a future contract by Customer for a period of one (1) year from the date on which this Agreement was terminated. In the event of such

termination, HUB shall also be liable for any additional costs incurred by Customer as a result of the termination.

15. Security.

- A. HUB hereby agrees to fully comply with all applicable federal, state and local laws, regulations, orders, and directives regulating airport security and all security programs, policies and procedures established thereunder for PBI, as now or hereafter amended, including, but not limited to, 49 CFR 1542 and the Airport Security Program.
- B. HUB agrees to adhere to: (a) Customer's information/data security policies and procedures for all systems installed or maintained by HUB pursuant to the Agreement, regardless of location, that process, store, or transmit Customer or third party data or may provide access to Customer's information technology or operational technology systems; and (b) to employ information/data security controls in accordance with all applicable federal, state and local laws, regulations, orders, and directives, as now or hereafter amended. HUB shall provide Customer, upon request, with its PCI-DSS Attestation of Compliance (AOC) that validates that HUB meets the data privacy and information security procedures and protocols upon request, which shall be consistent with recognized industry standards and best practices (e.g., NIST Cybersecurity Framework), and provide initial and recurrent cybersecurity training for all persons that provide services to Customer pursuant to the Agreement to ensure that the security and confidentiality of Customer data and systems are protected. HUB will implement and comply with its data privacy and information security procedures and protocols. Upon Customer's request, HUB agrees to provide Customer with evidence, reasonably satisfactory to Customer, documenting its compliance with the requirements of this paragraph. HUB agrees to immediately notify Customer of all cybersecurity incidents, including, but not limited to, a compromised email account, unauthorized access to a database, or ransomware. In the event of a cybersecurity incident, HUB agrees to cooperate fully with Customer's response team in the event Customer data or systems are compromised and provide Customer with an after-action report summarizing the incident, including the incident's resolution and any insights gained.

16. Replacement of Schedule A- List 1. Schedule A - List 1, is hereby deleted in its entirety and replaced by the list of equipment set forth in the Exhibit 3, attached hereto and incorporated herein. The remainder of Schedule A shall remain unmodified.

17. Ratification of Agreement. Except as specifically modified herein, all of the terms and conditions of the Agreement shall remain unmodified and in full force and effect and are hereby ratified and confirmed by the parties hereto. In the event of a conflict between the terms and conditions of this Amendment and the Agreement, the terms and conditions of this Amendment shall prevail.

18. Paragraph Headings. The heading of the various sections of this Amendment are for convenience and ease of reference only, and shall not be construed to define, limit, augment or describe the scope, context or intent of this Amendment or the Agreement.

19. Effective Date. This Amendment shall become effective when signed by both parties hereto and approved by the Palm Beach County Board of County Commissioners.

**REMAINDER OF PAGE LEFT BLANK INTENTIONALLY**

**IN WITNESS WHEREOF**, the Board of County Commissioners of Palm Beach County, Florida, has made and executed this First Amendment on behalf of Customer, and HUB has hereunto set its hand the day and year above written.

ATTEST:  
JOSEPH ABRUZZO  
CLERK OF THE CIRCUIT COURT  
AND COMPTROLLER

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS:

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Mayor

HUB Parking Technology USA Inc.  
Company Name

DocuSigned by:  
BY Luca Bovalino  
Signature 20140515EED174E6...

Luca Bovalino  
Typed Name

CEO, HUB Parking Technology USA Inc.  
Title

APPROVED AS TO TERMS AND  
CONDITONS  
BY: Laura Burke  
Director, Department of Airports

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY  
BY: Anne Adelant  
County Attorney

EXHIBIT 1-A



QTD-2621 Quote Details

Sold To	Ship To	Bill To
PALM BEACH CO DEPT OF AIRPORTS 846 PALM BEACH INT'L AIRPORT WEST PALM BEACH, FL 33406-1470 US Account Code: 71033	Palm Beach International Airport 1000 James L Turnage Blvd West Palm Beach, Florida 33415 US Account Code: 931700	PALM BEACH CO DEPT OF AIRPORTS 846 PALM BEACH INT'L AIRPORT WEST PALM BEACH, FL 33406-1470 US Account Code: 71033

