



January 13, 2021

**REQUEST FOR PROPOSAL
RP011-21**

The Gwinnett County Board of Commissioners is soliciting competitive sealed proposals from qualified firms for the **Gwinnett County Airport Property Aviation Lease and Redevelopment Project to include Fixed Base Operator Services (FBO)** for the Department of Transportation.

Proposals must be returned in a sealed container marked on the outside with the Request for Proposal number and Company Name. Proposals will be received until **2:50 P.M. local time on March 16, 2021** at the Gwinnett County Financial Services - Purchasing Division – 2nd Floor, 75 Langley Drive, Lawrenceville, Georgia 30046. Any proposal received after this date and time will not be accepted. Proposals will be publicly opened and only names of submitting firms will be read at 3:00 P.M. A list of firms submitting proposals will be available the following business day on our website www.gwinnettcounty.com.

A site visit to Gwinnett County 600 Briscoe Blvd, Lawrenceville, GA 30046 is strongly encouraged. Please contact Matthew Smith at 770-822-5198 to arrange a site visit. Firms must refrain from asking questions regarding this solicitation during any site visit and will be responsible for any FAA requirements or permitting and will conduct visit during approved hours.

Questions regarding proposals should be directed to Ann Porter, ann.porter@gwinnettcounty.com, Purchasing Manager, **no later than February 8, 2021 by 3:00 p.m.** Proposals are legal and binding upon the bidder when submitted. **One unbound original and five (5) copies and one pdf electronic copy of the submittal should be submitted.**

Successful firm will be required to meet insurance requirements. The Insurance Company should be authorized to do business in Georgia by the Georgia Insurance Department and must have an A.M. Best rating of A-6 or higher and must submit any bonds required as a result of contract negotiations.

Gwinnett County does not discriminate on the basis of disability in the admission or access to its programs or activities. Any requests for reasonable accommodations required by individuals to fully participate in any open meeting, program or activity of Gwinnett County Government should be directed to Susan Canon, Gwinnett County Justice and Administration Center, 770-822-8165.

The written proposal documents supersede any verbal or written prior communications between the parties.

Selection criteria are outlined in the request for proposal documents. Gwinnett County reserves the right to reject any or all proposals to waive technicalities, and to make an award deemed in its best interest.

Award notification will be posted after award on the County website, www.gwinnettcounty.com and companies submitting a proposal will be notified via email.

We look forward to your proposal and appreciate your interest in Gwinnett County.

Sincerely,

Ann Porter, CPPO, CPPB
Purchasing Manager

I. Background

Gwinnett County is a cosmopolitan community in the northeast metropolitan Atlanta area that is home to a vibrant, diverse blend of people and places. It is the second most populous county in Georgia and has been one of the fastest-growing counties in the United States for several decades.

Gwinnett County Airport is located on approximately 400 acres northeast of the city of Lawrenceville adjacent to Georgia State Route 316. The airport has a single 6,000-foot-long by 100-foot-wide grooved asphalt runway, capable of handling all light general aviation aircraft and most corporate jet aircraft in operation today. The airport has an Air Traffic Control Tower that is in operation from 7:00am to 9:00pm year-round.

Gwinnett County Airport is currently the third busiest airport in the state with 127,285 operations annually, trailing only Atlanta (ATL) and DeKalb Peachtree (PDK) airports. The airport has long term master leases, with multiple sub-tenants located in the master lease buildings. The majority of the north side of the airport will soon be open to redevelopment including property current leased by one of two Fixed Base Operators.

Projects currently underway at the airport include a parallel taxiway on the north side of the airport (Taxiway Y), construction of a corporate aircraft hangar site (the Central Basing Area) on the north side of the airport, rehabilitation and strengthening of Runway 7/25 to accommodate larger corporate aircraft, and a survey of potential obstructions to the airport's approaches. Upcoming projects include an update to the airport's master plan.

II. Project Overview

Gwinnett County, Georgia invites qualified firms to respond to a Request for Proposal to lease and redevelop approximately 44 acres of Gwinnett County Airport property for aviation related development inclusive of a full-service professional Fixed Base Operator. Bordering Airport Road with easy access to State Route 316 the property encompasses the majority of the North Side of the Airport. Existing T-hangar space and tie-downs create a unique opportunity for revenue, while the Central Basing Area offers build-ready sites for corporate hangars. Gwinnett County is interested in partnering with the successful firm(s) to create a signature airport experience with a modern general aviation terminal operated by a professional fixed base operator and community-oriented attractions such as a restaurant and park. The development will be expected to create a corporate and community friendly atmosphere reestablishing Briscoe Field as the County's "gateway from the air."

A. Requirements

The successful firm(s) will be required to:

- i. Establish and execute a County-approved master plan for redevelopment of available property
- ii. Actively market airport facilities and pursue aviation related tenants
- iii. Construct a general aviation terminal suitable for corporate traffic and including at a minimum:

1. Meeting spaces
 2. A pilot lounge
 3. Airport Administration office space
 4. Fixed Base Operator space
- iv. Provide Fixed Base Operator services including but not limited to:
1. Commercial aircraft fueling (100LL & Jet A) and oil dispensing, including maintenance and operation of a fuel farm facility.
 2. Operation of the fuel farm for the storage, handling and delivery of aviation fuel products.
 3. Aircraft storage (tie-down and hangar facilities).
 4. Aircraft ramp services (towing, parking guidance, ground power, lavatory servicing, etc.).
 5. Maintenance, repair and servicing of aircraft.
 6. Maintenance and minor repair (interior and exterior) of airfield buildings utilized by the FBO.
 7. Management and subleasing of space in hangars and tie-downs.
 8. Emergency service to disabled general aviation aircraft (i.e. towing/transporting disabled aircraft).
 9. Employment of the appropriate number of properly trained and/or certified personnel to provide exceptional FBO service.
 10. Minimum hours of operation of 24 hours
 11. On-call staff availability after normal operating hours to provide service outlined above
 12. Pursuit of revenue streams or customer services which ensure ongoing profitability and sustainability of service levels
 13. Marketing of the airport, nationally at a minimum
 14. Catering services
- v. A full-service dine-in restaurant

B. Options

In addition to the requirements above the County is also interested in incorporating administrative and community installations as feasible including:

- i. A new airport control tower with improved sight lines
- ii. A community recreation area

C. Restrictions

- i. All development on the airport property must meet FAA standards for aviation use (e.g., residential and non-aviation related retail development is prohibited).
- ii. Development is expected to adhere to defined airport minimum standards (Attachment A) and defined airport architectural standards (Attachment B)
 - a. The County is anticipating an update to existing standards in 2021

- b. Responding firms may propose changes to existing standards as part of their response
 - c. Proposed changes are not guaranteed and will be subject to approval by the Airport Authority
- iii. The County is not interested in pursuing a scheduled service model (airline service) at this time
- iv. The land for this project, as depicted in Attachment C, may be available as follows:
 - a. Parcel A – Approximately 7.2 acres available no later than February 15, 2023
 - b. Parcel B – Approximately 0.8 acres available no later than August 1, 2025
 - c. Parcel C – Approximately 21.3 acres available no later than January 1, 2022
 - d. Parcel D – Approximately 15 acres available upon lease execution.

III. Strategic Objectives

- A. Economic Development – The primary goal of this redevelopment effort is to increase the value of the airport as an economic development asset for the County thereby increasing corporate and business traffic through the airport.
- B. Community Engagement – A secondary goal of this redevelopment effort is to better integrate the Airport into the surrounding community.
- C. Financial sustainability – A third goal of this redevelopment is to establish a revenue model that will allow the Airport to become a self-sustaining operation within the County.

IV. Financial Options

The County encourages respondents to consider a whole range of innovative ideas to finance this redevelopment including, but not limited to incentives, grants, and other programs. The County will consider all financing options in the development of the site. Gwinnett County Government is committed to the redevelopment of this site, and the Planning & Development Department will expedite the review and approval process for development and building permits.

V. Evaluation Process

The Gwinnett County Board of Commissioners intends to review the proposals received and select the highest scoring firm that submits the most advantageous proposal from the standpoint of achieving the strategic objectives outlined in this document for the redevelopment of the Airport property. The ability to provide quality methodology on all the components may be taken into consideration. Proposals will be evaluated by a selection committee based on their relative responsiveness to criteria described below for each component, and with those criteria's values.

In the event, the County selects a Proposal that it deems to be the most advantageous and in the best interest of the County, County staff will enter into negotiations with the

selected firm(s), toward the end of developing a mutually agreeable Lease, Development Agreement and any other documents necessary to complete the Project and redevelopment of the Site. Any contract negotiated between county staff and the selected firm(s) shall be subject to final approval by the Airport Authority and the Board of Commissioners.

The County reserves the right to reject any or all the proposals. The County will retain ownership of the Site and will only consider proposals that comply with all applicable state and federal aviation laws and regulations and any applicable grant assurances.

VI. Submission Content

A. Relevant Project Experience – Up to a Maximum of 10 Points

This section of the proposal should include relevant project(s):

- i. Should include firm(s) profile, history, the firm's contact information, including detailed information on firm size/number of employees, years in business, corporate structure, firm officers, local office address, local staff description, and primary area of development expertise: i.e. retail, office, multi-family, etc. Indicate the type of firm ownership (individual, partnership, or corporation) and explain any joint venture relationships. Include the state(s) in which the firm is incorporated or licensed to operate and a list of any current legal claims against the firm. Describe recent overall experience with Georgia or surrounding area, including experience in developing similar airport development projects.

B. Technical Capabilities – Up to a Maximum of 15 points

- i. The firm(s) should include a staffing plan, with resumes for the key personnel that will lead the project. The resumes of the project leaders should reflect a high level of technical competence with the project type and within their respective disciplines and should be similar in nature to the scope of work described in the proposal document. Firms should indicate the approximate **percentage** of involvement of each team member and identify the person(s) that will be point of contact for negotiations as well as daily contact during project construction.
- ii. Firms should provide information about the resources within their firm in support of their team. Indicate the size, number and scope of projects that will be ongoing for the firm during construction of this project using the anticipated target start date of July 1, 2021 for this project. Firm should include special imaging software for project presentations and developing concepts, estimating tools for creating preliminary budgets, client collaboration tools and project management. Any special software or ability to host meetings remotely along with special services that are routinely provided that enhance their ability to produce high quality work will be considered.
- iii. Any firms that will be required to assist with the development of plans and coordination with Gwinnett County should also be included in the staffing plan, with their roles and responsibilities clearly defined.

C. Project Approach – Up to a Maximum 20 points

Please submit a narrative description and visual representation of the architectural design and preliminary property planning concept the development team believes will most appropriately satisfy the economic, political, aviation, and planning/architectural requirements. Concisely describe and detail the overall design theme and demonstrate how the design will relate to the community.

In particular, provide the following:

- i. For the entire site, please provide:
 1. Proposed site plan indicating location of uses
 2. Narrative description and visual representation of the project
 3. Relationship of the planned development to surrounding community
 4. Detailed timeline of development from concept to final design project completion, assuming a July 1, 2021 start date. If phasing is required, please provide an outline of proposed sequencing of infrastructure/vertical development, define the phases including activities that must take place, how the proposed project team will document discussion and decisions to ensure a high level of collaboration, the planning process including length of time required, and the deliverables to be submitted upon completion of each phase and subsequent contract administration.
 5. Proposed penalties associated with failure to meet schedule and/or development timelines

- ii. Provide a proposed detailed development plan including specific information on the following components:
 1. General Aviation Terminal
 2. Restaurant(s)
 3. Hangars
 - a. Corporate
 - b. Box
 - c. T-Hangar
 4. Control Tower
 5. Public Space/Greenspace, including incorporation of public art
 6. Office Space
 7. Site infrastructure
 8. Transportation infrastructure
 9. Parking
 10. Other Features/Amenities

- iii. For each section listed in Subsection ii above and for the overall Site, please provide:
 1. Information and concepts regarding design intent, including architectural character, quality, and sustainability of design/construction

2. Estimated budget
 3. Proposed changes to existing airport design and architectural standards (Exhibit B)
 4. Proposed changes to existing airport Minimum Standards (Exhibit A)
- iv. Submit a draft agreement between the responding firm and/or a Fixed Base Operator (FBO) including the County as a party or third-party beneficiary. Responding firm will be required to submit information regarding the FBO including the company that will serve as the FBO, its business plan, experience, and references to be scored separately as indicated below. Information regarding the FBO's proposed business model and service offerings for the Gwinnett County Airport should be included.
- v. Explain the long-term plan and goals, including specific exit strategies for each component of the development proposal
- vi. Firm to provide as part of their proposal submittal an overview of how the firm's responsibilities including but not limited to those listed below, would be accomplished:
1. Adherence to the Approved Master Plan: The selected Firm will be responsible for adherence to a master plan for the site proposed by the Firm and approved by Gwinnett.
 2. Acknowledgement that the selected firm, in coordination with Gwinnett County, is responsible for obtaining all required County approvals for development and permits for the proposed project.
 3. Sustainability: The selected firm will be responsible for conformance of the project to certain environmental-related project components agreed upon by both parties. In no event shall the project be delivered with less than a LEED Gold Standard, although both parties may mutually agree to forego the LEED certification process
 4. Sub-Leasing and Site Management: The selected firm will be responsible for marketing, leasing and managing all space within the development. Leasing decisions will be subject to Airport Minimum Standards and FAA regulations and may require approval from Airport Administration.
 5. Approvals: During the development process, Gwinnett will maintain development design review and approval rights, including the ability to prohibit tenants or real estate uses that are inconsistent with the mission, character, or image of Gwinnett or the Gwinnett County Airport. Describe a proposed process for obtaining Gwinnett approvals.

