

## **Macau International Airport Company Limited (“CAM”) Request for Proposal – A Fixed Base Operation for the provision of FBO Services**

Macau International Airport Company Limited (“CAM”), in Chinese “澳門國際機場專營股份有限公司”, and in Portuguese “CAM – Sociedade do Aeroporto Internacional de Macau S.A.R.L.”, invites the submission of proposals by qualified Proponents for the provision of “Fixed Base Operator” (“FBO”) Services to Business/General Aviation (BA/GA) at the Macau International Airport (“MIA” or “Airport”) in accordance with the Scope of Services as outlined in Section IV of this Request for Proposal (“RFP”).

The eventual Subconcessionaire will be granted the right to provide Subconcession Services under a subconcession contract of six (6) years. A list setting out the spaces and associated facilities that may be available to be used is included in Table 2 of Section I.

CAM expects that Proponents will present proposals that propose safe, efficient and quality Subconcession Services for users, so as to enhance overall airport operational and business environment at MIA. Proponents should be experienced, financially sound and be able to deliver Subconcession Services according to standards specified at MIA. The objectives for this RFP process include the following:

- Provide airport users with a wider selection of Subconcession Services;
- Facilitate the provision of quality customer service;
- Facilitate the safe, smooth and efficient operation of all our business partners;
- Maintain a high standard of safety procedures and practices;
- Ensure that qualified and experienced personnel are employed to provide the highest level of customer service possible;
- Ensure that operators use and maintain efficient and appropriate vehicles and equipment to undertake the operations.

To be considered for participation, **one original and eight hard copies of proposals (“Original” or “Copy” to be labelled on the covers as appropriate) plus an electronic copy (in pdf format)** with all information required by the RFP should be sent to the address below, **in a SEALED and OPAQUE envelope or package, to arrive and be received by CAM no later than 5:00pm (Macau local time) on 9<sup>th</sup> August, 2017.** The outside of the packages must clearly indicate the name of the project: **“Request for Proposal - A Fixed Base Operation for the provision of FBO Services at MIA” and the words “TO BE OPENED BY AUTHORIZED PERSONNEL ONLY”.** The name and address of the Proponent must also be clearly printed on the outside of the packages.

### **Mail/Hand Deliver responses to:**

Attn: Chairman of the Executive Committee  
Macau International Airport Company Limited (CAM)  
4<sup>th</sup> Floor, CAM Office Building,  
Avenida Wai Long, Taipa, Macau S.A.R.

**Late proposals will not be considered for selection and will be returned to Proponent(s).**



REQUEST FOR PROPOSALS

FOR

A FIXED BASE OPERATION FOR THE PROVISION OF FBO SERVICES AT

MACAU INTERNATIONAL AIRPORT

MACAU INTERNATIONAL AIRPORT (MIA)

24<sup>th</sup> May 2017

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## **SECTION I. DESCRIPTION OF EXISTING OPERATIONS AND FACILITIES**

### **1. Project Background – MIA and CAM**

**“CAM – SOCIEDADE DO AEROPORTO INTERNACIONAL DE MACAU, S.A.R.L.”**, named in Chinese **“澳門國際機場專營股份有限公司”**, and in English **“MACAU INTERNATIONAL AIRPORT COMPANY LIMITED”** is a private company incorporated on the 18<sup>th</sup> January 1989. By a Concession Contract dated 8<sup>th</sup> of March 1989 (as amended in 2001), the Government of the now Macau Special Administrative Region (“Macau”) has granted CAM the exclusive right to construct, manage, and operate the Macau International Airport (“MIA”) till 2039. The MIA development, financing, and marketing are the main responsibilities of CAM.

The Macau government is the major shareholder of CAM, with a 55.24% voting stake in the Company. Sociedade de Turismo e Diversões de Macau (STDM) has a 34.10% voting share, and the remaining shares are held by a number of shareholders. CAM is governed by a Board of Directors which includes government-appointed and shareholders-nominated members.

CAM vigorously promotes and markets MIA to the worldwide aviation community. Providing world-class service quality is a top corporate priority, and remains the cornerstone of CAM's continuing to improve services and facilities. CAM contracts, or grants subconcessions of most of airport operations and commercial activities to various specialized service providers in order to ensure efficient running of the airport to international standards.

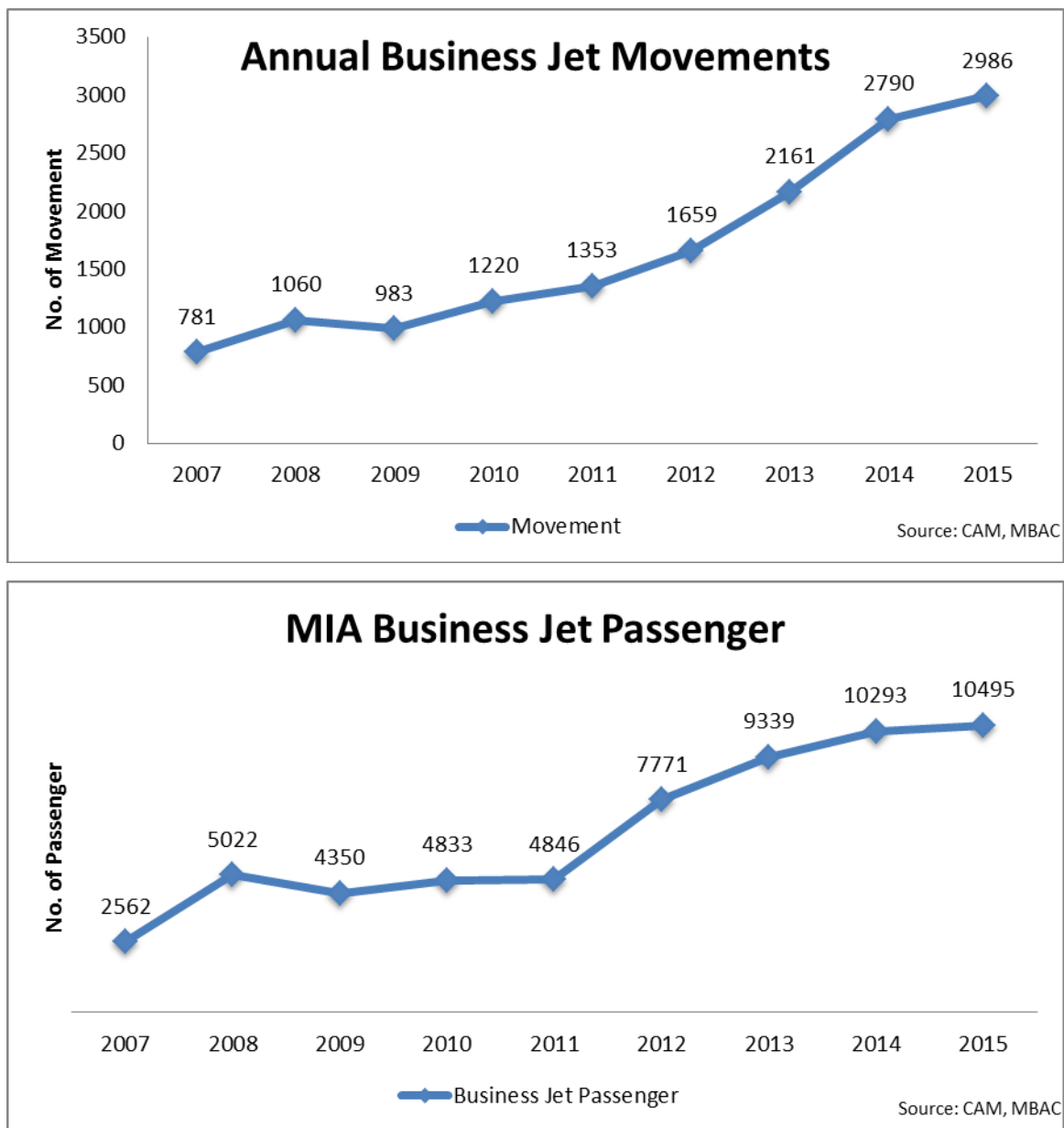
The FBO Services have been provided by the Macau Business Aviation Center Limited (“MBAC”) since November 22, 1996 at the Airport. Nevertheless, in line with its competitive and transparent business operating principles, CAM is enthusiastic about providing the FBO service opportunity to a second qualified firm for undertaking the Subconcession Services to enhance the high standards of quality, safety and efficiency at MIA.

### **2. Traffic Statistics of MIA**

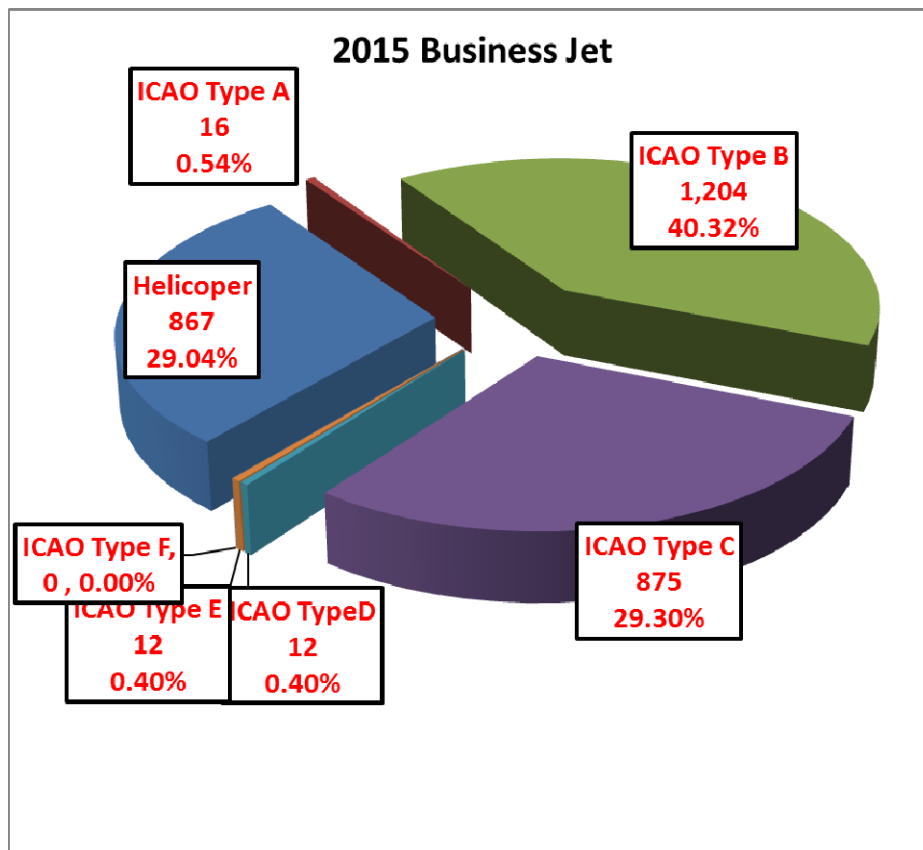
**The historical and forecast (if any) statistics and information presented in this document are for information only. CAM does not in any way assume any responsibility whatsoever for the completeness and accuracy of the statistics and information as they are estimates and for information purposes only subject to deviation, and are not guaranteed or warranted in any way. All proponents should conduct their own due diligence and make such investigation and inquiries as they consider necessary for the purpose of submitting a proposal. In particular, proponents are cautioned that the global airline and business/general aviation industry continues to experience significant changes and hence the forecasted figures may be affected by such changes. Proponents should take this into consideration when evaluating the estimates and business opportunity provided herein.**

General and business aviation aircrafts handled by the current FBO operator in MIA is almost entirely composed of business jets, including helicopters and some airline-sized aircraft which have been converted to corporate use. Historical activity levels have been shown in Table 1, below.