Billing Terms	Payment Terms	Valid Through
50-40-10	Net 30 Days	November 30, 2022

NOTES: 1. Tax Exempt.  
2. Completion time is 8-10 weeks from receipt of signed contract.  
3. Configuration with Webparks

Solution Summary

Product	Quantity	Price (USD)
Master SeeControl Server with Management	1	3,605.45
SeePatrol Handheld Unit for MLPI	5	19,354.55
Spare Batteries for SeePatrol	2	1,222.22
Office Dock Charging Station	2	3,400.00
SeePatrol Setup	5	3,510.65
Setup System Routing and User Training	1	1,450.00
HUB USA Project Management and Mobilization	1	2,750.00
Freight	1	375.00
<b>THE PRICE</b>		<b>35,667.87</b>

Shipping Terms	Taxes
FOB HUB Parking - Columbus	

APPROVED

APPROVED

Authorized Signature \_\_\_\_\_ Date \_\_\_\_\_

Authorized Signature \_\_\_\_\_ Date \_\_\_\_\_

Name \_\_\_\_\_ Title \_\_\_\_\_

Name \_\_\_\_\_ Title \_\_\_\_\_

Quote Number: QTD-2621  
CONFIDENTIAL (IF APPLICABLE)

Date Issued: 20-Jul-2022  
Valid Through: 30-Nov-2022



EXHIBIT 1-C



QTD-3050 Quote Details

Sold To	Ship To	Bill To
PALM BEACH CO DEPT OF AIRPORTS 846 PALM BEACH INT'L AIRPORT WEST PALM BEACH, FL 33406-1470 US Account Code: 71033	PALM BEACH CO DEPT OF AIRPORTS 846 PALM BEACH INT'L AIRPORT WEST PALM BEACH, FL 33406-1470 US Account Code: 71033	PALM BEACH CO DEPT OF AIRPORTS 846 PALM BEACH INT'L AIRPORT WEST PALM BEACH, FL 33406-1470 US Account Code: 71033

Billing Terms	Payment Terms	Valid Through
Upon Completion	Net 30 Days	October 30, 2022

- NOTES: 1. Tax Exempt.  
 2. Completion time is 8-10 weeks from receipt of signed contract.  
 3. HUB installation includes equipment installation, set up, testing and training. By others - Civil work (electrical, concrete), permits and network if required.  
 4. Connectivity to be supplied by PBIA.  
 5. Switch Configuration to be performed by PBIA.

Solution Summary

Product	Quantity	Price (USD)
Secure Intercom Lane Stations	12	7,005.60
Secure Intercom Booths	14	2,163.00
HUB USA Project Management and Mobilization	1	3,220.00
HUB USA Installation activities	1	5,440.00
Freight	1	150.00
<b>THE PRICE</b>		<b>17,978.60</b>

Shipping Terms	Taxes
FOB HUB Parking - Columbus	

APPROVED

APPROVED

Authorized Signature \_\_\_\_\_ Date \_\_\_\_\_

Authorized Signature \_\_\_\_\_ Date \_\_\_\_\_

Name \_\_\_\_\_ Title \_\_\_\_\_

Name \_\_\_\_\_ Title \_\_\_\_\_

Quote Number: QTD-3050  
 CONFIDENTIAL (IF APPLICABLE)

Date Issued: 30-Aug-2022  
 Valid Through: 30-Oct-2022

EXHIBIT 1-D



QTD-2740 Quote Details

Sold To	Ship To	Bill To
PALM BEACH CO DEPT OF AIRPORTS 846 PALM BEACH INT'L AIRPORT WEST PALM BEACH, FL 33406-1470 US Account Code: 71033	Palm Beach International Airport 1000 James L Turnage Blvd West Palm Beach, Florida 33415 US Account Code: 931700	PALM BEACH CO DEPT OF AIRPORTS 846 PALM BEACH INT'L AIRPORT WEST PALM BEACH, FL 33406-1470 US Account Code: 71033
Billing Terms	Payment Terms	Valid Through
50-40-10	Net 30 Days	November 30, 2022

NOTES: Dato Electric Inc. External Installation.  
 Scope of the work:  
 Exit Plaza Booth Re-Work.  
 \*Provide provisions to replace existing duplex receptacle with a new quad outlet. \*Provide and install (2) new power strips. Power strips to plug into the UPS. \*Provide provisions to install a 2" PVC vertical and horizontal sleeve. \*Provide provisions to remove the existing heater along with conduit and wire. \*Provide and install new hinged horizontal patch panel. \*Provide and install cable manager between the patch panel and the switch. \*Provide provisions to redress and re-terminate Ethernet cable to the patch panel.