D. Strategic Objectives for Site – Up to a Maximum 20 points

- i. Provide an estimated economic impact of proposed activities including an estimated annual contribution to the County's economic base (projected annual sales/income).
 1. Include, if identified, potential corporate aviation tenants
 2. Outline marketing plan, beyond that of the FBO, to encourage corporate traffic and increase corporate tenants
- ii. Provide a summary of community integration activities highlighting relevant aspects of Gwinnett's 2040 Unified Plan, the City of Lawrenceville Comprehensive Plan, and other applicable documents, as necessary.
- iii. Detail project funding and partnership structures
 1. Funding sources and amounts including anticipated County investments
 2. Proposed annual lease payments to the County including rates, deferral periods, escalators and discounts
 3. Proposed other revenues payable to the County (i.e. fuel flowage fees) including rate structures, escalators, and discounts
 4. Firm investments in Airport infrastructure
 5. Other cost and/or revenue sharing opportunities between the County and the Firm

E. Development Specific References – Up to a Maximum 10 points

Firms should include Project name, schedule, cost, key personnel, and client contact information on the reference sheet. All references should have current contact information and will be contacted. On the reference sheet included in the proposal package, please include client names and valid and accurate contact information for three (3) clients for which your firm has provided similar service, references should be for the firm and not an individual or a partnering firm; at least one (1) should demonstrate experience working with a public sector entity. References shall involve specific projects similar in scope and complexity to the proposed project. Said projects should have been completed within the last twenty (20) years.

F. Fixed Base Operator Business Plan – Up to a Maximum of 40 Points

At a minimum, the business plan should include:

- i. A start-up plan defining the following:
 1. Start-up requirements and timing including equipment purchases, staffing, construction, etc.
 2. Requirements for building space
 3. Three to Five-year marketing plan to attract new general aviation activity to the airport

- ii. An operations plan defining the following:
 - 1. Business model defining the means by which all required and proposed services will be performed
 - 2. Staffing model including a description of the Respondent's proposed management hierarchy and staffing plan along with proposed job titles and descriptions
 - 3. A systems model defining the systems and technology resources to be implemented in support of operations

- iii. A financial plan defining the following:
 - 1. Anticipated revenue streams including proposed rates and fees
 - 2. Fixed and variable cost projections
 - 3. Breakeven analysis
 - 4. Five-year pro-forma financial forecast including a description of all applied assumptions

G. Fixed Base Operator Experience – Up to a Maximum of 25 Points

Should include FBO profile, history, contact information, including detailed information on size/number of employees, years in business, corporate structure, officers, local office address, local staff description, financial ability to fulfill the obligations of a full service FBO. Financial statements including, but not limited to, audited balance sheets and income statements for the past two (2) years must be provided. Indicate the type of firm ownership (individual, partnership, or corporation) and explain any joint venture relationships. Include the state(s) in which the firm is incorporated or licensed to operate and a list of any current legal claims against the firm.

H. Fixed Base Operator References – Up to a Maximum of 10 Points

On the reference sheet included in the proposal package, please include names and valid and accurate contact information for three (3) clients for which your firm has provided similar service. References to involve Fixed Base Operator services similar in scope and complexity to the services proposed. Said services must have been provided within the last five (5) years.

I. Optional Interview (Responding Firm and/or FBO) – Up to a Maximum 10 Points

Prior to final award, short-listed firms may be requested to make a presentation at the discretion of the evaluation committee or provide additional information in support of their proposal. The County reserves the right to ask for additional information and clarification from or about any or all firms during the evaluation process at no.

The proposals will be evaluated in order to select the firms which rate the highest according to the criteria elaborated in the above items. The selection team then, at its discretion, may short list the highest scoring firms and those firms making the short list, may be invited to participate in an interview. If required, an optional interview will be performed either onsite or virtually with a formal presentation, at the discretion of the proposal evaluation committee. The full cost of the proposal preparation and all costs incurred to participate in the oral presentation/interview/demonstration are to be borne by the proposing firm.

Based upon the results, the County will negotiate with the firm ranked highest in an attempt to reach an agreement. If negotiations with the highest ranked firm are unsuccessful, the County may then negotiate with the second ranked firm and so on, until an agreement can be reached. Any agreement negotiated between county staff and the selected firm shall be subject to final approval by the Board of Commissioners

FAILURE TO RETURN THIS PAGE AS PART OF YOUR PROPOSAL DOCUMENT MAY RESULT IN REJECTION OF PROPOSAL.

FIRM INFORMATION

The undersigned acknowledges receipt of the following addenda, listed by number and date appearing on each:

| Addendum No. # | Date |
|----------------|------|
| | |
| | |
| | |
| | |

Certification Of Non-Collusion in Proposal Preparation _____
(Signature) (Date)

In compliance with the attached specifications, the undersigned acknowledges all requirements outlined in the "Instructions to Proposers" and all documents referred to therein, if this proposal is accepted by the Board of Commissioners within one hundred and twenty (120) days of the date of proposal opening, to negotiate an agreement for any or all of the items proposed, within the timeline specified in the proposal submittal.

Legal Business Name _____

Federal Tax ID _____

Address _____

Does your company currently have a location within Gwinnett County? Yes No

Representative Signature _____

Print Authorized Representative's Name _____

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SUMMARY SCHEDULE

The proposer has carefully examined and fully understands the proposal specifications and has made a personal examination of the Site of the proposed scope and is satisfied is to the actual conditions and requirements of the project. The County encourages respondents to consider a whole range of innovative ideas to finance this redevelopment including, but not limited to incentives, grants, and other programs. The County will consider all financing options in the development of the site. The County will negotiate final lease terms directly with the highest scoring firm.

| Proposed Lease Terms | | | | | |
|---|---------------------------------|--------------------|--|---------------------------------|------------------------|
| Lease Term Proposed | Square Foot Rate, Per Year | Leasehold Size | Annual Rate (square foot rate x leasehold size) | Discounts Proposed | Lease Years Discounted |
| ___ YEARS | \$___ per square foot, per year | _____ square feet | \$ _____ | \$___ per square foot, per year | Years ___ to ___ |
| Market Adjustment | | | Rent Escalator Proposed | | |
| Comments: | | | | | |
| Other Revenues | | | | | |
| Fuel Flowage Fee (Please describe the rate structure, market adjustments, discounts, etc. proposed below) | | ___ % of sales | ___ \$ per gallon | Other: | |
| Comments: | | | | | |
| Other: | | _____ \$ per _____ | | | |
| Comments: | | | | | |

Firm Name _____

Representative Signature _____

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Development Specific References

Firms should include Project name, schedule, cost, key personnel, and client contact information on the reference sheet. All references should have current contact information and will be contacted. References should be for the firm and not an individual or a partnering firm; at least one (1) should demonstrate experience working with a public sector entity. References shall involve specific projects similar in scope and complexity to the proposed project. Said projects should have been completed within the last twenty (20) years.

1. Company Name _____

Brief Description of Project _____

Project Dates (Should be within the last 20 years) _____

Contract Amount \$ _____

Client Contact Name _____ Telephone _____

E-Mail Address _____

Key Personnel _____

Was Project for a Public Sector? Yes No

Is Reference for Firm Submitting Proposal? Yes No

2. Company Name _____

Brief Description of Project _____

Project Dates (Should be within the last 20 years) _____

Contract Amount \$ _____

Client Contact Name _____ Telephone _____

E-Mail Address _____

Key Personnel _____

Was Project for a Public Sector? Yes No

Is Reference for Firm Submitting Proposal? Yes No

FIRM NAME _____

FAILURE TO RETURN THIS PAGE AS PART OF YOUR PROPOSAL DOCUMENT MAY RESULT IN REJECTION OF PROPOSAL.

Development Specific References Continued

3. Company Name _____

Brief Description of Project _____

Project Dates (Should be within the last 20 years) _____

Contract Amount \$ _____

Client Contact Name _____ Telephone _____

E-Mail Address _____

Key Personnel _____

Was Project for a Public Sector? Yes No

Is Reference for Firm Submitting Proposal? Yes No

FIRM NAME _____

FAILURE TO RETURN THIS PAGE AS PART OF YOUR PROPOSAL DOCUMENT MAY RESULT IN REJECTION OF PROPOSAL.

Fixed Base Operator References

References to involve Fixed Base Operator services similar in scope and complexity to the services proposed. Said services should have been provided within the last five (5) years.

1. Company Name _____

Description of Services _____

Date of Contract Services (Within the last five years) _____

Contract Amount \$ _____

Client Contact _____ Telephone _____

E-Mail Address _____

2. Company Name _____

Description of Services _____

Date of Contract Services (Within the last five years) _____

Contract Amount \$ _____

Client Contact _____ Telephone _____

E-Mail Address _____

3. Company Name _____

Description of Services _____

Date of Contract Services (Within the last five years) _____

Contract Amount \$ _____

Client Contact _____ Telephone _____

E-Mail Address _____

FIRM NAME _____



RP011-21 Gwinnett County Airport Property Aviation Lease and Redevelopment Project

CODE OF ETHICS AFFIDAVIT

(THIS FORM SHOULD BE FULLY COMPLETED AND RETURNED WITH YOUR SUBMITTAL AND WILL BE REQUIRED PRIOR TO EVALUATION)

In accordance with Section 54-33 of the Gwinnett County Code of Ordinances the undersigned bidder/proposer makes the following full and complete disclosure under oath, to the best of his/her knowledge, of the name(s) of all elected officials whom it employs or who have a direct or indirect pecuniary interest in or with the bidder/proposer, its affiliates or its subcontractors:

1. _____
(Company Submitting Bid/Proposal)

2. (Please check **one** box below)

No information to disclose (*complete only section 4 below*)

Disclosed information below (*complete section 3 & section 4 below*)

3. (if additional space is required, please attach list)

| | |
|---------------------------------------|---------------------------------------|
| _____ | _____ |
| Gwinnett County Elected Official Name | Gwinnett County Elected Official Name |
| _____ | _____ |
| Gwinnett County Elected Official Name | Gwinnett County Elected Official Name |

4. Sworn to and subscribed before me this

BY: _____ day of _____, 20____

Authorized Officer or Agent Signature

Printed Name of Authorized Officer or Agent

Notary Public

Title of Authorized Officer or Agent of Contractor

(seal)

Note: See Gwinnett County Code of Ethics Ordinance E02011, Sec. 54-33. The ordinance will be available to view in its' entirety at www.gwinnettcounty.com



RP011-21 Gwinnett County Airport Property Aviation Lease and Redevelopment Project

CONTRACTOR AFFIDAVIT AND AGREEMENT

(THIS FORM SHOULD BE FULLY COMPLETED AND RETURNED WITH THE SUBMITTAL)

By executing this affidavit, the undersigned contractor verifies its compliance with The Illegal Reform Enhancements for 2013, stating affirmatively that the individual, firm, or corporation which is contracting with the Gwinnett County Board of Commissioners has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act, in accordance with the applicability provisions and deadlines established therein.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services or the performance of labor pursuant to this contract with the Gwinnett County Board of Commissioners, contractor will secure from such subcontractor(s) similar verification of compliance with the Illegal Immigration Reform and Enforcement Act on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the Gwinnett County Board of Commissioners at the time the subcontractor(s) is retained to perform such service.

