LOUISIANA TECH UNIVERSITY

INVITATION FOR BIDS:

LEASE PURCHASE OF 2 RETRACTABLE GEAR PRIMARY TRAINING AIRCRAFT

PROPOSAL NUMBER: 50012-343-17

BID TIME AND DATE:

2:00 p.m.
October 13, 2016

PURCHASING OFFICE
408 KEENY HALL
P.O. BOX 3157
RUSTON, LOUISIANA 71272

DIRECTOR OF PURCHASING:
MELISSA B. HUGHES
mhughes@latech.edu
Telephone: 318-257-4205
Facsimile: 318-257-3772

LOUISIANA TECH UNIVERSITY

Louisiana Tech University is a four-year selective admissions research university awarding bachelor's, master's, and doctoral degrees located in Ruston, Louisiana 71272. Louisiana Tech University is a member of the University of Louisiana System.

As a selective admissions, comprehensive public university, Louisiana Tech is committed to quality in teaching, research, creative activity, public service, and economic development. Louisiana Tech maintains as its highest priority the education and development of its students in a challenging, yet safe and supportive, community of learners. Louisiana Tech provides a technology-rich, interdisciplinary teaching, learning, and research environment to ensure student and faculty success.

Department of Professional Aviation

Over a fifty year history, Louisiana Tech University's Department of Professional Aviation has established itself as a high-quality degree program with a national reputation for outstanding graduates. The department is a member of the University Aviation Association and is accredited by the Aviation Accreditation Board International. The Professional Aviation Department maintains the highest academic standards and keeps abreast of the latest in technologies and the needs of the aviation industry. Our links with industry are accomplished by internship programs with numerous major air carriers, regional airlines, corporate aviation, and government organizations as well as maintaining close contacts with our graduates. Moreover, we have aviation management cooperative agreements with the Louisiana Airport Managers Association and other Fixed Base Operators in the region. Louisiana Tech was the first school in the region to be certified to conduct flight training in accordance with Federal Aviation Regulations under 14 CFR Part 141. Louisiana Tech University offers the Bachelor of Science degrees in both Professional Aviation and Aviation Management. FAA certificates and ratings are available to Louisiana Tech students including the Private, Instrument, Commercial, Certified Flight Instructor, and Certified Instrument Flight Instructor.

The University conducts both ground and flight training year-round. Academic aviation courses are taught in Davison Hall located at the main Tech campus with flight operations headquartered at the Ruston Regional Airport in the Louisiana Tech Flight Operations Building.

Selected information on Ruston Regional Airport

FAA Identifier: RSN
Lat/Long: 32-30-52.5663N / 092-35-18.3962W
32-30.876105N / 092-35.306603W
32.5146018 / -92.5884434
(estimated)
Elevation: 310.6 ft. / 95 m (estimated)
Variation: 03E (1995)
From city: 3 miles E of RUSTON, LA
Time zone: UTC -5 (UTC -6 during Standard Time)
Zip code: 71270

Runway Information
Runway 18/36
Dimensions: 5000 x 100 ft. / 1524 x 30 m
Surface: asphalt

	RUNWAY 18	RUNWAY 36
Latitude:	32-31.288418N	32-30.463790N
Longitude:	092-35.306073W	092-35.307132W
Elevation:	275.8 ft.	310.5 ft.
Traffic pattern:	left	left
Runway heading:	177 magnetic, 180 true	357 magnetic, 000 true

Ownership: Publicly-owned
Owner: CITY OF RUSTON
401 N. TRENTON
RUSTON, LA 71270
Phone 318-251-8620
Manager: JOEY SUTTON
RUSTON AVIATION, 125 FLIGHTLINE DR
RUSTON, LA 71270
Phone 318-251-9098

Aircraft operations: avg 236/day *
93% local general aviation
7% transient general aviation
<1% military
* for 12-month period ending 21 January 2016

DOCUMENTS INCLUDE HEREIN

1. Purpose and Aircraft Specifications
2. Appendix A - General Bidding Conditions
3. Appendix B - Existing Aircraft Intended for Trade-In and current status of individual aircraft (updated data will be posted in bid addenda, five (5) days prior to bid opening.
4. Appendix C – Status of Individual Aircraft
5. Appendix D – Lease Purchase Agreement
   Exhibit D-1 Aircraft and Payment Schedule
   Exhibit D-2 Certificate of Acceptance
   Exhibit D-3 Certificate of Aircraft Use
6. Appendix E – Bid Sheet

PURPOSE:

Under authority of the Board of Supervisors for the University of Louisiana System, Louisiana Tech University is requesting Bids for the acquisition of 2 new retractable gear primary training aircraft.

Acquisition shall be through a **ten (10) year** Municipal Lease/Purchase with an option for early purchase/payoff.

This ITB solicits bids for the purchase of new aircraft with a trade-in allowance for existing equipment described in Appendix B. Quoted trade-in allowances may be a factor considered in the award. The State of Louisiana reserves the right to accept or reject trade-in offers as deemed to be in the best interest of the state and approved by the Louisiana Property Assistance Agency. Equipment is offered "as is, where is".

NON-MANDATORY PRE-BID MEETING: A non-mandatory pre-bid meeting will be held at the Louisiana Tech Flight Operations Building located at 136 Aviation Blvd, Ruston, Louisiana, 71270 at **9:00 a.m. on September 28, 2016**. Trade-in aircraft and maintenance logs will be available for casual viewing. All questions and bid clarifications must be in writing and presented as described herein.

PRICE GUARANTEE:

Due to review and approval process, Bidders must guarantee bid prices for **90 days**.

AIRCRAFT SPECIFICATIONS:

2 New retractable gear (RG) training aircraft

Category: Airplane (A); Class: Single Engine Land (SEL)
Certified under FAR Part 23 (VFR/IFR Day & Night)

Powerplant & Accessories:

Lycoming IO-360 engine, 180 horsepower minimum
Constant speed metal propeller
Service ceiling of 14,000 feet minimum

Payload:

900 pounds useful load normal category minimum
2,600 pounds takeoff weight normal category minimum

Avionics:

Garmin G500 or G1000 Avionics Suite (PFD/MFD)
VOR/LOC/GS/GPS (WAAS)
ADS-B In and Out equipped

Performance:

Three-person seating capacity minimum
Fuel capacity of 65 gallons minimum

Equipment/Features:

Dual axis autopilot with automatic electric trim
Jeppesen ChartView ready

Additional Requirements:

1. Aircraft must be inspected by a Louisiana Tech University Department of Professional Aviation designated representative on delivery.
2. At delivery, Louisiana Tech shall be supplied an Air Worthiness Certificate for each individual aircraft.
3. Aircraft must satisfy the Federal Aviation Administration ADS-B equipment mandate.
4. Each aircraft must include a custom Louisiana Tech University paint scheme and/or custom vinyl exterior.
5. Warranty work must be able to be performed and completed at the Ruston Regional Airport (RSN).
6. Manufacturer must provide:

   - Detailed summary of warranty coverage, and an estimate of total warranty credit returned to similar fleet operators during warranty coverage period.
   - Factory training for maintenance personnel and pilots on new aircraft.
   - Priority assistance, including maintenance subscriptions, to Louisiana Tech University expediting parts and service requests.
   - Fleet pricing on parts and services.

INQUIRIES, QUESTIONS AND SPECIFICATION CLARIFICATIONS:

If a bidder is in doubt as to the meaning of any part or requirement of this solicitation, bidder may submit a written request for interpretation to the Director of Purchasing at the address, fax number or email address shown on the cover sheet. Written inquires must be received in the Purchasing Office no later than 2:00 p.m., 10 days before bid opening. No decisions or actions shall be executed by any bidder as a result of oral discussions with any Louisiana Tech University employee, consultant or representative. Any changes of intent of bid documents or specifications will be made by formal addendum only, issued by the Purchasing Office. No

interpretations, answers or clarifications discussed at the non-mandatory pre-bid conference will be binding unless followed by written addenda.