1. Tax Exempt
2. Completion time is 8-10 weeks from receipt of signed contract.

Solution Summary

Product	Quantity	Price (USD)
HUB USA Project Management and Mobilization	1	3,185.00
SubContractor Installation	1	21,597.50
<b>THE PRICE</b>		<b>24,782.50</b>

Shipping Terms	Taxes
FOB HUB Parking - Columbus	

Quote Number: QTD-2740  
 CONFIDENTIAL (IF APPLICABLE)

Solution Details - Page 1

Date Issued: 1-Aug-2022  
 Valid Through: 30-Nov-2022

EXHIBIT 1-E



QTD-927 Quote Details

Sold To	Ship To	Bill To
PALM BEACH CO DEPT OF AIRPORTS 846 PALM BEACH INT'L AIRPORT WEST PALM BEACH, FL 33406-1470 US Account Code: 71033	Palm Beach International Airport 1000 James L Turnage Blvd West Palm Beach, Florida 33415 US Account Code: 931700	PALM BEACH CO DEPT OF AIRPORTS 846 PALM BEACH INT'L AIRPORT WEST PALM BEACH, FL 33406-1470 US Account Code: 71033
Billing Terms	Payment Terms	Valid Through
Upon Completion	Net 30 Days	October 31, 2022

- NOTES: 1. Tax Exempt.  
 2. Completion time is 8-10 weeks from receipt of signed contract.  
 3. 23 EVO Controllers to be utilized from PBIA stock.  
 4. 21 EVO Edge Controllers quoted by HUB.  
 5. HUB installation includes equipment installation, set up, testing and training. By others - Civil work (electrical, concrete), permits and network if required.  
 6. Configuration with WebParks.

Solution Summary

Product	Quantity	Price (USD)
WebBrix Lanes Access, 21 x EDGE EVO EH400-K Standard Controller.	21	13,812.12
Transcore AVI Reader	1	5,031.41
HUB USA Project Management and Mobilization	1	22,670.00
HUB USA Training	1	1,350.00
HUB USA Installation activities	1	16,320.00
Freight	1	625.00
<b>THE PRICE</b>		<b>59,818.53</b>

Shipping Terms	Taxes
FOB HUB Parking - Columbus	

APPROVED

APPROVED

Authorized Signature \_\_\_\_\_ Date \_\_\_\_\_

Authorized Signature \_\_\_\_\_ Date \_\_\_\_\_

Name \_\_\_\_\_ Title \_\_\_\_\_

Name \_\_\_\_\_ Title \_\_\_\_\_

Quote Number: QTD-927  
 CONFIDENTIAL (IF APPLICABLE)

Date Issued: 2-Mar-2022  
 Valid Through: 31-Oct-2022

EXHIBIT 1-F



QTD-2439 Quote Details

Sold To	Ship To	Bill To
PALM BEACH CO DEPT OF AIRPORTS 846 PALM BEACH INT'L AIRPORT WEST PALM BEACH, FL 33406-1470 US Account Code: 71033	Palm Beach International Airport 1000 James L Turnage Blvd West Palm Beach, Florida 33415 US Account Code: 931700	PALM BEACH CO DEPT OF AIRPORTS 846 PALM BEACH INT'L AIRPORT WEST PALM BEACH, FL 33406-1470 US Account Code: 71033

Billing Terms	Payment Terms	Valid Through
50-40-10	Net 30 Days	September 5, 2022

NOTES: 1. Tax Exempt.  
 2. Completion time is 8-10 weeks from receipt of signed contract.  
 3. HUB installation includes equipment installation, set up, testing and training. By others - Civil work (electrical, concrete), permits and network if required.

