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CHAIRMAN, SENATE FINANCE COMMITTEE  
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CHAIRMAN, HOUSE WAYS AND MEANS COMMITTEE  
GRANT GILLESPIE  
EXECUTIVE DIRECTOR

## Protest Decision

**Matter of:** DCG Consultants Group Inc.

**File No.:** 2025-217

**Posting Date:** July 9, 2025

**Contracting Entity:** South Carolina Department of Employment and Workforce

**Solicitation No.:** DEW REQ-00535699

**Description:** Unified Enterprise Support Services

### DIGEST

The Chief Procurement Officer (CPO) dismisses as moot the protest of DCG Consultants Group (DCG) challenging the South Carolina Department of Employment and Workforce's (DEW) intent to award a contract as a sole source for Unified Enterprise Support Services where DEW has subsequently awarded an emergency contract for the same services. DCG's protest is attached as Exhibit A.

### AUTHORITY

The Chief Procurement Officer (CPO) conducted an administrative review per S.C. Code Ann. § 11-35-4210. This decision is based on materials in the procurement file and applicable law and precedents.

## **BACKGROUND**

On May 5, 2025, DEW advertised its intent to award a sole source contract to Microsoft Services (Microsoft), for Unified Enterprise Support Services.<sup>1</sup> [Exhibit B] That same day, DCG protested asserting that it could provide the required services. On May 16, 2025, DEW advertised a notice that it had entered a one-year contract with Microsoft on an emergency basis because its contract with Microsoft for Unified Enterprise Support Services had expired and these critical services were necessary to protect DEW from cyber-attacks.<sup>2</sup> [Exhibit C]

## **DISCUSSION**

DEW's emergency acquisition of Unified Enterprise Support Services has rendered DCG's protest of the sole source moot. However, this is not the first protest the CPO has received of an agency's intent to award a sole source contract to Microsoft for Unified Enterprise Support Services. As noted in that case, there is evidence to suggest that Microsoft is not the only entity capable of supplying Unified Support Services. For one, a simple internet search for competitors to Microsoft for these services indicates that there are at least a couple of competitors. Moreover, at least one other state agency has already successfully completed a competitive acquisition of these services and others are developing competitive procurements to acquire them. Finally, DEW appended to its justification for a sole source acquisition a document provided by Microsoft "Microsoft Enterprise Support Services Program Description." This document has a statement at the end that suggests that Microsoft is not the only supplier of these services. [Exhibit B]

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<sup>1</sup> This notice of intent to award a sole source contract was advertised in South Carolina Business Opportunities on the same day the existing sole source contract for the same services expired.

<sup>2</sup> DEW states it will conduct a competitive procurement when the emergency contract expires.

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Case No. 2025-217  
July 9, 2025

## **DECISION**

For the reason stated above, the CPO dismisses DCG's protest as moot.



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John St. C. White  
Chief Procurement Officer

Columbia, South Carolina

## STATEMENT OF RIGHT TO FURTHER ADMINISTRATIVE REVIEW

*Protest Appeal Notice (Revised July 2025)*

The South Carolina Procurement Code, in Section 11-35-4210, subsection 6, states:

(6) Finality of Decision. A decision pursuant to subsection (4) is final and conclusive, unless fraudulent or unless a person adversely affected by the decision requests a further administrative review by the Procurement Review Panel pursuant to Section 11-35-4410(1) within ten days of posting of the decision in accordance with subsection (5). The request for review must be directed to the appropriate chief procurement officer, who shall forward the request to the panel or to the Procurement Review Panel, and must be in writing, setting forth the reasons for disagreement with the decision of the appropriate chief procurement officer. The person also may request a hearing before the Procurement Review Panel. The appropriate chief procurement officer and an affected governmental body shall have the opportunity to participate fully in a later review or appeal, administrative or judicial.