LEASE AGREEMENT:

Acceptance of Bids and terms must be approved by the Board of Supervisors for the University of Louisiana System. Proposed Lease contained herein cannot be changed after opening of bids. Any questions or proposed revisions must be suggested in writing 10 days before bid opening.

APPENDIX A

THIS IS A REQUEST FOR A SEALED BID
INSTRUCTIONS TO BIDDERS

1. READ THE ENTIRE BID, INCLUDING ALL TERMS AND CONDTIONS AND SPECIFICATIONS.

2. ALL BID PRICES MUST BE TYPED OR WRITTEN IN INK. ANY CORRECTIONS, ERASURES OR OTHER FORMS OF ALTERATJION TO UNIT PRICES SHOULD BE INITIALED BY THE BIDDER.

3. THIS BID IS TO BE MANUALLY SIGNED IN INK.

4. BID PRICES SHALL INCLUDE DELIVERY OF ALL ITEMS F.O.B. DESTINATION OR AS OTHERWISE PROVIDED. BIDS CONTAITING "PAYMENT IN ADVANCE" OR "C.O.D" REQUIREMENTS MAY BE REJECTED. PAYMENT IS TO BE MADE WITHIN 30 DAYS AFTER RECEIPT OF PROPERLY EXECUTED INVOICE OR DELIVERY, WHICHEVER IS LATER.

5. AMOUNT OF BID BOND REQUIRED: EVERY BID SUBMITTED FOR IN EXCESS OF FIFTY THOUSAND DOLLARS SHALL BE ACCOMPANIED BY A BID BOND GUARANTEED BY A SURETY COMPANY QUALIFIED TO DO BUSINES IN THE STATE OF LOUISIANA. THE BID BOND SHALL BE FOR FIVE PERCENT OF THE OFFICIAL BID AMOUNT.

6. TO ASSURE CONSIDERATION OF YOUR BID, ALL BIDS AND ADDENDA SHOULD BE RETURNED IN AN ENVELOPE OR PACKAGE CLEARLY MARKED WITH THE BID OPENING DATE AND THE BID NUMBER, OR SUBMITTED IN THE SPECIAL EVNELOPE IF FURNISHED FOR THAT PURPOSE.

7. BIDS SUBMITTED ARE SUBJECT TO PROVISIONS OF THE LAWS OF THE STATE OF LOUISIANA INCLUDING BUT NOT LIMITED TO L.R.S. 39:1551-1736; PURCHASING RULES AND REGULATIONS; EXECUTIVE ORDERS; STANDARD TERMS AND CONDITIONS; SPECIAL CONDITIONS; AND SPECIFICATIONS LISTED IN THIS SOLICITATION.

8. IMPORTANT: BY SIGNING THE BID, THE BIDDER CERTIFIES COMPLIANCE WITH ALL INSTRUCTIONS TO BIDDERS, TERMS CONDITIONS AND SPECIFICATION, AND FURTHER CERTIFIES THAT THIS BID IS MADE WITHOUT COLLUSION OR FRAUD. THIS BID IS TO BE MANUALLY SIGNED IN INK BY A PERSON AUTHORIZED TO BIND THE VENDOR (SEE NO. 30). ALL BID INFORMATION SHALL BE IN INK OR TYPEWRITTEN.

9. ADDRESS ALL INQUIRIES AND CORRESPONDENCE TO THE LOUISIANA TECH UNIVERSITY OFFICE OF PURCHASING AT THE ADDRESS AND TELEPHONE NUMBER LISTED HEREIN. (SEE SCHEDULE OF EVENTS)

10. BID FORMS: ALL WRITTEN BIDS, UNLESS OTHERWISE PROVIDED FOR, MUST BE SUBMITTED ON, AND IN ACCORDANCE WITH, FORMS PROVIDED, PROPERLY SIGNED (SEE NO. 21). BIDS SUBMITTED IN THE FOLLOWING MANNER WILL NOT BE ACCEPTED:

    A. BID CONTAINS NO SIGNATURE INDICATING INTENT TO BE BOUND;
    B. BID FILLED OUT IN PENCIL; AND

C. BID NOT SUBMITTED ON THE DESIGNATED BID FORMS.

11. BIDS MUST BE RECEIVED AT THE ADDRESS SPECIFIED IN THE SOLICITATION PRIOR TO BID OPENING TIME IN ORDER TO BE CONSIDERED.

12. STANDARDS OF QUALITY – SEE BID DOCUMENT FOR FULL REQUIREMENTS.

13. BID OPENING: BIDDERS MAY ATTEND THE BID OPENING, BUT NO INFORMATION OR OPINIONS CONCERNING THE ULTIMATE CONTRACT AWARD WILL BE GIVEN AT THE BID OPENING OR DURING THE EVALUATION PROCESS. BIDS MAY BE EXAMINED WITHIN 72 HOURS AFTER BID OPENING. INFORMATION PERTAINING TO COMPLETED FILES MAY BE SECURED BY VISITING THE LOUISIANA TECH UNIVERSITY PURCHASING OFFICE DURING NORMAL WORKING HOURS. WRITTEN BID TABULATIONS WILL NOT BE FURNISHED PRIOR TO 72 HOURS.

14. PRICES: UNLESS OTHERWISE SPECIFIED BY LOUISIANA TECH UNIVERSITY IN THE SOLICITATION, BID PRICES MUST BE COMPLETE, INCLUDING TRANSPORTATION PREPAID BY BIDDER TO DESTINATION AND FIRM FOR ACCEPTANCE FOR A MINIMUM OF 30 DAYS. IF ACCEPTED, PRICES MUST BE FIRM FOR THE CONTRACTUAL PERIOD.

15. TAXES: VENDOR IS RESPONSIBLE FOR INCLUDING ALL APPLICABLE TAXES AND FEES AND TARIFFS IN THE BID PRICE. STATE AGENCIES ARE EXEMPT FROM ALL STATE AND LOCAL SALES AND USE TAXES.

16. CONTRACT RENEWALS: UPON AGREEMENT OF THE STATE OF LOUISIANA AGENCY AND THE CONTRACTOR, A TERM CONTRACT MAY BE EXTENDED FOR 4 ADDITIONAL 12-MONTH PERIODS AT THE SAME PRICES, TERMS AND CONDITIONS. IN SUCH CASES, THE TOTAL CONTRACT TERM CANNOT EXCEED 60 MONTHS.

17. CONTRACT CANCELLATION: THE STATE OF LOUISIANA HAS THE RIGTH TO CANCEL ANY CONTRACT, IN ACCORDANCE WITH PURCHASING RULES AND REGULATIONS, FOR CAUSE, INCLUDING BUT NOT LIMITED TO, THE FOLLOWING: (1) FAILURE TO DELIVER WITHIN THE TIME SPECIFIED IN THE CONTRACT; (2) FAILURE OF THE PRODUCT OR SERVICE TO MEET SPECIFICATIONS, CONFORM TO SAMPEL QUALITY OR TO BE DELIVERED IN GOOD CONDITION; (3) MISREPRESENTATION BY THE CONTRACTOR; (4) FRAUD, COLLUSION, CONSPIRACY OR OTHER UNLAWFUL MEANS OF OBTAIING ANY CONTRACT WITH THE STATE; (5) CONFLICT OF CONTRACT PROVISIONS WITH CONSTITUTIONAL OR STATUTORY PROVISIONS OF SATE OR FEDERAL LAW; (6) ANY OTHER BREACH OF CONTRACT.