Solution Summary

Product	Quantity	Price (USD)
Batteries 18 Ah for Alpha Industrial Micro 1000	124	11,962.78
HUB USA Project Management, Mobilization, Installation.	1	4,352.00
Freight	1	250.00
<b>THE PRICE</b>		<b>16,564.78</b>

Shipping Terms	Taxes
FOB HUB Parking - Columbus	Sales Taxes Not Included

APPROVED

APPROVED

Authorized Signature \_\_\_\_\_ Date \_\_\_\_\_

Authorized Signature \_\_\_\_\_ Date \_\_\_\_\_

Name \_\_\_\_\_ Title \_\_\_\_\_

Name \_\_\_\_\_ Title \_\_\_\_\_

Quote Number: QTD-2439  
 CONFIDENTIAL (IF APPLICABLE)

Solution Details - Page 1

Date Issued: 5-Jul-2022  
 Valid Through: 5-Sep-2022

EXHIBIT 1-G



QTD-3052 Quote Details

Sold To	Ship To	Bill To
PALM BEACH CO DEPT OF AIRPORTS 846 PALM BEACH INT'L AIRPORT WEST PALM BEACH, FL 33406-1470 US Account Code: 71033	PALM BEACH CO DEPT OF AIRPORTS 846 PALM BEACH INT'L AIRPORT WEST PALM BEACH, FL 33406-1470 US Account Code: 71033	PALM BEACH CO DEPT OF AIRPORTS 846 PALM BEACH INT'L AIRPORT WEST PALM BEACH, FL 33406-1470 US Account Code: 71033

Billing Terms	Payment Terms	Valid Through
Upon Completion	Net 30 Days	October 30, 2022

NOTES: 1. Tax Exempt  
2. Completion time is 8-10 weeks from receipt of signed contract.  
3. Five Additional Switches to be supplied by PBIA.

- Spares:
- Aggregation devices
    - > 1X Spare Transition SM24DP4XA 28 Ports Managed Switch
    - > 2X Spare TRANSITION TN-GLC-FE-100FX Transceiver Module
  - Field devices
    - > 4X Spare TRANSITION SISPM1040-384-LTR-C 8 Port Supply
    - > 4X Spare TRANSITION TN-GLC-FE-100FX-RGD Transceiver
    - > 4X Spare TRANSITION Power Supply

Solution Summary

Product	Quantity	Price (USD)
Transition SM24DP4XA 28 Ports Managed Switch	3	6,740.01
TRANSITION SISPM1040-384-LTR-C 8 Port Supply	24	39,679.92
TRANSITION TN-GLC-FE-100FX Transceiver Module	22	2,053.26
TRANSITION TN-GLC-FE-100FX-RGD Transceiver	24	5,119.92
TRANSITION Power Supply	24	12,864.00
Fiber Pigtail	44	1,173.48
DIN Rail	2	45.34
Power Cable	1	713.33
Patch Cables	3	96.00
HUB USA Project Management and Mobilization	1	2,720.00
Contingency Fund for Network Support from Transition	1	1,360.00
Freight	1	1,000.00
<b>THE PRICE</b>		<b>73,565.26</b>

Quote Number: QTD-3052  
CONFIDENTIAL IF APPLICABLE

Date Issued: 30-Aug-2022  
Valid Through: 30-Oct-2022

EXHIBIT 1-H



QTD-1702-A Quote Details

Sold To	Ship To	Bill To
PALM BEACH CO DEPT OF AIRPORTS 846 PALM BEACH INT'L AIRPORT WEST PALM BEACH, FL 33406-1470 US Account Code: 71033	Palm Beach International Airport 1000 James L Turnage Blvd West Palm Beach, Florida 33415 US Account Code: 931700	PALM BEACH CO DEPT OF AIRPORTS 846 PALM BEACH INT'L AIRPORT WEST PALM BEACH, FL 33406-1470 US Account Code: 71033

Billing Terms	Payment Terms	Valid Through
50-40-10	Net 30 Days	November 30, 2022

NOTES: Scope of work:  
 17 New Jupiter PCX Entry/Exit Units. HID Mini Proximity Reader, Secure Intercom.  
 11 Exit at Toll Plaza, 2 Exit at Economy Lot (1 "Spare" for Lane 14), 2 Entry at Premium Lot, 2 Entry at economy Lot. Remove 6 ZEAG units from Exit Plaza, refurbish and Install at entry Short and Long Term Lots.