TABLE 1



Activity has increased substantially during the period 2007 to 2015, with an average annual growth rate in excess of 18.25%. Passenger loads have fluctuated somewhat but are generally in the range of between three and five persons.



\*Types of aircrafts as defined by ICAO Reference Code

ICAO Reference Code	
Code Letter	Wing Span
A	Up to but not including 15 m
B	15 m up to but not including 24 m
C	24 m up to but not including 36 m
D	36 m up to but not including 52 m
E	52 m up to but not including 65 m
F	65 m up to but not including 80 m

**Distribution of Business Aviation Traffic By  
Manufacturer: Jan - Dec 2015**

<b>BA Manufacturer</b>	<b>(%)</b>
Gulfstream	26.22%
Bombardier	23.34%
Hawker	2.34%
Dassault	5.06%
Airbus	2.55%
Boeing	3.92%
Others	36.57%
<b>Total</b>	<b>100.00%</b>

**Reminder: All Proponents should conduct their own due diligence and make investigation and inquires as they consider necessary for the purpose of submitting a proposal. In particular, Proponents are cautioned that the global airline and business/general aviation industry continues to experience significant changes.**

### **3. Information on Existing Facilities**

The company that currently provides FBO services at the Airport had constructed the FBO Building and associated facilities (including a hangar associated with the FBO Building), which reverted to CAM in May 2014 and are re-allocated for shared use by the existing and new subconcessionaires, and/or other users.

The existing FBO Building is a two story structure of executive office and terminal with a Maintenance and Storage Hangar adjacent to the building. The hangar is attached to the building and includes several workshops for maintenance personnel, parts storage, electronics shops, engine shops, accessory overhaul, tool cribs and other associated storage areas. The eventual Subconcessionaire is required to furnish the second floor of the FBO building and half the hangar to provide equal and fair access to the FBO Services by all business/general aviation users at the Airport. A lift has been installed by CAM at the FBO Building. The Subconcessionaire is also required to acquire adequate ground and GSE equipment (as depicted in the Macau International Airport Minimum Requirements for Services Providers of Fixed Base Operators) to provide business/general aviation ground handling services.

A list setting out the spaces and associated facilities that may be made available to the Subconcessionaire is included in Table 2 of this Section. The Subconcessionaire shall be obliged to use and pay the Occupancy Fees plus Management Fees (collectively “Property Usage Fees”) for these spaces and associated facilities as far as they are made available by CAM.

The Successful Proponent will be required to enter (or cause the “Proposed Contracting Company” hereinafter mentioned to enter) into a Subconcession Contract with CAM for the building space and associated facilities and right to provide the FBO Services.

\* CAM does not warrant the conditions of any buildings or facilities to be occupied and used



by the Subconcessionaire. The Subconcessionaire must accept them in the as-is conditions.

\* The arrangements, terms and conditions related to the occupancy and use of the various spaces and facilities may be different as considered appropriate by CAM in its discretion.

**Table 2 Property Usage Fees of 2016\***

Type of Space	Total Area Available**	Occupancy Fee /Month	Management Fee/Month***	Monthly Total
FBO Building (Second Floor)	693 m <sup>2</sup>	MOP443.54/m <sup>2</sup>	Occupancy Fee x 40% =MOP177.42/m <sup>2</sup>	MOP430,325.28
Half of Hangar associated with FBO Building (inclusive of workshop therein)	760 m <sup>2</sup>	MOP221.77/m <sup>2</sup>	Occupancy Fee x 20% =MOP44.36/m <sup>2</sup>	MOP202,254.24
Vehicle parking spaces	15 spaces	MOP443.54/space	Not Applicable	MOP6,653.10

\* The above table shows the Property Usage Fees of 2016. From 2017 (inclusive), the Property Usage Fees will be increased annually according to the previous year's annual General Consumer Price Index (CPI) increment as published by the Direcção dos Serviços de Estatística e Censos of the Macao SAR Government. Such increase for each year will take effect as from 1 January. For the avoidance of doubt, if the successful proponent starts using the spaces/facilities in 2017 or later, the Property Usage Fees applicable to the calendar year in which the usage begins will be those shown in the Table 2 PLUS the increase according to the above, and then the Property Usage Fees will continue to be increased annually according to the above for the subsequent calendar years.

\*\* Subject to availability and adjustment eventually confirmed by CAM.

\*\*\* These Management Fees include the water and electricity fees, and cleaning of the common areas (if any).

The Subconcessionaire should finalize its renovation and occupancy plans for the spaces eventually made available to it, and shall have sole responsibility for carrying out these plans at its own expense, subject to prior approval by CAM and the competent authorities.

**Annex to Section I:**

**Drawings of building space and associated facilities (For Reference Only)**





## SECTION II. SUBMISSION, SELECTION AND CONTRACTING PROCEDURES

### 1. General

All Proponents are required to study this RFP thoroughly and ensure full compliance with all the requirements and check carefully the prepared submissions for rectifying errors and omissions.

### 2. Schedule

Description	Date	Remark
Issue of RFP	24 May 2017	
Deadline for Pre-Registration for Site Visit	6 June 2017	Late pre-registration will NOT be considered
Site Visit	16 June 2017	Late attendance will NOT be considered
Deadline for Written Questions & Requests for Clarification	27 June 2017	Late submission will NOT be considered
Deadline for Submission of Proposal	9 August 2017	Late submission will NOT be considered

### 3. Minimum Qualification

CAM intends to have a company which will keep fulfilling the Macau International Airport Minimum Requirements for Services Providers of Fixed Base Operators as annexed to Section IV of this RFP to enter into the Subconcession Contract under this RFP as the Subconcessionaire. **Proponent shall confirm in the Form of Proposal that, notwithstanding anything to the contrary in its Proposal, the Fixed Base Operation and FBO Service to be provided by such company (“Proposed Contracting Company”), if selected by CAM, shall fully comply with the Macau International Airport Minimum Requirements for Services Providers of Fixed Base Operators in all aspects. Otherwise, its Proposal may be disqualified or rejected.**

Please also note that the eventual Subconcessionaire shall comply with the provision set out in point 11 of Section III of this RFP. It is reminded in particular that the Proponent (or any member thereof in case of the Proponent being a consortium or joint venture) shall not have any shareholder or beneficial owner (whether direct or indirect),

**member of the corporate administrative body or senior officer who is a shareholder or beneficial owner (whether direct or indirect), member of the corporate administrative body or senior officer of any other entity which carries out or is seeking to carry out at the Airport an activity similar to the Subconcession Activity or services similar to the Subconcession Services hereunder (for the present purpose, including but not limited to the following activities and services: FBO and Maintenance, Repair and Overhaul [MRO] services provided to Business/General Aviation, as well as ground handling services provided to airlines), which in the sole judgement of CAM may hamper competition; otherwise, CAM may in its sole discretion disqualify and reject the Proponent's Proposal. For example, any entity which submits a proposal to CAM for carrying out the similar activity or services referred to above whether before or after the Proponent submits its Proposal in response to the present Request for Proposals may, in the sole judgement of CAM, be considered an "other entity which... is seeking to carry out" the similar activity or services as described above, irrespective of whether CAM and that other entity eventually enter into any contract or not.**

**It is also drawn to the Proponents' particular attention that the General Manager of the eventual Subconcessionaire (i.e. the Full Time duty Manager mentioned in point 6. i. of the Macau International Airport Minimum Requirements for Services Providers of Fixed Base Operators) shall always be a person possessed of a minimum of three (3) years of recent working experience in FBO service at international airport(s).**

Subject to the above, the Proponent may submit a proposal in one of the following manners:

- The Proponent, being an existing corporation, may indicate itself as the Proposed Contracting Company (in Appendix B); or
- The Proponent, being an unincorporated consortium or joint venture composed of a number of members (even if composed of a number of companies of the same group), may indicate as the Proposed Contracting Company a corporation to be formed by these same members according to the shareholding structure pre-determined in the Proposal (in Appendix B).

Where applicable, the Proposal should describe to the satisfaction of CAM how the Proposed Contracting Company will take advantage of the enterprise image, reputation, experience and resources of its associated group of companies in order to develop the Subconcession Services at MIA.

Proponents must provide appropriate and sufficient details on themselves as legal entities and its parent company relationship and shareholding structure.

Proponents are reminded to provide sufficient information in their Proposal, including but not limited to evidence of the parent / subsidiary / associate company relationships involved

to the satisfaction of CAM, to demonstrate the fulfilment of the minimum qualification, failing which the Proposal may be considered non-responsive and may not be evaluated, and may be rejected, at CAM's sole discretion.

Notwithstanding the above, CAM reserves the right to decide at its sole discretion on the eligibility and evaluation of any Proponents and Proposals.

#### **4. Site Visit & Potential Proponents' Questions**

A site visit will be provided on 16<sup>th</sup> June 2017 at 11:00am (Macau local time) (Participants shall arrive no later than this time at the CAM Office Building, 4th Floor, Av. Wai Long, Taipa, Macau) to view the Macau International Airport (MIA) FBO Building and its associated facilities and the Apron. The site visit will include the locations that may be available under this RFP. No other site visits will be offered or conducted outside of the date stated above.

For security reasons, it is requested that the interested parties should complete and send the attached site visit registration form (Appendix F) with a photocopy of the current identification (e.g. Macau or Hong Kong identification card, or passport), in order to apply for a temporary airport access permit. Due to the limited space, each Proponent is requested to limit the attendance to not more than Three (3) representatives for the site visit. Attendees must bring along the originals of their identification documents submitted for registration so as to participate in the airport visit.

**The duly completed registration form (Appendix F) should be sent by FAX to (853)28785465, Mail or Hand Delivered to (please clearly label the fax or the envelope of the registration form as follows):**

Chairman of the Executive Committee  
Macau International Airport Company Limited (CAM)  
4<sup>th</sup> Floor, CAM Office Building,  
Av. Wai Long, Taipa, Macau

**Subject: Site Visit Registration – Request for Proposal –A Fixed Base Operation for the Provision of FBO Services**

**In connection with this RFP, the potential Proponents may raise queries in writing to be received by CAM by 27<sup>th</sup> June 2017. The questions should be sent by fax to (853)28785465, or mailed or hand delivered to (please clearly label the fax or the envelope and letter as follows):**

Chairman of the Executive Committee  
Macau International Airport Company Limited (CAM)  
4<sup>th</sup> Floor, CAM Office Building,  
Av. Wai Long, Taipa, Macau

**Subject : Potential Proponents' Questions regarding Request for Proposals - A Fixed Base Operation for the Provision of FBO Services**

Any queries, if deemed relevant and appropriate at the sole discretion of CAM, may be answered on the webpage devoted to this RFP at the website <http://www.camacau.com>.