18. APPLICABLE LAW: ALL CONTRACTS SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF LOUISIANA.

19. THE CONTRACTOR AGREES TO ABIDE BY THE REQUIREMENTS OF THE FOLLOWING AS APPLICABLE: TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 AND TITLE VII OF THE CIVIL RIGHTS ACT OF 1964, AS AMENDED BY THE EQUAL EMPLOYMENT OPPORTUNITY ACT OF 1972, FEDERAL EXECUTIVE ORDER 11246 AS AMENDED, THE REHABILITATION ACT OF 1973, AS AMENDED, THE VIETNAM ERA VETERAN'S READJUSTMENT ASSISTANCE ACT OF 1974, TITLE IX OF THE EDUCATION AMENDMENTS OF 1972, THE AGE DISCRIMINATION ACT OF 1975, THE FAIR HOUSING ACT OF 1968 AS AMENDED, AND CONTRACTOR AGREES TO ABIDE BY THE REQUIREMENTS OF THE AMERICANS WITH DISABILITIES ACT OF 1990.

CONTRACTOR AGREES NOT TO DISCRIMINATE IN ITS EMPLOYMENT PRACTICES, AND WILL RENDER SERVICES UNDER THIS CONTRACT WITHOUT REGARD TO RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, NATIONAL ORIGIN, VETERAN STATUS, POLITICAL AFFILIATION, DISABILITY, OR AGE IN ANY MATTER RELATING TO EMPLOYMENT. ANY ACT OF DISCRIMINATION COMMITTED BY CONTRACTOR, OR FAILURE TO COMPLY WITH THESE STATUTORY OBLIGATIONS WHEN APPLICABLE SHALL BE GROUNDS FOR TERMINATION OF THIS CONTRACT.

20. SPECIAL ACCOMMODATION: ANY "QUALIFIED INDIVIDUAL WITH A DISABILITY" AS DEFINED BY THE AMERICANS WITH DISABILITIES ACT, WHO HAS SUBMITTED A BID AND DESIRES TO ATTEND THE BID OPENING, MUST NOTIFY THIS OFFICE IN WRITING NOT LATER THAN 7 DAYS PRIOR TO THE BID OPENING DATE OF THEIR NEED FOR SPECIAL ACCOMMODATIONS. IF THE REQUEST CANNOT BE REASONABLY PROVIDED, THE INDIVIDUAL WILL BE INFORMED PRIOR TO THE BID OPENING.

21. INDEMNITY: CONTRACTOR AGREES, UPON RECEIPT OF WRITTEN NOTICE OF A CLAIM OR ACTION, TO DEFEND THE CLAIM OR ACTION, OR TAKE OTHER APPROPRIATE MEASURE, TO INDEMNIFY, AND HOLD HARMLESS, THE STATE, ITS OFFICERS, ITS AGENTS AND ITS EMPLOYEES FROM AND AGAINST ALL CLAIMS AND ACTIONS FOR BODILY INJURY, DEATH OR PROPERTY DAMAGES CAUSED BY THE FAULT OF THE CONTRACTOR, ITS OFFICERS, ITS AGENTS, OR ITS EMPLOYEES. CONTRACTOR IS OBLIGATED TO INDEMNIFY ONLY TO THE EXTENT OF THE FAULT OF THE CONTRACTOR, ITS OFFICERS, ITS AGENTS, OR ITS EMPLOYEES. HOWEVER, THE CONTRACTOR SHALL HAVE NO OBLIGATION AS SET FORTH ABOVE WITH RESPECT TO ANY CLAIM OR ACTION FROM BODILY INJURY, DEATH OR PROPERTY DAMAGES ARISING OUT OF THE FAULT OF THE STATE, ITS OFFICERS, ITS AGENTS OR ITS EMPLOYEES.

22. SIGNATURE AUTHORITY: ATTENTION: R.S. 39:1594(C) (4) REQUIRES EVIDENCE OF AUTHORITY TO SIGN AND SUBMIT BIDS TO THE STATE OF LOUISIANA. YOU MUST INDICATE WHICH OF THE FOLLOWING APPLY TO THE SIGNER OF THIS BID.

    PLEASE CIRCLE ONE:

    1) THE SIGNER OF THIS BID IS EITHER A CORPORATE OFFICER WHO IS LISTED ON THE MOST CURRENT ANNUAL REPORT ON FILE WITH THE SECRETARY OF STATE OR A MEMBER OF A PARTNERSHIP OR PARTNERSHIP IN COMMENDAM AS REFLECTED IN THE MOST CURRENT PARTNERSHIP RECORDS ON FILE WITH THE SECRETARY OF STATE. A COPY OF THE ANNUAL REPORT OR PARTNERSHIP MUST BE SUBMITTED TO THIS OFFICE BEFORE CONTRACT AWARD.

    2) THE SIGNER OF THIS BID IS A REPRESENTATIVE OF THE BIDDER AUTHORIZED TO SUBMIT THIS BID AS EVIDENCED BY DOCUMENTS SUCH AS, COPORATE RESOLUTION, CERTIFICATION AS TO CORPORATE PRINCIPAL. ETC. IF THIS APPLIES A COPY OF THE RESOLUTION, CERTIFICATION, OR OTHER SUPPORTIVE DOCUMENTS MUST BE ATTACHED HERETO.

    3) THE BIDDER HAS FILED WITH THE SECRETARY OF STATE AN AFFIDAVIT OR RESOLUTION OR OTHER ACKNOWLEDGED/AUTHENTIC DOCUMENT INDICATING THAT THE SIGNER IS AUTHORIZED TO SUBMIT BIDS FOR

PUBLIC CONTRACTS. A COPY OF THE APPLICABLE DOCUMENT MUST BE SUBMITTED TO THIS OFFICE BEFORE CONTRACT AWARD.

4) THE SIGNER OF THE BID HAS BEEN DESIGNATED BY THE BIDDER AS AUTHORIZED TO SUBMIT BIDS ON THE BIDDER'S VENDOR REGISTRATION ON FILE WITHT HIS OFFICE.

23. IN ACCORDANCE WITH THE PROVISIONS OF R.S. 39:2182, IN AWARDING CONTRACTS AFTER AUGUST 15, 2010, ANY PUBLIC ENTITY IS AUTHORIZED TO REJECT A PROPOSAL OR BID FROM, OR NOT AWARD THE CONTRACT TO, A BUSINESS IN WHICH ANY INDIVIDUAL WITH AN OWNERSHIP INTEREST OF FIVE PERCENT OR MORE, HAS BEEN CONVICTED OF, OR HAS ENTERED A PLEA OF GUILTY OR NOLO CONTENDERE TO ANY STATE FELONY OR EQUIVALENT FEDERAL FELONY CRIME COMMITTED IN THE SOLICITATION OR EXECUTION OF A CONTRACT OR BID AWARDED UNDER THE LAWS GOVERNING PUBLIC CONTRACTS UNDER THE PROVISIONS OF CHAPTER 10 OF TITLE 38 OF THE LOUISIANA REVISED STATUTES OF 1950, PROFESSIONAL, PERSONAL, CONSULTING, AND SOCIAL SERVICES PROCUREMENT UNDER THE PROVISIONS OF CHAPTER 16 OF TITLE 39, OR THE LOUISIANA PROCUREMENT CODE UNDER THE PROVISIONS OF CHAPTER 17 OF TITLE 39.

24. IT IS AGREED THAT THE LEGISLATIVE AUDITOR OF THE STATE OF LOUISIANA AND/OR THE OFFICE OF THE GOVERNOR, DIVISION OF ADMINISTRATION AUDITORS SHALL HAVE THE OPTION OF AUDITING ALL ACCOUNTS WHICH RELATE TO THIS CONTRACT.