1. Tax Exempt
2. Completion time is 10-12 weeks from receipt of signed contact.
3. HUB installation includes equipment installation, set up, testing and training. By others - Civil work (electrical, concrete), permits and network if required.
4. Project Management, Installation and Travel Expenses for "Spare" Exit Unit at Lane 14 are not included in this proposal.  
 Dato Electric Proposal required for concrete slab, conduits, wiring.  
 A Proposal will be submitted when work will be completed.

Solution Summary

Product	Quantity	Price (USD)
Jupiter PCX Lane Entry Station. Magstripe, Touch Display, 5 port Switch, HID Proximity, Intercom.	4	95,772.88
Jupiter PCX Lane Exit Station. Magstripe, Touch Display, No Card Reader, Receipt Printer, 5 port Switch, HID Proximity, Intercom.	13	343,088.85
Cover Plate for Exit Units	13	1,114.23
Pedestal and Housing for Stanchions. TSA Lot	2	1,522.46
Intercom for Stanchions. TSA Lot	2	1,516.20
Proximity Reader for Stanchions. TSA Lot	2	484.22
HUB USA Project Management and Mobilization	1	20,384.00
HUB USA Installation activities	1	37,440.00
Freight	1	10,000.00
<b>THE PRICE</b>		<b>511,322.84</b>

Quote Number: QTD-1702-A  
 CONFIDENTIAL (IF APPLICABLE)

Solution Details - Page 1

Date Issued: 6-May-2022  
 Valid Through: 30-Nov-2022

## EXHIBIT 2 FEDERAL NONDISCRIMINATION PROVISIONS

**A. Title VI Clauses for Compliance with Nondiscrimination Requirements.** During the performance of this Agreement, HUB, for itself, its assignees, and successors in interest, agrees as follows:

1. **Compliance with Regulations:** HUB will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities ("Nondiscrimination Acts and Authorities" as set forth in paragraph B below), as they may be amended from time to time, which are herein incorporated by reference and made a part of this Agreement.

2. **Nondiscrimination:** HUB, with regard to the work performed by it during this Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. HUB will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when this Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by HUB for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by HUB of HUB's obligations under this Agreement and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

4. **Information and Reports:** HUB will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, HUB will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the non-discrimination provisions of this Agreement, Customer will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments to HUB under this Agreement until HUB complies; and/or
- b. Cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** HUB will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. HUB will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if HUB becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, HUB may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, HUB may request the United States to enter into the litigation to protect the interests of the United States.

**B. Title VI List of Pertinent Nondiscrimination Acts and Authorities.** During the performance of this Agreement, HUB, for itself, its assignees, and successors in interest, agrees to comply with the following non-discrimination statutes and authorities, as may be amended, including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 et seq.) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;

- The Federal Aviation Administration's Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 et seq).

**C. Title VI Clauses for Construction/Use/Access to Real Property Acquired Under the Activity, Facility or Program.**

1. HUB for itself and its successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that HUB will use the HUB Premises and any License Area in compliance with all other requirements imposed by or pursuant to the Nondiscrimination Acts And Authorities.
2. In the event of breach of any of the above nondiscrimination covenants, Customer will have the right to terminate this Agreement and to enter or re-enter and repossess the HUB Property and any License Area and the facilities thereon and hold the same as if this Agreement had never been made or issued.

**D. Title VI Clauses for Transfer of Real Property Acquired or Improved Under the Activity, Facility, or Program.**

HUB for itself and its successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that:

1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this Agreement for a purpose for which a Federal Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, HUB will maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Authorities (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
2. In the event of breach of any of the above nondiscrimination covenants, Customer will have the right to terminate this Agreement and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if this Agreement had never been made or issued.

**E. Airport Concession Disadvantaged Business Enterprises ("ACDBE").** This Agreement may be subject to the requirements of the U.S. Department of Transportation's regulations, 49 CFR Part 23. It is the policy of Customer that ACDBEs shall have the maximum practicable opportunity to participate in the performance of contracts. HUB agrees that it will not discriminate against any business owner because of the owner's race, color, national origin or sex in connection with the award or performance of any concession Agreement, management contract, or subcontract, purchase or lease Agreement, or other Agreement covered by 49 CFR Part 23. HUB agrees to include the aforementioned statement in any subsequent concession Agreement or contract covered by 49 CFR Part 23, that it enters and cause those businesses to similarly include the statements in further Agreements.