## 5. Request for Proposal Documents

The bound proposal and its copies must include all of the following items and documents organized and tabulated in the following order, **and shall be written in English**. Each page of the proposal shall be initialled by the Authorized signing person(s) whose signature(s) appear on the cover letter and execution page of the Form of Proposal. The detailed documents requirements are outlined in the following and in Appendix A to E:

- (1). Cover Letter
- (2). Form of Proposal (refer to Appendix A)
- (3). Management Team Plan, Company Profile and Experience (refer to Appendix B)
- (4). Financial Proposal (refer to Appendix C)
- (5). Financial Statements & Pro-Forma Financial Statements (refer to Appendix D)
- (6). Business Plan (refer to Appendix E), including:
  - Implementation Plan
  - Customer Service and Quality Control
  - Service Delivery Plan and Quality Assurance Audit
  - Personnel and Training
  - Operating Program
  - FBO Building, Vehicles, Equipment and Other Spaces
  - Marketing Plan
  - Others (if any)
- (7). Opinion of Legal Counsel
- (8). Exceptions, if any
- (9). Other Information, if any

### • Cover Letter

This Cover Letter should be signed by the person(s) duly authorized to represent the Proponent (hereafter also the 'Authorized Person'). Signatures on the original Proposal shall be in original handwriting; facsimile or electronic signatures may be rejected. Each Proponent must indicate a return mailing address, contact person, telephone and fax numbers, and email address as well as any pertinent facts or details of the proposal, which the Proponent desires to emphasize.

### • Opinion of Legal Counsel

The Proponents shall obtain a statement from a legal counsel qualified to practise in the jurisdiction where the registered office is located, and in the jurisdiction where the central administration and the principal place of business are located (if different from the former jurisdiction), indicating whether or not any litigation is pending or contemplated that could affect the Proponents' ability to execute /fulfil their proposals.

### • Exceptions

Proponents should include a list of exceptions, if any, to the requirements of this RFP and Appendixes. The Proponent must state all such exceptions on a separate page labelled "Exceptions." Identify the requirement, nature of the exception and explanation. If no deviations are identified and the Proponent's proposal is accepted, the Proponent shall conform to all of the requirements specified herein.

### • Other Information

The Proponent should provide any other information that is required by this RFP and any other information that it believes would be helpful in evaluating the Proponent's ability to

successfully develop and operate the business.

**NOTE: ONE ORIGINAL, EIGHT HARD COPIES AND ONE ELECTRONIC COPY (IN A PDF DOCUMENT) OF THE PROPOSAL MUST BE SUBMITTED TO CAM.**

#### **6. Withdrawal of Proposal(s)**

Proposals may be withdrawn by written request of the Proponent prior to the Deadline for the Submission of Proposals stated in point 2 of Section II above. After the Deadline for Submission of Proposals, no Proponent will be allowed to withdraw its proposal for a period of three hundred and thirty (330) calendar days counted from the Deadline for Submission of Proposals.

#### **7. Execution of Subconcession Contract**

Within one hundred and eighty (180) calendar days after notifying the selected Proponent of the selection, the Proposed Contracting Company (as has been indicated by the selected Proponent) will execute and enter into a Subconcession Contract with CAM, with the terms and conditions agreed upon by both parties to the Subconcession Contract. The Subconcession Contract will incorporate provisions of this RFP, as well as other terms and conditions to be negotiated between parties.

#### **8. Failure to enter into Contract**

If, for any reason, CAM and the Proposed Contracting Company fail to execute and enter into the Subconcession Contract within one hundred and eighty (180) calendar days after the notification of selection, CAM reserves the right to cancel and annul the notification of the selection and reject the Proposal of the selected Proponent. The Proponent and the Proposed Contracting Company will have no right to any claim of any kind against CAM, such as any right of recovery of costs or others.

#### **9. CAM's Right to Cancel, Reject or Reissue RFP**

CAM reserves the right to cancel, reject or reissue this RFP and also to invite new Proponents, or take such other course of action as CAM deems appropriate at its sole and absolute discretion. CAM reserves the rights to:

- Waive any non-compliance in any proposals or proposing procedure.
- Reject or cancel any or all proposals.
- Reissue the RFP with or without modifications.
- Specify approximate commercial space in the RFP.
- Approve or modify the locations and sizes of the offered space.
- Negotiate all elements relevant to this RFP.

#### **10. Selection and Rejection**

It is CAM's intent to select the best overall proposal submitted by a qualified and responsible Proponent in CAM's sole discretion based on the Evaluation Criteria listed in Section V. CAM is not required to select the Proponent's proposal with the highest



proposed commission or the highest projected compensation to CAM. Neither the highest nor any Proposal will necessarily be accepted. Any implication that any Proposal at all will be accepted is hereby expressly negated. CAM reserves the right to accept the Proposal which it deems most advantageous, and reserves the right to reject any or all Proposals for any reason or without stating any reason.

Without prejudice to the above, any one or more of the following justifications, among others, may be considered sufficient for the rejection of a Proponent's proposal, regardless of Proponent's qualifications in respect to other Evaluation Criteria (Section V):

- Evidence of collusion among Proponents.
- Non-responsive proposals, as determined by CAM in its sole judgment, as shown by past work, references or other relevant factors.
- Default on any obligation to CAM or any Macau Government entity.
- Submission of a proposal that is incomplete, conditional, ambiguous, obscure, or that contains alterations or irregularities of any kind.
- Evidence of improper lobbying efforts toward members of CAM and/or employees of CAM.

Proposals which contain exceptions to the requirements of this RFP (including Appendixes) or otherwise fail to conform to the Instructions in the RFP may be disqualified or rejected. Anything to the contrary herein notwithstanding, CAM may elect to retain for consideration Proposals which are non-conforming, and may waive any non-compliance, irregularity, error, or time stipulation required by the RFP. The stipulations herein are for the sole benefit of CAM and may be waived by CAM unilaterally.

CAM reserves the right to clarify any Proposal or negotiate with any Proponent or with another Proponent or Proponents concurrently. In no event shall CAM be required to offer or propose any modified terms to other Proponents. CAM shall incur no liability to any other Proponents as a result of such clarifications, negotiations or modifications.

Notwithstanding anything to the contrary, CAM reserves the right to add or remove Proponents at its sole discretion. CAM also reserves the right not to accept any Proposal submitted, and may seek additional or further Proposals from any other party or parties.

## **11. Consent to Investigation**

CAM's determination as to whether a Proponent is qualified and responsive will be based on information provided by the Proponent in its proposal, interviews (if applicable) and other sources deemed to be valid by CAM. The Subconcession Contract will not be entered into until all investigations of the Proponent's business experience, financial responsibility and character that CAM deems necessary are completed. By submitting its proposal, the Proponent expressly agrees to permit and cooperate with such investigations.

## **12. Proponent Interview**

Proponents may be required to attend one or more interviews with CAM to discuss specific issues and to provide any clarifications related to the proposal. CAM will

determine dates and times of such interviews and Proponents will be given due notice of such at the appropriate time.

### **13. Proponent's Cost of Proposal Preparation**

All costs incurred by a Proponent in the preparation of a proposal (including costs associated with interviews) will be borne exclusively by the Proponent. CAM is not responsible for any costs associated with any proposal submission.

### **14. Ownership**

Once submitted, all proposals and supplementary materials will become the property of CAM, and will not be returned to Proponents.

### **15. Selection and Execution of Subconcession Contract Subject to Approval**

The selection of a proposal and the execution of and entry into a Subconcession Contract under this RFP are **subject to the approval of CAM and the Macau Government.**

CAM reserves the right to cancel and annul the notification of selection at its sole discretion before the execution of the Subconcession Contract.

### **16. Representation by Brokers**

CAM will not be responsible for any fees, expenses or commissions for brokers or their agents. Communications by or between employees of or consultants to CAM and any potential or actual Proponent broker or agent are not to be construed as an agreement to pay, nor will CAM pay any such fees, expenses or commissions. The Proponent must hold CAM harmless from any claims, demands, actions or judgments in connection with such broker fees, expenses or commissions.

### **17. Disclaimer**

The information contained in this RFP and Appendixes hereto are provided to assist prospective Proponents in the preparation of a proposal. CAM assumes no responsibility for the use of this information by Proponents or any other persons and does not guarantee the accuracy of the information.

This RFP does not constitute an offer. No agreement shall result upon the submission of Proposals or the notification of selection of Proponent/proposal. CAM shall not be under any obligation to enter into any agreement with anyone in connection with this RFP and any responses received. CAM may cancel and/or reissue this RFP in whole or in part at any time. CAM will not have any obligation to anyone in connection with this RFP except only the Subconcessionaire, if any, with whom CAM has executed and delivered an agreement in writing, approved by CAM's management and the Macau Government.

### **18. Confidentiality**

Each Proponent undertakes to keep any information exchanged in the context of the present RFP strictly confidential, refraining from any use thereof outside this context either to their own benefit or to the benefit of third parties, regardless of the purpose

thereof, except where the information in question has been requested by competent public authorities, in which case such information may be provided thereto with prior notification to CAM.

This obligation of the Proponents shall remain in place for three years as from the date whereupon the present procedure is opened.

The Proponents are liable for any damages arising from intentional or negligent non-compliance with those obligations referred to above regarding the use of the information exchanges, as well as for the confidentiality and use of the aforementioned information by any of their employees.

## **19. Pre-contractual Position**

No pre-contractual position is or may be created by this RFP or its related documents.

## **20. Interpretation of the RFP and Jurisdiction**

The validity, construction, interpretation and enforcement of this RFP and any document or agreement contemplated herein and all rights, remedies, powers, obligations and liabilities hereunder shall be governed by the laws of Macau.

CAM reserves the ultimate right to make any final and conclusive decision on all matters in relation to this RFP, including but not limited to its interpretation and implementation and the application of the provisions therein.

All conflicts arising from the RFP or its related documents shall be brought exclusively to the Courts of Macau.

## **21. Addenda to RFP Documents**

CAM may issue additional information, clarifications or modifications of the RFP documents by written Addendum. All written Addenda issued by CAM before the Deadline for Submission of Proposals shall be published on the webpage devoted to this RFP at the website <http://www.camacau.com>. All Addenda shall automatically be deemed as incorporated into and become part of this RFP.

## SECTION III. KEY BUSINESS TERMS AND GENERAL CONDITIONS

Without prejudice to any other provisions to be included in the Subconcession Contract to be executed by CAM and the eventual Subconcessionaire, the terms and conditions specified below shall be applicable, pursuant to the Subconcession Contract to be executed and unless otherwise agreed in writing therein by the contracting parties:

### 1. Term of Subconcession

#### ➤ Term

The term of the Subconcession Contract will be six (6) years i.e. the Subconcession Contract will expire six (6) years after its signing.

#### ➤ Operation Commencement Date

In any event, if the Subconcessionaire does not start operating the FBO Services within six (6) months after the signing of the Subconcession Contract, CAM reserves the right to immediately terminate the Subconcession Contract at no cost for CAM, without prejudice to any of its other claims.

### 2. Consideration Payable to CAM

#### ➤ Commission

Proponent's Proposal will set out their bids in Appendix C. Financial Proposal of the Form of Proposal as to the **commission** payable by the Subconcessionaire to CAM (in addition to the Property Usage Fees) under the Subconcession Contract, based on

Percentage Fees (to be quoted/bid by Proponents – see Appendix C of the Form of Proposal) of annual Total Sales. The Percentage Rate cannot be lower than **6% of Total Sales**.