25. THE CONTINUATION OF THIS CONTRACT IS CONTINGENT UPON THE APPROPRIATION OF FUNDS TO FULFILL THE REQUIREMENTS OF THE CONTRACT BY THE LEGISLATURE. IF THE LEGISLATURE FAILS TO APPROPRIATE SUFFICIENT MONIES TO PROVIDE FOR THE CONTINUATION OF THE CONTRACT, OR IF SUCH APPROPRIATION IS REDUCED BY THE VETO OF THE GOVERNOR OR BY ANY MEANS PROVIDED IN THE APPROPRIATIONS ACT TO PREVENT THE TOTAL APPROPRIATION FOR THE YEAR FROM EXCEEDING REVENUES FOR THAT YEAR, OR FOR ANY OTHER LAWFUL PURPOSE, AND THE EFFECT OF SUCH REDUCTION IS TO PROVIDE INSUFFICIENT MONIES FOR THE CONTINUATION OF THE CONTRACT.

26. IF BIDDING OTHER THAN REQUESTED BRAND AND PRODUCT NUMBER (OR STYLE), ENCLOSE SUFFICIENT LITERATURE TO DETERMINE COMPLIANCE WITH SPECIFICATIONS. FAILURE TO COMPLY WITH THIS REQUEST MAY ELIMINATE YOUR BID FROM CONSIDERATION. ANY MANUFACTURER'S NAMES, TRADE NAMES, BRAND NAMES, OR CATALOG NUMBERS USED IN THE SPECIFICATIONS ARE FOR THE PURPOSE OF DESCRIBING AND ESTABLISHING GENERAL QUALITY LEVELS. SUCH REFERENCES ARE NOT INTENDED TO BE RESTRICTIVE. BIDS WILL BE CONSIDERED FOR ANY BRAND WHICH MEETS OR EXCEEDS THE QUALITY OF THE SPECIFICATIONS LISTED FOR ANY ITEM.

27. LOUISIANA TECH UNIVERSITY RESERVES THE RIGHT TO AWARD ITEMS SEPARATELY, GROUPED OR ON AN ALL-OR-NONE BASIS AND TO REJECT ANY OR ALL BIDS AND WAIVE ANY INFORMALITIES.

APPENDIX B

This ITB solicits bids for the purchase of new aircraft with a trade-in allowance for existing equipment Described in Appendix B. Quoted trade-in allowances may be a factor considered in the award. The State of Louisiana reserves the right to accept or reject trade-in offers as deemed to be in the best interest of the state and approved by the Louisiana Property Assistance Agency. Equipment is offered "as is, where is".

Trade-In aircraft can be picked-up as new aircraft are delivered. For example if 1 new retractable gear plane is delivered, one trade-in aircraft can be picked-up.

Registration #	Serial #	Model Year	Airframe TT (July 2016)	Engine TSMOH (July 2016)	Est. Market Value (Cessna - July 2016)
N5179V	460	1980 C172RG	6,883	1,617	$21,000
N6299V	614	1981 C172RG	10,534	1,226	$21,000
				Total	**$42,000**

APPENDIX C

1980

RMS *Resource Maintenance System*

Resource Event Status

La Tech

Location: RSN

Resource Category: Aircraft

Resource Type: C-172RG Resource: All Recurring Events: All Include Obsolete Resources: No

Reg#: N5179V	**Tach:**	126.5		**T.T:**		**LH Eng**	**LH Prop**	**RH Eng**	**RH Prop**
Serial#: 172rg-0460	**T.T:**	6883.9		**TSMOH:**					

Event	Duration	C/W	Overdue	Used	Left	Status
50 Hour Oil Change	50.0	6849.8	6899.8	34.1	15.9	
AD 83-14-04	50.0	6849.8	6899.8	34.1	15.9	
AD 2011-10-09	100.0	6849.8	6949.8	34.1	65.9	
Annual/100 Hour Inspection	100.0	6849.8	6949.8	34.1	65.9	
AD 84-26-02	500.0	6650.5	7150.5	233.4	266.6	
Aircraft Prop Time Tracking	2000.0	5546.4	7546.4	1337.5	662.5	
Engine Overhaul	2000.0	5266.4	7266.4	1617.5	382.5	
AD 2001-23-03	12	05/2016	05/2017	2	10	
Annual (date)	12	05/2016	05/2017	2	10	
C/W ELT FAR91207.D	12	05/2016	05/2017	2	10	
Transponder/Static/Encoder/Altimeter	24	07/2015	07/2017	12	12	

1981

RMS *Resource Maintenance System*

Resource Event Status

La Tech

Location: RSN

Resource Category: Aircraft

Resource Type: C-172RG Resource: All Recurring Events: All Include Obsolete Resources: No

Reg#: N6299V	**Tach:**	3174.8	**T.T:**	**LH Eng**	**LH Prop**	**RH Eng**	**RH Prop**
Serial#: 172RG0614	**T.T:**	10534.7	**TSMOH:**				

Event	Duration	C/W	Overdue	Used	Left	Status
50 Hour Oil Change	50.0	10507.6	10557.6	27.1	22.9	
AD 83-14-04	50.0	10507.6	10557.6	27.1	22.9	
AD 2011-10-09	100.0	10458.3	10558.3	76.4	23.6	
Annual/100 Hour Inspection	100.0	10458.3	10558.3	76.4	23.6	
AD 84-26-02	500.0	10061.9	10561.9	472.8	27.2	
AD 93-05-06	2000.0	9491.2	11491.2	1043.5	956.5	
Aircraft Prop Time Tracking	2000.0	9307.8	11307.8	1226.9	773.1	
Engine Overhaul	2000.0	9307.8	11307.8	1226.9	773.1	
AD 2001-23-03	12	01/2016	01/2017	6	6	
Annual (date)	12	07/2015	07/2016	12	0	Due
C/W ELT FAR91207.D	12	08/2015	08/2016	11	1	
Transponder/Static/Encoder/Altimeter	24	07/2016	07/2018	0	24	

APPENDIX D

LEASE PURCHASE AGREEMENT

WHEREAS, the Board of Supervisors for the University of Louisiana System, a body corporate and constitutional corporation existing under the laws of the State of Louisiana ("Lessee"), acting on behalf of Louisiana Tech University, desires to lease Aircraft from _____ ("Lessor");

THEREFORE, the Lessor hereby agrees to lease the Aircraft to the Lessee subject to the following terms and conditions:

Section 1: Definitions

1.1 "Aircraft" means the aircraft listed in the Aircraft and Payment Schedules and all replacements, repairs, restorations, modifications and improvements thereof or thereto made pursuant to this Agreement. Whenever reference is made in this Agreement to Aircraft listed in an Aircraft and Payment Schedule, that reference shall be deemed to include all replacements, repairs, restorations, modifications and improvements of or to that Aircraft.

1.2 "Aircraft and Payment Schedule" shall mean any schedule to this Agreement substantially in the form of Exhibit A hereto, executed from time to time by the parties. Each Aircraft and Payment Schedule shall be a separately enforceable agreement subject to the terms of this Agreement.

1.3 "Vendor" shall mean a supplier, manufacturer, retailer, wholesaler, dealer, or other source for aircraft, as well as its agents or dealers, which has been selected by Lessor from whom the Aircraft has been purchased or will be purchased.

1.4 "Agreement" shall mean this Installment Purchase Agreement, which has been entered into by and between the Lessor and Lessee as of the date indicated below.

1.5 "Certificate of Acceptance" shall mean that document entitled "Certificate of Acceptance" substantially in the form attached hereto as Exhibit B which shall be

executed and delivered by the Lessee with respect to the Aircraft subject to each Aircraft and Payment Schedule.

1.6 "Certificate of Aircraft Use" shall mean the document entitled "Certificate of Aircraft Use" substantially in the form attached hereto as Exhibit C which shall be executed and delivered by the Lessee with respect to the Aircraft subject to each Aircraft and Payment Schedule.