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Copies of the Panel's decisions and other additional information regarding the protest process is available on the internet at the following web site: <http://procurement.sc.gov>

FILING FEE: Pursuant to Proviso 111.1 of the 2025 General Appropriations Act, "[r]equests for administrative review before the South Carolina Procurement Review Panel shall be accompanied by a filing fee of two hundred and fifty dollars (\$250.00), payable to the SC Procurement Review Panel. The panel is authorized to charge the party requesting an administrative review under the South Carolina Code Sections 11-35-4210(6), 11-35-4220(5), 11-35-4230(6) and/or 11-35-4410...Withdrawal of an appeal will result in the filing fee being forfeited to the panel. If a party desiring to file an appeal is unable to pay the filing fee because of financial hardship, the party shall submit a completed Request for Filing Fee Waiver form at the same time the request for review is filed. *[The Request for Filing Fee Waiver form is attached to this Decision.]* If the filing fee is not waived, the party must pay the filing fee within fifteen days of the date of receipt of the order denying waiver of the filing fee. Requests for administrative review will not be accepted unless accompanied by the filing fee or a completed Request for Filing Fee Waiver form at the time of filing." PLEASE MAKE YOUR CHECK PAYABLE TO THE "SC PROCUREMENT REVIEW PANEL."

LEGAL REPRESENTATION: In order to prosecute an appeal before the Panel, business entities organized and registered as corporations, limited liability companies, and limited partnerships must be represented by a lawyer. Failure to obtain counsel will result in dismissal of your appeal. *Protest of Lighting Services*, Case No. 2002-10 (Proc. Rev. Panel Nov. 6, 2002) and *Protest of The Kardon Corporation*, Case No. 2002-13 (Proc. Rev. Panel Jan. 31, 2003); and *Protest of PC&C DCGs, LLC*, Case No. 2012-1 (Proc. Rev. Panel April 2, 2012). However, individuals and those operating as an individual doing business under a trade name may proceed without counsel, if desired.

**South Carolina Procurement Review Panel  
Request for Filing Fee Waiver  
1205 Pendleton Street, Suite 367, Columbia, SC 29201**

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\_\_\_\_\_  
Name of Requestor

\_\_\_\_\_  
Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip

\_\_\_\_\_  
Business Phone

- 
1. What is your/your company's monthly income? \_\_\_\_\_
  2. What are your/your company's monthly expenses? \_\_\_\_\_
  3. List any other circumstances which you think affect your/your company's ability to pay the filing fee:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

To the best of my knowledge, the information above is true and accurate. I have made no attempt to misrepresent my/my company's financial condition. I hereby request that the filing fee for requesting administrative review be waived.

Sworn to before me this  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
Notary Public of South Carolina

\_\_\_\_\_  
Requestor/Appellant

My Commission expires: \_\_\_\_\_

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For official use only: \_\_\_\_\_ Fee Waived      \_\_\_\_\_ Waiver Denied

\_\_\_\_\_  
Chairman or Vice Chairman, SC Procurement Review Panel

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_  
Columbia, South Carolina

**NOTE: If your filing fee request is denied, you will be expected to pay the filing fee within fifteen (15) days of the date of receipt of the order denying the waiver.**

# Exhibit A

**From:** [Tristan Thuro](#)  
**To:** [sthompson@dew.sc.gov](mailto:sthompson@dew.sc.gov); [itmo\\_protest](#)  
**Cc:** [White, John](#); [Ron Kane](#)  
**Subject:** [External] Formal Grievance - Sole Source - Microsoft Unified Support - Department of Employment and Workforce  
**Date:** Monday, May 5, 2025 1:37:06 PM  
**Attachments:** [image001.png](#)  
[Department of Employment and Workforce \(1\).pdf](#)

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Dear Sharling and SCDEW Procurement Team,

On behalf of **Dynamic Consultants Group (DCG)**, I am formally submitting this grievance to challenge the recent **Notice of Emergency Sole Source Procurement** for **Microsoft Enterprise Unified Support Services** issued by the **South Carolina Department of Employment and Workforce (SCDEW)**.

We respectfully assert that this procurement action does **not meet the criteria for emergency sole source justification** under **S.C. Code Ann. §11-35-1570** and **S.C. Regulation 19-445.2110**, as there is a **capable, proven alternative vendor available**—namely, DCG—that can fully meet the agency’s support requirements.

