

STATE OF SOUTH CAROLINA)
)
 COUNTY OF RICHLAND)

BEFORE THE SOUTH CAROLINA
 PROCUREMENT REVIEW PANEL
 CASE NO. 1988-14

ON MOTION FOR RECONSIDERATION

IN RE:)
 PROTEST OF PITNEY BOWES, INC.) O R D E R
)

This case originally came before the South Carolina Procurement Review Panel ("Panel") for hearing on January 5, 1989, on the protest by Pitney Bowes, Inc., ("Pitney Bowes") of the award to Major Business Machines, Inc., ("Major") of a contract to provide a mail management system to the College of Charleston (the "College"). In its Order dated January 19, 1989, the Panel found in favor of Pitney Bowes that the specifications were ambiguous and ordered the College of Charleston to rewrite the specifications and rebid the contract.

On January 31, 1989, the College of Charleston petitioned the Panel for rehearing of the case on the grounds that, if the contract is rebid as ordered, the College could potentially suffer excessive damages because, before the Pitney Bowes protest, it had already contracted with Major to provide the mail management system. The College alleges that if the contract is rebid and a vendor besides Major wins, the College might find itself obligated under two contracts.

At the first hearing evidence was presented to the Panel of the existence of the contract with Major. Mr. Major himself testified that his company was still awaiting payment under the contract pending Major's correcting some

problems that the College was experiencing with the postage machine. The College did not present evidence of the terms of the contract or of what its potential liability would be upon termination. Neither did it argue the existence of the contract as a factor against rebidding although this relief was plainly requested and argued for by Pitney Bowes.

In the absence of a showing by the College of new facts or matters which the Panel failed to consider, a rehearing is not warranted.

The Panel is not without sympathy for the position in which the College finds itself. However, the evidence presented to the Panel shows that prior to the bid solicitation's being issued the College Procurement Office was aware that Pitney Bowes placed a different interpretation on the specifications than the College did. It seems imprudent, at best, for the College to immediately enter into a contract with Major when it could have reasonably expected Pitney Bowes to challenge the solicitation. Because the time for protesting in this case was only ten days from the date Pitney Bowes knew that Major was the intended recipient of the contract, it is not unreasonable to expect the College, or any other agency in its position, to wait the ten days before binding itself to a contract, notwithstanding that the Code allows it to proceed immediately.

For the reasons stated above, the College's Petition
for Rehearing is denied.

IT IS SO ORDERED.

SOUTH CAROLINA PROCUREMENT
REVIEW PANEL

BY: 

Hugh K. Leatherman, Sr.
Chairman

2-7, 1989
Columbia, South Carolina