

**NORTH LAFOURCHE CONSERVATION, LEVEE
AND DRAINAGE DISTRICT
Terms of Sale of Surplus Equipment**

The minimum bid for this 2012 Chevy Silverado Truck (hereafter referred to as “equipment”) is \$1,000.00 USD.

Bids may be submitted electronically or in paper form. The deadline for submitting bids shall be no later than Thursday, April 16, 2026, at 10:00 A.M. CDT, at which time the bidding period shall be closed, and the bids will be opened and considered. If bid is to be submitted by paper, the bid shall be delivered prior to the above date and time to the business office of the North Lafourche Conservation, Levee and Drainage District located at 3862 Highway 1, Raceland, LA 70394, in a sealed envelope clearly marked “PUBLIC BID – 2012 CHEVY”. If submitting online, you MUST be a registered user of Central Bidding from Central Auction House, LTD and logged on to access “Bids by Agency” at <https://www.centralauctionhouse.com/List/BidsByAgency>. Any questions regarding the online registration and procedure for submitting electronically should be directed to Central Auction House, LTD at (225) 810-4814 or online at <https://www.centralauctionhouse.com/central-bidding/contact-us>.

The sale of this equipment is considered by the North Lafourche Conservation, Levee and Drainage District (NLCLDD) to be an “isolated or occasional sale” within its meaning pursuant to the provisions of La. R.S. 47:301 and is not subject to sales tax.

Within 72 hours of the notice of bid award by the North Lafourche Conservation, Levee and Drainage District, the winning bidder shall submit the following (forms are available for download or from NLCLDD Office):

1. **BID SURETY:** the winning bidder shall submit a **Certified Check, Cashier’s Check, Money Order, Wire Transfer Transaction, or Bid Bond with Power of Attorney**, in the amount of **ten percent (10%)** of the proposed price made payable to **North Lafourche Conservation, Levee and Drainage District**. **Letters of Credit WILL NOT be accepted**. Failure to do so will result in the bid being declared irregular and shall be cause for rejection. Should the highest bidder not proceed with the purchase of the equipment awarded within the 10-day time period to execute a Bill of Sale; this amount **WILL NOT** be refunded.
2. **CODE OF ETHICS FORM**

AWARD TO HIGHEST BIDDER, TIME, RIGHT TO REJECT, and NOTICE: The North Lafourche Conservation, Levee and Drainage District (NLCLDD) will make the final decision regarding the award of the bid within seventy-two (72) hours of the bid deadline, exclusive of weekends and holidays. NLCLDD reserves the right to reject all bids for just cause in the best interest of the Levee District. In the event the bid is awarded, a formal written notice of the award of the bid will be given to the highest responsible bidder who bid according to the instruction to bidders and specifications.

EXECUTION OF BILL OF SALE, TIME, DEPOSIT: The bidder to whom the bid is awarded shall, within ten (10) calendar days from the date of the notice of such award, execute a “Bill of Sale” with the NLCLDD (Attached hereto) and shall remit the balance due. In the event the bidder

fails or refuses to execute a “Bill of Sale” and remit the balance of the purchase price to the NLCLDD within said period of ten (10) days from the date of the notice of award of the bid, NLCLDD shall have the right to disqualify the said bidder and award the bid to the next highest bidder who bid according to the instructions to bidders and specifications. The high bidder’s 10% deposit or bond shall be forfeited.

For any questions about this listing, please contact:

BRANDY THERIOT

North Lafourche Conservation, Levee and Drainage District
3862 Highway 1
Raceland, Louisiana 70394

Phone: 985-537-2244

E-mail: ap@nlcldd.com

ADDITIONAL GENERAL TERMS AND CONDITIONS: The following General Terms and Conditions apply to this Sale of Surplus Equipment.

NORTH LAFOURCHE CONSERVATION, LEVEE AND DRAINAGE DISTRICT

General Terms and Conditions

All bidders and other participants of this auction agree that they have read and fully understand these Terms of Sale of Surplus Equipment and these Additional General Terms and Conditions and agree to be bound thereby.