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## Basis for Grievance

The justification for this sole source award suggests that only Microsoft can provide:

- Direct access to Microsoft engineers
- Cybersecurity support via dedicated specialists
- Unlimited reactive and proactive enterprise-level support services

This is factually incorrect. DCG is a recognized **Microsoft Solutions Partner** and maintains a **Premier Support for Partners (PSfP)** agreement, which grants us the same escalation pathways and service capabilities as Microsoft Unified Support, including security-related services and access to Microsoft's internal escalation teams.

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## Supporting Facts

- **Direct Microsoft Escalation**

Through our PSfP agreement, DCG has direct access to Microsoft Premier Engineers and product teams, including those responsible for Azure, Microsoft 365, Windows Server, and security.

- **Cybersecurity Services and CIRT Access**

DCG provides dedicated security engineers and has authorized access to Microsoft’s **Cybersecurity Incident Response Team (CIRT)**. We regularly assist clients in regulated industries with compliance-aligned assessments and breach response.

- **Unified Support Replacements**

DCG has successfully transitioned multiple government, enterprise, and healthcare organizations off of Microsoft Unified Support and onto our tailored support offering, achieving both cost savings and service improvements.

- **Flexible, Transparent Pricing**

Our model allows agencies to purchase only the hours they need and allocate those hours across any Microsoft technologies or services. Additional hours can be purchased at a flat rate, and unused hours may roll forward into the next contract cycle.

- **Cost Savings with Equal or Superior Performance**

DCG's support model has consistently reduced costs for our clients compared to Microsoft Unified Support, while delivering the same—if not better—response times, engineering access, and service flexibility. We offer predictable pricing with no minimum tiers or unnecessary bundled services.

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### **Proposal Submission**

To support this grievance, we are attaching our proposal document outlining our Microsoft Unified Support Equivalent service. The proposal includes:

- Our escalation framework under the PSfP program
  - Guaranteed response time commitments, including sub-15-minute response for critical issues
  - Dedicated Customer Success Account Manager (CSAM) and engineering support
  - Support for workshops, security assessments, and proactive services
  - Our Microsoft Solutions Partner certifications in infrastructure, security, and cloud services
- 

### **Request for Action**

We respectfully request that SCDEW:

1. **Reconsider this procurement action** and evaluate whether the emergency justification complies with state procurement law; and
2. **Open a competitive solicitation process** that allows qualified vendors—such as DCG—to submit proposals to provide these services in a manner that meets both performance and budgetary requirements.

We are available at your convenience to present our services in more detail and to answer any questions the procurement or technical teams may have. Please confirm receipt of this submission and advise of any additional documentation required.

Sincerely,

-Tristan

**Tristan Thuro**

Sales Consultant

**Office:** +1 816-298-5559

**Mobile:** 816-977-4625



[Website](#) | [Blog](#)



May 5, 2025

South Carolina Department of Employment and Workforce  
1201 Main Street, Suite 600  
Columbia, South Carolina, USA 29201

To whom it may concern:

I hereby confirm that Dynamic Consultants Group has satisfied the requirements for demonstrating and validating their technical capabilities in the Microsoft AI Cloud Partner Program.

Dynamic Consultants Group (Partner ID: 4983792)  
5901 NW 63rd Ter  
STE 190  
Kansas City, MO - 64151  
United States

**Solutions Partner** : Demonstrate technical capabilities, experience, and ability to deliver successful customer outcomes aligned to the Microsoft Cloud.

- Solutions Partner for Infrastructure (Azure)
- Solutions Partner for Data & AI (Azure)
- Solutions Partner for Digital & App Innovation (Azure)
- Solutions Partner for Business Applications
- Solutions Partner for Modern Work

To learn more about how these Microsoft designations represent this partner's capabilities, please visit: <https://aka.ms/MicrosoftSolutionsPartner>.



Best Regards,

A handwritten signature in black ink, appearing to read "Dan Rippey".

Dan Rippey  
Program Director for the Microsoft AI Cloud Partner Program


Microsoft Corporation

This information is current as of May 5, 2025 and this letter of certification is valid until June 4, 2025.

