



STATE OF DELAWARE  
EXECUTIVE DEPARTMENT  
OFFICE OF MANAGEMENT AND BUDGET

September 24, 2025

TO: ALL STATE AGENCIES, SCHOOL DISTRICTS, MUNICIPALITIES, VOLUNTEER  
FIRE COMPANIES AND POLITICAL SUBDIVISIONS

FROM: COURTNEY STRICKLAND  
STATE CONTRACT PROCUREMENT ADMINISTRATOR  
302-857-4557

SUBJECT: **AWARD NOTICE**  
**CONTRACT NO. GSS25945-MTL\_HND**  
**Material Handling Equipment, Maintenance, Repair and Parts**

TABLE OF CONTENTS  
OF  
KEY CONTRACT INFORMATION

1. **CONTRACT OVERVIEW**..... 2  
2. **MANDATORY USE CONTRACT** ..... 2  
3. **CONTRACT PERIOD** ..... 2  
4. **VENDORS** ..... 2  
5. **CONTRACT COVERAGE**..... 2  
6. **AUTHORIZED DEALERS**..... 3  
7. **PRICING** ..... 3  
8. **ORDERING PROCEDURE**..... 4  
**ADDITIONAL TERMS AND CONDITIONS**..... 4



## KEY CONTRACT INFORMATION

### 1. CONTRACT OVERVIEW

Contract covers material handling equipment purchase, maintenance, repair, and purchase of parts.

### 2. MANDATORY USE CONTRACT

[\(Return to Table of Contents\)](#)

REF: Title 29, Chapter 6911(d) Delaware Code. Every state department and agency within the Executive Branch and Judicial Branch of the state government shall procure all material, equipment and nonprofessional services through the statewide contracts administered by Government Support Services, Office of Management and Budget. Delaware State University, Delaware Technical and Community College, the operations funded by Public School Districts, Delaware Transit Corporation, the Legislative Branch and the Board of Pension Trustees and their consultants are specifically exempted from the requirements of this subsection.

### 3. CONTRACT PERIOD

[\(Return to Table of Contents\)](#)

Each contractor's contract shall be valid October 1, 2025 through July 31, 2027. Each contract may be renewed for three (3) one (1) year periods through negotiation between the contractor and Government Support Services. Negotiation may be initiated no later than ninety (90) days prior to the termination of the current agreement.

### 4. VENDORS

[\(Return to Table of Contents\)](#)

GSS25945-MTL_HNDV01 <b>Chaves Brothers Management, LLC</b> 300 SW 8 <sup>th</sup> St #17 Boca Raton, FL 33432 Tyler Chaves 973-224-9955 <a href="mailto:tylerc@govprocurement.net">tylerc@govprocurement.net</a>	GSS25945-MTL_HNDV02 <b>Eastern Lift Truck Co., Inc.</b> 549 E. Linwood Ave Maple Shade, NJ 08052 Travis Baker 302-932-8412 <a href="mailto:tbaker@easternlifttruck.com">tbaker@easternlifttruck.com</a>
GSS25945-MTL_HNDV03 <b>Fleet Titans</b> PO Box 6 Millsboro, DE 19966 Ben Patterson 302-535-0113 <a href="mailto:bpatterson@fleettitans.com">bpatterson@fleettitans.com</a>	

### 5. CONTRACT COVERAGE

[\(Return to Table of Contents\)](#)

- **Purchase of Equipment** - Supply new material handling equipment, including but not limited to forklifts, pallet jacks, conveyor belts, cranes, scissor lifts, boom lifts, powered hand trucks, etc. Ensure equipment meets all applicable safety regulations, including but not limited to OSHA standards and specifications provided by the client. Provide detailed documentation, including warranties, manuals, and certifications for delivered equipment.

All items proposed must comply with current applicable safety or regulatory standards or codes.

Proposed equipment and products must be for new, current model; however, proposer may offer certain close-out equipment or products if it is specifically noted in the pricing proposal.

- **Maintenance Services** - Perform regular preventive maintenance to ensure the safe operation of equipment. - Include inspections, lubrication, adjustments, and testing of equipment components. Create a maintenance schedule and provide detailed reports of completed services.
- **Repair Services** - Respond promptly to service requests for repair of equipment. - Diagnose and resolve mechanical, electrical, and hydraulic issues. Replace worn or damaged components with original equipment manufacturer (OEM) or approved parts. Service calls for repairs are to be acknowledged within two (2) hours and a timeline provided of when someone will arrive. Regular business hours for the purpose of this contract shall be 7:00 a.m. to 5:00 p.m.
- **Parts Supply** - Provide an inventory of readily available parts for all specified material handling equipment. Ensure timely delivery of parts to minimize downtime during repairs or maintenance.
- **Rental or Loaner** – Where repair/service timeline to completion exceeds one-week, five (5) business days, a loaner is required to maintain operational needs.