GUARANTEE/WARRANTY WAIVER: The equipment is offered for sale **AS IS, WHERE IS**. The NLCLDD (Seller) makes no warranty, guaranty or representation of any kind, expressed or implied, as to merchantability or fitness for any purpose of the equipment offered for sale. The Buyer is not entitled to payment for loss of profit or any other money damages – special, direct, indirect or consequential.

DESCRIPTION WARRANTY: Seller warrants to the Buyer that the equipment offered for sale will conform to its description. Any claim for mis-description must be made prior to removal of the equipment. If Seller confirms that the equipment does not conform to the description, Seller will keep the equipment and refund any money paid. The liability of the **North Lafourche Conservation, Levee and Drainage District** shall not exceed the actual purchase price of the equipment. Please note that upon removal of the equipment, **all sales are final**.

PERSONAL AND PROPERTY RISK: Persons attending during exhibition, sale or removal of equipment assume all risks of damage of or loss to person or property and specifically release the Seller and Central Auction House, Ltd. from any and all liability thereof.

INSPECTION: The item offered for sale is used and may contain defects not immediately detectable. **Bidders may and are encouraged to inspect the equipment prior to bidding.** The

equipment offered will be available for inspection on Wednesday, April 8, 2026, from 10:00am to 2:00pm at the NLCLDD's Office, 3862 Hwy 1, Raceland, LA 70394. If you cannot make this inspection date you may contact Brandy Theriot by email, ap@nlcldd.com or call 985-537-2244 to schedule an additional inspection time. The NLCLDD cannot guarantee additional inspection times but will be scheduled based on availability.

Photographs of the equipment offered for sale are provided for reference purposes only and are not indicative of equipment condition.

The bidder is invited, urged, and cautioned to research the equipment prior to submitting a bid. Failure to research the equipment shall not constitute cause for cancellation of the sale.

Note: You MUST be registered and logged on to Central Auction House at <https://www.centrauctionhouse.com/List/BidsByAgency> to view the necessary .pdf files.

PAYMENT IN FULL: Payment in full must be made before pickup can take place. If an acceptable form of full payment is not received as required above, the sale will be cancelled. The bidder will not be allowed to bid on Seller's merchandise again. **NO PERSONAL CHECKS OR CASH WILL BE ACCEPTED. All payments must be made from a United States Financial Institution. Acceptable forms of payment are:**

- Certified Cashier's Check
- Money Order
- Company Check (with Bank Letter guaranteeing funds – **mandatory**)
- Wire Transfer Transaction

Acceptable forms of payment shall be made payable to: North Lafourche Conservation, Levee and Drainage District. Payment shall be made at the location listed in the Bill of Sale or as per provided wire transfer information.

REMOVAL AND SITE OF DELIVERY: The Buyer shall take delivery of the equipment within thirty (30) days from the time and date of execution of the Bill of Sale. The Buyer is responsible for loading and removal of the equipment from the place where the equipment is located for delivery. The Buyer will make all arrangements and perform all work necessary, including loading and transportation of the equipment. Under no circumstances will the North Lafourche Conservation, Levee and Drainage District assume responsibility for loading or shipping. Equipment may be removed between the hours of 8:00 AM – 4:30 PM CST, Monday through Friday, excluding legal holidays. If the item(s) are not removed within thirty (30) days, storage fees, other charges, and possible cancellation of the agreement may happen at the seller's discretion.

INSURANCE AND RISK OF LOSS: The NLCLDD shall keep insured the equipment until it is delivered to the Buyer at the loadout site or thirty (30) days from date of Bill of Sale, whichever occurs first. Once delivered, or upon expiration of the thirty-day period for taking delivery by the Buyer, the risk of loss of the equipment shall be upon the Buyer.

FAILURE TO ACCEPT DELIVERY WITHIN THE THIRTY DAY PERIOD:

Failure to accept delivery within the thirty (30) day period will subject the Buyer to pay storage fees, other related charges, or possible cancellation of entire sale as specified above. If equipment is not removed within thirty (30) days of the Bill of Sale, Buyer may lose any and all money paid for the equipment including storage fees. Should this event occur, the Seller will also block the Buyer from future bidding on Seller's merchandise, cancel the sale of any other awards pending payment and re-auction the item(s) involved.