**NOTE: If the bid of the Percentage Rate is lower than the minimum rate stated above, the Proposal may be disqualified/rejected.**

#### ➤ Property Usage Fees

In addition, the Subconcessionaire will be required to pay CAM **Property Usage Fees (Occupancy Fees plus Management Fees)** specified in Table 2 of Section I throughout the term.

### 3. Insurance Requirements

The Subconcessionaire shall take out and maintain effective all insurances required by CAM and all the other insurances considered mandatory in accordance with the laws of Macao, at all times and to the satisfaction of CAM. All insurance policies must include CAM, other persons and entities to be designated by CAM, and MIA as the insured with a clause of cross liability jointly covering them. - For reference, an airport operators' liability insurance policy with the following sections and amounts of indemnity will be required at least:

Section 1 Premises	USD20,000,000	any one accident
Section 2 Hangarkeepers	USD20,000,000	any one accident
Section 3 Products	USD20,000,000	any one accident and in the aggregate arising out of all accidents occurring during the policy period

The Subconcessionaire shall provide CAM with the updated insurance policies and receipts before commencing any operation and thereafter before the date of maturity of each policy or upon any change thereto, as well as upon demand by CAM at any time, in order to evidence to the satisfaction of CAM that the Subconcessionaire fully complies with the Insurance Requirements.

CAM may from time to time assess and review the types and limits required of such insurances.

### 4. Bank Guarantee

The Subconcessionaire will be required to provide an irrevocable Bank Guarantee on first demand in the amount to be determined by CAM, issued in favour of CAM by a reputable bank established in Macau and previously approved by CAM. The Bank Guarantee shall be held as a security deposit by CAM for the duration of the Subconcession Contract and through to at least 30 days after the reversion to CAM of the spaces and facilities used by the Subconcessionaire hereunder, for securing performance of all the obligations of the Subconcessionaire. The Bank Guarantee, if applied at any time to secure performance of the Subconcessionaire's obligation, shall always be restored by the Subconcessionaire to the value required. The Bank Guarantee will be required upon the execution of the Subconcession Contract.

### 5. Subconcessionaire's Undertakings

The Subconcessionaire shall be required to undertake, among other things, to:

- a) have in place all of its facilities and equipment, as approved by CAM, ADA (the airport operation service provider), and the competent public authorities (especially the Civil Aviation Authority of Macao SAR, "AACM"), and be in operation within six (6) months after the signing of the Subconcession Contract;
- b) guarantee that the Subconcession Services will be provided twenty-four (24) hours a

- day and every day of the year, including emergency operations;
- c) ensure that all of its personnel have been fully trained and complied with the security and safety requirements set out by CAM, ADA, MIA and/or the competent public authorities (especially AACM) by the time stipulated in a) above;
  - d) conduct its operations in a professional manner acceptable to CAM and to provide the optimum level of service to its business/general aviation customers;
  - e) abide by all Regulations, Rules, Policies and Directives set out by CAM, ADA, MIA and/or the competent public authorities (especially AACM) and the Macau International Airport Minimum Requirements for Services Providers of Fixed Base Operators (“MIA Minimum Requirements for FBO”) as may be amended by CAM from time to time, and at the Subconcessionaire’s own expenses comply with and participate in all efforts towards reduction of greenhouse gas emissions, environmental certifications or programmes in which MIA participates or initiates;
  - f) ensure in place all approvals, certifications, licenses, authorizations and the like as required and according to the laws and regulations as applicable to the Subconcessionaire’s activities, especially those in MIA and Macao SAR.

## **6. Investment**

The Subconcessionaire shall have sole responsibility for making investment in facilities and acquisition of equipment at its own cost, subject to CAM’s approval, to guarantee the adequacy and quality standards of the Subconcession Activities.

## **7. Maintenance and Upkeep of Facilities**

The subconcession areas will be handed over to and shall be accepted by the Subconcessionaire on an AS-IS condition. CAM does not warrant the conditions of the subconcession areas. The Subconcessionaire shall be responsible for all build-out and fit-out within the subconcession areas, and shall carry out maintenance and upkeep of the interior of the facilities including but not limited to the floor, cables and wirings, interior plaster, walls, ceilings, fixtures and the like, to ensure the facilities to be in good, clean and proper conditions. CAM will be responsible for the exterior and structure of the buildings where the facilities are located.

## **8. Security Screening**

The Subconcessionaire shall at its own cost employ the security company authorized to provide security service at the Airport (currently “SEMAC”) to implement the applicable security measures, particularly security screening. Unless otherwise determined by CAM, the security company will use common-use security screening equipment located on the ground floor of the FBO building to carry out the security screening on passengers and baggage etc. entering the airside.

## **9. Non-Exclusivity**

The Subconcession Contract shall not confer or grant to the Subconcessionaire any exclusive rights. CAM is entitled to operate the services by itself, and also to grant the right to operate the services to any other operators.

## **10. Non-Transferability and Sub-contracting**

- a) The Subconcessionaire's contractual position is non-transferable to any third parties.
- b) The Subconcession Services may only be sub-contracted, whether fully or partially, if previously authorized by CAM in writing, subject to prior approval from the Concession Grantor.

## **11. Fair Competition**

The Subconcessionaire shall warrant and undertake that it or its personnel shall not have any agreement or arrangement, whether written or spoken, with any other person or entity or their personnel who carry out at the Airport an activity similar to the Subconcession Activity or services similar to the Subconcession Services hereunder, with the object or effect of preventing, falsifying or restricting competition.

The Subconcessionaire shall not have any shareholder or beneficial owner (whether direct or indirect), member of the corporate administrative body or senior officer who is a shareholder or beneficial owner (whether direct or indirect), member of the corporate administrative body or senior officer of any other entity which carry out at the Airport an activity similar to the Subconcession Activity or services similar to the Subconcession Services hereunder (for the present purpose, including but not limited to the following activities and services: FBO and Maintenance, Repair and Overhaul [MRO] services provided to Business/General Aviation, as well as ground handling services provided to airlines), unless with CAM's prior written consent.

Any breach of such provision may entitle CAM to immediately terminate the Subconcession Contract, and the Subconcessionaire shall have no right to any compensation or indemnification whatsoever.

## **12. Management Team**

The eventual Subconcession Contract will include provisions aimed to ensure that personnel with experience and qualification comparable (in the sole opinion of CAM) to what is proposed in the selected proponent's Management Team Plan in its Proposal will be employed by the Subconcessionaire at all times, during the Term of the Subconcession Contract, to perform the respective key responsibilities and duties.

For this purpose, taking the selected Proposal into consideration, CAM will draw up and elaborate such provisions at its sole discretion to provide for the requirements, not lower than what is required in the MIA Minimum Requirements for FBO, on the experience, qualification and/or others of the relevant management team members of the FBO. For

the avoidance of doubt, CAM may at its sole discretion disqualify the selected proponent in the event of the selected proponent's failure to accept such provisions drawn up by CAM.



## SECTION IV. SCOPE OF SUBCONCESSION SERVICES

### 1. General Scope of Subconcession/FBO Services

The Subconcessionaire is to provide equal and fair access to the FBO Services for business/general aviation users at the Airport. The Minimum Scope of Services and Requirements are set out in the MIA Minimum Requirements for FBO annexed to this Section.

Proponents can offer to provide additional services, not included in the Minimum Scope of Services, in **Part 1 (Implementation Plan) of Appendix E**. CAM will review the Proposals and determine the additional services to be provided.

**NOTE:** According to the “*Macau International Airport Minimum Requirements for Services Providers of Fixed Base Operators*”, an FBO shall not subcontract any FBO services or other services that it is authorized or required to provide without the prior written approval of CAM.

Each FBO shall also meet the minimum ramp capability of handling Business/General Aviation (BA/GA) aircraft of ICAO A, B and C classes with the respective most updated aircraft wing span classification. FBO can subcontract these ramp assistance services of handling Business/General Aviation (BA/GA) aircraft above ICAO C class with the respective most updated aircraft wing span classification with the prior written approval of CAM.

And the FBO shall have the capability to provide the minor aircraft line maintenance services or can subcontract these services to a FBO or MRO operator approved by AACM.

### 2. Quality Standards

It is imperative that the Proponent provide details of their service delivery standards and quality assurance programs as they relate to the handling of business/general aviation aircraft and passengers. In particular, CAM expects the Subconcessionaire to promptly investigate all service complaints received by it or CAM, ADA or AACM and to develop and implement remedial measures to minimize the potential for recurring incidents.

The following illustrates the minimum quality standards expected by CAM:

#### a) FBO Personnel

Personnel must be fully trained to provide a high level of customer service to ensure that airport business/general aviation customers receive exceptional service. Standards and procedures should be developed and adhered to in order to achieve consistency in addressing customer concerns.

All personnel will require Airport Access Passes for access to airport restricted area.

All personnel will be uniformly attired in company uniform with clearly affixed company identification.

All personnel must be neat in appearance, well groomed and conduct themselves in a professional manner that reflects favourably on the overall image of the Airport.

For more details of staffing requirements, please refer to the MIA Minimum Requirements for FBO (Fixed Base Operator).

#### **b) FBO Equipment and Vehicles**

All equipment and vehicles will be standard in appearance, clean and painted in the company colours with an easily identifiable company logo and Airport Vehicle Identification affixed.

All aircraft servicing and ground handling equipment will be mechanically sound. Regular inspections and preventive maintenance will be conducted and recorded.

All equipment and vehicles will be properly stored in the appropriate location designated by CAM, when not being used to service customers.

All equipment and vehicles will be operated in a safe and conscientious manner. It is mandatory that all operators adhere to MIA's airside traffic rules and regulations.

Wherever possible, equipment and vehicles should be powered electrically so as to minimize environmental pollution and air quality concerns.

#### **c) Safety**

All personnel will complete MIA's Traffic Rules and Regulation Licensing training and obtain a Driver Permit for driving in airport restricted area. Records of training and refresher courses should be maintained.

All personnel will perform their duties in a safe and conscientious manner. Apron personnel must assist in maintaining a safe work environment and will, where possible, reduce the potential for creating FOD ("Foreign Object Debris").

At least one employee must be designated as a Safety Manager and will be responsible for ensuring that all personnel comply with all safety programs, including but not limited to those of the MIA. There must be no breach of safety regulations.

A representative of the company is expected to attend all Airport Safety Committee meetings, major disaster exercises and table top exercises.

The handling and loading of dangerous goods must be conducted in accordance to all applicable Macau laws and regulations.

The Subconcessionaire must initiate appropriate and expedient measures for all spills.

#### **d) Passenger Handling**

FBO passenger handling facilities and other passenger areas must be maintained in a neat and tidy manner at all times.

Personnel must be fully trained in all aspects of providing passenger processing services. This includes, but is not limited to, attending to passengers requiring special attention, providing language assistance, local business, tourist, entertainment, flight and ground transportation information.

Aircraft and passenger must be handled and serviced in a timely and efficient manner to minimize the potential for delays and complaints.

#### **e) Aircraft Arrival and Departure**

The Subconcessionaire is expected to facilitate the safe and secure arrival of aircraft. This would include ensuring that the arrivals area is free of FOD, that aircraft have the necessary clearance and any other activities that will assist aircraft. FBO handling personnel and equipment must be ready to ensure a smooth transition for the passengers from the aircraft to the FBO building.