1.7 "Code" shall mean the Internal Revenue Code of 1986 as amended, together with all published rulings, regulations and court decisions with respect thereto.

1.8 "Commencement Date" shall mean, with respect to each Aircraft and Payment Schedule, the date when the term of this Agreement with respect to that Aircraft and Payment Schedule and Lessee's obligation to pay commence, which date shall be the date on which the Aircraft listed in that Aircraft and Payment Schedule is accepted by Lessee in the manner described in this Agreement.

1.9 "Fiscal Year" shall mean the twelve-month period commencing on July 1 of each year and ending on June 30 of the next year.

1.10 "Purchase Option Price" shall mean, with respect to the Aircraft listed on any Aircraft and Payment Schedule, the amount that Lessee may, in its discretion, pay to Lessor to purchase that Aircraft.

1.11 "Rental Payments" shall mean the rental payments payable to the Lessor by the Lessee pursuant to the provision of this Agreement, as set forth in the Aircraft and Payment Schedules.

1.12 "Substantial Damage" shall mean damage to any Aircraft which would change or diminish the value, use, or the originally intended functions of the Aircraft (other than damage which would nominally impact the value or the functionality of the Aircraft and which can be corrected or repaired at a nominal cost). The term "Substantial Damage" shall not include normal wear and tear to the Aircraft or any normal depreciation that such Aircraft would be subject to by its normal and customary usage.

1.13 "Term" shall mean the term of this Agreement commencing as of the date hereof and ending on the date that all of the Lessee's obligations hereunder and under each Aircraft and Payment Schedule shall have been satisfied, subject to earlier termination under Sections 5, 10, or 16 hereunder, and with respect to each Aircraft and Payment Schedule, the term of such Aircraft and Payment Schedule commencing on the Commencement Date relating thereto and ending on the date that all of the Lessee's obligations hereunder and each Aircraft and Payment Schedule shall have been satisfied, subject to earlier termination under Sections 5, 10, or 16.

Section 2: Representations and Covenants of Lessee

2.1. Lessee has full power and authority to enter into this Agreement and each Aircraft and Payment Schedule and the transactions contemplated hereby and to perform all of its obligations hereunder;

2.2. Lessee represents and covenants that this Agreement and each Aircraft and Payment Schedule constitute a valid, legal, and binding obligation of the Lessee and that all requirements have been met and procedures have occurred in order to ensure the enforceability of this Agreement and each Aircraft and Payment Schedule, and the Lessee has complied or will comply with all public bidding and other statutory requirements as may be applicable to the Lessee in the authorization, execution, delivery, and performance of this Agreement and the acquisition of the Aircraft;

2.3. The execution and delivery of this Agreement and each Aircraft and Payment Schedule, and compliance with the provisions hereof and thereof, will not conflict with or constitute on the part of the Lessee a violation of, breach of, or default under any constitutional provision, statute, resolution, bond indenture or other financing agreement or any other agreement or instrument to which the Lessee is a party or by which the Lessee is bound, or any order, rule or regulation of any court or government agency or body have jurisdiction over the Lessee or any of its activities or properties, and all consents, approvals, or authorizations required of the Lessee for the consummation of the transactions contemplated hereby have been or will be obtained;

2.4. To the best of the Lessee's knowledge, there is no action, suit, proceeding, inquiry, or investigation, at law or in equity, before or by any court, public board or body pending or threatened against or affecting the Lessee, wherein an unfavorable decision, ruling or finding would materially and adversely affect the transactions contemplated hereunder or which in any way would adversely affect the validity or enforceability of this Agreement or any Aircraft and Payment Schedule;

2.5. Each Aircraft will have a useful life in the hands of the Lessee that is equal to or greater than the amortization period established for the Rental Payments.

2.6. The Aircraft is, and during the term of this Agreement and the related Aircraft and Payment Schedule will remain, movable property for all purposes and shall not become a component part of any immovable property;

2.7. During the term of this Agreement and the related Aircraft and Payment Schedule, the Aircraft will be suitable for and used by the Lessee only for the purpose of performing one or more essential governmental or proprietary functions of the Lessee that Lessee provides to its students consistent with the permissible scope of the Lessee's authority and will not be used in a trade or business of any person or entity other than the Lessee, all as set forth in the Certificate of Aircraft Use;

2.8. Lessee will not take or omit to be taken any action the taking or omission of which would cause the Lessee's obligations hereunder to be an "arbitrage bond" within the meaning of Section 148 of the Code or otherwise cause the interest components of the Rental

Payments (as shown on the Aircraft and Payment Schedules) to be includable in gross income for Federal income taxes under existing law, or, if applicable, from taxation under the laws of the State of Louisiana. Without limiting the generality of the foregoing, Lessee shall comply with any provisions of law that may require the Lessee at any time to rebate to the United State any part of the earnings derived from the investment of gross proceeds of the amounts made available to the Lessee under this Agreement.

2.9. Lessee shall not sell or lease or otherwise make any of the Aircraft available to anyone other than Lessee without the prior written consent of the Lessor and will not request any such sale or lease or other availability if such sale or lease or other availability would affect the status of the interest component of the Rental Payments as tax-exempt under Section 103 of the Code for Federal income tax purposes.

Section 3: Lease from Lessor

3.1. Lessor hereby demises, leases and lets to Lessee rents and leases from Lessor, the Aircraft listed in each Aircraft and Payment Schedule in accordance with this Agreement.

3.2. Lessor and Lessee agree that this Agreement shall be a master agreement pursuant to which multiple Aircraft may be leased subject to this Agreement by entering into Aircraft and Payment Schedules hereunder, each of which Aircraft and Payment Schedules shall constitute a separately enforceable obligation of the Lessee in accordance with the terms of this Agreement.

3.3. LESSOR ACKNOWLEDGES AND AGREES THAT THE OBLIGATION OF LESSEE TO PAY THE RENTAL PAYMENTS SHALL CONSTITUE A CURRENT EXPENSE OF THE LESSEE PAYABLE BY THE LESSEE FROM FUNDS BUDGETED AND APPROPRIATED IN ACCORDANCE WITH LAW AND THAT SUCH OBLIGATION SHALL NOT IN ANY MANNER BE CONSTRUED TO BE A DEBT OF THE LESSEE IN CONTRAVENTION OF ANY CONSTITUTIONAL OR STATUTORY LIMITATIONS OR REQUIREMENTS CONCERNING INDEBTEDNESS OF THE LESSEE AND NOTHING CONTAINED HEREIN SHALL CONSTITUTE A PLEDGE OR ENCUMBRANCE UPON ANY OTHER REVENUE OF THE LESSEE.

Section 4: Payment by Lessee

4.1. Lessee will pay the Rental Payments in monthly payments of principal and interest as provided by this Agreement and as set forth in the Aircraft and Equipment Schedules. Notwithstanding any loss of use resulting from any defect in or damage to the Aircraft or dispute between the Lessee and any Vendor, or any other person, Lessee shall make all payments of the Rental Payments when due and shall not withholding any Rental Payments pending final resolution of any such dispute and the Lessee shall not assert against the Lessor any abatement, deduction, recoupment or defense or nay right of set off or counterclaim against its obligation to make such payments.

4.2. Lessee acknowledges and agrees that the obligation of the Lessee to pay the Rental Payments shall constitute a current expense of the Lessee payable by the Lessee from funds budgeted and appropriated in accordance with law and that such obligation shall not in any manner be construed to be a debt of the Lessee in contravention of any constitutional or statutory limitations or requirements concerning indebtedness of the Lessee and nothing contained herein shall constitute a pledge or encumbrance upon any other revenues of the Lessee.