**F. General Civil Rights Provision.** HUB agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. If HUB transfers its obligation to another, the transferee is obligated in the same manner as HUB. This provision obligates HUB for the period during which the property is owned, used or possessed by HUB and the Airport remains obligated to the Federal Aviation Administration. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

**EXHIBIT 3  
EQUIPMENT LIST**

47	7001806	DIGI TCPIP CONVERTERS W/ENCRYPTION
10	101.0016-US	ZEAG ORION ENTRY STATION W/EAO BUTTON
15	101.0026-US	ZEAG EXIT STATION PA 000 ORION W/EAO BUTTON
5	101.0500-US	ZEAG PX/PH ORION CASHIER STATION
6	101.0610-US	ZEAG COUNTING STATION PZ
23	5365EGP00	HID MINIPROX PROXIMITY READER
6	5455BGN00	HID PROXPRO II, GRAY
1	852-063-003	INTERMEC BATTERY CHARGER, QUAD
1	871-021-002	INTERMEC MULTIDOCK FOR CK60
1	871-022-006	INTERMEC SINGLE DOCK CK61
13	AF-3400-16X80-20-RGB-SF	DAKTRONICS GALAXY VARIABLE MESSAGE SIGNS
14	APC	UNINTERRUPTIBLE POWER SUPPLY
5	CK61B811000A0100	INTERMEC CK31B MOBILE COMPUTER
3	CO-E1-11AAR	COBOX MICRO DEVICE SERVER
29	D1300	2 WIRE 485 FIBER TRANSCEIVER
29	D1300R3	2 WIRE 485 FIBER TRANSCEIVER
1	DR1810	IFS 8-CHANNEL CONTACT MAPPING RECEIVERS
1	DT-1810	FIBER BI-DIRECTIONAL CONTACT CLOSURE TRANSCEIVER
6	E2	TRANSCORE AVI UNIT
14	E5	TRANSCORE AVI UNIT
16	EE 311	DIGITAL/DSP DESKTOP MASTER STATION
15	ETHER I/O 24	ETHERNET BASED DIGITAL I/O BOARD
10	FCXR	Fee computer XR Software Lic., Desktop UCD, w/Escrow, PSU, Cbl. Set-License 2300.5250
1	FCZG	FEE COMPUTER ZEAG DESKTOP UCD W/ PRINTER, ESCROW, PSU & CABLE SET
16	G7-DSP-IP-8B	I/P SUBSCRIBER BOARD - B-LEVEL FIRMWARE
4	G7-DSP-IP-8D	I/P SUBSCRIBER BOARD - D-LEVEL FIRMWARE
2	G7-GEK3-4	GE 700 LINK CARD 3 DUPLEX CONTROLLERS
3	G7-TEL	GE 700 ANALOG TELEPHONE INTERFACE
2	GE700	INTERCOM SERVER DIGITAL/2 WIRE
5	IDP3551F40RF120	CITIZEN RECEIPT PRINTER
15	IO 24 COMBO	ELEXOL I/O COMBO BOARD
25	K-2000-DVA	VIKING MULTI-INPUT VOICE ANNOUNCER
26	LED 4	MULTIPLE LED MODULE SIGNS (4'-6" X 4' - 0") OPEN / CLOSED
1	LED 7	MULTIPLE LED MODULE SIGNS (6'-6" X 4' - 0")
1	M011AA002-O1R	COBOX MICRO 100
37	MIB-30	BARRIER GATE W/DUAL DETECTOR
84	MID2C-200	DUAL LOOP DETECTOR
29	MR-50	SINGLE READER SUBCONTROLLER
2	MR-52	DUAL READER SUB-CONTROLLER
25	MSR1-E900	INVISIA SMART GATE SENSOR
25	PA-2A	VIKING PAGING AMPLIFIER
10	PIO-LMDAYR00001P	15" M5 Dual Core 1.9 GHZ 4GB 80GB HD WINDOWS 7 R-TOUCH
1	PIO-QM45YR00001P	15" M-5 , Core Pentium 2 Ghz, 4GB, Win 7 32 bit, Resistive, Blk, Bezel
10	SAM-SRP-350PLUSCOSG	SAMSUNG THERMAL PRINTER, SERIAL & USB I/F GRAY AUTOCUTTER
4	SCP-E-1MB	SYSTEM CTRL.PROC 1MB ETHERNET
4	SCP-MEM7	7 MBYTE EXPANSION BOARD
4	TCL2630RGGR-E473	CHECK SUNPASS/SUNPASS ACCEPTED
10	TCL3330RGGR-E474	CHECK SUNPASS/SUNPASS ACCEPTED
14	TCL418R-FD	4 X 18 LED FEE DISPLAY -- CASHIER STATION
10	TCL718R-FD 05	5 DIGIT LED FEE DISPLAY -- SUNPASS EXITS
1	TM2500	MICROTERMINAL (RS 232)
25	ZEN-10C1DR-D-V2	ZEN PROGRAMMABLE LOGIC CONTROLLER
10	PIO-LMDAYR00001P	15" M5 Dual Core 1.9 GHZ 4GB 80GB HD WINDOWS 7 R-TOUCH
10	SAM-SRP-350PLUSCOSG	SAMSUNG THERMAL PRINTER, SERIAL & USB I/F GRAY AUTOCUTTER
10	FCXR	Fee computer XR Software Lic., Desktop UCD, w/Escrow, PSU, Cbl. Set-License 2300.5250
1	PIO-QM45YR00001P	15" M-5 , Core Pentium 2 Ghz, 4GB, Win 7 32 bit, Resistive, Blk, Bezel
1	FCZG	FEE COMPUTER ZEAG DESKTOP UCD W/ PRINTER, ESCROW, PSU & CABLE SET