Interior cleaning and grooming will be carried out in the manner and level prescribed by the business/general aviation customer.

For departing aircraft, the Subconcessionaire will be expected to facilitate the safe and expedient departure of aircraft. This would include ensuring that the apron is free of FOD, that the departures area is clear of vehicles and equipment, and the provision of other activities that will assist the aircraft with departure.

### **3. Quality Services Plan and Quality Assurance Audit**

One of CAM's primary objectives is to ensure that a high level of customer service is provided and maintained for all users of the Airport. An important part of providing FBO Services is ensuring that handling services meet and exceed business/general aviation customer standards and expectations. Proponents are requested to provide, in detail, a service delivery plan that will govern their operation at this Airport. Proponents are asked to provide specific details under each of the categories outlined in Part 3 of Appendix E. In addition, to provide some assurance that the FBO Services being offered are maintained at a high service level, the Subconcessionaire will be required to self-administer a monthly quality assurance audit and report the results to CAM. CAM will conduct periodic reviews to verify information provided by the FBO. Each Proponent will be required to provide details on how it will formulate and conduct such an audit based on the categories outlined in Part 3 of Appendix E.

#### **Annex to Section IV:**

#### **MIA Minimum Requirements for FBO**



# **MACAU INTERNATIONAL AIRPORT**

## **MINIMUM REQUIREMENTS FOR SERVICES PROVIDERS OF FIXED BASE OPERATORS (FBO)**

**ADOPTED BY MIA: 24<sup>th</sup> May 2017**

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## **Introduction and Policy Statement**

**CAM - Sociedade do Aeroporto Internacional de Macau, SARL (CAM)** as the owner and operator of Macau International Airport, has established these Minimum Requirements applicable to any Person / Organization providing or seeking to provide Business/General Aviation (BA/GA) Services of Fixed Base Operator (FBO) at Macau International Airport. These Minimum Requirements do not apply to air carrier operations that use the Passenger or Cargo Terminal. These Minimum Requirements were developed taking into consideration the role of the Macau International Airport for ensuring that high quality in Business Aviation services are made available to the public.

CAM has adopted these Minimum Requirements in order to promote the safe and efficient BA/GA operation of the Airport; to enhance the growth of BA/GA traffic of the Airport; to protect BA/GA Airport users from unlicensed and unauthorized products and services; to maintain and enhance the availability of adequate BA/GA Services for all Airport users; to conform to applicable laws and regulations of Civil Aviation Authority – AACM; to comply with assurances made under CAM's Concession Contract with Macau SAR government; and to promote opportunities to provide BA/GA Services at the Airport on fair and reasonable terms, without unjust economic discrimination.

These Minimum Requirements are intended to be the threshold entry and on-going service requirements for those Persons/Organization seeking to provide BA/GA Services at the Airport to the public, and are intended to apply objectively and without unjust discrimination to all similarly situated on-Airport FBO. CAM has determined that the requirement that all FBO at the Airport must meet these Minimum Requirements is in the public interest.

These Minimum Requirements are established based upon the conditions existing at the Airport, the existing and planned facilities at the Airport, and the current and future aviation role of the Airport. The application of these Minimum Requirements, including the minimum levels of service that must be offered by FBO, relates primarily to the public interest in discouraging substandard service providers, thereby preserving the financial integrity of Airport businesses and protecting Airport patrons.

In the event of a direct conflict between these Minimum Requirements and any agreement entered into prior to the Effective Date, the agreement shall govern to the extent of such conflict. The Minimum Requirements are not intended to alter or change rights of any party under any agreement in effect prior

to the Effective Date (a “pre-existing agreement”); provided, however, that if any pre-existing agreement requires the party to such agreement to comply with CAM’s Minimum Requirements for Business/General Aviation (BA/GA) Service, as they may be amended from time to time, then these Minimum Requirements shall be incorporated into such pre-existing agreement as a result of such provision. These Minimum Requirements shall apply to any agreement or extension of the term of any pre-existing agreement entered into between CAM and an Operator after the Effective Date, and in the event of any direct conflict between such agreement and these Minimum Requirements, shall prevail.

## **Definitions**

“CAM” shall mean CAM - Sociedade do Aeroporto Internacional de Macau, SARL.

“AACM” shall mean the Civil Aviation Authority of Macau SAR.

“MIA” shall mean Macau International Airport.

“SMG” shall mean Macao Meteorological and Geophysical Bureau.

“**Business/General Aviation**” (“BA/GA”) shall mean business aviation (*aviação executiva*) and general aviation (*aviação geral*) as defined under *Regulamento Administrativo n.º 10/2004* as amended from time to time and, for the purpose of this document of Minimum Requirements, also include aerial work (*trabalho aéreo*) as defined under *Regulamento Administrativo n.º 10/2004* as amended from time to time, as well as all helicopter operations, excluding military operations.

“**Minimum Requirements**” shall mean these requirements, as amended or modified by CAM from time to time, as to be met as a condition for the right to provide Business/General Aviation (BA/GA) Services of Fixed Base Operator (FBO) at Macau International Airport.

“**Aircraft**” shall mean any contrivance now known or hereafter designed, invented or used for powered or non-powered flight in the air. For the purpose of this definition a helicopter is included but an ultralight vehicle is not included.

“**Aircraft Rental or Leasing Services**” shall mean one or both of the following: (a) the rental or hire of Aircraft to the public without any particular pattern or regularity with respect to the individual user; or (b) the lease of Aircraft to a customer or customers under a contract for a pre-stated block or interval of time of not less than 100 hours per annum where the Aircraft is committed to the use of such customer under a predetermined arrangement, as distinguished from the rental of Aircraft to the public.

“**Aircraft Sales Services**” shall mean the sale of new and/or used Aircraft through franchises or licensed dealership or distributorship (either on a retail or wholesale basis) of an Aircraft manufacturer, or



otherwise; and provision of such repairs, services and parts as necessary to meet any guarantee or warranty on new or used Aircraft sold by such Operator.

**“Airframe and Engine Maintenance and Repair Services”** shall mean providing maintenance, repair, rebuilding, overhaul, alteration or inspection of the airframe, engine(s) and accessories of an Aircraft.

**“Airport”** (“MIA”) shall mean Macau International Airport (MFM), and all of the property, buildings, facilities and improvements within the exterior boundaries, as may be extended, enlarged or modified from time to time.

**“Airport Security Program”** shall mean those procedures, programs and rules established, implemented and maintained for security purposes of the Airport pursuant to rules and regulations of the AACM and Airport Director, including, without limitation, the Airport’s security program.

**“Apron”** or **“Ramp”** shall mean that area of the Macau International Airport designated for the loading, unloading, servicing or parking of Aircraft.

**“Board”** shall mean the Board of Directors of CAM - Sociedade do Aeroporto Internacional de Macau, SARL (CAM).

**“Commercial”** shall mean that which relates to the exchange, trading, buying, hiring or selling of commodities, goods, services or tangible or intangible property of any kind, or any revenue-producing activity on the Airport.

**“Airport Director”** shall mean the Airport Director of the Macau International Airport or, in his or her absence, the Acting Airport Director, including anyone serving in an “Acting” capacity.

**“Effective Date”** shall mean the date that these Minimum Requirements are effective.

**“Fixed Base Operator”** or **“FBO”** shall mean a Person granted the right by CAM to provide the Aeronautical Services under these Minimum Requirements.

**“Flight Instruction Services”** shall mean instructing pilots in dual and solo flight training, in fixed and/or rotary wing Aircraft, and shall provide such related ground school instruction as is necessary

preparatory to a student taking a written examination and flight check ride for the category or categories of pilots' licenses and ratings from the AACM.

**“Flying Club”** shall mean a non-profit or not-for-profit Person (excluding any natural person) organized for the express purpose of providing its members with Aircraft for their personal use and enjoyment only.

**“Motor Vehicle”** shall mean a self-propelled device in, upon or by which a person or property may be transported, carried or otherwise moved from point to point, except Aircraft or devices moved exclusively upon water or stationary rails or tracks.

**“Normal Business Hours”** shall mean Twenty-four (24) hours daily, every day, seven (7) days per week, 365 days per year, including holidays, without limitation, Monday through Sunday.

**“Operator”** shall mean any Person providing Aeronautical Services to operators of Business/ General Aviation(BA/GA) at the Airport, including without limitation, a Fixed Base Operator.

**“Person”** shall mean any individual, firm, partnership, corporation, company, limited liability company, limited liability partnership, association, joint stock association, governmental entity or other body politic; and includes any trustee, receiver, committee, assignee or other representative or employee thereof.

**“Ramp Permit”** shall mean a permit issued by the Airport Director granting a Vehicle permission to operate or be operated within the Apron of the Airport, or a designated portion thereof, subject to the requirements of the Rules and Regulations.

**“Secured Areas”** shall mean any area of the Airport as identified in the Macao SAR Civil Aviation Security Programme requiring security access procedures consistent with regulations promulgated by AACM, and all other applicable regulations.

**“Business Aviation Passenger Terminal”** shall mean all buildings and structures located within the Macau International Airport and open to the public for the purpose to accommodate both the business and general aviation services, VIP passenger enplanement and deplanement, including Secured Areas and adjoining Ramps, roadways, public lobby waiting, baggage check-in and pick-up, and those other services related to public and diplomatic VIP passenger air travel.

**“Vehicle”** shall mean a device in, upon or by which a person or property may be transported, carried or otherwise be moved from point to point, including a Motor Vehicle or a device moved by human or animal power, except Aircraft or devices moved exclusively upon water or stationary rails or tracks.

## **General Requirements for Services Providers of Fixed Base Operators**

### **(FBO)**

#### **Insurance Requirements**

Each FBO shall provide a certificate of insurance or other documentation that is satisfactory to CAM as evidence that the FBO maintains in force, commencing before the date of commencement of operations at the Airport and thereafter at all times during its operations at or occupancy of any portion of the Airport, such insurance as required pursuant to any agreement between CAM and such FBO.

The FBO shall procure and maintain, during the term of agreement, insurance of the types and in the minimum limits as determined by CAM for the respective categories of aeronautical services. The insurance company or companies writing the required policy or policies shall be licensed to do business in Macau SAR and, CAM and other Persons designated by CAM shall be named in the policy as an additional insured. The FBO shall furnish evidence of compliance with this requirement in the form of an insurance certificate supplied on Authority's insurance certificate form.

The FBO shall also furnish evidence of compliance with the labour law of Macau SAR with respect to Employees' Compensation Insurance, where applicable. Before any FBO may commence operations at the Airport, the required evidence of the required insurance must be submitted to the satisfaction of CAM.