Section 5: Purchase Option

Lessee shall have the option to purchase the Aircraft in any Aircraft and Payment Schedule at the following times and upon the following terms:

a. On the date of the last Rental Payment set forth in that Aircraft and Payment Schedule, if the Agreement is still in effect on such day, upon payment in full of Rental Payments due on such Aircraft and Payment Schedule and the payment of one (1) dollar to Lessor;

b. Upon thirty (30) days written notice to Lessor, upon payment in full to Lessor of the Rental Payments then due on that Aircraft and Payment Schedule plus the then applicable Purchase Option Price set forth on that Aircraft and Payment Schedule; or

c. In the event of Substantial Damage to or destruction or condemnation of the Aircraft in that Aircraft and Payment Schedule, on the day specified in Lessee's notice to Lessor of its exercise of the purchase option upon payment in full to Lessor of the Rental Payments then due under the Aircraft and Payment Schedule plus the then applicable Purchase Option Price set forth in such Aircraft and Payment Schedule.

Section 6: Title

Upon acceptance of the Aircraft hereunder, Lessee shall have title to the Aircraft during the term of this Agreement. Upon the final payment listed for any Aircraft in any Aircraft and Payment Schedule, Lessor shall execute the necessary documentation to evidence the Lessee's payment in full under the terms hereof. To the extent permitted by law, the Lessee hereby grants to Lessor a first priority continuing security interest in the Aircraft. Lessee agrees that Lessee shall participate with and permit Lessor to execute and file or cause to be filed, a financing statement or other appropriate instrument in appropriate records of the State and/or Parish in which the Aircraft is or will be located, solely for the purpose of placing third parties on notice of the existence of this Agreement and the interest Lessor has or may have to the Aircraft procured under this Agreement, to the fullest extent permitted by Louisiana Law.

Section 7: Warranties

7.1. Lessor represents and warrants that it has or will order or cause to be ordered or manufactured Aircraft from a Vendor which meets the Aircraft specifications of the bid documents published by Lessee.

7.2. Lessor hereby assigns to the Lessee all rights the Lessor has to any manufacturer warranties and guarantees, expressed or implied, issued on or applicable to the Aircraft. Additionally, the Lessor assigns to the Lessee, and authorizes the Lessee to enforce in the Lessee's own name, all present and future claims the Lessor has against any supplier and manufacturer of the Aircraft, including, without limitation, any liability claims.

7.3. THE LESSOR DOES NOT MAKE ANY REPRESENTATION OR WARRANTY, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, ADEQUACY, MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE OR FITNESS FOR USE OF ANY OF THE AIRCRAFT, OR WARRANTY WITH RESPECT THERETO.

Section 8: Delivery and Installation

Lessor assumes no responsibility for shipment, delivery, and installation of the Aircraft. All claims of the Lessee with respect thereto whether for delay, damage or otherwise shall be made against the Vendor or any other party with respect to manufacture, supply, or delivery of the Aircraft.

Section 9: Taxes

9.1. Article 7, Section 21 of the Louisiana Constitution of 1974 exempts property owned by the State from property taxes. The Lessee will not be liable to pay any taxes incurred by the Lessor with respect to the Lessor's income in connection with this Agreement. As between the Lessor and Lessee, the Lessee will be liable for all other present and future taxes imposed or levied with respect to the Aircraft or the purchase thereof by the Lessor or the payments made hereunder by Lessee, or the Aircraft use or arising out of this Agreement.

9.2. The Lessor agrees to pay, on or before the date due, all ad valorem taxes that may be assessed or levied against or with respect to the Aircraft on any one or more items of Aircraft after and while title vests with the Lessee, and hereby acknowledges and agrees that the Lessor shall have no responsibility for the payment of said ad valorem taxes.

Section 10: Annual Appropriation Dependency

10.1. The continuation of this Agreement is contingent upon the continuation of an appropriation of funds by the State Legislature to fulfill the requirements of this Agreement. If the State Legislature fails to appropriate sufficient monies to provide for the continuation of this Agreement or if such appropriation is reduced by veto of the Governor or by any means provided in the appropriations act or state statute (Title 39 of the Louisiana Revised Statutes of 1950) to prevent the total appropriations for the year from exceeding revenues for that year or for any other lawful purpose and the effect of such reduction is to provide insufficient monies for the continuation of this Agreement, this Agreement shall terminate on the last day of the fiscal year for which funds were appropriated.

10.2. Upon termination of this Agreement as described in the immediately preceding paragraph, the Lessee shall be relieved of its obligations under this Agreement with respect to Rental Payments due in any future Fiscal Year. The Lessor may retain all sums paid by the Lessee up to the time of termination as a reasonable payment for the possession, use, fruits and benefits of the Aircraft for the period of time that the Lessee had same. Title and full ownership of the Aircraft shall vest in the Lessor and the Lessor shall have all rights as owner, including but not limited to the right to possession of the property. Lessee shall execute any documents Lessor may require for title and possession reverting to the Lessor in connection with this section.

10.3. Termination of this Agreement by the Lessee under the provisions of this section shall not constitute an Event of Default.

10.4. Lessee intends to make Rental Payments for the Term of this Agreement if funds are legally available. Lessee reasonably believes that funds can be obtained sufficient to make all Rental Payments coming due during the Term of this Agreement and hereby covenants, subject to the Lessee's right of nonappropriation, that it will do all things lawfully within its power to obtain, maintain, and properly request and pursue any available funds from which the Rental Payments and payments of all necessary insurance and maintenance on the Aircraft may be made.

10.5. Lessee may effect such termination by giving the Lessor a written notice of termination and by paying to the Lessor any Rental Payments and other amounts which are due and have not been paid at or before the end of the current Fiscal Year to the extent appropriated funds are available.

10.6. In the event of the termination of this Agreement pursuant to this section, the Lessee shall deliver the Aircraft to the Lessor unencumbered and in good condition and repair as when delivered to Lessee, normal wear and tear excepted, by delivering the Aircraft, at

Lessee's expense, to such location as Lessor shall provide or designate within a reasonable distance from the general location of the Aircraft. Alternatively, upon written notice following termination of this Agreement pursuant to this section, the Lessee shall allow Lessor or its agents to retrieve the Aircraft from Lessee's possession.

Section 11: Use

Lessee will not use, operate or maintain the Aircraft improperly, carelessly, in violation of any applicable law or in a manner contrary to that contemplated by this Agreement.

Section 12: Repairs

12.1. At Lessee's own cost and expense, the Lessee shall service, repair, update, and maintain the Aircraft so as to keep the Aircraft in good condition and repair. At its own cost and expense, the Lessee shall replace any and all parts and devices which may from time to time become worn out, lost, stolen, obsolete, destroyed, damaged beyond repair, or rendered unfit for any reason whatsoever.

12.2. Lessor shall not be liable or responsible to the Lessee for any loss, damage, liability or expense of any kind caused by or related to the Aircraft, or resulting from any defect in or deficiency of the Aircraft, or resulting from the use of the Aircraft.

Section 13: Alterations

The Lessee may install such miscellaneous equipment and devices that may be necessary for using the Aircraft for its intended purposes, provided that such miscellaneous equipment does not materially reduce the value of the Aircraft. All such equipment placed or installed on the Aircraft may be removed by the Lessee upon termination of this Agreement provided that removal will not substantially damage the Aircraft.

Section 14: Risk of Loss

14.1. Lessee shall bear the entire risk of loss or damage to the Aircraft from any cause whatsoever. In the event all or any part of the Aircraft is lost, stolen, destroyed, or damaged beyond repair, or is, for any reason nonfunctional, the Lessee shall, at its option either replace the same at the Lessee's sole cost and expense with such replacement being substituted in this Agreement and the related Aircraft and Payment Schedule or pay the Lessor the Purchase Option Price plus any other Rental Payments past due on that Aircraft in the applicable Aircraft and Payment Schedule. Upon payment of the Purchase Option Price with any other past due Rental Payments, this Agreement as to that Aircraft shall terminate and the Aircraft shall not be subject to any lien or encumbrance created by or arising through this Agreement.