E-Verify * User Identification Number

Date Registered

Legal Company Name

Street Address

City/State/Zip Code

BY: Authorized Officer or Agent
(Contractor Signature)

Date

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
____ DAY OF _____, 202__

| |
|--------------------------------------|
| For Gwinnett County Use Only: |
| Document ID # _____ |
| Issue Date: _____ |
| Initials: _____ |

Notary Public
My Commission Expires: _____

* As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is "E-Verify" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SS)

FAILURE TO RETURN THIS PAGE MAY RESULT IN REMOVAL OF YOUR COMPANY FROM COMMODITY LISTING.

RP011-21

Buyer Initials: AP

IF YOU DESIRE TO SUBMIT A "NO BID" IN RESPONSE TO THIS PACKAGE, PLEASE INDICATE BY CHECKING ONE OR MORE OF THE REASONS LISTED BELOW AND EXPLAIN.

- Do not offer this product or service; remove us from your bidder's list for this item only.
- Specifications too "tight"; geared toward one brand or manufacturer only.
- Specifications are unclear.
- Unable to meet specifications
- Unable to meet bond requirements
- Unable to meet insurance requirements
- Our schedule would not permit us to perform.
- Insufficient time to respond.
- Other

COMPANY NAME _____

AUTHORIZED REPRESENTATIVE _____

SIGNATURE

ATTACHMENT A

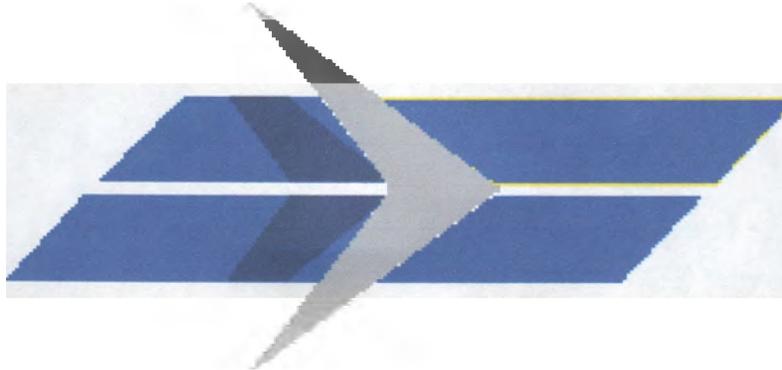
MINIMUM STANDARDS

FOR

COMMERCIAL AERONAUTICAL ACTIVITIES

AT

GWINNETT COUNTY AIRPORT



Adopted September 13, 2007



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INTRODUCTION

The Gwinnett County Airport Authority being authorized to manage and promulgate rules and regulations for the overall operation of airport activities under the Gwinnett County Airport Authority-Management Agreement dated February 7, 2001, (attachment 1) does hereby establish the following Policy for the Minimum Standards:

The Minimum Standards are intended to be the threshold entry requirements for those wishing to provide commercial aeronautical services to the public and to ensure that those who have undertaken to provide commodities and services as approved are not exposed to unfair or irresponsible competition. These Minimum Standards were developed taking into consideration the aviation role of the Gwinnett County Airport, facilities that currently exist at the Airport, services being offered at the Airport, the future development planned for the Airport and to promote fair competition at Gwinnett County Airport. The uniform application of these Minimum Standards, containing the minimum levels of service that must be offered by the prospective service provider, relates primarily to the public interest and discourages substandard entrepreneurs, thereby protecting both the established aeronautical activity and the Gwinnett County Airport patrons.

This document applies to all commercial aeronautical activities conducted at Gwinnett County Airport. It does not apply to governmental organizations, non-commercial aeronautical activities, or auxiliary governmental organizations such as the Civil Air Patrol (CAP).

I. DEFINITIONS

Advanced -Aviation Training Device (AATD) - any personal computer-based aviation training device or any AATD, as they are defined in FAA Advisory Circular AC 61-126, or any other FAA publication intended to replace AC 61-126, which is approved and/or authorized by the FAA to log instrument flight experience, to provide instrument proficiency checks, to provide instrument rating practical tests, and to log up to a maximum of 20 hours towards an instrument rating. An official letter from FAA shall be required to substantiate that a device qualifies as an AATD.

Aeronautical Activity -any activity or service conducted at the Airport that involves, makes possible, or is required for the operation of aircraft, or which contributes to or is required for the safety of such operations. These activities include, but are not limited to, air taxi and charter operations, aircraft fueling, aircraft storage, flight training, aircraft rental, aircraft sales, aircraft repair and maintenance, and any other activities, which because of their relationship to the operation of aircraft can appropriately be regarded as an "aeronautical activity."

Aircraft - any device used or designed for navigation of flight in the air including, but not limited to, an airplane, sailplane, glider, helicopter, gyrocopter, ultra-light, balloon, or blimp.

Air Charter or Taxi - the commercial operation of providing air transportation of person(s) or property for hire by either on a charter basis or as an air taxi operator.

Airframe and Power Plant Maintenance - the commercial operation of providing airframe and power plant services, which includes service, the repair, maintenance, inspection, constructing, and making of modifications and alterations to aircraft, aircraft engines, propellers and appliances including the removal of engines for major overhaul as defined in 14 CFR Part 43. This category of service also includes the sale of aircraft parts and accessories.

Airframe and Powerplant Mechanic (A&P) - a person who holds an aircraft mechanic certificate with both airframe and powerplant ratings as authorized and described in 14 CFR Part 65.

Aircraft Fuel - all flammable liquids composed of a mixture of selected hydrocarbons expressly manufactured and blended for the purpose of effectively and efficiently operating an internal combustion, jet, or turbine engine.

Aircraft Owner - a person or entity holding legal title to an aircraft, or any person having exclusive possession of an aircraft. In order to determine whether a person has exclusive possession of an aircraft the overall use of the aircraft will be considered (i.e., a person operating an aircraft for one flight may have exclusive use of the aircraft during the flight but

not exclusive possession of the aircraft.)

Aircraft Parking and Storage Areas - those hangar and apron locations of the Airport designated by the Airport Director for the parking and storage of aircraft.

Aircraft Rental - the commercial operation of renting or leasing aircraft to the public for compensation.

Aircraft Sales - the sale of new or used aircraft through brokerage, ownership, franchise, distributorship, or licensed dealership.

Airport Director - the duly appointed Director or the Director's designee.

Attended - an employee of the commercial operation is present on the business site.

Avionics Sales and Maintenance - the commercial operation of providing for the repair and service, or installation of aircraft radios, instruments and accessories. Such operations may include the sale of new or used aircraft radios, instruments and accessories.

Building - any improvement made to Airport property. All buildings shall be compatible to the material and design of the newer basic structures on the airport. For the purposes of these Minimum Standards building shall include all the improvements made to a leased area, if the commercial operator is a lessee. If the commercial operator is a sublessee, building shall include all the improvements made to a leased area that is available for use by the sublessee, and is not exclusively leased to a different person/entity (i.e., restrooms used by all tenants in a building shall meet the requirements set forth in the standards).

Commercial Aeronautical Activity - the conduct of any aspect of a business, concession, operation, or agency providing goods or services to any person for compensation or hire, including exchange or services, whether such objectives are accomplished. An activity is considered a commercial activity regardless of whether the business is nonprofit, charitable, or tax-exempt. A commercial business activity that involves, makes possible, or is required for the operation of aircraft, or which contributes to or is required for the safety of aeronautical operations.

Commercial Operator (Operator) - a person, firm, corporation, or other entity, which makes possible, or is required for the operation of aircraft, or which contributes to, or is required for the safe conduct and utility of aircraft operations, the purpose of such activity being to generate and/or secure earnings, income, compensation, and/or profit, whether or not such objectives are accomplished.

Commercial Self-Service Fueling- fueling of an aircraft by the pilot using commercial fuel pumps installed for that purpose. The fueling facility may or may not be attended by the vendor, which may be a fixed base operator or an airport sponsor/operator that is exercising its right to sell fuel.

Employee - a person who is hired by another to perform a service for wages or salary and is under the other's control and who receives an Internal Revenue Service Form W-2 Wage and Tax Statement. Any person who does not receive an Internal Revenue Service Form W-2 is considered an Independent Contractor.

Exclusive Right - a power, privilege, or other right excluding or debarring another from enjoying or exercising a like power, privilege, or right. An exclusive right can be conferred whether by express agreement, by the imposition of unreasonable standards or requirements, or by any other means. Such a right conferred on one or more parties but excluding others from enjoying or exercising a similar right or rights, would be an exclusive right.

Federal Aviation Administration (FAA) - the Federal Aviation Administration as established in 1967 within the Department of Transportation of the United States government that has the responsibility of promoting safety in the air, by both regulation and education.

Federal Aviation Regulations (FAR) - the Federal Aviation Regulations as published by the FAA that governs the operation of aircraft, airways, and airmen. Compliance with the FARs is mandatory. In 1996, all references to the FARs were changed to " 14 CFR" (Title 14 of the Code of Federal Regulations).

Fixed Base Operator (FBO) - a full service commercial operator who is authorized to engage in the primary activity of aircraft refueling (selling fuel) and secondary activities including: airframe and power plant maintenance, flight training, aircraft rental, aircraft charter or air taxi, avionics sales and service, and aircraft storage/hangar(s) rental.

Flight Training - the commercial operation of instructing pilots in dual and solo flight, in fixed or rotary wing aircraft, and related ground school instruction as necessary to complete a FAA written pilot's examination and flight check ride for various categories of pilots' licenses and ratings. Flight training is divided into two separate categories for the purposes of the Minimum Standards: Unlimited FAR Part 61/FAR Part 141 Flight Training and Limited FAR Part 61 Flight Training.

Flight Training Device (FTD) - An airplane Flight Training Device (FTD) is a full scale replica of an airplane's instruments, equipment, panels, and controls in an open flight deck area or an enclosed airplane cockpit, including the assemblage of equipment and computer software programs necessary to represent the airplane in ground and flight conditions to the extent of the systems installed in the device; is found to meet the criteria outlined in AC 120-45A, or any subsequent publication of the FAA intended to replace AC 120-45A; and in which flight training events or flight checking events are accomplished.

Flying Club - a non-commercial and nonprofit entity organized for the purpose of providing its members with any number of aircraft for their personal use and enjoyment. Aircraft *must* be vested in the name of the flying club owners on a pro-rata share, and the club may not derive greater revenue from the use of the aircraft than they cost to operate, maintain, and replace the aircraft.

Fueling or Fuel Handling - the transportation, sale, delivery, dispensing, storage, or draining of fuel or fuel waste products to or from aircraft, vehicles, or equipment.

Fuel Storage Area - any portion of the Airport designated temporarily or permanently by the Gwinnett County Board of Commissioners, the Gwinnett County Airport Authority, or their designee as an area in which aviation or motor vehicle gasoline or any other type of fuel or fuel additive may be stored or loaded.

Hazardous Material - any substance, waste, or material which is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic, or otherwise hazardous, and is or becomes regulated as a hazardous material by any governmental authority, agency, department, commission, board, or agency.

Independent Contractor - a person who is paid by another to perform services but does not receive an Internal Revenue Service Form W-2 Wage and Tax Statement.

Independent Operators - a commercial operator offering a single aeronautical service but without an established place of business on the airport.

Land - an area of the earth inclusive of improvements, bodies of water, and natural or man-made objects. For the purposes of these Minimum Standards land shall include all the area contained in a lease agreement, if the commercial operator is a lessee. If the commercial operator is a sublessee, land shall include all the area contained in the leaseholder's lease agreement that is available for use by the sublessee (areas already encumbered by other businesses, uses, etc., shall be excluded from the land available for use by the sublessee).

Lessee - any person or entity that is a party to a written contract between the Gwinnett County Board of Commissioners and/or the Gwinnett County Airport Authority, which **specifies the terms and conditions under which the person/entity may occupy and operate** from certain Airport facilities and/or property.

Master Lease Holder - any person or entity that is a party to a written contract between the Gwinnett County Board of Commissioners and the Gwinnett County Airport Authority for a period of time greater than five years, which specifies the terms and conditions under which the person/entity may occupy and operate from certain Airport facilities and/or property.

Minimum Standards - the qualifications or criteria, which may be established by the Airport owner or any designated agent, as the minimum requirements that must be met by businesses engaged in on-airport aeronautical activities for the right to conduct those activities.

Permanent Aviation Facility - a building placed on airport property, by a Master Lease Holder, subject to the terms and conditions of a Master Lease.