October 14, 2022

Shawna Larose, Ph.D.  
Director Airport Properties  
Palm Beach County Department of Airports  
846 Palm Beach International Airport  
West Palm Beach, Florida 33406-1470  
Tel: 561-471-7472  
Fax: 561-471-7424

Email: slarose@pbia.org

RE: HUB Parking Technology Sole Source Provider for Zeag WebPARCS™ Parking Control System

Dear Ms. Larose;

This correspondence is to provide confirmation that HUB Parking Technology USA Inc. is the Sole Source direct provider for the Palm Beach International Airport Parking Revenue and Access Control System. HUB provides direct service and support for the hardware and software as a complete system as originally provided by HUB. As a result of contracting with HUB, Palm Beach County will be working with the system provider in a "factory direct" relationship. HUB Parking Technology USA Inc., Data Park and Magnetic Automation are all business entities of one larger global company, the FAAC Group.

The WebPARCS™ Parking Control Software System and all of its components are proprietary to HUB and cannot be supported by any other company. This includes the WebPARCS™ Revenue and Access Control Software, Zeag Entry Stations, Zeag Exit Stations, Zeag Cashier Fee Computers, Magnetic Barrier Gates, Validators and Interfaces & Software Integrations to the SunPass Automatic Vehicle Identification (AVI) Readers for the system. These products are all manufactured directly by business units of the FAAC Group as previously described. This hardware and software cannot be supplied nor converted by any other company.

HUB is the Sole Source provider, Manufacturer, Installer and Service Company for the parking control equipment installed and in use at the Palm Beach International Airport.

HUB is the owner of the Intellectual Property and is the original designer and author of the source code of the WebPARCS™ Parking and Access Control System installed and in use at the County's parking facilities. This software system is licensed only to Palm Beach County and for use in the Airport Parking Facilities.

HUB is the provider of the hardware and software and performs all software maintenance for it with its own technical staff locally or with its remote help desk when such support is required.

If you have any further questions or require additional information regarding this, please contact me at your convenience to discuss.

Sincerely,

*Roger Slayton*

Roger Slayton  
Sales Director HUB North America  
Tel. 844-482-7275 ext. 5125

HUB Parking Technology – a Business Unit of the FAAC Group

HUB Parking Technology USA Inc. – 761 Commonwealth Drive - Warrendale, PA 15086 | U.S.A Tel. +1 724 779 1527 - Fax +1 724 772 3750 - [www.hubparking.us](http://www.hubparking.us)

1/1

PALM BEACH COUNTY  
BOARD OF COUNTY  
COMMISSIONERS  
Robert S. Weinroth, Mayor  
Gregg K. Weiss, Vice Mayor  
Maria G. Marino  
Dave Kerner  
Maria Sachs  
Melissa McKinlay  
Mack Bernard