14.2. No loss or damage to the Aircraft or any part thereof shall release the Lessee from its obligations under this Agreement, and this Agreement shall continue in full force and effect notwithstanding any loss or damage to the Aircraft. The Lessee assumes all risks and liabilities, whether or not covered by insurance, and whether asserted against Lessee

or Lessor, for loss or damage to the Aircraft and for injuries or deaths of persons, howsoever arising from or incident to the use, operation or storage of the Aircraft, whether such injury or death be with respect to agents or employees of the Lessee or of third parties, and whether such damage to the Aircraft be to the Lessee's property or to the property of others. In the event that Lessor repossesses the Aircraft under any term of this Agreement, Lessor shall assume all liability related to any loss or damage incurred after Lessor takes possession to the extent not caused by Lessee's own negligence.

Section 15: Insurance

15.1. Lessee shall maintain adequate property and casualty insurance on the Aircraft during the term of this Agreement in an amount adequate to protect the Lessor, which amount shall be at least the greater of the Purchase Option Price or the replacement value of the Aircraft.

15.2. Whenever the Aircraft is lost, destroyed, stolen, or irreparably damaged, or nonfunctional for any reason, the Lessee shall use the proceeds from such policy to either replace the Aircraft or pay the Purchase Option Price, plus any Rental Payments then past due under this Agreement. The Lessee has the obligation to perform either the replacement or payment of the Purchase Option Price notwithstanding the lack of adequate insurance proceeds to the extent funds are lawfully available.

15.3. Lessor shall allow the Lessee to self-insure. In the event the Lessee elects not to self-insure, all insurance policies (or riders) required by this Section shall be taken out and maintained with responsible insurance companies organized under the laws of the United States and qualified to do business in the State of Louisiana; and shall contain a provision that the insurer shall not cancel or revise coverage thereunder without giving written notice to the insured parties at least thirty (30) days before the cancellation or revision becomes effective. Each insurance policy or rider required by this Section shall name Lessor as an additional insured party and loss payee and if required by Lessor shall include a lender's loss payable endorsement for the benefit of Lessor. Before the expiration of any such policy or Rider, Lessee shall furnish to Lessor evidence that the policy has been renewed or replaced by another policy conforming to the provisions of this Section.

Section 16: Default

16.1. The following shall constitute an "Event of Default":

a. The Lessee fails to pay any sum herein provided when due, and such failure continues for a period of thirty (30) calendar days after the due date thereof.

b. The Lessee fails to comply with any other term or condition of this Agreement and such failure is not cured within thirty (30) calendar days after written notice thereof.

c. The Lessor determines that any representation or covenant of the Lessee was untrue in any material respect when made and is not cured within thirty (30) calendar days after written notice thereof, if curable.

d. Failure to self-insure or maintain adequate insurance as provided for in Section 15 during the term of the Aircraft and Payment Schedule.

16.2. Upon the occurrence of an Event of Default, the Lessor shall have the right to terminate this Agreement. Upon such termination by the Lessor, title and full ownership of the Aircraft shall upon written notice by Lessor to Lessee vest in the Lessor and the Lessor shall have all rights as owner, including but not limited to the right to possession. Lessee shall execute any documents Lessor may require for title and possession reverting to the Lessor in connection with an Event of Default.

16.3. In the event of the termination of this Agreement after an Event of Default, the Lessee shall deliver the Aircraft to the Lessor unencumbered and in good condition and repair as when delivered to Lessee, normal wear and tear excepted, by delivering the Aircraft, at Lessee's expense, to such location as Lessor shall provide or designate within a reasonable distance from the general location of the Aircraft. Alternatively, upon written notice following termination of this Agreement pursuant to this section, the Lessee shall allow Lessor or its agents to retrieve the Aircraft from Lessee's possession.

Section 17: Assignment

This Agreement or any Aircraft and Payment Schedule shall not be assigned by the Lessor except to an affiliate of Lessor without the express written consent of the Lessee, which consent shall not be unreasonably withheld. Neither this Agreement nor Lessee's interest in the Aircraft may be sold, assigned, subleased, transferred, pledged or mortgaged by the Lessee without the written consent of Lessor. However, Aircraft may be subleased by Lessee to a State agency or other political subdivision without the consent of Lessor, provided that this agreement and the obligation of Lessee to make Rental Payments hereunder, shall remain obligations of the Lessee and the sublessee assumes the obligations of Lessee under the Agreement with respect to the Aircraft subleased. Lessee shall immediately furnish to Lessor a true and complete copy of such sublease. No sublease shall cause the interest component of the Rental Payments due with respect to the Aircraft to become includable in gross income of the recipient for federal income tax purposes.

Section 18: Aircraft as Movable Property

The Aircraft are and shall remain movable property for the Term of this Agreement.

Section 19: Sale or Lease of the Aircraft after Lessor Regains Possession

If the Lessor acquires title to and possession of the Aircraft pursuant to a termination of this Agreement under Section 10 or 16, the Lessor shall pay the Lessee any surplus which

occurs as a result of the sale, lease or other disposition of the Aircraft, provided that such surplus may be reduced by reasonable expenses of retaking, holding, preparing for sale or lease, selling and leasing. "Surplus" is defined as any amount above the amount of the Purchase Option Price due at termination.

Section 20: The Lessor's Right to Perform for the Lessee

Subject to Section 10, if the Lessee fails to perform or comply with such covenants and obligations contained herein, and upon notification of the Lessee by Lessor and giving the Lessee the opportunity to perform in accordance with this Agreement, Lessor shall have the right to perform such covenants and obligations for the Lessee. All reasonable expenses incurred by the Lessor in the performance of such covenants and obligations shall be payable the Lessee upon presentation of documentation of the expenses incurred with justification for the expenses and proof of payment.

Section 21: Invoice

Lessor agrees to invoice Lessee for each Rental Payment due at least two (2) weeks prior to the due date of the Rental Payment.

Section 22: Notices

Any notices to be given or to be served upon any party hereto in connection with this Agreement must be in writing and may be given by certified or registered mail, and shall be deemed to have been given and received forty-eight (48) hours after a registered or certified letter containing such notice, postage prepaid, is deposited in the United States mail, and if given otherwise shall be deemed to have been given when delivered to and received by the party to whom it is addressed. Such notice shall be sent to the other party at its address below or at such address as the parties may provide in writing from time to time.

Lessee:

Lessor:

Section 23: Choice of Law

This Agreement shall be governed by and construed under the laws of the State of Louisiana.

Section 24: Waiver

The waiver by a party of any breach by the other party of any term, covenant or condition hereof shall not operate as a waiver of any subsequent breach thereof.

Section 25: Amendments

This Agreement shall only be amended in writing executed by the Lessor and the Lessee.

Section 26: Severability

If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Section 27: Protection from Seizure

Lessee shall, during the existence of this Agreement, invoke, as against third parties, all of its privileges, immunities, and exemptions from seizure of its property, in order to protect the Aircraft purchased under this Agreement from seizure and/or sale by or to third parties and to protect thereby the rights of the Lessor, under this Agreement, including, but not limited to, the Lessor's right to receive title, full ownership, and possession of the Aircraft upon the Lessee's default or upon occurrence of insufficient funding for this Agreement as described in Section 10.

Section 28: Entire Agreement

This Agreement (together with the Exhibits), the Aircraft and Payment Schedules, the Lessee's Bid dated _____, including any attachments or exhibits thereto (the "Bid Proposal"), and the Lessor's bid response to the proposal dated _____, (the "Bid Response") shall constitute the entire agreement between the parties, and supersedes all prior oral or written agreements or communications between the parties, and supersedes all prior oral or written agreements or communications relating to the subject matter of this Agreement. Should there be any contradictions in terms among this Agreement, the Bid Proposal or the Bid Response, the terms of this Agreement shall control. To the extent that the terms of this Agreement do not resolve such contradiction, the Bid Response controls.