Person - an employee, independent contractor, volunteer, firm, or other entity that participates in a commercial aeronautical activity.

Preventive Aircraft Maintenance - maintenance that is not considered a major aircraft alteration or repair and does not involve complex assembly operations as listed in 14 CFR Part 43 (~~attachment 3 hereby incorporated by reference~~), except for Item 22 in the Regulation. Item 22 involves the replacement of prefabricated fuel lines, and shall, for purposes of these regulations, be considered a major aircraft repair.

Self-Fueling - the fueling of an aircraft by the owner of the aircraft or the owner's employee.

Self-Service - aircraft refueling, repair, preventative maintenance, towing, adjustment, cleaning, and general services performed by an aircraft owner or his/her employees on his/her aircraft with resources supplied by the aircraft owner.

Shall - indicates a mandatory requirement.

Should - indicates a recommendation or that which is advised but not required.

Specialized Aviation Service Operation (SASO)- a commercial aeronautical business that is authorized to offer a single or limited service according to established Minimum Standards. Examples of a SASO include, but are not limited to, the following commercial aeronautical activities: flight training, aircraft maintenance, air charter or taxi, aircraft sales, avionics maintenance, aircraft rental, and sales, and aircraft storage.

Sublease - a written agreement, approved by the Airport, stating the terms and conditions under which a third-party operator leases space from a Lessee for the purpose of providing aeronautical services at the Airport.

Tenant - an individual, corporation, firm, partnership, association, organization, and any other group acting as an entity, to conduct business on the Airport. Tenant includes a trustee, receiver, assignee or similar representative.

Through-the-Fence Operation - an arrangement that the airport sponsor may at times enter into to permit access to the public landing area by independent operators offering an aeronautical activity or access to aircraft based on land adjacent to, but not part of, the airport.

Vehicle Parking Area - any portion of the Airport designated and made available temporarily or permanently by the Master Lease Holder of the area in question and the Airport Director for the parking of vehicles.

2. GENERAL CONDITIONS:

- A.** Lessees shall arrange for suitable and required space, structures or facilities, each to be permanent, fire resistant, and compatible to the material and design of the newer basic structures on the airport.
- B.** All plans, specifications, architectural designs and landscaping shall require written approval of the Airport Authority.
- C.** All such tenants shall conduct their activities and render their services in a safe, responsible and efficient manner and shall be solely responsible for all acts of their agents and/or employees and shall save and hold Gwinnett County Airport Authority and Gwinnett County their officer, agents and employees harmless from any acts of the Lessee, its agents, employees and invitees.
- D.** No one shall be permitted to operate an aeronautical business activity at the airport without either: 1) a fully executed lease agreement incorporating these minimum standards and the airport's rules and regulations, or 2) a fully executed sublease agreement that has been approved in writing by the Airport Authority and which incorporates these minimum standards and the airport's rules and regulations, or 3) a current letter of authorization issued by the Airport Director and which incorporates these minimum standards and the airport's rules and regulations.
- E.** All tenants shall abide by and comply with the airport's Storm Water Pollution Prevention Plan, and all State and County Laws and Ordinances, Rules and Regulations of the Federal Aviation Administration and the Department of Transportation.
- F.** Lessees shall not sublease or assign any portion of their leased premises without the prior written approval of Gwinnett County Airport Authority and, when approved, such subletting or assignment shall be subject to all these minimum standards.
- G.** Tenants, in the operation and use of the airport, will not on the grounds of race, color or national origin, discriminate or permit discrimination against any person or group of persons in any manner prohibited by Title 49, CFR, Part 21.

- H.** All Lessees operating an aeronautical business shall carry the insurance coverages as specified in their fully executed lease agreement with the Gwinnett County Board of Commissioners and/or the Gwinnett County Airport Authority. All sub-lessees and persons operating under a letter of authorization shall carry the insurance coverages specified in attachment 2, hereby incorporated by reference.
- I.** Lessee shall begin payment of rent on their Leasehold on the effective date of their Lease.
- J.** All aeronautical activities shall demonstrate financial stability and business ability in general aviation related to their proposed activities to the satisfaction of the Gwinnett County Airport Authority.
- K.** All tenants shall abide by and comply with the airport's Airport Security Plan (ASP) and all Federal, State, and County Laws, Ordinances, Rules and Regulations, and Directives pertaining to aircraft and airport security. This shall include, but not be limited to, maintaining positive control of all access points to the airport, installing automated gates at all vehicle access points, actively participating in the Airport COPS program, and providing 24-hour emergency contact information.

3. AIRCRAFT CHARTER AND/OR TAXI:

Any party desiring to engage in the charter of aircraft to the public must provide as a minimum the following:

- A. **LAND.** A minimum area of 30,000 square feet to provide for a building, aircraft tie down area, and paved automobile parking.
- B. **BUILDINGS.** A minimum of 4,000 square feet of building space, properly lighted and heated, which shall include office space, public lounge, restroom facilities, and public use telephone.
- C. **TAXIWAYS.** Provide necessary taxiway access to public taxiway and runways.
- D. **PERSONNEL.** At least two (2) persons having current commercial pilot certificates with instrument ratings and ratings appropriate for the type of aircraft to be flown.

4. AIRCRAFT RENTAL:

Any party desiring to engage in aircraft rental must provide for repair services necessary to meet any warranties for the type of aircraft for which rental privileges are granted. Have available at least three (3) aircraft and must provide, at a minimum, the following:

- A. **LAND.** A minimum area of 30,000 square feet to provide space for a building, display area, paved apron and paved automobile parking.
- B. **BUILDING.** A minimum area of 4,000 square feet of building space, properly lighted and heated, which shall include office space, public lounge, restroom facilities and public telephone.
- C. **PERSONNEL.** At least one (1) full-time employee, having current ratings appropriate for the types of aircraft to be rented.
- D. **AIRCRAFT APRON.** Provide a sufficient square footage of hard-surface apron for aircraft parking.
- E. **AUTOMOBILE PARKING.** Provide sufficient paved area for parking of automobiles.

5. AIRCRAFT SALES:

Any party desiring to engage in aircraft sales, either new or used, must provide for, on site, a minimum stock of spare parts and provide repair services necessary to meet any warranties for the type of aircraft for which sales privileges are granted (during the sales guarantee only), or provide the customer with a written agreement specifying where such parts and service may be obtained and must provide, at a minimum, the following:

- A. **LAND.** A minimum area of 30,000 square feet on which to provide space for a building, display area, paved apron and paved automobile parking.
- B. **BUILDING.** A minimum internal area of 4,000 square feet of building space, properly lighted and heated, which shall include office space, public lounge, restroom facilities and public telephone.
- C. **PERSONNEL.** At least one (1) full-time employee, having current ratings appropriate for the types of aircraft to be demonstrated.
- D. **AIRCRAFT APRON.** Provide a sufficient square footage of hard-surface apron for aircraft parking.
- E. **AUTOMOBILE PARKING.** Provide sufficient paved area for parking of automobiles.

6. AIRFRAME AND POWER PLANT REPAIR:

Any party desiring to engage in repair of aircraft on the airport must provide as a minimum the following:

- A. **LAND.** A minimum land area of 43,560 square feet on which to provide space for a building, temporary parking of aircraft, and paved automobile parking for customers and employees.
- B. **BUILDINGS.** A minimum of 10,000 square feet of building space, 2,000 square feet of which shall include heated office space, storage, public lounge, restroom facilities, and a public use telephone. A minimum of 8,000 square feet of hangar space for maintenance and sufficient storage of aircraft, parts, and equipment.
- C. **PAVED AREAS.** A paved ramp consisting of at least 20,000 square feet to provide temporary storage and parking of aircraft.

- D. **PERSONNEL.** At least two (2) full time employees properly certificated by the Federal Aviation Administration to perform airframe or powerplant repair. At least one (1) of these employees must be appropriately certified an I.A.

7. FIXED BASE OPERATORS:

- A. **LAND.** A minimum area often (10) acres (435,600 square feet) to provide for buildings, paved automobile parking, dispensing equipment, and paved tie down area necessary to accommodate a variety of general aviation aircraft.
- B. **BUILDINGS.** A minimum of 50,000 square feet of building space, to include 6,000 square feet of heated office space, restroom facilities, public lounge, pilots' lounge, and public use telephones, and; a minimum of 44,000 square feet of hangar space.
- C. **PAVED AREAS.** A paved aircraft parking and tie down ramp of at least 200,000 square feet, and sufficient paved area for the parking of automobiles.
- D. **PERSONNEL.** An adequate number of properly trained persons shall be on duty during the required hours of operation for fuel dispensing. The office shall be attended by an employee 24 hours per day, 7 days a week.
- E. **AIRCRAFT SERVICE EQUIPMENT.** Emergency starting equipment and appropriate fire extinguishers along with adequate ground support equipment shall be provided to meet the needs of aircraft that normally use the airport.
- F. **REQUIRED SERVICES.** Provide the following:
- Tie down and hangar storage for general aviation aircraft (itinerant and local).
 - Have available for sale aviation gasoline, jet fuel, oils and lubricants of kinds and grades customarily sold to general aviation aircraft
 - Major maintenance and repair of general aviation aircraft, engine and avionics,
 - Maintain an adequate inventory of aircraft parts and accessories to maintain, repair and service general aviation aircraft.
- G. **OTHER SERVICES PERMITTED BY FBO.**
1. Sale of new or used aircraft.
 2. Aircraft rental.
 3. Flight training.
 4. Aircraft charter and air taxi.
 5. Sightseeing flights.

6. Aerial survey, photography and mapping services.
7. Avionics sales and service.

8. FLIGHT TRAINING:

Any party desiring to engage in flight training must provide a minimum of the following:

- A. **LAND.** A minimum area of 30,000 square feet to provide space for a building, aircraft tie down area, and paved automobile parking.
- B. **BUILDINGS.** A minimum area of 4,000 square feet of building space, which shall include at least 2,000 square feet of heated office space, public lounge, classrooms, restroom facilities and public telephone.
- C. **TAXIWAYS.** Provide necessary taxiway access to public taxiways and runways.
- D. **PERSONNEL.** At least two (2) persons properly certificated by the FAA as flight instructors, one (1) of which must hold a CFII, and both must possess additional ratings to cover the type of training offered and be a certificated ground school instructor.
- E. **AIRCRAFT AND AUTOMOBILE PARKING.** Provide a minimum of 15,000 square feet of hard surface apron for aircraft parking with proper catch basins and drains, and a minimum of 4,500 square feet of paved area for parking of automobiles.
- F. **AIRCRAFT.** Have available for use in flight training, either owned or under written lease which gives exclusive use of the aircraft to the flight school, a sufficient number of aircraft properly certified and airworthy to handle the proposed scope of the training operation, but not less than three (3) aircraft, at least one of which must be equipped for and capable for use for instrument flight training.

For the purposes of this section an FAA approved Flight Training Device (FTD), or an FAA approved Advanced Aviation Training Device (AATD), as defined in this document, may be used in lieu of one of the required aircraft (i.e., not less than three aircraft OR not less than two aircraft and one FAA approved FTD or AATD).

- G. **SECURITY.** Identify and comply with all Department of Homeland Security and/or Transportation Security Administration (TSA) regulations concerning flight instruction, including providing correspondence either to or from the local TSA office, with a copy to be kept by the Airport Director's office, showing that

the TSA is aware of the flight school's operations. Comply with the Airport Security Plan.

- H. **EXCEPTION.** An operator who provides rotary wing flight training only, will comply with the provisions of this section except that authorization will be granted, upon written request, to effect a 60% reduction in the space requirements and a reduction in the required number of aircraft to two (2).

9. **FLYING CLUB:**

The following requirements pertain to all flying clubs desiring to base their aircraft on the airport:

- A. Each flying club organization must be a non-profit corporation or partnership. Each member must have an equal share in the ownership of the aircraft or be a member of the corporation.
- B. The club may not derive greater revenue from the use of its aircraft than the amount necessary for the actual use of operation, maintenance and replacement of its aircraft.
- C. The club will file and keep current with the Airport Authority, a complete list of the club's membership and investment share held by each member.
- D. No one other than bona fide club members shall use the aircraft for rental. No one shall use the club aircraft for hire, charter or air taxi.
- E. Each aircraft owned by the flying club must have aircraft liability insurance of not less than the amount specified in Attachment 2 of this document.