DEFAULT: Default shall include the failure to observe these terms and conditions; failure to make good and timely payment; failure to remove all items within the specified time. Default may result in termination of the contract and suspension from participation in all future sales until the default has been cured. If the Buyer fails in performance of their obligations, Seller may exercise such rights and may pursue such remedies as are provided by law. **Seller reserves the right to reclaim and resell all items not removed by Buyer within thirty (30) days from the Bill of Sale date.**

ACCEPTANCE OF TERMS of SALE of SURPLUS EQUIPMENT and additional GENERAL TERMS AND CONDITIONS: By submitting a bid, the bidder agrees that they have read, fully understand and accept these Terms of Sale of Surplus Equipment and these additional General Terms and Conditions, and agree to pay for and remove the equipment, if the bid is accepted, by the dates and times specified. These Terms of Sale of Surplus Equipment and these additional General Terms and Conditions are displayed with each item listed online with Central Auction House, Ltd.

STATE/LOCAL SALES and/or USE TAX: THIS SALE IS INTENDED TO BE CLASSIFIED AS AN OCCASSIONAL SALE AND NOT SUBJECT TO STATE AND LOCAL SALES TAX. Nevertheless, in the event that the transaction is deemed taxable by either the State or Local Collector, such additional tax shall be the obligation of the Buyers. Buyers are responsible for contacting the appropriate tax office, seeking legal counsel as to the applicability of State and Local sales and use tax laws and ordinances, completing any forms, and paying any taxes that may be imposed.

SALES TO COMMISSIONERS/EMPLOYEES: Commissioners and employees of the North Lafourche Conservation, Levee and Drainage District, and their immediate family members, may NOT bid on the equipment listed for auction.

REQUEST FOR BID OF SURPLUS EQUIPMENT

BID FORM

TO: North Lafourche Conservation,
Levee & Drainage District
P.O. Box 309
Thibodaux, LA 70302-0309

BID FOR: 2012 Chevy Silverado

The undersigned bidder hereby declares and represents that she/he; a) has carefully examined and understands the Proposal Documents, b) has not received, relied on, or based his bid on any verbal instructions contrary to the Bidding Documents or any addenda, c) has personally inspected and is familiar with the project site, and hereby proposes to provide all labor, materials, tools, appliances and facilities as required to perform, in a workmanlike manner, all work and services for the construction and completion of the referenced project, all in strict accordance with the proposal documents prepared by: North Lafourche Conservation, Levee and Drainage District and dated: 03/2026

Bidders must acknowledge all addenda. The Bidder acknowledges receipt of the following **ADDENDA:** (Enter the number the Designer has assigned to each of the addenda that the Bidder is acknowledging)
_____.

TOTAL BID: For all work required by the Bidding Documents (including any and all unit prices designated "Base Bid" * but not alternates) the sum of:

_____ Dollars (\$ _____)

NAME OF BIDDER: _____

ADDRESS OF BIDDER: _____

NAME OF AUTHORIZED SIGNATORY OF BIDDER: _____

TITLE OF AUTHORIZED SIGNATORY OF BIDDER: _____

SIGNATURE OF AUTHORIZED SIGNATORY OF BIDDER **: _____

DATE: _____

* The Unit Price Form shall be used if the contract includes unit prices. Otherwise it is not required and need not be included with the form. The number of unit prices that may be included is not limited and additional sheets may be included if needed.

** If someone other than a corporate officer signs for the Bidder/Contractor, a copy of a corporate resolution or other signature authorization shall be required for submission of bid. Failure to include a copy of the appropriate signature authorization, if required, may result in the rejection of the bid unless bidder has complied with La. R.S. 38:2212(B) 5.