## **Compliance with Laws**

Each FBO shall observe and comply with all applicable Laws governing its conduct on and its operations at the Airport or the use of its facilities at the Airport. Each Operator shall also observe and comply with any and all applicable requirements of all duly-constituted public authorities

## **Security & Safety Mandates**

Each FBO is required to comply with the security & safety mandates of AACM and the Airport and with other governmental and administrative rules and regulations relating to the airports. CAM reserves the right to require each FBO, or specified classes of Operators, to develop and maintain a corporate security & safety plan that meets the then-current requirements of AACM as a condition of operating at the Airport. In addition to each FBO's obligation to comply with all Laws applicable to such Operator, any procedures determined by CAM to be applicable to an FBO in order for CAM to comply with the foregoing, including without limitation requirements of the Macao SAR Civil Aviation Security Programme applicable to an Operator, will be furnished to Operator in writing, and delivered by facsimile transmission or electronic mail, confirmed by mail, to such Operator, to its address for notices set forth in its agreement with CAM. Each Operator and its agents, employees, representatives and permitted assignees shall be responsible for full compliance with all procedures delivered by facsimile transmission or electronic mail to such Operator. Such procedures are subject to change without notice other than delivery thereof to such Operator. Each Operator shall reimburse CAM, within fifteen (15) days from receipt of the CAM's invoice, and documentation showing that payment of such penalty or fine is such Operator's responsibility hereunder, the amount of any penalty or fine that may be assessed against CAM by any governmental agency for any violation of applicable security rules or regulations which arises out of such Operator's failure to comply with all applicable Laws or the provisions of these Minimum Requirements by such FBO, or its agents, employees, representatives or assignees. In such event, CAM shall also have all of its other rights and remedies arising at law or in equity.

## **Airport Rules & Regulations**

Each FBO shall comply with all the rules and Regulations published & updated by the Airport Director.

## **Minimum Requirements for FBOs**

These minimum Requirements include requirements relating to Passenger, Crew, Ramp, Hangaring and other Aircraft related Services on the Airport, and each FBO shall fully comply with all such minimum requirements. An FBO's Line maintenance facilities must comply with all applicable Laws, including without limitation the Rules and Regulations. In addition, any Person providing or seeking to provide Aeronautical Services as a Fixed Base Operator shall be subject to the minimum service Requirements, minimum management and staffing standards, and minimum facility requirements, set forth below in these minimum Requirements:

### **1. Minimum Service Requirements**

Each FBO operating at the Airport shall continuously provide all of the following Aeronautical Services for Business/General Aviation (BA/GA). Except as expressly noted below, such services shall be provided seven (7) days a week, holidays included, twenty-four (24) hours a day.

- i. Management. The FBO must install FBO management system or software with a specific focus on all aspects of Business/General Aviation (BA/GA), including FBO, aircraft management and charter operators, and maintenance facilities to safeguard the consistency and service quality of any FBO services provide by the FBO. Maintenance of the airport landing, parking, hangaring fee log and other statistical data concerning the FBO's activities on the Macau International Airport and report to CAM on daily and monthly basis.
- ii. Passenger Services. Each FBO shall provide passenger services at the FBO's premises at the Macau International Airport, twenty-four (24) hours daily, every day, including holidays, without limitation, a lounge area, service desk, a conference room and customer rest rooms, and each FBO shall provide courtesy transportation (carrying customers of the FBO without imposition of a separate fee within the Airport), rental automobiles, food and beverage catering services, and dishes washing, or make arrangements for such services with third party operators with whom CAM has entered into an agreement.
- iii. Crew Amenities. Each FBO shall provide crew amenities at the FBO's premises at the Macau International Airport, twenty-four (24) hours daily, every day, including holidays, without

limitation, a flight planning area with telephone, fax and internet connection to access, send or retrieve pre-flight information which includes but not limited to flight plan, Pre-flight Information Bulletins (PIB), weather information, or NOTAM, and a pilots' lounge.

- iv. Ramp Assistance. Each FBO shall provide ramp assistance services to Business/General Aviation (BA/GA) at the Macau International Airport, twenty-four (24) hours daily, every day, including holidays, without limitation, Aircraft loading and unloading, Exterior Aircraft Washing, Aircraft towing, water and Aircraft lavatory waste removal services, cabin cleaning services, Vacuuming, oxygen services, Nitrogen Services, Aircraft ground power, Aircraft parking, engine/APU oil service, Hydraulic Oil service, tire re-charge, Passenger Step and tie-down / mooring services. Each FBO shall also meet the minimum ramp capability of handling Business/General Aviation (BA/GA) aircraft of ICAO A, B and C classes with the respective most updated aircraft wing span classification.
- v. Hangaring. Making arrangements for Hangaring services at the Airport, including, without limitation, enclosed storage space of sufficient size to accommodate Business/General Aviation (BA/GA) aircraft based at or normally frequenting MIA.
- vi. Aircraft Line Maintenance. twenty-four (24) hours daily, every day, including holidays, without limitation, providing or arrange for provision of Business/General Aviation (BA/GA) aircraft line maintenance services for aircraft type (that normally frequenting MIA) agreed by CAM and FBO in the parking stands designated to handle Business/General Aviation (BA/GA). FBO shall have the capability to provide the following minor aircraft line maintenance services or subcontract these services to a FBO or MRO operator approved by AACM:

Minor Line Maintenance is any maintenance that must be carried out before flight to ensure that the aircraft is fit for the intended flight. It may include:

- a) Preflight, daily or weekly check.
- b) Trouble shooting.
- c) Defect rectification.
- d) Scheduled maintenance and/or checks including visual inspections that will detect obvious unsatisfactory conditions/discrepancies but do not require extensive in depth

inspection. It may also include internal structure, systems and powerplant items which are visible through quick opening access panels/doors.

- e) Replacement of wheel assemblies.
- f) Replacement of wheel brake units.
- g) Replacement of emergency equipment.
- h) Replacement of ovens, boilers and beverage makers.
- i) Replacement of internal and external lights, filaments and flash tubes.
- j) Replacement of windscreen wiper blades.
- k) Replacement of passenger and cabin crew seat belts and harnesses.
- l) Closing of cowlings and refitment of quick access inspection panels.
- m) Replacement of toilet system components.
- n) Replacement of static wicks.
- o) Replacement of aircraft main and APU batteries.
- p) Replacement of in-flight entertainment system components.
- q) Replacement of aircraft line replaceable unit.
- r) Routine lubrication and replenishment of all system fluids and gases.
- s) the de-activation only of sub-systems and aircraft components as permitted by the operator's minimum equipment list.
- t) Replacement of any other aircraft component which is simple.
- u) Etc.

This list of minor line maintenance services will be updated and amended in due course by CAM to take into account the market demand of business aviation environment of MIA.”

- vii. Fueling. Make arrangements (with the fuel supplier/fuelling company of Macau International Airport) for "into plane" dispensing of aviation gasoline, jet fuel, oils and lubricants of kinds customarily sold of sufficient ratings, grades, quality and quantity to Business/General Aviation Aircraft users to adequately meet the demand thereof.
- viii. Disabled Aircraft Removal. twenty-four (24) hours daily, every day, including holidays, without limitation, provides the assistance for the removal of disabled Aircraft at the Airport by operating the necessary equipment, and remove the disabled aircrafts whenever necessary in cooperation with the airport operator and other relevant entities in respect of equipment/resources sharing etc. It will also include, at minimum, obtaining formal work



procedure from aircraft operator or aircraft manufacturer, providing sufficient qualified staff to assist the removal of aircrafts away from all operational areas of the Airport. FBO shall remove only those Aircrafts that CAM or the Aircraft owner specifically requests FBO to remove.

## **2. Optional Services.**

Each FBO operating at the Airport may provide other additional Aeronautical Services to Business/General Aviation on its leasehold or elsewhere within Macau International Airport to air carriers subject to the approval of CAM on a case-by-case basis such as (but not limited to):

1. Fueling Services;
2. Aircraft Management Services;
3. Airframe and Engine Maintenance and Repair Services;
4. Specialized Aircraft Repair Services;
5. Installation and modification of Aircraft interiors;
6. Sale of new and used Aircraft and component parts;
7. Aircraft Rental or Leasing Services;
8. Flight Instruction Services;
9. Aerial photography;
10. Sale of Aircraft insurance;
11. Aircraft storage (tie-down or hangar);
12. Aircraft sightseeing;
13. Air taxi and air charter operations;
14. Aerial advertising.

## **3. Subcontracting.**

An FBO shall not subcontract any FBO services or other services that it is authorized or required to provide without the prior written approval of CAM. Subcontracting of services shall not relieve FBO of any of its obligations or liabilities under these Minimum Requirements or its Lease or Operating Agreement with CAM.

## **4. Resources and Experience.**

Any Person seeking to serve as an FBO at the Airport shall have demonstrated to CAM's satisfaction their business capability. Any Person seeking to serve as an FBO shall also demonstrate

that they have adequate resources to provide each of the Aeronautical Services required of an FBO.

## **5. Required Facilities and Equipment.**

Each FBO operating at the Airport shall provide adequate facilities and equipment to serve the general public and customers of both CAM and the FBO to accommodate their size of business or as otherwise addressed in these Minimum Requirements subject to the limitation of spaces made available by the Airport, The FBO must lease sufficient facilities or land from CAM to provide adequate space for BA/GA passenger terminal, hangars and other buildings, paved private automobile parking, paved pedestrian walkways, and all storage, utilities and support facilities necessary, to meet these Minimum Requirements and to accommodate its customers' needs, in accordance with Macau and CAM requirements.

- i. Facilities. Where existing building facilities are to be leased or an existing lease is renegotiated, the criteria set forth in this section will be used as a general measure of the adequacy of the facilities.
- ii. Hangar. Each FBO shall lease from CAM the hangar space as designated by CAM, subject to availability.
- iii. Support Space. In addition to the hangar space, each FBO shall lease from CAM sufficient space for the following: its own office operations; a customer lobby; customer lounge space; flight planning facilities with telephone, fax and internet connection to access, send or retrieve pre-flight information which includes but not limited to flight plan, Pre-flight Information Bulletins (PIB) and NOTAM; sales counter; access to weather information or SMG weather service station via computer at all times; pilot waiting areas; snack and beverage vending services available at all times; and customer restrooms.
- iv. Shop Space. Each FBO shall lease from CAM adequate additional shop and spare parts storage space to accommodate aircraft line maintenance services.
- v. Automobile Parking Spaces. Each FBO shall provide adequate paved private automobile parking spaces to serve its customers and employees.
- vi. Aircraft Service Equipment. Each FBO shall procure and maintain tugs and towing equipment

having a rated draw bar capacity sufficient to meet the towing requirements of the heaviest ICAO C class Aircraft based at or regularly using the Airport, ground power units, nitrogen servicing cart, fire extinguishers, lavatory servicing equipment, mobile passenger stairs, chocks, ropes, tie-down supplies, crew and passenger courtesy transportation Vehicles, as appropriate and necessary for the servicing of Aircraft types normally expected to use the FBO facilities. The requirements of this section shall be satisfied if the FBO owns, leases or otherwise has sufficient access to the equipment to provide the applicable services promptly on demand and without causing any flight delays or other operational impacts on Aircrafts or the Airport.

## **6. Minimum Staffing Requirements.**

An adequate number of qualified and, where applicable, licensed employees shall be on duty at all times to provide a level of service consistent with that required under these Minimum Requirements. Personnel while on duty shall be clean, neat in appearance, and courteous. Each FBO shall establish a written training program to ensure that all employees are thoroughly trained and qualified to perform the tasks to which they are assigned. The training program shall contain detailed instruction in proper operating procedures for each job classification. All non-management FBO employees in the airport operating area shall be suitably uniformed, and the uniform shall identify the name of the FBO providing the service. All FBO employees in the Macau International Airport shall display valid CAM-issued security badges in a conspicuous manner at all times.