10. **FUEL STORAGE FACILITIES:**

Any party desiring to utilize and construct a fuel storage facility at Gwinnett County Airport must be a full-service fixed base operator or be limited to self-fueling operations only, which excludes, but is not necessarily limited to resale, share costs, co-operatives, etc. and must provide as a minimum the following:

- A. Be a Master Leaseholder in good standing.
- B. Construct a minimum permanent aviation facility of not less than 18,000 square feet. Have a minimum fuel storage capacity of 10,000 gallons. This self-fueling privilege shall require annual fuel usage of at least 50,000 gallons of jet fuel, or 50,000 gallons of Avgas.

- C. Construct a minimum permanent aviation facility of not less than 12,500 square feet and not more than 17,999 square feet. Have a minimum fuel storage facility of 10,000 gallons. This self-fueling privilege shall require annual fuel usage of at least 75,000 gallons of jet fuel, or 75,000 gallons of Avgas.
- D. To operate a flight school, flight school operations shall not engage in commercial leasing of airplanes, charter rentals, or any other business. Construct a minimum permanent aviation facility of not less than 12,500 square feet. Have a minimum fuel storage facility of 10,000 gallons. This self-fueling privilege shall require annual fuel usage of at least 35,000 gallons of jet fuel, or 35,000 gallons of Avgas.
- E. Compliance with National Fire Protection Agency, Federal Aviation Administration, Environmental Protection Agency, Georgia EPD, and County Rules and Regulations in regard to fuel handling storage and storage and delivery.

For the purposes of these minimum standards permanent aviation facility shall be a single hangar facility with attached office space meeting the applicable size requirements.

11. MISCELLANEOUS OPERATORS:

Miscellaneous operators are commercial aviation operators offering any aeronautical activity not covered in Sections 2-10 of these Minimum Standards. Such activities include, but are not limited to:

Sightseeing Flights, Crop Dusting and other Agricultural Applications, Banner Towing and Aerial Advertising, Aerial Photography and Survey, Aerial Fire Fighting, Power Line and/or Pipeline Patrol, or any other operations approved by the Airport Director.

- A. **LAND.** No minimum amount of land is required to be leased.
- B. **BUILDINGS.** No minimum space is required to be leased.
- C. **PAVED AREAS.** Provide sufficient paved ramp area for the storage and parking of aircraft, equipment, vehicle parking for customers and employees.
- D. **PERSONNEL AND EQUIPMENT.** All personnel and equipment utilized in the miscellaneous operator's operation shall be appropriately certificated by the FAA and any/all other applicable regulating agencies.
- E. **INSURANCE.** Insurance requirements will be determined on a case-by-case basis by the County's Risk Management Division based on the inherent risk involved in the proposed miscellaneous operation. Miscellaneous operators shall provide proof of insurance meeting the requirements set forth in attachment 2 and

any other requirements set forth by the County's Risk Management Division, prior to beginning any commercial operations.

12. **TEMPORARY SPECIALIZED AVIATION SERVICE OPERATOR (TSASQ)**

Aircraft operators using the Airport may require specialized assistance with the maintenance of their Aircraft and/or flight training. When assistance is not available on the Airport through an existing approved commercial aeronautical service provider due to the specialized nature of the maintenance and/or flight training requirements, or if the flight instruction is to be carried out in an aircraft owned by the aircraft operator (proof of which shall be submitted if required by the Airport Director), the Airport Director may allow an Aircraft operator to solicit and utilize the services of a qualified entity to provide said services.

- A. **LAND.** No amount of land can be leased, as the TSASO operation is temporary in nature.
- B. **BUILDINGS.** No minimum space is required to be leased; however, any maintenance activities must be accomplished in an area not subject to rainfall or that contributes to storm water runoff (i.e., must be accomplished inside a hangar, or building). The Temporary Specialized Aviation Service Operator shall not have a permanent presence on the airport, (i.e., office space) or scheduled office hours of operation. Services will be provided on an as-needed basis.

No signs shall be posted on the airport identifying the TSASO, as it is temporary in nature.

No advertising shall be posted for a TSASO, as it is temporary in nature. Advertising includes, but is not limited to, printed ads in newspapers, trade journals, or magazines, radio advertisements, television advertisements, or web sites showing the services available. Any advertising for a TSASO, or any signs posted at the airport identifying the TSASO shall automatically eliminate the temporary nature of the business, and shall require that the business meet all the requirements of either Section 6 - Airframe and Powerplant Repair or Section 8 - Flight Training, whichever is appropriate for the business that has placed a sign and/or advertisement.

- C. **PAVED AREAS.** No minimum amount of paved area must be leased.
- D. **PERSONNEL AND EQUIPMENT.** Equipment shall be adequate to properly support the services being provided. To qualify for this category, the Temporary Specialized Aviation Service Operator shall not have any employees or contract

labor and will be the sole provider of the service. The Temporary Specialized Aviation Service Operator shall be licensed or certified under the appropriate governmental requirements for the service being provided and shall provide the Airport Director with a copy of any appropriate licenses or certificates as part of the Temporary Specialized Aviation Service Operator Letter of Authorization Process.

11 aircraft used for flight training by a TSASO shall be dual equipped aircraft that meet the FAA requirements for commercial operations, and the TSASO operator shall be present for the supervision of all student flights.

- E. LETTER OF AUTHORIZATION.** Prior to commencing any work at the airport the Temporary Specialized Aviation Service Operator must have the Aircraft Owner/Operator submit a request to the Airport Director on behalf of the TSASO requesting a 60-day Letter of Authorization for maintenance or a 180-day Letter of Authorization for flight instruction.

The request for a Letter of Authorization shall be accompanied by copies of any appropriate licenses or certificates required for the work proposed to be performed. The request shall also be accompanied by evidence of insurance coverage as required in attachment 2 of these Minimum Standards.

Aircraft operators requiring after-hour or weekend service by a TSASO must give notice to the Airport Director prior to the TSASO engaging in activities on the airport.

Aircraft operators are responsible for assuring compliance with all Airport Rules and Regulations and the Airport Security Plan by the TSASO while on the airport.

The 60-day Letter of Authorization, or 180-day Letter of Authorization may be renewed. Renewal shall be subject to the TSASO's compliance with all terms of the Letter of Authorization and these minimum standards. All renewals will be issued by the Airport Director and then presented to the Airport Authority at their next regularly scheduled meeting for ratification. If the Authority does not ratify a renewal, the renewed Letter of Authorization is voided effective on the next business day following the regularly scheduled meeting.

Prior to issuance of a Letter of Authorization from the airport for flight instruction, the flight instructor must show evidence of complying with all Department of Homeland Security and/or Transportation Security Administration (TSA) regulations concerning flight instruction, including providing correspondence either to or from the local TSA office, with a copy to be kept by the Airport Director's office, showing that the TSA is aware of the flight training operations.

13. COMPLIANCE/ENFORCMENT/APPEALS:

- A.** Failure to comply with these requirements shall be a violation of airport minimum standards, and the Airport Authority and/or the Gwinnett County Board of Commissioners may take any action deemed advisable for each occurrence.
- B.** These requirements are effective with the date of adoption by the Gwinnett County Airport Authority.
- C.** Anyone wishing to allege a violation of these requirements or to challenge the Airport Director's interpretation of these standards may submit their complaint/challenge to the Airport Director in writing or verbally. In order to ensure that full investigation of the complaint/challenge is accomplished, the complaint/challenge should include the name and contact information of the person filing the complaint/challenge, and as much information as possible about the complaint/challenge.
- D.** After receiving a complaint/challenge, the Airport Director shall conduct a full investigation into the matter. The results of the investigation shall be communicated to the complainant/challenger within 30 days of the original complaint/challenge.
- E.** If the complainant/challenger disagrees with the Airport Director's determination, or if a complainant/challenger is not notified of a determination within 30 days, the complainant/challenger may request reconsideration from the Gwinnett County Airport Authority by making a request for reconsideration to the Airport Director or by making a request for reconsideration at a regularly scheduled Gwinnett County Airport Authority meeting during the Public Comment portion of the meeting agenda.
- F.** After receiving a request for reconsideration, the Airport Authority will refer the matter to the Airport Authority's Lease Committee for review. The Lease Committee will then schedule a meeting to discuss the matter (a Reconsideration Meeting). The person requesting reconsideration shall be allowed to attend this Reconsideration Meeting if they desire. The Lease Committee will provide a report to the Airport Authority at the next regularly scheduled meeting of the Authority that immediately follows the Reconsideration Meeting. The report from the Lease Committee shall not be more than 90 days after the original request for reconsideration.
- G.** If the person requesting reconsideration does not agree with the Lease Committee's determination, they must submit a written notice to the Deputy Director of Gwinnett County's Department of Transportation at 75 Langley Drive.

Lawrenceville, GA 30045 within 10 days of the Lease Committee's report. Upon receiving the written notice, the Deputy Director shall direct the Airport Director to put an action item under new business for the Airport Authority to act upon at their next regularly scheduled meeting. The determination of the Airport Authority shall be final.

14. AMENDMENTS:

These minimum standards may be supplemented and amended by the Gwinnett County Airport Authority from time to time and in such manner and to such extent, as the Authority may deem proper.

15. ADOPTION OF MINIMUM STANDARDS:

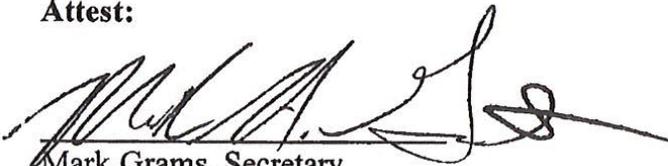
15. ADOPTION OF MINIMUM STANDARDS:

**Gwinnett County
State of Georgia**

IN WITNESS WHEREOF, the Gwinnett Airport Authority has hereunto set their hands and seal this 13th day of September, 2007, in adoption of the above written Minimum Standards.

**Gwinnett County
Airport Authority**

Attest:



Mark Grams, Secretary
Gwinnett County Airport Authority



Eric "Tip" Cape, Chairman
Gwinnett County Airport Authority

MINUTE BOOK 2001

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COUNTY OF GWINNETT,
STATE OF GEORGIA.

MANAGEMENT AGREEMENT

THIS AGREEMENT made and entered into this 7 day of Feb., 2001, by and between GWINNETT COUNTY, a political subdivision of the State of Georgia, as party of the first part, (hereinafter referred to as the "County"), and The GWINNETT COUNTY AIRPORT AUTHORITY, of the State of Georgia, as party of the second part, (hereinafter referred to as the "Authority").

WITNESSETH:

WHEREAS, the County and Authority are authorized by the Constitution and Laws of the State of Georgia to enter into an agreement for the management and operation of the Gwinnett County Airport; and

WHEREAS, the County and the Authority have previously entered into such a management agreement dated October 18, 1988, as amended on July 9, 1993, which management agreement has expired by its terms; and

WHEREAS, in consideration of the growth of Gwinnett County and the rapid development of the Gwinnett County Airport, the parties hereto desire to enter into a new management agreement which sets forth their respective duties and obligations for the benefit of the Gwinnett County Airport and the citizens of Gwinnett County

NOW, THEREFORE, for and in consideration of the sum of TEN DOLLARS (\$10.00), the receipt and sufficiency of which are hereby acknowledged, and the mutual

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promises of the parties hereto, the parties hereby enter into the following management agreement:

1.

The Authority does hereby agree to manage the facilities and operations located on the Gwinnett County Airport, the boundaries of which are described in Exhibit "A" attached hereto and incorporated herein by reference.

(A) The Authority shall be authorized to enter into contracts, sub-contracts, leases, sub-leases, agreements and permits including aircraft tie-down agreements, for the operation and maintenance of the airport premises, provided, however, that any such contract, sub-contract, lease, sub-lease, agreement or permit, including any renewal of same, which has a term in excess of four years shall be approved by the County prior to its effective date. The Authority shall follow County purchasing guidelines where applicable. All such contracts entered into by the Authority shall be subject to funds allocated by the County and available in the Airport Operating Fund.

(B) The Airport Authority and the County shall jointly approve all contracts and agreements which concern the application for or the expenditure of Federal Aviation Administration or other United States Government grant funds. The County shall, in cooperation with the Authority, invite, receive, open, tabulate, review and award all bids in connection with such agreements and contracts in accordance with County purchasing ordinances and Federal requirements.

(C) The Authority shall be authorized to make recommendations to the County for an individual for employment as airport manager. The airport manager, when so employed, shall be a County employee of the Department of Transportation.