*****BID IS FOR AS IS, WHERE IS, NO WARRANTY INTENDED OR IMPLIED*****

DESCRIPTION OF TRUCK

**NORTH LAFOURCHE CONSERVATION, LEVEE AND
DRAINAGE DISTRICT**

2012 Chevy Silverado Truck (VIN 3GCPKPEA7CG241122)

BILL of SALE

KNOWN ALL MEN BY THESE PRESENTS: THAT THE UNDERSIGNED, NORTH LAFOURCHE CONSERVATION, LEVEE AND DRAINAGE DISTRICT (NLCLDD), DOES FOR THE SUM OF _____ U.S. DOLLARS, HEREBY GRANT, SELL, TRANSFER, & DELIVER UNTO, & HEREIN CALLED BUYER &/OR GRANTEE,

THE FOLLOWING DESCRIBED GOODS:

2012 Chevy Silverado Truck, VIN 3GCPKPEA7CG241122

To have and to hold, all and singular, the said goods and chattels to said BUYER and his heirs, successors and assignees. The undersigned covenants with said BUYER that the undersigned is the lawful owner of said chattels and property: that they are free and clear from all liens and encumbrances: that the undersigned has good rights to sell such property: the undersigned shall warrant and defend same against all lawful claims and demands by all persons.

GUARANTEE/WARRANTY WAIVER: The above-described property is in a used condition. The equipment is offered for sale **AS IS, WHERE IS.** The NLCLDD (SELLER) makes no warranty, guaranty or representation of any kind, expressed or implied, as to merchantability or fitness for any purpose of the equipment offered for sale. The Buyer is not entitled to payment for loss of profit or any other money damages – special, direct, indirect or consequential. **The SELLER is neither a manufacturer nor distributor of, nor dealer of merchant in, said property.**

By acceptance and delivery of said property, the BUYER affirms that he has not relied on the SELLERS skill or judgment to select or furnish said property for any particular purpose and that there are no representations expressed or implied or statutory, that extend beyond the description of said property as set forth above. By accepting this delivery of said property, the BUYER acknowledges that he has either examined said property as fully as desired, or has been given the opportunity for such examination and has refused to make such examination.

REMOVAL AND SITE OF DELIVERY: The Buyer shall take delivery of the equipment within thirty (30) days from the time and date of execution of this Bill of Sale. The Buyer is responsible for loading and removal of the equipment from the place where the equipment is located for delivery. The Buyer will make all arrangements and perform all work necessary, including loading and transportation of the property. Under no circumstances will the NLCLDD assume responsibility for loading or shipping. Property may be removed between the hours of 8:00 AM – 4:30 PM CST, Monday through Friday, excluding legal holidays. If the item(s) are not removed within thirty (30) days from the Bill of Sale date, storage fees, other charges, and possible cancellation of the agreement may happen at the seller’s discretion.

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IN WITNESS WHEREOF, SELLER has executed this instrument this ____ day of _____, 2026.

By: _____
DWAYNE BOURGEOIS

Title: EXECUTIVE DIRECTOR

Date: _____

Notary Signature: _____ (Attesting to signature executing document)

Notary Name (Printed): _____

NOTARY SEAL:

CODE OF ETHICS

*To be returned with official bid forms to North Lafourche Conservation, Levee & Drainage District
(NLCLDD)*

La. R.S.42: 1109 et seq. Prohibits “public servants” (NLCLDD Commissioners/Employees) from entering into contracts and other transactions that are under the jurisdictions of the agency of that “public servant”. Therefore, the following people are prohibited from bidding on surplus items:

All NLCLDD Commissioners; All employees of the NLCLDD; the children, spouses of children, brothers, sisters, parents, spouse, and the parents of the spouse, of the above listed persons; and any corporation, partnership, or other legal entity in which a person described above has a controlling interest.

Code of Ethics Form

THE FOLLOWING QUESTIONS MUST BE SUBMITTED WITH YOUR BID DOCUMENTS.

1. ARE YOU EMPLOYED WITH OR SERVE ON THE BOARD OF THE NLCLDD?
YES ___ or NO___
2. IF YES, WHAT IS YOUR POSITION? _____
3. DO YOU HAVE ANY FAMILY MEMBERS THAT WORK FOR OR SERVE ON THE BOARD OF THE NLCLDD?
YES ___ or NO___
4. IF YES, WHAT IS THAT PERSON’S POSITION? _____,
WHAT IS YOUR RELATIONSHIP TO THIS NLCLDD EMPLOYEE/COMMISSIONER?
_____.