- i. Full Time Manager. All activities of each FBO shall be conducted under the guidance and supervision of a full-time duty manager. Such person must possess a minimum of three (3) years of recent working experience in FBO service at international airport(s) and be a qualified and experienced FBO manager vested with full power and authority in respect of the method, manner and conduct of the FBO operation. Such FBO manager shall be assigned to the Airport where he or she shall be available during normal business hours.
- ii. Line Maintenance Supervision. At least one (1) fully trained and licensed maintenance service personnel shall be on duty at all times. An FBO may arrange for acceptable mechanic's services by subcontracting with the FBO or MRO approved by AACM. All Maintenance service personnel shall have successfully completed an approved safety course that complies with the SMS course of MIA.

- iii. *Operating Supervision.* There shall be at least one (1) person on duty 24 hours per day, seven (7) days a week to act as supervisor, customer service representative, ramp attendant, and landing/parking fee collector.

## **7. Standard Operating Procedures.**

Each FBO shall develop and maintain Standard Operating Procedures (“SOPs”) for ground handling in accordance with all applicable Laws and appropriate industry practices. The SOPs must also be in full compliance with all the Rules and Regulations published & updated regularly by the Airport Director. The SOPs shall include an employee training plan, record keeping and emergency response procedures for Fuel fires and spills; address the subjects of bonding, fire protection, public protection, security, control of access to FBO’s facilities, and be submitted to CAM no later than 30 days before the FBO commences activities at the Macau International Airport.

## **8. Collection of Fees Imposed by CAM.**

Each FBO shall collect, on behalf of CAM, all fees which may include, but not limited to, landing, parking, passenger service charges, security charges, etc. imposed by CAM ordinance for Aircrafts using such FBO’s premises, facilities or services, where no credit arrangements satisfactory to CAM have been made in advance.

## **9. Agreement Requirements.**

Prior to commencing operations on the Airport, each FBO shall enter into an agreement with CAM approved by the Board. Each FBO’s premises shall be maintained in “first class condition,” reasonably consistent with the age and condition of the premises at the commencement of the FBO’s lease.

## **10. Required Fees and Payments**

- i. The Operator may be required to pay a privilege fee or commission to CAM for the right to conduct an aeronautical business on the Airport.
- ii. Other required fees and payments will be specified in the Operator's Lease with or Non-Exclusive License from CAM.

## **SECTION V. EVALUATION CRITERIA**

1. The evaluation of responses will be based on a number of factors, weighted according to the needs of CAM. The highest or any Proposal will not necessarily be accepted. Any implication that the Proposal with the highest financial bid will be accepted, or that any Proposal at all will be accepted, is hereby expressly negated. CAM reserves the right to accept the Proposal which it deems most advantageous, and the right to reject any or all Proposals for any reason. In no event will CAM be responsible for the costs of preparation and submission of Proposals.

2. Without imposing any duty on CAM, it shall consider, among other things (approximate weighting shown in brackets):

- (1) Management Team Plan, Company Profile and Experience (30%) (especially the Management Team Plan);
- (2) Financial Proposal and Financial Statements & Pro-Forma Statements (25%);
- (3) Business Plan (45%), including:
  - A. Implementation Plan;
  - B. Customer Service and Quality Control;
  - C. Service Delivery Plan and Quality Assurance Audits;
  - D. Personnel and Training;
  - E. Operating Program;
  - F. FBO Building, Vehicles, Equipment and Other Spaces;
  - G. Marketing Plan.

## **APPENDIX A. FORM OF PROPOSAL**

TO: CAM – Sociedade do Aeroporto Internacional de Macau, SARL (“CAM”)

RE: Request for Proposals for a Fixed Base Operation for the provision of FBO Services at Macau International Airport (MIA)

### **1. PROPOSAL**

We, \_\_\_\_\_,

(Name of Proponent)

of \_\_\_\_\_

(Address of Proponent)

pursuant to and in compliance with the Request for Proposals and the addenda listed below, and being familiar with the requirements for performance under the Request for Proposals, and the conditions at the Airport and all relevant laws, rules, regulations, licensing and permit requirements, labour market, and other circumstances that may affect our Proposal, hereby propose, if selected by CAM, to:

- (a) provide (or, where appropriate, cause the Proposed Contracting Company to provide) a Fixed Base Operation and FBO Service as set out in the Request for Proposals;
- (b) execute and deliver (or, where appropriate, cause the Proposed Contracting Company to execute and deliver) a Subconcession Contract;
- (c) comply (or, where appropriate, cause the Proposed Contracting Company to comply) with the Macau International Airport Construction and Operation Concession Contract which was granted by the Macau Government to CAM, insofar as applicable to the Subconcession Activities;
- (d) operate and perform (or, where appropriate, cause the Proposed Contracting Company to operate and perform) in a diligent manner in accordance with the terms and conditions of the Subconcession Contract and CAM directives.

### **2. DOCUMENTS**

The following Documents form part of this Proposal:

- (1) Management Team Plan, Company Profile and Experience;
- (2) Financial Proposal;
- (3) Financial Statements and Pro-Forma Financial Statements

- (4) Business Plan
- (5) Opinion of Legal Counsel
- (6) Exceptions, if applicable
- (7) Other Information, if applicable

### 3. ADDENDA

Receipt of the following Addenda forming part of this Request for Proposal is acknowledged:

**Addendum No.**

**Date**

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### 4. DECLARATION AND CONFIRMATION

Proponent declares:

- 4.1 that it has complied with the Request for Proposals requirements and instructions;
- 4.2 that, in submitting this Proposal, it is not relying on any information or documents provided on behalf of CAM;
- 4.3 that this Proposal is genuine and not collusive or made in the interest of or on behalf of any person not named herein;
- 4.4 that it has not, directly or indirectly, induced, or solicited any other proponent to submit a sham proposal or any other person to refrain from submitting a proposal, and that it has not in any manner sought by collusion to secure for itself or for any other person any advantage over any other proponent.

**In addition, Proponent confirms that, notwithstanding anything to the contrary in its Proposal, the Fixed Base Operation and FBO Service to be provided by the Proposed Contracting Company, if selected by CAM, shall fully comply with the Macau International Airport Minimum Requirements for Services Providers of Fixed Base Operators in all aspects.**

IN WITNESS WHEREOF, this Proposal has been executed under seal in the Macau Special Administrative Region, this \_\_\_\_\_ day of \_\_\_\_\_, 2017

**CORPORATION**

The Corporate Seal of	)	
_____	)	
_____	)	
<i>(Name of Corporation) was hereunto</i>	)	
<i>affixed in the presence of:</i>	)	(C/S)
_____	)	
Signature	)	
_____	)	
Name and Office	)	
_____	)	
Signature	)	
_____	)	
Name and Office	)	



**JOINT VENTURE / CONSORTIUM**

Name of Joint Venture / Consortium

By its Members:

(1) \_\_\_\_\_

Name of Member

(2) \_\_\_\_\_

Name of Member

(Each Member to sign below)

**The Corporate Seal of** \_\_\_\_\_ )  
\_\_\_\_\_) )  
\_\_\_\_\_) )  
*(Name of Corporation) was hereunto* \_\_\_\_\_ )  
*affixed in the presence of:* \_\_\_\_\_ ) (C/S)  
\_\_\_\_\_) )  
Signature \_\_\_\_\_ )  
\_\_\_\_\_) )  
Name and Office \_\_\_\_\_ )  
\_\_\_\_\_) )  
Signature \_\_\_\_\_ )  
\_\_\_\_\_) )  
Name and Office \_\_\_\_\_ )

**The Corporate Seal of** \_\_\_\_\_ )  
\_\_\_\_\_) )  
\_\_\_\_\_) )  
*(Name of Corporation) was hereunto* \_\_\_\_\_ )  
*affixed in the presence of:* \_\_\_\_\_ ) (C/S)  
\_\_\_\_\_) )  
Signature \_\_\_\_\_ )  
\_\_\_\_\_) )  
Name and Office \_\_\_\_\_ )  
\_\_\_\_\_) )  
Signature \_\_\_\_\_ )  
\_\_\_\_\_) )  
Name and Office \_\_\_\_\_ )

## APPENDIX B. MANAGEMENT TEAM PLAN, COMPANY PROFILE AND EXPERIENCE

1. Please complete “1(a)” and either “(b)” or “(c)”, whichever is applicable.

(a) Name of Proposed Contracting Company (full legal name):

Business or Operating Name:

Full Street Address: Courier Address (if different):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone: (     ) \_\_\_\_\_ Fax: (     ) \_\_\_\_\_

Contact Name:

Position:

\_\_\_\_\_

(b) CORPORATION STATEMENT: **(Only if the Proponent itself being an existing corporation is the Proposed Contracting Company, answer the following)**

Year of Incorporation \_\_\_\_\_

Where Incorporated? \_\_\_\_\_

Address of Registered Office in the Macau Special Administrative Region:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Please provide a breakdown of the ownership of the Corporation as follows:

Name

Address

Share %

\_\_\_\_\_  
\_\_\_\_\_

How is the Corporation held:

(     ) Privately

(     ) Publicly

(c) JOINT VENTURE STATEMENT:

**(Only if a Consortium or Joint Venture, in the sense that it is an un-incorporated association of persons/corporations, who as members will**

**form the Proposed Contracting Company, answer the following)**

Date and Place of Organization:

\_\_\_\_\_

What is the purpose of the Joint Venture:

\_\_\_\_\_

\_\_\_\_\_

As CAM will enter into the Subconcession Contract with a corporation only, the members of this Joint Venture / Consortium with the Name and Address of each party to / member of the Joint Venture / Consortium set out below will, if selected, form a corporation that will enter into the Subconcession Contract with CAM, according to the shareholding structure also set out below:

Name

Address

%

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

2. Indicate the number of Administration Personnel: \_\_\_\_\_
3. Indicate the number of Operational Personnel: \_\_\_\_\_
4. Provide a proposed organizational chart for this operation. Please identify head office support personnel and their role as it relates to this operation.
5. This Company is a subsidiary of \_\_\_\_\_
6. Companies subsidiary to this Company are \_\_\_\_\_
7. References - provide a list of references, include: business name, contact person(s), business relationship/nature of reference, phone number, fax number, address and email address (i.e. previous contracts, current contracts, previous and existing clients, etc.) References of existing clients currently using your services similar to the Subconcession Services may be provided (with a short description of the respective services they use).
8. List relevant services similar to the Subconcession Services implemented by your company (or other companies of the same group where applicable). Indicate the scope of service, location, length of contract, and client/owner references for the contract with a contact telephone number. Please identify those contracts that you would allow CAM to contact.

Name of Owner/ Operator	Scope of Services	Location	Contract term (initial to expired date)	Length of time of your ownership / operation (to date)	Contact Person Phone & Fax number

9. Please provide information in the Proposal to show the depth and breadth of your company's overall successful and demonstrated experience in the operation of services similar to the Subconcession Services at other locations, especially those at major airports.
10. Identify all related contracts over the past five (5) years that you submitted a proposal for in which you were not successful. Indicate why you were not successful and if you would allow CAM to contact the companies involved.
11. Provide the Proponent's (including, where applicable, the joint venture/consortium members') certificates of incorporation, commercial or business registration certificates, and the like, and the joint venture agreement (where applicable), to demonstrate the company's form and nature, list of shareholders, shareholding structure, etc.
12. Provide any other documents and information that you consider helpful to CAM's evaluation of your Proposal.
13. Provide other documents and information to demonstrate that the Proposed Contracting Company meets the Minimum Qualification and that the Proposed Contracting Company has adequate resources to, and will, fulfil all the requirements of the MIA Minimum Requirements for FBO.