Section 29: Execution in Counterparts

This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same instrument, provided there shall be only one fully executed original of this Agreement and each Aircraft and Payment Schedule.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date last signed below:

WITNESS SIGNATURES:	LESSEE:
_____	University of Louisiana System
_____	_____ Authorized Signature
	_____ Title
	_____ Date

WITNESS SIGNATURES:	LESSOR:
_____	_____ Company Name
_____	_____ Authorized Signature
	_____ Title
	_____ Date

Exhibit D-1

AIRCRAFT AND PAYMENT SCHEDULE NO. _____

The terms and conditions set forth in the Lease Purchase Agreement dated as of _____ between _____ ("Lessor") and the Board of Supervisors for the University of Louisiana System on behalf of Louisiana Tech University ("Lessee") apply to this exhibit and are adopted by reference as though set forth herein.

Description of Aircraft	Aircraft Identifying Number(s)
1.	
2.	

Interest Compound Period: _____
Nominal Annual Rate: _____
Effective Annual Rate: _____

Ten (10) Year Amortization Schedule (insert or attach with the following format)

Date	Payment	Interest	Principal	Balance	Purchase Option Price

Approved By:

_____
Louisiana Tech University

_____
Witness

Name:_____

Title:_____

_____
Witness

Date:_____

Exhibit D-2

CERTIFICATE OF ACCEPTANCE

TO: _____ (Lessor)

RE: Lease Purchase Agreement between _____ and the Board of Supervisors for the University of Louisiana System on behalf of Louisiana Tech University (Lessee)

Aircraft and Payment Schedule No. _____

In connection with the above-referenced Lease Purchase Agreement and Aircraft and Payment Schedule, we are pleased to confirm that:

1. All of the Aircraft described in such Aircraft and Payment Schedule has been delivered to and received by the undersigned; that all installation or other work necessary prior to the use thereof has been completed; that said Aircraft has been examined and/or tested and is in good operating order and condition and is in all respects satisfactory to the undersigned and complies with all terms of the Lease Purchase Agreement.

2. The Lessee has the power and authority to execute and deliver this Certificate of Acceptance under the Lease Purchase Agreement.

3. This certificate supplements, but does not alter, construe or amend the terms of the Lease Purchase Agreement between Lessor and Lessee.

_____ _____

Louisiana Tech University Witness

Name:_____

Title:_____ _____

Witness

Date:_____

Description of Aircraft Aircraft Identifying Number(s)

_____

_____

_____

_____

_____

Exhibit D-3

CERTIFICATE OF AIRCRAFT USE

TO: _____ (Lessor)

Louisiana Tech University Certification:

1. Louisiana Tech University has entered into an Aircraft and Payment Schedule No. _____ ("Schedule"), which by its terms, incorporates the provisions of the Lease Purchase Agreement dated as of _____ ("Agreement") between Lessor and the Board of Supervisors for the University of Louisiana System on behalf of Louisiana Tech University ("Lessee"). All representations herein are made by the Lessee with reference to the terms and conditions of the Schedule and Agreement on behalf of the Lessee, and nothing herein shall diminish any rights or benefits of the Lessee thereunder. The property listed in the Schedule is movable.

2. It is expected that the payments due from the Lessee under the Schedule and the Agreement ("Payments") will be paid when due from amounts either collected from students as course fees or from annual appropriations.

3. The Lessee will not receive proceeds or other consideration for its payment of such Payments other than the use, possession and ownership of the property pursuant to the terms and conditions of the Schedule and Agreement. It is reasonably expected that the Lessee will not sell or otherwise dispose of the property to the termination of the Schedule.

4. The Lessee will not use or permit the use of the property in such a manner or to such extent as would result in the loss of exemption from federal income tax of the interest portion of the Payments.

5. The Lessee agrees to provide such documentation as may be required for the purpose of reporting the Schedule and Agreement under the provisions of the Internal Revenue Code of 1986, its amendments, restatements or rules and regulations.

6. The Lessee represents that the property acquired under the Schedule is essential to its proper, efficient and economic operations. To that end, the Lessee provides the following responses concerning the property's intended use:

    a. The Aircraft will be used for instructional and training purposes only within the University's Professional Aviation Program.

    b. The Aircraft are essential for training and instruction to the Professional Aviation Program and to the educational mission for the University.

    c. The Aircraft have an estimated useful life of _____ years.

d. The Aircraft are replacing aging training aircraft with older technology of the Professional Aviation Program.

7. The Commissioner of Internal Revenue has not published notice that the Lessee is disqualified and may not certify its obligations under Treasury Regulations Section 1.103-13(a)(2), nor has the Lessee been notified that such action is contemplated.

8. To the undersigned's knowledge and belief, no other facts or circumstances exist which would materially change the expectations of the Lessee as set forth herein, and the expectations expressed are reasonable. The Undersigned is duly authorized to bind the Lessee in executing this Certificate.

_____

Louisiana Tech University

Name:_____

Title:_____

Date:_____

APPENDIX E - PROPOSAL SHEET

PROJECT: **LEASE PURCHASE OF 2 RETRACTABLE GEAR PRIMARY TRAINING AIRCRAFT - BID 50012-343-17**

Bids are due in the Louisiana Tech University Office of Purchasing no later than 2:00 p.m. on October 13, 2016. Bids may be mailed to Office of Purchasing, Louisiana Tech University, P.O. Box 3157, Ruston, Louisiana, 71272 or delivered to Louisiana Tech University, Office of Purchasing, Keeny Hall Room 408, Ruston, Louisiana, 71272.

Bids will be opened and read at 2:00 p.m. in the Office of Purchasing on October 13, 2016.

LOUISIANA TECH UNIVERSITY RESERVES THE RIGHT TO AWARD ITEMS SEPARATELY, GROUPED OR ON AN ALL-OR-NONE BASIS AND TO REJECT ANY OR ALL BIDS AND WAIVE ANY INFORMALITIES.

PROPOSOR declares that he; a) has carefully examined the Proposal Documents, b) has a clear understanding of the Proposal Documents, c) has personally inspected and is familiar with the project site, and hereby proposes to provide a municipal lease purchase for aircraft as described in bid documents as follows:

Cost per Aircraft $_____ Dollars ($_____)

Extended Cost for 2 Aircraft $_____ Dollars ($_____)

Less Total Trade-In Allowance $_____ Dollars ($_____)

Trade-in allowance for existing equipment described in Appendix B may be a factor considered in the award. The State of Louisiana reserves the right to accept or reject trade-in offers as deemed to be in the best interest of the state and approved by the Louisiana Property Assistance Agency. Equipment is offered "as is, where is".

Total Bid $_____ Dollars ($_____)

Interest Compound Period: _____

Nominal Annual Rate: _____

Effective Annual Rate: _____

Proposed Amortization Schedule over 10 year lease term (insert or attach with the following format)

Date	Payment	Interest	Principal Balance	Purchase Option Price

Name of Bidder: _____

Signature Authority: In accordance with L.R.S. 39:1594 (Act 121), the person signing the proposal must be: (1) A current corporate officer, partnership member or other individual specifically authorized to submit a bid as reflected in the appropriate records on file with the Secretary of State; or (2) An individual authorized to bind the vendor as reflected by an accompanying corporate resolution, certificate or affidavit; or (3) An individual listed on the State of Louisiana Bidder's Application as authorized to execute bids.

By signing the proposal, the proposer certifies compliance with the above.

By: _____

Title: _____

Telephone: _____

Address: _____

Date: _____