(D) The Department of Transportation shall, in conjunction with the Authority and other County departments, annually prepare a budget for the operation of the Gwinnett County Airport, which shall be submitted first to the Authority for review and

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recommendations and then to the County. The submittal of the budget to the County shall be accompanied by any formal recommendations of the Authority. The County shall appropriate such funds as the Board of Commissioners, in its sole discretion, shall deem necessary.

(E) The Authority shall consider to make recommendations to the County on all long-range plans and policy guidelines for the overall growth and development of the Gwinnett County Airport. The Authority may promulgate rules and regulations for the overall operation of airport activities.

(F) The Authority and airport manager shall set the fee schedules for Airport revenue operations subject to the approval of the County.

2.

The term of the within agreement shall be from the date of the execution of this agreement through December 31, 2010. Either party may terminate this agreement for any reason by giving one hundred eighty (180) days advance written notice.

3.

The use of the airport facilities by the Authority, and its lessees and assigns, shall be subject to all rules and regulations as are presently established by the Authority or as may hereafter be established. The Authority shall comply with all rules and regulations as established by the Federal Aviation Administration.

4.

The Authority agrees to remit to the County treasury on a monthly basis the revenues collected by the Authority from the T-hangars, tie-down leases, maintenance hangars, and other leased premises for deposit in the airport operating fund, which funds shall be used for payment of airport debts and/or operations.

3.

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5.

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In the event of any conflict between the language of this Agreement and the acts which created the Authority, the parties hereto specifically intend and agree that language of this Agreement shall prevail.

IN WITNESS WHEREOF, the parties hereto have executed these presents the day and year first above written.

GWINNETT COUNTY, GEORGIA

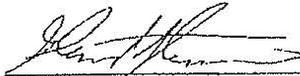
By: 
F. Wayne Hill, Chairman

Attest:


Brenda Maddox, Clerk

Executed by authority granted at a Meeting of the Board of Commissioners held on the 6th day of February, 2001.

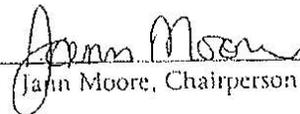
APPROVED AS TO FORM
Gwinnett County Law Department


Glenn P. Stephens
Senior Assistant County Attorney

GWINNETT COUNTY AIRPORT
AUTHORITY

Attest:


Emory Geiger, Secretary

By: 
Jann Moore, Chairperson

ATTACHMENT 2

1. Statutory Workers' Compensation Insurance shall be carried for any person, corporation, partnerships, or other as required by Georgia law with commercial operations at the airport. Persons, corporations, partnerships, or others not required to carry Workers' Compensation insurance must sign a Gwinnett County release. In addition, if you are required to carry Workers' Compensation you must include:
 - (a) Employers Liability:
 - Bodily Injury by Accident- \$100,000 each accident
 - Bodily Injury by Disease - \$500,000 policy limit
 - Bodily Injury by Disease - \$100,000 each

2. Premises Liability Insurance for all persons, corporations, partnerships or others with commercial operations and must include:
 - (a) Not less than \$1,000,000 Combined Single Limit Bodily Injury and Property Damage
 - (b) Not less than \$1,000,000 Combined Single Limit Bodily Injury and Property Damage for Products Liability if you sell, repair, manufacturer, or distribute products
 - (c) The following additional coverages must apply:
 - * Additional Insured Endorsement
 - * Contractual Liability
 - * Severability of Interest
 - * Personal Injury

3. Aircraft Liability for any persons, corporations, partnerships, or others who own, non-own, lease, borrow, or hire an aircraft.
 - (a) Not less than \$1,000,000 Combined Single Limits Bodily Injury and Property Damage, Limited to \$100,000 per Seat Passenger legal Liability.

4. Environmental Impairment Liability (Pollution Liability) for anyone having stationary fuel tanks, portable fuel tanks, waste oil tanks and drums of chemicals.
 - (a) \$1,000,000 Limit of Liability per Occurrence for Bodily Injury and Property Damage.

5. Hangarkeepers' Legal Liability for any persons, corporations, partnerships, or others who have aircraft which are the property of others and are in the care, custody or control of the person, corporation, partnership, or other as a bailee.
 - (a) Not less than a per-aircraft limit equal to the maximum value of any aircraft and a maximum limit of the total value of all aircraft while in the care, custody or control of the operator.
6. Gwinnett County Board of Commissioners and the Airport Authority should be shown as an additional insured on Aircraft Liability, Premises Liability, Hangarkeepers' Liability, Environmental Impairment Liability and Automobile Liability policies that are required.
7. The cancellation provision should provide a 30-day notice of cancellation.
8. Certificate Holder should read:

Gwinnett County Board of Commissioners
75 Langley Drive
Lawrenceville, GA 300456-6900

and

Gwinnett County Airport Authority 600
Briscoe Boulevard
Lawrenceville, GA 30046
9. Insurance Company, except Workers' Compensation carrier, must have an A.M. Best Rating of A-6 or higher.
10. Insurance Company shall be licensed to do business by the Georgia Department of Insurance.
11. Certificates of Insurance, and any subsequent renewals, must be current and on file with the Airport Manager.
12. All minimum insurance coverages required will be primary over any insurance program carried by the County, only as respects operations of insured.
13. The person, corporation, partnership or other shall agree to waive all rights of subrogation against the Airport Authority, Gwinnett County, the Board of Commissioners, its officers, officials, employees, and volunteer s from losses arising from the issue of this permit.
14. All accidents involving insurance claims must be reported to the County. If the County

requires any information on coverage or a particular claim then the person, corporation, partnership or other must provide copies of policies or loss runs.

15. Compliance by the person, corporation, partnership or other with the foregoing requirements as to carrying minimum insurance shall not relieve the person, corporation, partnership or other of their liability provisions.
16. The person, corporation, partnership or other is to comply with the FAA, EPA, OSHA, and any other laws that may apply to them when entering the airport.
17. The person, corporation, partnership, or other shall, at a minimum, apply risk management practices accepted by their industry.
18. The Airport Authority reserves the right to amend the minimum standards for insurance at any time, based on the increase in legal liability exposures and the availability of insurance coverages and limits.

Architecture and Building Design Standards for Development on Gwinnett County Airport – Briscoe Field

These architecture and building design standards shall be applied to airport construction or improvement on or within Gwinnett County Airport – Briscoe Field boundaries. These design standards are used by the Gwinnett County Airport Authority's Lease Committee as its basis for beginning the approval process for any construction on the Airport. All construction must meet current adopted Building Codes, Gwinnett County (County) and/or City of Lawrenceville (City) Ordinances, and National Fire Prevention Association (NFPA) requirements. In cases of conflict between these standards and County/City codes or regulations, the more stringent provisions shall apply unless specifically addressed within the terms of any written agreement with the County and/or City.

Hangar/Building:

1. A primary building is an aircraft hangar with use as addressed in the lease.
2. Stand-alone non hangar buildings are not permitted within the airport perimeter fence unless for aeronautical use and approved by County.
3. Outbuildings may be permitted as an ancillary to the primary building. An outbuilding must be attached or in near proximity to the primary building. Such outbuildings must be directly related to the operation of the primary building and will be limited to office(s), storage area, or related work area.
4. The portion of the building adjacent to the public roadway shall be the front of the building.
5. Minimum bulk hangar size is 50 x 50 feet (2,500 square feet). Minimum T-hangar construction is 5 units per side (minimum of 10 units per building).
6. Any hangar must have a concrete floor; any building must have finished flooring.
7. Any hangar constructed shall meet all State and Gwinnett County Storm Water rules, regulations, ordinances and laws, and the lessee shall have sole responsibility to maintain any required detention ponds, oil water separators, etc.
8. Hangars/buildings shall meet all appropriate fire codes for the proposed use of building.
9. No residential occupancy is permitted.
10. Maximum building height shall be dictated by the airport's imaginary surfaces, but shall never exceed 45 feet. New construction will require a Federal Aviation Administration (FAA) Form 7460 be submitted to FAA for review. Submittal of the approved Form 7460 to the Airport Manager's office is required prior to beginning construction on the airport.
11. Since roofs are highly visible from aircraft using the Airport, roofs shall be attractively designed and constructed. Signs, lettering, designs, or other graphics shall not be placed, painted or otherwise located on roofs.
12. Roof materials shall be non-reflective, not create glare, and be of a neutral color that is complimentary to the required building color palette as discussed below.

ATTACHMENT B

Hangar/Building Characteristics:

1. At least one bathroom with at least one toilet is required for any stand-alone hangar/outbuilding development whether for personal or commercial use. The bathroom shall be Americans with Disabilities Act (ADA) compliant as required by local/state building code.
2. Hangar/building materials shall be a metal building. The front of the building, as defined above, shall have an entrance way and/or office space constructed with brick, stucco, concrete block, or related material as approved by the Airport Authority's Lease Committee. Examples of entrance way/office space construction are shown on the following pages.
3. Hangar/building materials that produce glare or other effects that are hazardous to aircraft operation shall not be permitted.
4. Hangar/building colors on the South side of the airport (adjacent to the CSX Railroad lines) shall be earth tones using browns and tans. Hangar/building colors on the North side of the airport (adjacent to SR. 316) shall be sky tones using blues as the primary color and greys, and whites for accents. Final color palette shall be approved by the Airport Authority's Lease Committee **PRIOR** to beginning construction.
5. The location of outside storage areas and materials used for screening shall be a part of the site plan submitted by lessee. All materials used for screening shall be opaque and the same as or similar to the main or primary building or by installation of berms and landscaping acceptable to the airport, County, and/or City.
6. All buildings shall be required to obtain electrical utility service from the appropriate utility provider. All electrical wiring shall be in conduit and placed underground from the electrical power source to the hangar/building.
7. Any above ground fuel tanks shall provide for secondary containment of not less than 115% of the maximum storage capacity of all fuel tanks present. Above ground fuel tanks shall also be located inside the airport perimeter fence, or individually fenced to prevent unauthorized access.
8. All mechanical equipment shall be housed within the building when possible. When roof mounted equipment is required, it must be concealed by parapet walls sufficient to screen the equipment but no more than 42". Such parapet does not count against building height restriction, but shall be subject to compliance with the airport's imaginary surfaces. Plumbing vents are the only non-screened roof penetrations allowed.
9. Any exterior equipment shall be enclosed or screened so as to be an integral part of the architectural design and not in public view. Large pieces of equipment shall be located at ground level.
10. Any hangar or building abutting or a part of the Airport Operation Area (AOA) is also considered part of the security fence system. Such hangar or building shall provide the only entrance through the security fencing unless approved by the airport. In addition, lessee shall provide a chain link fence without gates separating the airside and the landside with not less than 6 feet chain link and three strands of barbed wire between buildings to the property line to establish a security perimeter. If landscaping screening is provided, it shall be located on the landside and no closer than 6 feet from the fence and maintained in a manner to preclude overgrowth of the security fence.

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11. The outside storage of hazardous materials or hazardous waste shall be prohibited.
12. Adequate lighting required for both airside and landside shall be uniform in style and shall be constructed so as to not inhibit the night vision of the Air Traffic Control Tower, pilots operating on the airport, pilots operating in the vicinity of the airport, or vehicles utilizing the public roadways.

Example 1 of front entrance way/office space constructed with brick



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Example 2 of front entrance way/office space constructed with brick



Landscaping:

1. Landscaping within the Air Operations Area for non-building and non-pavement areas shall have as a minimum natural ground covering and is limited to grass or very low lying vegetation for unpaved areas. For safety reasons no trees or shrubbery shall be permitted within the air operations area (within the airport security or perimeter fence.)
2. At least 20% of the total gross land area of a development site shall be landscaped and can include grass or ground cover for the calculation. The landscaped areas shall be located on the site in such manner as to maximize preservation of existing trees with priority given to specimen trees (if any exist). Such landscaping should not be on the airfield side of any hangar or building construction that is not accessible by the public.
3. Landscaping shall not block sight distance or pose a traffic hazard.

ATTACHMENT B

Parking:

1. Parking shall not be established or designated within the Air Operations Area.
2. All parking must be identified in site plan.