#### 14. MANAGEMENT TEAM PLAN

- a) Provide a list of all key personnel and description of the responsibilities and duties of each team member. Please attach resumes for these individuals detailing qualifications, employment history and number of years of experience.

Please describe how you will ensure that personnel with experience and qualification comparable to what is being proposed as stated above will be employed at all times within the Term of the Subconcession Contract to perform the respective key responsibilities and duties.

Please kindly be reminded that, as stated in point 3 of Section II above, the General Manager of the eventual Subconcessionaire (i.e. the Full Time duty Manager mentioned in point 6. i. of the Macau International Airport Minimum Requirements for Services Providers of Fixed Base Operators) shall always be a person possessed of a minimum of three (3) years of recent working experience in FBO service at international airport(s).

- b) Each and every individual specified in the Management Team Plan as a member of the proposed management team shall declare, by signing a written declaration to be submitted to CAM in the Proposal, that he or she will, during the Term of the Subconcession Contract, serve the Proposed Contracting Company in the operation

of the Subconcession Services at MIA with the responsibilities and duties which the Proposal describes he or she will perform, provided that the Proposed Contracting Company eventually enters into the Subconcession Contract with CAM.

(Please attach additional pages as required)

**APPENDIX C. FINANCIAL PROPOSAL**

**Commission Percentage Rate Bid**

Please fill in the Commission Percentage Rate of Total Sales offered in the space provided below, and have this page signed by the authorized company officer(s). **Note: The Percentage Rate offered in the space provided below cannot be less than 6% of Total Sales, otherwise the Proposal may be disqualified/rejected. Please limit the percentage rate to one digit after the decimal point.**

Property Usage Fees, specified in Table 2 of Section I of the RFP Documents, shall be payable to CAM in addition to the Commission.

**Table 3 Percentage Rate Offer**

<p>_____ % of Total Sales</p>
-------------------------------

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Authorized Signatory**

\_\_\_\_\_  
**Authorized Signatory**

---

## **APPENDIX D. FINANCIAL STATEMENTS & PRO-FORMA FINANCIAL STATEMENTS**

### **Financial Statements**

(If corporation) Provide your company's complete financial statements, including a balance sheet, income statement and statement of cash flows, prepared in accordance with generally accepted accounting principles, for the current fiscal year-to-date, and the most recent three complete fiscal years. Footnote disclosures must accompany the submitted year-to-date financial statements. If available, financial statements audited or certified by an independent certified public accountant should be submitted.

(If consortium or joint venture un-incorporated) Provide the complete financial statements, including a balance sheet, income statement and statement of cash flows, prepared in accordance with generally accepted accounting principles, for the current fiscal year-to-date, and the most recent three complete fiscal years of each member. Footnote disclosures must accompany the submitted year-to-date financial statements. If available, financial statements audited or certified by an independent certified public accountant should be submitted.

### **Pro-Forma Financial Statements**

Each Proponent must prepare pro-forma financial statements covering the 6-year term for the operation of Subconcession Services at MIA.

The pro-forma financial statements should include a pro-forma income statement and a pro-forma balance sheet for each year.

All assumptions and key hypotheses supporting the financial projections should be stated. The financial projections should be based upon management's best estimates with respect to the likely future operating results. The forecasted figures must be reasonable and realistic. The statements must be prepared in accordance with International Generally Accepted Accounting Principles.

The pro-forma income statement is expected to be in the format delineated in the next page hereof.

(Please attach additional pages as required)

**Macau International Airport**  
**Request for Proposals**  
**Fixed Base Operation for the Supply of FBO Services**  
**Financial Projection–Pro Forma Statement of Income (Loss)**  
**YOUR COMPANY NAME HERE**

*In Thousands of Macao Patacas*

Year	Year	Year	Year	Year	Year
<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>

**Revenues**

*[Break down by type  
of service]*

Category 1

Category 2

Category 3

Category 4

Category 5

Additional Revenue

*[Categories as  
Required]*

---

**Total Revenues**

**Expenses**

Materials & Supplies

Wages & Salaries

Maintenance

Interest

Insurance

Advertising

Depreciation

Commission to CAM

Other Expenses

*[Before Taxes]*

---

**Total Expenses**

---

**Net Profit - Before Taxes**



## **APPENDIX E. BUSINESS PLAN**

The Business Plan shall include the following paragraphs at a minimum:

(NOTE: Please also pay attention to the MIA Minimum Requirements for FBO to address the requirements therein in the respective parts of your Business Proposal.)

### **1. IMPLEMENTATION PLAN**

- a) Describe how you would implement your FBO Operations and Services at the Airport.
- b) Provide an outline of the intended philosophy and methodology you would use to generate and secure business with business/general aviation clients.
- c) Please describe, in sufficient detail, any additional/optional FBO Services that your company is looking to provide at the Airport.
- d) What is your long range strategic plan in the areas of expansion, new products and services, etc?
- e) CAM is looking to ensure that business/general aviation clients using the Airport are charged fair industry prices for FBO Services. Please provide a list of the prices that customers will be charged for handling (including provision of hangar space for) the different aircraft types that currently frequent/use the Airport.

### **2. CUSTOMER SERVICE AND QUALITY CONTROL**

- a) Does your company have a customer satisfaction program? Please provide details and indicate the program objectives and what it offers and ensures.
- b) Do you have a quality control program? Please provide details and indicate what this program offers and ensures.
- c) How do you ensure that quality controls are maintained and deficiencies addressed?
- d) How do you measure customer satisfaction and how often is this done?
- e) Do you have a continuous improvement process (i.e. identifying and implementing best practices)? Please provide details as to how you would implement this process at MIA.
- f) How is your SMS implemented and monitored?

### 3. SERVICE DELIVERY PLAN AND QUALITY ASSURANCE AUDIT

#### a) Service Delivery Plan

Please propose a detailed “**Level of Services (LOS) Plan**” that you would be implementing to govern your operations at the Airport. At a minimum, this plan should cover the following areas of service:

- Aircraft Handling and Servicing (LOS to include supervision, planning for aircraft arrival and departure, pilot communication, speed of service, documentation, pricing proposals, availability of services and equipment such as GSE and towing etc)
- Passenger Handling and Servicing (LOS to include methodology, communication, presentation, staff attitude, speed, weather protection, process for disruptive or disabled passengers, etc)
- Crew Handling and Servicing
- Ramp Operations (LOS to include supervision, link with safety plan, communication procedures, baggage handling, aircraft marking, door operation, marshalling, cleanliness of apron, handling dangerous cargo, heavy loads, etc).
- Hangar Parking for short, medium and long term, if and when hangar is available, (LOS to include process or booking, security, pricing proposal etc)
- Collection of Aeronautical Fees
- Arrangements for Security, Customs and Immigration (LOS to include process for timely provision of Security and CIQ services and provision of a reporting system)

#### b) Quality Assurance Audit

Please provide an example of a detailed quality assurance audit that you will be self-administering on a monthly basis and reporting to the CAM in the following areas:

- Aircraft Handling and Servicing
- Passenger Handling and Services
- Ramp Operations
- Collection of Aeronautical Fees for CAM

Please show each of the items to be audited in each of the categories and indicate how you will quantify these items so that they are measurable.

### 4. PERSONNEL AND TRAINING

- a) Please describe your recruiting program to ensure that experienced and qualified personnel will be employed.
- b) Outline your training program for operational staff, administrative staff, supervisor(s),

and manager(s).

- c) How do you ensure that there is employee compliance with your company's safety rules (e.g. handling aircraft or "improper use of equipment") and explain what procedures are in place to avoid repeated operating infractions and mistakes by employees?
- d) Do you provide recurrent training i.e. seasonal training to keep employee training current?
- e) Please identify your staff turnover rates and the annual turnover of your personnel.
- f) How do you review performance of staff?
- g) How do you keep them motivated?

## **5. OPERATING PROGRAM**

- a) Provide a description of the management structure and operating plan that your company will be using to implement and operate the Subconcession Services, including the proposed relationship between the Airport operating company and your regional and corporate operating structure.
- b) Does your company use any software programs or technology to help achieve maximum efficiency in your operations? If yes, please describe in detail what these programs or technologies are and how they help to maximize efficiency.
- c) How is your company adapting to technological changes and how is it using these changes to provide better service?

## **6. FBO BUILDING, VEHICLES, EQUIPMENT, AND OTHER SPACES**

- a) Please describe in sufficient details the renovations and improvements that your company plans to make to the Building and associated facilities to make these facilities suitable for your proposed operations and business model/style. Please describe the capital investment to be made and the preliminary work schedule.
- b) Please indicate and include a list of all the vehicles and other equipment that your company proposes to purchase/acquire to provide the contemplated FBO Services.
- c) Please provide information and details on your company's facility and mechanical maintenance and replacement program. Please indicate how the maintenance will be carried out (i.e. preventive maintenance) and if the maintenance services will be contracted or performed in-house.
- d) Please indicate any experience your company has operating at airports with common

use facilities and how you would deal with potential conflicts with another operator's.

- e) Please provide your company's accident records or incident reports and indicate what follow-up procedures were implemented to rectify the situation(s).
- f) Please indicate the amount of space you would require for your operations in the following areas (in addition to the space listed in Table 2 of Section I of the RFP Documents):
- g) Offices \_\_\_\_\_ square meters

**Note: Proponents are advised that the total amount of space requested in each category may not be available for use. CAM will consider at its sole discretion the Proponent's request.**

## **7. MARKETING PLAN**

- a) Describe how you would promote yourselves and the Subconcession Services at the Airport. In what areas would you attempt to differentiate yourselves from the current or other providers and why?

## **8. OTHERS**

Proponents may provide other relevant information, if any.

(Please attach additional pages as required)

## **APPENDIX F. Site Visit Registration Form**

To: Chairman of the Executive Committee  
Macau International Airport Company Limited (CAM)  
4<sup>th</sup> Floor, CAM Office Building,  
Av. Wai Long, Taipa, Macau

**Subject: Site Visit Registration - Request for Proposal –A Fixed Base Operation for the  
Provision of FBO Services**

Attendee Name: \_\_\_\_\_

Company Name: \_\_\_\_\_

Contact Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Proponents must sign up on or before 6<sup>th</sup> June 2017 in order to participate in the site visit.

Please enclose a photocopy of the attendee's current identification (e.g. Hong Kong or Macau identification card, or passport) with this form and send by FAX to (853)28785465, Mail or Hand Delivered to (please clearly label the fax or the envelope of the registration form as follows):

Chairman of the Executive Committee  
Macau International Airport Company Limited (CAM)  
4<sup>th</sup> Floor, CAM Office Building,  
Av. Wai Long, Taipa, Macau

**Subject: Site Visit Registration - Request for Proposal –A Fixed Base Operation for the  
Provision of FBO Services**