## South Carolina Business Opportunities

### SCBO Online Edition

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<b>Notice Of Intent To Sole Source By:</b>		Department of Employment and Workforce	
<b>Vendor Name:</b>	Microsoft Corporation	<b>Contract Amount:</b>	\$262,802.00
<b>Agency Procurement Manager:</b>	Sharling Thompson	<b>Email:</b>	<a href="mailto:sthompson@dew.sc.gov">sthompson@dew.sc.gov</a>
		<b>Telephone:</b>	(803)737-0231
<b>The Agency hereby provides notice that it intends to enter into a sole source contract per S.C. Code Ann. §11-35-1560 with Vendor for the following supplies, services, information technology, or construction:</b>			
SCDEW intends to sole source Microsoft Unified Support through Microsoft.			
<b>Agency's justification for a sole source procurement may be viewed or immediately obtained at:</b>		Sharling Thompson - <a href="mailto:sthompson@dew.sc.gov">sthompson@dew.sc.gov</a>	
<b>PROTESTS:</b> Any actual or prospective bidder, offeror, contractor, or subcontractor aggrieved in connection with the intended award or award of this sole source contract, shall notify the appropriate chief Procurement officer in writing of its intent to protest within five (5) business days of the date this notice is posted. Any actual or prospective bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the intended award or award of this sole source contract and has timely notified the appropriate chief procurement officer of its intent to protest, may protest to the appropriate chief procurement officer in the manner set forth below within fifteen days of the date this notice is posted, except that a matter that could have been raised as a protest of the solicitation may not be raised as a protest of the award or intended award of a contract. A protest must be in writing, filed with the appropriate chief procurement officer, and set forth the grounds of the protest and the relief requested with enough particularity to give notice of the issues to be decided. The protest must be received by the appropriate chief procurement officer within the time provided above. Days are calculated as provided in S.C. Code Ann. §11-35-310(13).			
<b>Any notice of intent to protest and protest must be addressed to the chief procurement officer:</b>		Information Technology Management Officer	
<b>(a) by email to:</b>	<a href="mailto:protest-iltmo@iltmo.sc.gov">protest-iltmo@iltmo.sc.gov</a>	<b>(b) by post or hand delivery to:</b>	1201 Main Street, Suite 600, Columbia, SC 29201
			 PRINT AD

Sole Source  
Written Determination

**Agency Identification:** SC Department of Employment and Workforce (R600)

**Description of the agency need that this procurement fulfills:**

Microsoft Unified Support will allow the agency to maximize our investment in Microsoft technologies by aligning Microsoft technologies with our business outcomes.

**Describe the Market Based on Research Performed:**

Stakeholders performed internet searches, state term contract searches, and met with vendors.

**Sole Source Vendor Name:** Microsoft Corporation

Based upon the following determination, Agency proposes to acquire the supplies, construction, information technology, and/or services described herein from the vendor named above per SC Code Ann § 11-35-1560 and SC Regulation 19-445.2105, Sole Source Procurement.

**Description of supplies, construction, information technology, and/or services vendor will provide under the contract:**

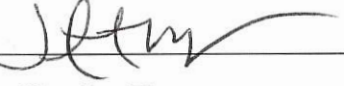
The Microsoft support team will work with Information Technology (IT) and Security to overcome our business challenges to ensure that we achieve our technology and security objectives for both in the cloud, such as email, SharePoint, and Azure as well as on-premises, such as the operating system on our computers and servers along with the Office Suite on our computers. It will help IT and Security to effectively utilize, capitalize, and secure both current and new Microsoft technologies for agency staff.

**Explain why the described solution is the only solution that meets the agency's need and how no other identified solutions were sufficient.**

This support includes as-needed problem resolution and advisory support, a dedicated incident manager, IT health assessments, training opportunities, a dedicated security engineer, and outcome-driven service delivery. From a strategic standpoint, this will allow the IT and Security staff to minimize downtime and disruptions for agency users related to Microsoft products, allowing agency staff to get back to work faster. Microsoft does not allow other partners to provide this proprietary support. Therefore, we can only obtain this directly from Microsoft.