Aprons/Pavement:

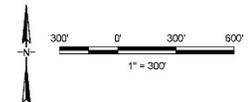
1. Taxi lanes shall be designed to comply with all design standards set forth in FAA Advisory Circular AC 150/5300-13A – Airport Design (or any other publication issued by the FAA to supersede AC 150/5300-13A). Gwinnett County Airport is an Airport Design Group (ADG) II airport. As such, standards used from AC 150/5300-13A shall meet the ADG II standards as a minimum (ADG III or ADG IV standards may be used at the tenant's discretion).
2. In addition to the hangar, an apron shall be designed so that any aircraft capable of being parked in the designed hangar can be pulled completely out of the hangar without encroaching on any adjacent taxiway(s) or taxilane(s) or blocking the ingress/egress of other aircraft.
3. Under no circumstances shall required apron/ramp areas encroach into the taxi lane or taxiway objective free area (TOFA) except for the entrance pavement.
4. Airside pavement shall have a compatible look and performance as to any airport taxi lanes/taxiways/apron to which it may abut. All leasehold pavements must be of sufficient quality and weight bearing capacity for the aircraft to be parked on the leasehold.
5. Landside pavement shall have a compatible look and performance as to any street/driveway pavement it shall abut.
10. All pavements shall be designed for a minimum 20 year life. Airside (pavements within the Airport Operating Areas) shall use FAA standards for the aircraft expected to be parked. Landside (pavements outside the Airport Operating Areas) shall meet equivalent axle load projections, or any other standard specified by the Gwinnett County Department of Transportation Director or his/her designee.
11. Any permitted airside access routes are to be a minimum of 12 feet wide.

ATTACHMENT C



**GWINNETT COUNTY AIRPORT - BRISCOE FIELD
LAWRENCEVILLE, GEORGIA**

DRAFT EXHIBIT



**GWINNETT COUNTY
DEPARTMENT OF FINANCIAL SERVICES – PURCHASING DIVISION
GENERAL INSTRUCTIONS FOR PROPOSERS, TERMS AND CONDITIONS**

I. PREPARATION OF PROPOSALS

- A. Each proposer shall examine the drawings, specifications, schedule and all instructions. Failure to do so will be at the proposer's risk.

- B. Each proposer shall furnish all information required by the proposal form or document. Each proposer shall sign the proposal and print or type his or her name on the schedule. The person signing the proposal must initial erasures or other changes. An authorized agent of the company must sign proposals.

- C. With the exception of solicitations for the sale of real property, individuals, firms and businesses seeking an award of a Gwinnett County contract may not initiate or continue any verbal or written communications regarding a solicitation with any County officer, elected official, employee or other County representative other than the Purchasing Associate named in the solicitation between the date of the issuance of the solicitation and the date of the final contract award by the Board of Commissioners. The Purchasing Director will review violations. If determined that such communication has compromised the competitive process, the offer submitted by the individual, firm or business may be disqualified from consideration for award. Solicitations for the sale of real property may allow for verbal or written communications with the appropriate Gwinnett County representative.

- D. Sample contracts (if pertinent) are attached. These do NOT have to be filled out with the bid/proposal submittal but are contained for informational purposes only. If awarded, the successful proposer(s) will be required to complete them prior to contract execution.

- E. Effective, July 1, 2013 and in accordance with the Georgia Illegal Immigration Reform Enhancements for 2013, an original signed, notarized and fully completed Contractor Affidavit and Agreement should be included with your bid/proposal submittal, if the solicitation is for the physical performance of services for all labor or service contract(s) that exceed \$2,499.99 (except for services performed by an individual who is licensed pursuant to Title 26, Title 43, or the State Bar of Georgia). Failure to provide the Contractor Affidavit and Agreement with your bid/proposal submittal may result in bid/proposal being deemed non-responsive and automatic rejection.

DELIVERY

- A. Each proposer should state time of proposed delivery of goods or services.

- B. Words such as "immediate," "as soon as possible," etc. shall not be used. The known earliest date or the minimum number of calendar days required after receipt

of order (delivery A.R.O.) shall be stated (if calendar days are used, include Saturday, Sunday and holidays in the number).

II. EXPLANATION TO PROPOSERS

Any explanation desired by a proposer regarding the meaning or interpretation of the request for proposals, drawings, specifications, etc. must be requested by the question cutoff deadline stated in the solicitation in order for a reply to reach all proposers before the close of the proposal. Any information given to a prospective proposer concerning a request for proposal will be furnished to all prospective proposers as an addendum to the invitation if such information is necessary or if the lack of such information would be prejudicial to uninformed proposers. The written proposal document supersedes any verbal or written communication between the parties. Receipt of addenda should be acknowledged in the proposal. **It is the proposer's responsibility to ensure that they have all applicable addenda prior to proposal submittal.** This may be accomplished via contact with the assigned Procurement Agent prior to proposal submittal.

III. SUBMISSION OF PROPOSALS

- A. Proposals shall be enclosed in a sealed package, addressed to the Gwinnett County Purchasing Office with the name and address of the proposer, the date and hour of opening, and the request for proposal number on the face of the package. Telegraphic/faxed proposals will not be considered. Any addenda should be enclosed in the sealed envelopes as well.
- B. ADD/DEDUCT: Add or deduct amounts indicated on the outside of the envelope are allowed and will be applied to the lump sum amount. Amount shall be clearly stated and should be initialed by an authorized company representative.
- C. Samples of items, when required, must be submitted within the time specified and, unless otherwise specified by the County, at no expense to the County. Unless otherwise specified, samples will be returned at the proposer's request and expense if testing does not destroy items.
- D. Items offered must meet required specifications and must be of a quality that will adequately serve the use and purpose for which intended.
- E. Full identifications of each item proposed, including brand name, model, catalog number, etc. must be furnished to identify exactly what the proposer is offering. Manufacturer's literature may be furnished.
- F. The proposer must certify that items to be furnished are new and that the quality has not deteriorated so as to impair its usefulness.
- G. Unsigned proposals will not be considered except in cases where proposal is enclosed with other documents that have been signed. The County will determine this.
- H. Gwinnett County is exempt from federal excise tax and Georgia sales tax with regard to goods and services purchased directly by Gwinnett County. Suppliers and contractors are responsible for federal excise tax and sales tax, including taxes for materials incorporated in county construction projects. Suppliers and contractors should contact the State of Georgia Sales Tax Division for additional information.

- I. Information submitted by a proposer in the proposal process shall be subject to disclosure after proposal award in accordance with the Georgia Open Records Act.

IV. **WITHDRAWAL OF PROPOSAL DUE TO ERRORS**

No proposer who is permitted to withdraw a proposal shall, for compensation, supply any material or labor or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn proposal was submitted.

To withdraw a proposal after proposal opening, the supplier has up to forty-eight (48) hours to notify the Gwinnett County Purchasing Office of an obvious clerical error made in calculation of proposal. Withdrawal of bid bond for this reason must be done in writing. Suppliers who fail to request withdrawal of proposal by the required forty-eight (48) hours shall automatically forfeit bid bond. Bid bond may not be withdrawn otherwise.

Proposal withdrawal is not automatically granted and will be allowed solely at Gwinnett County's discretion.

V. **TESTING AND INSPECTION**

Since tests may require several days for completion, the County reserves the right to use a portion of any supplies before the results of the tests are determined. Cost of inspections and tests of any item that fails to meet the specifications shall be borne by the proposer.

VI. **F.O.B. POINT**

Unless otherwise stated in the request for proposal and any resulting contract, or unless qualified by the proposer, items shall be shipped F.O.B. Destination. The seller shall retain title for the risk of transportation, including the filing for loss or damages. The invoice covering the items is not payable until items are delivered and the contract of carriage has been completed. Unless the F.O.B. clause states otherwise, the seller assumes transportation and related charges either by payment or allowance.

VII. **PATENT INDEMNITY**

The contractor guarantees to hold the County, its agents, officers or employees harmless from liability of any nature or kind for use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used in the performance of the contract, for which the contractor is not the patentee, assignee or licensee.

VIII. **BID BONDS AND PAYMENT AND PERFORMANCE BONDS (IF REQUIRED, FORMS WILL BE PROVIDED IN THIS DOCUMENT)**

A five percent (5%) bid bond, a one hundred percent (100%) performance bond, and a one hundred percent (100%) payment bond must be furnished to Gwinnett County for any proposal as required in the proposal package or document. **Failure to submit a bid bond with the proper rating will result in the proposal being deemed non-responsive.** Bonding company must be authorized to do business in Georgia by the Georgia Insurance Commission, listed in the Department of the Treasury's publication of companies holding certificates of authority as acceptable surety on Federal bonds and as acceptable reinsuring companies, and have an A.M. Best rating as stated in the insurance requirement of the solicitation. **The bid bond, payment bond, and performance bond must have the**

proper an A.M. Best rating as stated in the proposal when required in the proposal package or document.

IX. DISCOUNTS

- A. Time payment discounts will be considered in arriving at net prices and in award of proposal. Offers of discounts for payment within ten (10) days following the end of the month are preferred.
- B. In connection with any discount offered, time will be computed from the date of delivery and acceptance at destination, or from the date correct invoice or voucher is received, whichever is the later date. Payment is deemed to be made for the purpose of earning the discount, on the date of the County check.

X. AWARD

- A. Award will be made to the highest scoring responsive and responsible proposer according to the criteria stated in the proposal documents. The County may make such investigations as it deems necessary to determine the ability of the proposer to perform, and the proposer shall furnish to the County all such information and data for this purpose as the County may request. The County reserves the right to reject any proposal if the evidence submitted by, or investigation of, such proposer fails to satisfy the County that such proposer is properly qualified to carry out the obligations of the contract.
- B. The County reserves the right to reject or accept any or all proposals and to waive technicalities, informalities and minor irregularities in the proposals received.
- C. The County reserves the right to make an award as deemed in its best interest, which may include awarding a proposal to a single proposer or multiple proposers; or to award the whole proposal, only part of the proposal, or none of the proposal to single or multiple proposers, based on its sole discretion of its best interest.
- D. In the event scores rounded to the nearest whole number result in a tie score, the award will be based on lowest cost.
- E. In the event that negotiations with the highest ranked firm are unsuccessful the County may then negotiate with the second ranked firm and so on until a satisfactory agreement has been reached.

XI. DELIVERY FAILURES

Failure of a contractor to deliver within the time specified or within reasonable time as interpreted by the Purchasing Director, or failure to make replacements of rejected articles/ services when so requested, immediately or as directed by the Purchasing Director, shall constitute authority for the Purchasing Director to purchase in the open market articles/services of comparable grade to replace the articles/services rejected or not delivered. On all such purchases, the contractor shall reimburse the County within a reasonable time specified by the Purchasing Director for any expense incurred in excess of contract prices, or the County shall have the right to deduct such amount from monies owed the defaulting contractor. Alternatively, the County may penalize the contractor one percent (1%) per day for a period of up to ten (10) days for each day that delivery or replacement is late. Should public necessity demand it, the County reserves the right to

use or consume articles/services delivered which are substandard in quality, subject to an adjustment in price to be determined by the Purchasing Director.

XII. COUNTY FURNISHED PROPERTY

The County will furnish no material, labor or facilities unless so provided in the RFP.

XIII. REJECTION OF PROPOSALS

Failure to observe any of the instructions or conditions in this request for proposal shall constitute grounds for rejection of proposal.

XIV. CONTRACT

Each proposal is received with the understanding that the acceptance in writing by the County of the offer to furnish any or all of the commodities or services described therein shall constitute a contract between the proposer and the County which shall bind the proposer on his part to furnish and deliver the articles quoted at the prices stated in accordance with the conditions of said accepted proposal. The County, on its part, may order from such contractor, except for cause beyond reasonable control, and to pay for, at the agreed prices, all articles specified and delivered.

Upon receipt of a proposal containing a Gwinnett County "Sample Contract" as part of the requirements, it is understood that the proposer has reviewed the documents with the understanding that Gwinnett County requires that all agreements between the parties must be entered into via these documents. If any exceptions are taken to any part, each exception must be stated in detail and submitted as part of the proposal document. If no exceptions are stated, it is assumed that the proposer fully agrees to the "Sample Contract" in its entirety.

Any Consultant as defined in O.C.G.A. §36-80-28 that is engaged to develop or draft specifications/requirements or serve in a consultative role during the procurement process for any County procurement method, by entering into such an arrangement or executing a contract that the consultant agrees to: (1) Avoid any appearance of impropriety and shall follow all policies and procedures of the County (2) disclose to the County, any material transaction or relationship pursuant to §36-80-28, considered a conflict of interest, any involvement in litigation or other dispute, relationship or financial interest not disclosed in the ethics affidavit, when ethics affidavit is required or such that may be discovered during the pending contract or arrangement; and (3) Acknowledge that any violation or threatened violation of the agreement may cause irreparable injury to the County, entitling the County, to seek injunctive relief in addition to all other legal remedies. This requirement does not apply to confidential economic development activities pursuant to §50-18-72 or to any development authority for the purpose of promoting the development of trade, commerce, industry, and employment opportunities or for other purposes and, without limiting the generality of the foregoing, shall specifically include all authorities created pursuant to Title 36 Chapter 62; However, per provisions of subparagraph (e)(1)(B) of Code Section 36-62-5 reporting of potential conflicts of interest by development authority board members is required.