# Palm Beach

INTERNATIONAL AIRPORT

COUNTY ADMINISTRATOR  
Verdenia C. Baker  
DEPARTMENT OF AIRPORTS



**TO:** Irwin Jacobowitz, J.D., Director, OFMB

**FROM:** Laura Beebe, Director of Airports *Laura Beebe*

**DATE:** October 31, 2022

**SUBJECT:** Sole Source Justification – HUB

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The Department of Airports requests an extension of the sole source Agreement with HUB Parking Technology USA, Inc. (HUB), for the maintenance, repair, support services, sole source equipment and software of the parking and revenue control system (PARCS) at Palm Beach International Airport (PBI). PARCS is used to control access, collect revenue, report, and monitor public parking operations at PBI.

Based on our expertise and a comprehensive search of the market place, HUB is the only vendor that can support PARCS and all of its components, making HUB the only vendor that meets the essential requirements of the department. Due to the unique fit, form and functions of PARCS, HUB is the only entity that can provide equipment, software, maintenance, repairs and support services.

For the above documented reasons and attached supporting documentation from HUB, the Department of Airports requests the extension of the sole source Agreement with HUB be considered for approval for continued public parking operations at PBI.

846 PALM BEACH INTERNATIONAL AIRPORT  
West Palm Beach, Florida 33406-1470  
(561) 471-7400 FAX: (561) 471-7427 www.pbia.org

PALM BEACH COUNTY GLADES AIRPORT  
Pahokee

PALM BEACH COUNTY PARK AIRPORT  
Lantana

NORTH COUNTY GENERAL AVIATION AIRPORT  
Palm Beach Gardens

"An Equal Opportunity-Affirmative Action Employer"

**C E R T I F I C A T E**

(Corporation)

The undersigned hereby certifies that the following are true and correct statements:

1. That HUB Parking Technology USA, Inc. is a corporation organized and existing in good standing under the laws of the State of Delaware, hereinafter referred to as the "Corporation", and that the following Resolutions are true and correct copies of certain Resolutions adopted by the Board of Directors of the Corporation as of the 30th day of September, 2022, in accordance with the laws of the State of Delaware, the Articles of Incorporation and the By-laws of the Corporation:

RESOLVED, that the Corporation shall enter into that certain Agreement between Palm Beach County, a political subdivision of the State of Florida and the Corporation (the "Agreement"), copies of which is attached hereto; and be it

FURTHER RESOLVED, that Luca Bovalino, the CEO of the Corporation, is hereby authorized and instructed to execute such Agreements and such other instruments as may be necessary and appropriate for the Corporation to fulfill its obligations under the Agreements.

2. That the foregoing resolutions have not been modified, amended, rescinded, revoked or otherwise changed and remain in full force and effect as of the date hereof.

3. That the Corporation is in good standing under the laws of the State of Florida, and has qualified, if legally required, to do business in the State of Florida and has the full power and authority to enter into such Agreements.

**IN WITNESS WHEREOF**, the undersigned has set his hand and affixed the Corporate Seal of the Corporation the 30<sup>TH</sup> day of SEPTEMBER, 2022.

  
\_\_\_\_\_  
[Signature]

Corporate Seal

Michelle Anderson, Secretary  
(print name)



**Palm Beach County  
Compliance Summary Report**

Vendor Number	Vendor Name	AM Best Rating	Insurance Carrier	Policy #	Eff. Date	Exp. Date	Coverage	Contract Number	Contract Name
DX00000763	HUB Parking Technology, USA	Modified	Compliant					R-2018-0040	Parking and Revenue Control System at PBI
		A++g , XV	Travelers Indemnity Company of Connecticut	8109M55409322	1/1/2022	1/1/2023	Auto Liability		
		A++g , XV	Travelers Property Casualty Company of America	ex9m88405722	1/1/2022	1/1/2023	Excess Liability		
		A+g , XV	Zurich American Insurance Company	AUC014425306	1/1/2022	1/1/2023	General Liability		
		A+g , XV	Zurich American Insurance Company	GLO014423806	1/1/2022	1/1/2023	General Liability		
		A++g , XV	Travelers Property Casualty Company of America	UB9M56076922	1/1/2022	1/1/2023	Workers Comp		

**Risk Profile :** Standard - Construction Services

**Required Additional Insured :** Palm Beach County Board of County Commissioners

**Ownership Entity :**