*Note: Determination is not complete without required signatures and dates*

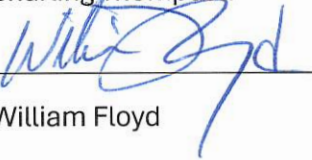
**Required Signatures:**

**Prepared by:** 

**Date:** 5/1/2025

**Printed Name:** Sharling Thompson

**Title:** Procurement Director

**Approved by:** 

**Approval Date:** 5/5/25

**Printed Name:** William Floyd

**Title:** Executive Director/Agency Head

## **MICROSOFT ENTERPRISE SUPPORT SERVICES PROGRAM DESCRIPTION**

**Re: Microsoft Unified Support**

**Dear Ryan Millwood**

Microsoft is pleased to provide the following information regarding our Unified Support offering as part of Microsoft Enterprise Support Services to assist **SC DNR** in making a determination relative to a sole source justification.

Microsoft Enterprise Support Services are comprised of a comprehensive support solution that helps reduce costs, enhance productivity, and use technology throughout the IT lifecycle. They offer direct, expedient and unique access to Microsoft product development teams, software developers and source code for current and future products enabling (a) specialized insight into the architecture of current solutions that can facilitate smooth migrations to existing and future unreleased products/versions; (b) quick and comprehensive resolution of product support, trouble-shooting and hot-fix type issues, and (c) immediate and focused technology feedback link between our customers and the Microsoft product development teams to help shape the direction, features and functionality of future products.

Specialized training of Microsoft personnel is provided from Microsoft product development teams on how enterprise customers can best plan for, deploy, manage and maximize productivity of existing and future Microsoft products.

Furthermore, as part of Microsoft's unique Support Services offer, the following services are available:

**Base Package** Services are a combination of proactive, reactive and service delivery management services that support Microsoft products and/or Online Services in use within your organization.

**Reactive support** helps resolve issues in your Microsoft environment and include prioritized problem resolution services to provide rapid response to minimize downtime. As part of reactive support services, Microsoft offers:

**Problem Resolution Support** provides assistance for problems with specific symptoms encountered while using Microsoft products, where there is a reasonable expectation that the problem is caused by Microsoft products. Problem Resolution Support and requests for support may be submitted via telephone or electronically through an online support portal.

**Advisory Support:** Phone-based support on short-term (limited to six hours or less) and unplanned issues for IT Professionals. Advisory Services may include advice, guidance and knowledge transfer intended to help you deploy and implement Microsoft technologies in ways that avoid common support issues and that can decrease the likelihood of system outages. Architecture, solution development and customization scenarios are outside the scope of these Advisory Services.

**Extended Hotfix Support:** Extended Hotfix Support allows you to request non-security hotfixes for select Microsoft software that has entered the Extended Support Phase of the Fixed Lifecycle, as defined by the Policy at <http://support.microsoft.com/lifecycle>.

**Service Delivery Management (SDM)** activities help to build and maintain relationships with your management and service delivery staff as well as to oversee escalation management and managing the elements of your support offering to meet your business requirements. These actions are managed by a Microsoft Delivery Manager, coordinated from a pooled set of resources, or provided digitally through access to an online services portal.

**Proactive services** which help maintain and improve the health of IT infrastructure and operations. As part of proactive support, Microsoft offers individual proactive services, available and categorized as maintenance, optimization or education services. Proactive services not included in Base Package Services may be purchased.

**Planning services** provide assessments and reviews of your current infrastructure, data, application and security environment to help you plan your remediation, upgrade, migration, deployment or solution implementation based on your desired outcomes.

**Implementation services** provide technical and project management expertise to help you accelerate your design, deployment, migration, upgrade, and implementation of Microsoft technology solutions.

**Maintenance services** help prevent issues in your Microsoft environment and are typically scheduled in advance of the service delivery to help ensure resource availability.

**Optimization services** focus on the goals of optimal utilization of the customer's technology investment. These services may deliver recommendations for remote administration of cloud services, optimizing the adoption of Microsoft product capabilities by end users and ensuring a robust security and identity posture.

