



Jerrick Hernandez <jhernandez@guamopa.com>

FW: GSA Doc #2

Erik Soderholm <erik@soderholmbus.com>

Tue, Sep 15, 2020 at 2:27 PM

To: Jerrick Hernandez <jhernandez@guamopa.com>

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Jerrick: Per your request, please find attached our List of Issues for your review.

Would you please confirm receipt of this & our earlier email of our List of Witnesses & Exhibits?

Thank you.

R. Erik Soderholm

Vice President

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From: Denise Soderholm [mailto:denise@soderholmbus.com]

Sent: Monday, September 14, 2020 6:17 PM

To: Erik Soderholm <erik@soderholmbus.com>

Subject: GSA Doc #2

Here it is

Denise L. Soderholm

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R. Erik Soderholm, representing Soderholm Sales and Leasing, Inc.

**IN THE OFFICE OF PUBLIC ACCOUNTABILITY
PROCUREMENT APPEAL**

IN THE APPEAL OF)	DOCKET No.: OPA-PA-20-006
)	
SODERHOLM SALES AND)	APPELLANT PARTY'S
LEASING, INC.,)	
)	APPELLANT'S
Appellant.)	LIST OF ISSUES
_____)	

COMES NOW, Soderholm Sales and Leasing, Inc. ("SODERHOLM") the Appellant, by and through it

Its undersigned representative, and herein files its List of Issues in the above-captioned matter.

LIST OF ISSUES

RESPONSIVENESS AND COMPLIANCE OF APPELLANT, AND NONRESPONSIVENESS AND NONCOMPLIANCE OF INTERESTED PARTY.

- A. Whether SODERHOLM's minor change in the floor plan at the request of Christine Tedtaoatao of GSA was a permitted accommodation? There was a statement from Chuck McDonald, counsel for Interested Party, Monster Auto Spot (AUTO SPOT) in the last hearing that only specifications for a RFP can be changed after the fact not an IFB like the current bid. This is not true. Attached are Exhibits M1/M2 and N1/N2 of just two of hundreds of IFB's that were changed we did from the County of Maui and the County of Kauai where floor plans were changed post bid opening.
- B. Whether Page 45 of 74 of the IFB's specification under Wheelchair Stations: "...with lift located curbside beside front entrance forward facing". Is patently unclear? The wheelchair lift can't be forward facing to be on the curbside? Are bidders obligated to correct bid specifications ambiguities for the writer of the bid, GSA? Or just have the option to ask questions and clarifications?

- C. Whether AUTO SPOT submitted a compliant Buy America certificate when the certificate in Exhibit B was defective on its face for not meeting the 70% minimum when it showed a 73.49% with a 4.55% margin of error? Exhibit E is a letter on Forest River, the parent of StarCraft Bus, the bus AUTO SPOT bid, on Forest River letterhead that was sent to all Forest River dealers that the GM/Chevy/GMC chassis AUTO SPOT bid does not meet Buy America. Exhibit F is a similar letter sent to Eldorado dealers.
- D. Whether AUTO SPOT actually had a written dealer agreement with StarCraft Bus, the bus they bid? We request a copy? Without a written dealer agreement AUTO SPOT can't provide parts, service or warranty on the bus to GRTA.
- E. SODERHOLM submitted a current Eldorado dealer agreement with the bid. See attached Exhibit G. Matt Wolff, Deputy AG representing GSA incorrectly stated in in J of their List of Issues says SODERHOLM's Eldorado dealership has expired. This not true. ARTICLE III on page 2 is an evergreen clause that is automatically renewed annually unless terminated by a specific clause. We have had a continuous dealership agreement with Eldorado for 30+ years. Moreover under HRS 437 which governs, the agreement can't be unilaterally be terminated by Eldorado.
- F. Whether AUTO SPOT will ever be able to provide parts, service and warranty for these 10 GRTA buses? See attached Exhibit H the Press Release announcing the purchase of Eldorado and Champion bus factories by Forest River. Please also see attached Exhibit I SODERHOLM's now dealer agreement that now includes StarCraft Bus.
- G. Whether AUTO SPOT will be able to provide the major component parts, service and warranty including the wheelchair lift, air conditioning and seating? See attached Exhibits J, K & L from Braun wheelchair lifts, ProAir A/C and Freedman Seating confirming SODERHOLM is the exclusive dealer for Hawaii and the Pacific Islands including Guam.
- H. Whether GSA failed in their responsibility to respond to SODRERHOLM and practice good faith? There were statements by Attorneys Wolff and McDonald in the last hearing that there was no evidence that GSA failed to respond to SODERHOLM. Please find attached copies of the Exhibits O-1/20 emails sent to GSA with no response. Please provide any responses? GSA can't just operate under GovGuam law in bid with federal FTA funds. They must comply with FTA bids. For FTA bids the agency must repond to bidders and treat them with good faith. We have also requested phone logs of the 100+ phone calls we made to the GSA over 6+ months that went unreturned. We hope to have those later this week? Please provide evidence that GSA every called SODERHOLM?

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In the Appeal of Soderholm Sales and Leasing, Inc. vs. GSA

List of Issues

Office of Accountability Docket No. OPA-PA-20-006

- I. SODERHOLM reserves the right to rebut any untrue allegations from AUTO SPOT or GSA.

Respectfully submitted on this 14th day of September, 2020.

R. Erik Soderholm
Vice President
Soderholm Sales and Leasing, Inc.

Appellant

By 

R. Erik Soderholm