When the contractor has performed in accordance with the provisions of this agreement, Gwinnett County shall pay to the contractor, within thirty (30) days of receipt of any department approved payment request and based upon work completed or service

provided pursuant to the contract, the sum so requested, less the retainage stated in this agreement, if any. In the event that Gwinnett County fails to pay the contractor within sixty (60) days of receipt of a pay request based upon work completed or service provided pursuant to the contract, the County shall pay the contractor interest at the rate of ½% per month or pro rata fraction thereof, beginning the sixty-first (61st) day following receipt of pay requests. The contractor's acceptance of progress payments or final payment shall release all claims for interest on said payment.

XV. NON-COLLUSION

Proposer declares that the proposal is not made in connection with any other proposer submitting a proposal for the same commodity or commodities, and that the proposal is bona fide and is in all respects fair and without collusion or fraud. Each proposer, if included in proposal documents, shall execute an affidavit of non-collusion. Collusion and fraud in bid preparation shall be reported to the State of Georgia Attorney General and the United States Justice Department.

XVI. DEFAULT

The contract may be canceled or annulled by the Purchasing Director in whole or in part by written notice of default to the contractor upon non-performance or violation of contract terms. An award may be made to the next highest rated responsive and responsible proposer, or articles specified may be purchased on the open market similar to those so terminated. In either event, the defaulting contractor (or his surety) shall be liable to the County for costs to the County in excess of the defaulted contract prices; provided, however, that the contractor shall continue the performance of this contract to the extent not terminated under the provisions of this clause. Failure of the contractor to deliver materials or services within the time stipulated on his proposal, unless extended in writing by the Purchasing Director, shall constitute contract default.

XVII. TERMINATION FOR CAUSE

The County may terminate this agreement for cause upon ten days prior written notice to the contractor of the contractor's default in the performance of any term of this agreement. Such termination shall be without prejudice to any of the County's rights or remedies by law.

XVIII. TERMINATION FOR CONVENIENCE

The County may terminate this agreement for its convenience at any time upon 30 days written notice to the contractor. In the event of the County's termination of this agreement for convenience, the contractor will be paid for those services actually performed. Partially completed performance of the agreement will be compensated based upon a signed statement of completion to be submitted by the contractor, which shall itemize each element of performance.

XIX. DISPUTES

Except as otherwise provided in the contract documents, any dispute concerning a question of fact arising under the contract which is not disposed of shall be decided after a hearing by the Purchasing Director who shall reduce his/her decision to writing and mail or otherwise furnish a copy thereof to the contractor. The decision of the Purchasing Director shall be final and binding; however, the contractor shall have the right to appeal said decision to a court of competent jurisdiction.

XX. SUBSTITUTIONS:

Proposers offering and quoting on substitutions or who are deviating from the attached specifications shall list such deviations on a separate sheet to be submitted with their proposal. The absence of such a substitution list shall indicate that the proposer has taken no exception to the specifications contained therein.

XXI. INELIGIBLE PROPOSERS

The County may choose not to accept the proposal of one who is in default on the payment of taxes, licenses or other monies owed to the County. Failure to respond three (3) consecutive times for any given commodity may result in removal from the list under that commodity.

XXII. OCCUPATION TAX CERTIFICATE

Each successful proposer shall provide evidence of a valid Gwinnett County occupation tax certificate if the proposer maintains an office within the unincorporated area of Gwinnett County. Incorporated, out of County and out of State proposers are required to provide evidence of a certificate to do business in any town, County or municipality in the State of Georgia, or as otherwise required by County ordinance or resolution.

XXIII. PURCHASING POLICY AND REVIEW COMMITTEE:

The Purchasing Policy and Review Committee has been established to review purchasing procedures and make recommendations for changes; resolve problems regarding the purchasing process; make recommendations for standardization of commodities, schedule buying, qualified products list, annual contracts, supplier performance (Ineligible Source List) and other problems or requirements related to Purchasing. The Purchasing Policy and Review Committee have authority to place suppliers and contractors on the Ineligible Source List for reasons listed in the Gwinnett County Purchasing Ordinance.

XXIV. AMERICANS WITH DISABILITIES ACT:

All contractors for Gwinnett County are required to comply with all applicable sections of the Americans with Disabilities Act (ADA) as an equal opportunity employer. In compliance with the Americans with Disabilities Act (ADA), Gwinnett County provides reasonable accommodations to permit a qualified applicant with a disability to enjoy the privileges of employment equal to those employees without disabilities. Disabled individuals must satisfy job requirements for education background, employment experience, and must be able to perform those tasks that are essential to the job with or without reasonable accommodations. Any requests for reasonable accommodations required by individuals to fully participate in any open meeting, program or activity of Gwinnett County should be directed to Susan Canon, Human Relations Coordinator, 75 Langley Drive, Lawrenceville, Georgia 30046, 770-822-8165.

XXVI. ALTERATIONS OF SOLICITATION AND ASSOCIATED DOCUMENTS:

Alterations of County documents are strictly prohibited and will result in automatic disqualification of the firm's solicitation response. If there are "exceptions" or comments to any of the solicitation requirements or other language, then the firm may make notes to those areas, but may not materially alter any document language.

XXVII. TAX LIABILITY:

Local and state governmental entities must notify contractors of their use tax liability on public works projects. Under Georgia law, private contractors are responsible for paying a use tax equal to the sales tax rate on material and equipment purchased under a governmental exemption that is incorporated into a government construction project:

excluding material and equipment provided for the installation, repair, or expansion of a public water, gas or sewer system when the property is installed for general distribution purposes. To the extent the tangible personal property maintains its character (for example the installation of a kitchen stove), it remains tax-exempt. However, if the installation incorporates the tangible personal property into realty, e.g., the installation of sheetrock, it becomes taxable to the private contractor. See O.C.G.A. 48-8-3(2) and O.C.G.A. 48-8-63.

XXVIII. STATE LAW REGARDING WORKER VERIFICATION

Effective July 1, 2013 State Law requires that all who enter into a contract for the physical performance of services for all labor or service contract(s) that exceed \$2,499.99 (except for services performed by an individual who is licensed pursuant to Title 26, Title 43, or the State Bar of Georgia) for the County, must satisfy the Illegal Immigration Reform Enhancements for 2013, in all manner, and such are conditions of the contract.

The Purchasing Division Director with the assistance of the Performance Analysis Division shall be authorized to conduct random audits of a contractor's or subcontractors' compliance with the Illegal Immigration Reform Enhancements for 2013 and the rules and regulations of the Georgia Department of Labor. The contractor and subcontractors shall retain all documents and records of its compliance for a period of five (5) years following completion of the contract. This requirement shall apply to all contracts for all labor or service contracts that exceed \$2,499.99 except for services performed by an individual who is licensed pursuant to Title 26, Title 43, or the State Bar of Georgia.

Whenever it appears that a contractor's or subcontractor's records are not sufficient to verify the work eligibility of any individual in the employ of such contractor or subcontractor, the Purchasing Director shall report same to the Department of Homeland Security and may result in termination of the contract if it is determined at any time during the work that the contractor/or subcontractor is no longer in compliance with the Illegal Immigration Reform Enhancements for 2013.

XXIX. SOLID WASTE ORDINANCE

No individual, partnership, corporation or other entity shall engage in solid waste handling except in such a manner as to conform to and comply with the current Gwinnett County Solid Waste Ordinance and all other applicable local, state and federal legislation, rules, regulation and orders.

XXX. GENERAL CONTRACTORS LICENSE

Effective July 1, 2008: All General Contractors must have a current valid license from the State Licensing Board for Residential and General Contractors, unless specifically exempted from holding such license pursuant to Georgia law (O.C.G.A. Section 43-41-17).

XXIX. PRODUCTS MANUFACTURED IN GEORGIA

Gwinnett County, when contracting for or purchasing supplies, materials, equipment, or agricultural products that exceeds \$100,000.00, excluding beverages for immediate consumption, shall give preference as far as may be reasonable and practicable to such supplies, materials, equipment, and agricultural products as may be manufactured or

produced in this state. Such preference shall not sacrifice quality. Gwinnett County Board of Commissioners shall consider, among other factors, information submitted by the bidder which may include the bidder's estimate of the multiplier effect on gross state domestic product and the effect on public revenues of the state and the effect on public revenues of political subdivisions resulting from acceptance of a bid or offer to sell Georgia manufactured or produced goods as opposed to out-of-state manufactured or produced goods. Any such estimates shall be in writing. **(O.C.G.A. Section 36-84-1).**

XXXI. INDEMNIFICATION

To the fullest extent permitted by law, the Contractor shall, at his sole cost and expense, indemnify, defend, satisfy all judgments, and hold harmless the County, the engineer, and their agents and employees from and against all claims, damages, actions, judgments, costs, penalties, liabilities, losses and expenses, including, but not limited to, attorney's fees arising out of or resulting from the performance of the work, provided that any such claim, damage, action, judgment, cost, penalty, liability, loss or expense (1) is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom, and (2) is caused in whole or in part by the negligent acts, errors or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless whether such claim is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge or otherwise reduce any of the rights or obligations of indemnity which would otherwise exist as to any party or person described in this agreement. In any and all claims against the County, the engineer, or any of their agents or employees by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation contained herein shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any subcontractor under Worker's Compensation Acts, disability benefit acts, or other employee benefit acts.

XXXII. CODE OF ETHICS:

"Proposer/Bidder" shall disclose under oath the name of all elected officials whom it employs or who have a direct or indirect pecuniary interest in the business entity, its affiliates, or its subcontractors. The "Proposer/Bidder" shall execute a Code of Ethics affidavit. Failure to submit the affidavit during the bid or proposal process shall render the bid or proposal non-responsive.

The act of submitting false information or omitting material information shall be referred to the Purchasing Policy & Review Committee for action pursuant to the Purchasing Ordinance or to the District Attorney for possible criminal prosecution.

Any business entity holding a contract with Gwinnett County that subsequent to execution of the contract or issuance of the purchase order employs, subcontracts with, or transfers a direct or indirect pecuniary interest in the business entity to an elected official shall within five (5) days disclose such fact in writing under oath to the Clerk of the Board of Commissioners. Failure to comply shall be referred to the Purchasing Policy & Review Committee for action pursuant to the Purchasing Ordinance or to the District Attorney for possible criminal prosecution.

Note: See Gwinnett County Code of Ethics Ordinance E02011, Sec. 60-33. The ordinance will be available to view in its entirety at www.gwinnettcounty.com

XXXIII. PENDING LITIGATION:

A proposal submitted by an individual, firm or business who has litigation pending against the County, or anyone representing a firm or business in litigation against the County, not arising out of the procurement process, will be disqualified.

XXXIV. ELECTRONIC PAYMENT

Vendors accepting procurements should select one of Gwinnett County's electronic payment options.

- A. A vendor may select ePayables payment process which allows acceptance of Gwinnett County's virtual credit card as payment for outstanding invoices. The authorized vendor representative must send an email to: vendorelectronicpayment@gwinnettcounty.com and indicate the desire to enroll in Gwinnett County's virtual credit card payment process.
- B. A vendor may select Direct Deposit payment process and the payment will be deposited directly into an account at their designated financial institution. To securely enroll in Direct Deposit, either access your online [Vendor Login and Registration](#) on the County's web site and update the requested information on the Direct Deposit tab or mail a [Direct Deposit Authorization Agreement](#) form.

The County will send a Payment Advice notification via email for both payment types.

For more information about Electronic Payments, please go to the Treasury Division page on the County's Web Site or click here -> [Gwinnett County Electronic Payments](#).

DIRECTIONS TO GJAC BUILDING FROM I-85

Take I-85 to Georgia Highway 316 (Lawrenceville/Athens exit). Exit Highway 120 (Lawrenceville/Duluth exit) and turn right. At seventh traffic light, turn right onto Langley Drive. Cross Highway 29 through the traffic light and cross at the 4-way stop sign. The main public parking lot is on the left or behind the building, Click [Here](#), for additional information about parking. The Purchasing Division is located in the Administrative Wing.