**Education services** provide specialized training that help to enhance your support staff's technical and operational skills through either onsite, online or on-demand instruction. These include specialized workshops, which help prevent problems, increase system availability and assist with creating products and solutions based on Microsoft technologies, and specialized training, which includes how customers can best plan for, deploy, manage, and maximize productivity of existing and future Microsoft products. These sessions are available at your facility or at Microsoft and can include deep technical development presentations with hands-on labs to facilitate your implementation of Microsoft technologies.

**Enhanced Solutions** that are comprised of Tailored, relationship-centric support engagements designed to solve the most complex IT challenges and ensure maximum uptime. In addition to the services provided as part of the Base Package or as additional services, the following optional enhanced services and solutions may be purchased.

**Support for Mission Critical** provides a higher level of support for a defined set of Microsoft products and Online Services that make up part of your mission critical solution.

**Designated Support Engineering** delivers proactive optimization of a scoped technology workload. Focus areas for Designated Support Engineering include maintaining knowledge of business requirements to optimize performance, document and share recommendations for use of support-services related deliverables, provide recommendations to improve consistency of your planned and current implementations of Microsoft technologies, enhance your IT staff's technical and operational skills, develop and aid in implementing strategies to prevent future incidents and increase system availability of covered Microsoft technologies, and help determine the root cause of recurring incidents and to provide recommendations to prevent further disruptions in designated Microsoft technologies.

**Azure Rapid Response** provides accelerated reactive support for your cloud services by routing support incidents to technical experts and providing an escalation path to cloud service operations teams, as required.

**Azure Event Management** provides enhanced support before, during, and after critical customer events.

**Office 365 Engineering Direct** provides enhanced support for the core workloads of your Microsoft Office 365 production tenant or tenants, that includes prioritized access to the Office 365 engineering team.

**Developer Support** provides technical support based on cloud and product knowledge across the application development lifecycle for Customer developers building, deploying and supporting applications on Microsoft's platform.

The support services described above are performed only by Microsoft Corporation or its affiliates (including full time employees and outsourced service providers delivering support as directed by Microsoft), even in those circumstances where it is sold through a reseller.

Should you have any questions concerning this letter, please do not hesitate to contact me.

Sincerely,

**[Austin Reed]**

Click or tap here to enter text.


# Exhibit C

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## South Carolina Business Opportunities

### SCBO Online Edition

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<b>Notice Of Emergency Procurement By:</b>		Department of Employment and Workforce	
<b>Vendor Name:</b>	Microsoft Corporation	<b>Contract Amount:</b>	\$249,993.00
<b>Agency Procurement Manager:</b> Sharling Thompson		<b>Email:</b>	<a href="mailto:sthompson@dew.sc.gov">sthompson@dew.sc.gov</a>
		<b>Telephone:</b>	(803)737-0231
<b>The Agency hereby provides notice that it entered into an emergency contract per S.C. Code Ann. §11-35-1570 with Vendor for the following supplies, services, information technology, or construction:</b>			
Microsoft Unified Support Enterprise was historically procured as a sole source by SC DEW. Our contract is set to expire and there is not enough time to explore alternate options. We must have ongoing, uninterrupted access to support services that we are currently being provided through Microsoft Corporation/Microsoft Unified Support Enterprise. Without those services, we would be vulnerable to cyber-attacks and would not be able to utilize Microsoft products in our normal work activities, therefore affecting our ability to work effectively and efficiently. We intend to competitively procure the product and services next year. However, this emergency procurement is for services from May 6, 2025 through May 5, 2026. Justification link: <a href="#">Emergency-Microsoft Corporation 2025.pdf</a>			
<b>Agency's justification for this emergency procurement may be viewed or obtained at:</b>		Sharling Thompson - <a href="mailto:sthompson@dew.sc.gov">sthompson@dew.sc.gov</a>	
<b>PROTESTS:</b> Any actual or prospective bidder, offeror, contractor, or subcontractor aggrieved in connection with the intended award or award of this emergency contract, shall notify the appropriate chief Procurement officer in writing of its intent to protest within five (5) business days of the date this notice is posted. Any actual or prospective bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the intended award or award of this emergency contract and has timely notified the appropriate chief procurement officer of its intent to protest, may protest to the appropriate chief procurement officer in the manner set forth below within fifteen days of the date this notice is posted, except that a matter that could have been raised as a protest of the solicitation may not be raised as a protest of the award or intended award of a contract. A protest must be in writing, filed with the appropriate chief procurement officer, and set forth the grounds of the protest and the relief requested with enough particularity to give notice of the issues to be decided. The protest must be received by the appropriate chief procurement officer within the time provided above. Days are calculated as provided in S.C. Code Ann. §11-35-310(13).			
<b>Any notice of intent to protest and protest must be addressed to the chief procurement officer:</b>		Information Technology Management Officer	
<b>(a) by email to:</b>	<a href="mailto:protest-itmo@itmo.sc.gov">protest-itmo@itmo.sc.gov</a>	<b>(b) by post or hand delivery to:</b>	1201 Main Street, Suite 600, Columbia, SC 29201
		 PRINT AD	