## 6. AUTHORIZED DEALERS

[\(Return to Table of Contents\)](#)

Vendor	Authorized Dealer for...
Chaves Brothers Management, LLC	Viper Lift Truck
Eastern Lift Truck Co., Inc	Big Joe CombiLift Factory Cat Hyster-Yale JCB Load Lifter V. Mariotti Rail King Skyjack TASK Forklifts Waev Inc (GEM, Taylor-Dunn, Fusion, Tiger)
Fleet Titans	Sany America LGMG North America Nifty Lift

## 7. PRICING

[\(Return to Table of Contents\)](#)

Vendor	Equipment Purchase, Minimum Discount off List	Accessories/Parts, Minimum off List
Chaves Brothers Management, LLC	5%	5%
Eastern Lift Truck Co., Inc	0%	10%
Fleet Titans	20%	20%

Vendor	PM and/or Repair Hourly Rate (7:00 a.m. – 5:00 p.m.)
Eastern Lift Truck Co., Inc	\$159.20
Fleet Titans	\$186.00

Vendor	Training/Certification Description	Cost
Chaves Brothers Management, LLC	Training	\$300
Eastern Lift Truck Co., Inc	Forklift & Scissor Lift Hands on Training	Flat rate of \$1,100, up to 10 participants
	Forklift	\$1,400 (1 <sup>st</sup> person), \$885 (each additional)
	MEWP	\$1,400 (1 <sup>st</sup> person), \$885 (each additional)

**8. ORDERING PROCEDURE**

[\(Return to Table of Contents\)](#)

Ordering agencies will engage awarded vendors through **eMarketplace to request quotes for new equipment, accessories, and parts**. Returned quotes must reference the contract number and may not include additional terms and conditions. Once a quote is selected, it will be added to a cart for checkout.

**Service needs will be scheduled via phone or email.**

Agency will call to schedule preventative maintenance (PM) and/or repair. In the event the vendor is performing PM for the first time on requested equipment, Agency will provide copy of the last inspection report and identify the additional items they wish to be addressed as part of the service call.

Service calls for repairs are to be acknowledged within two (2) hours and a timeline provided of when someone will arrive. All work shall be performed during normal working hours from 7:00 a.m. to 5:00 p.m. Except for emergency repairs, and based on agency need, no work shall be performed on weekends or State holidays.

Providing necessary labor, materials, basic shop supplies to maintain all serviced equipment in prime operating condition, consistent with manufacturer's service recommendations. No mileage or vehicle charges will be permitted under this contract.

**ADDITIONAL TERMS AND CONDITIONS**

[\(Return to Table of Contents\)](#)

**9. BILLING**

The successful vendor is required to **"Bill as Shipped" to the respective ordering agency(s)**. Ordering agencies shall provide at a minimum the contract number, ship to and bill to address, contract name and phone number.

**10. PAYMENT**

The agencies or school districts involved will authorize and process for payment each invoice within thirty (30) days after the date of receipt. The contractor or vendor must accept full payment by procurement (credit) card and/or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions.

## **11. PRODUCT SUBSTITUTION**

All items delivered during the life of the contract shall be of the same type and manufacture as specified unless specific approval is given by Government Support Services to do otherwise. Substitutions may require the submission of written specifications and product evaluation prior to any approvals being granted.

## **12. PURCHASE ORDERS**

Agencies that are part of the First State Financial (FSF) system are required to identify the contract number GSS25945-MTL\_HND on all Purchase Orders (P.O.) and shall complete the same when entering P.O. information in the state's financial reporting system.

## **13. REQUIREMENTS**

For a complete list of contract specifications please refer to the original bid solicitation document(s). Any contract specific documentation will be accessible through the hyperlink(s) provided on this contract's details page.

## **14. HOLD HARMLESS**

The contractor agrees that it shall indemnify and hold the State of Delaware and all its agencies harmless from and against any and all claims for injury, loss of life, or damage to or loss of use of property caused or alleged to be caused, by acts or omissions of the contractor, its employees, and invitees on or about the premises and which arise out of the contractor's performance, or failure to perform as specified in the Agreement.

## **15. NON-PERFORMANCE**

In the event the contractor does not fulfill its obligations under the terms and conditions of this contract, the ordering agency may purchase equivalent product on the open market. Any difference in cost between the contract prices herein and the price of open market product shall be the responsibility of the contractor. Under no circumstances shall monies be due the contractor in the event open market products can be obtained below contract cost. Any monies charged to the contractor may be deducted from an open invoice.

## **16. FORCE MAJEURE**

Neither the contractor nor the ordering agency shall be held liable for non-performance under the terms and conditions of this contract due, but not limited to, government restriction, strike, flood, fire, or unforeseen catastrophe beyond either party's control. Each party shall notify the other in writing of any situation that may prevent performance under the terms and conditions of this contract.

## **17. AGENCY'S RESPONSIBILITIES**

The Agency shall:

- a) Examine and review in detail all letters, reports, drawings and other documents presented by the Contractor to the Agency and render to the Contractor in writing, findings and decisions pertaining thereto within a reasonable time so as not to delay the services of Contractor.
- b) Give prompt written notice to the Contractor whenever the Agency observes or otherwise becomes aware of any development that affects the scope or timing of the Contractor's services.

Award Notice

Contract No. GSS25945-MTL\_HND

- c) When an ordering agency first experiences a relatively minor problem or difficulty with a vendor, the agency will contact the vendor directly and attempt to informally resolve the problem. This includes failure to perform by the date specified and any unacceptable difference(s) between the purchase order and the merchandise received. Ordering agencies should stress to vendors that they should expedite correction of the differences because failure to reply may result in an unfavorable rating in the execution of the awarded contract.
- d) The state has several remedies available to resolve non-performance issues with the contractor. The Agency should refer to the Contract Terms and Conditions to view these remedies. When a default occurs, the Agency should first review the contract to confirm that the issue is a part of the contract. If the issue is not covered by the contract, the state cannot expect the contractor to perform outside the agreement. If the issue is a part of the contract, the Agency or GSS - Contracting must then contact the contractor, discuss the reasons surrounding the default and establish a date when the contractor will resolve the non-performance issue.
- e) If there is a performance deficiency, a Corrective Action Report (CAR) may be used. Complete this form to report concerns with vendors or commodities. Be sure to furnish as much detail as possible. <https://mymarketplace.delaware.gov/documents/car.pdf>.