## JUSTIFICATION FOR EMERGENCY PROCUREMENT

Agency: SC Department of Employment and Workforce (SC DEW)

Emergency Vendor: Microsoft Corporation

Agency has contracted with or plans to contract with Emergency Vendor for the supplies, services, information technology, or construction described below per S.C. Code Ann. §11-35-1570 and S.C. Regulation 19-445.2110, Emergency Procurement.

Describe the nature of the emergency condition and the resulting immediate threat to public health, welfare, critical economy and efficiency, or safety that this procurement responded to: Microsoft Unified Support Enterprise is usually procured as a sole source by SC DEW. Our contract is set to expire and we simply don't have enough time to explore alternate options. We must have ongoing, uninterrupted access to support services that we are currently being provided through Microsoft Corporation/Microsoft Unified Support Enterprise. Without those services, we would be vulnerable to cyber-attacks and would not be able to utilize Microsoft products in our normal work activities, therefore affecting our ability to work effectively and efficiently.

Description of the facts and circumstances giving rise to the above describe emergency condition and threat: Historically, Microsoft unified has been procured as a sole source procurement. We have been informed that it can be potentially obtained through Microsoft partners as well. Our contract is set to expire on May 5, 2025 and the platform is critical to our day to day operations for SC DEW.

Basis for Selection of the Vendor – include a description of competition Agency conducted or will conduct, if any, and explain why more extensive competition was/is not practical under the circumstances: SC DEW has searched all state term contracts and Microsoft Unified Support Enterprise is not available. We intend to competitively procure the product and services next year. However, we will need to issue a emergency procurement for services from May 6, 2025 through May 5, 2026.

Description of supplies, services, information technology, or construction: Microsoft Unified Support Enterprise. The primary priority is to ensure that **SC DEW** has the support needed to maximize its investment in Microsoft technologies by aligning to your desired business outcomes. Your Microsoft Support team will work with you to help overcome your business challenges, so you can achieve your technology objectives and realize the following: Drive cloud adoption with Microsoft-led Built-In Proactive Services, onsite migration support when needed, and on-demand self-service training, readiness, and risk prevention resources; Minimize downtime and disruption for end users with as-needed, organization-wide problem resolution, on-demand risk assessments, and customizable service alerts; Reduce your backlog of defects and support tickets, as well as the randomizing pressure of reactive support for your IT staff, through as-needed problem resolution and advisory support, on-demand health assessments, and the right combination of strategic Add-ons; Enable IT to grow its technical competence and offer greater value to the business without significant training costs by taking advantage of on-demand education; and Accelerate innovation, entrance to new markets, customer satisfaction, and higher revenue with the right combination of reliable reactive, Microsoft-managed proactive, and anytime self-service support.

A handwritten signature in blue ink, appearing to read "William H. Floyd", is written over a horizontal line.

Authorized Signature  
Printed Name: William Floyd  
Title: Executive Director/Agency  
Head  
Date: 5/12/2025

**Notes:**

**Authorized signature is the agency head unless the agency head has delegated that authority.  
Delegation of authority must be submitted to the Materials Management Officer in writing.**