



STATE OF NORTH CAROLINA

DEPARTMENT OF HEALTH AND HUMAN SERVICES

Request for Proposal #: 30-25366-OGC

Legal Services to Prepare J-1 Visa Waiver Applications

Date of Issue: November 18, 2025

Proposal Opening Date: January 6, 2025

At 02:00 PM ET

Direct all inquiries concerning this RFP to:

Chandra Banner

Contract Specialist



STATE OF NORTH CAROLINA

Request for Proposal

30-25366-OGC

For internal State agency processing, including tabulation of proposals, provide your company's eVP (Electronic Vendor Portal) Number. Pursuant to G.S. 132-1.10(b) this identification number shall not be released to the public. **This page will be removed and shredded, or otherwise kept confidential**, before the procurement file is made available for public inspection.

**This page shall be filled out and returned with your proposal.
Failure to do so may subject your proposal to rejection.**

Vendor Name

Vendor eVP#

Note: For a contract to be awarded to you, your company (you) must be a North Carolina registered vendor in good standing. You must enter the vendor number assigned through eVP (Electronic Vendor Portal). If you do not have a vendor number, register at <https://vendor.ncgov.com/vendor/login>

STATE OF NORTH CAROLINA DIVISION OF HEALTH AND HUMAN SERVICES

Refer <u>ALL</u> Inquiries regarding this RFP to the procurement lead through the Message Board in the Sourcing Tool. See section 2.5 for details.	Request for Proposal #: 30-25366-OGC
	Proposals will be publicly opened: January 6, 2026 at 2:00 PM ET
Using Agency: Office of General Counsel	Commodity No. and Description: 801218
Requisition No.: N/A	Legal Services to prepare J-1 Visa Waiver applications

EXECUTION

In compliance with this Request for Proposals (RFP), and subject to all the conditions herein, the undersigned Vendor offers and agrees to furnish and deliver any or all items upon which prices are bid, at the prices set opposite each item within the time specified herein.

By executing this proposal, the undersigned Vendor understands that false certification is a Class I felony and certifies that:

- this proposal is submitted competitively and without collusion (G.S. 143-54),
- none of its officers, directors, or owners of an unincorporated business entity has been convicted of any violations of Chapter 78A of the General Statutes, the Securities Act of 1933, or the Securities Exchange Act of 1934 (G.S. 143-59.2), and
- it is not an ineligible Vendor as set forth in G.S. 143-59.1.

Furthermore, by executing this proposal, the undersigned certifies to the best of Vendor’s knowledge and belief, that:

- it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal or State department or agency.

As required by G.S. 143-48.5, the undersigned Vendor certifies that it, and each of its sub-Contractors for any Contract awarded as a result of this RFP, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system.

As required by Executive Order 24 (2017), the undersigned vendor certifies will comply with all Federal and State requirements concerning fair employment and that it does not and will not discriminate, harass, or retaliate against any employee in connection with performance of any Contract arising from this solicitation.

G.S. 133-32 and Executive Order 24 (2009) prohibit the offer to, or acceptance by, any State Employee associated with the preparing plans, specifications, estimates for public contracts; or awarding or administering public contracts; or inspecting or supervising delivery of the public contract of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of this response to the RFP, the undersigned certifies, for Vendor’s entire organization and its employees or agents, that Vendor is not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

By executing this bid, Vendor certifies that it has read and agreed to the **INSTRUCTION TO VENDORS** and the **NORTH CAROLINA GENERAL TERMS AND CONDITIONS incorporated herein**. These documents can be accessed from the Ariba Sourcing Tool.

Failure to execute/sign proposal prior to submittal may render proposal invalid and it MAY BE REJECTED. Late proposals shall not be accepted.

COMPLETE/FORMAL NAME OF VENDOR:		
STREET ADDRESS:	P.O. BOX:	ZIP:
CITY & STATE & ZIP:	TELEPHONE NUMBER:	TOLL FREE TEL. NO:
PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOVE (SEE INSTRUCTIONS TO VENDORS ITEM #21):		
PRINT NAME & TITLE OF PERSON SIGNING ON BEHALF OF VENDOR:	FAX NUMBER:	
VENDOR’S AUTHORIZED SIGNATURE*:	DATE:	EMAIL:

Proposal Number: 30-25366-OGC

Vendor: _____

VALIDITY PERIOD

Offer shall be valid for at least one hundred and twenty days (120) days from date of bid opening, unless otherwise stated here: ____ days, or if extended by mutual agreement of the parties in writing. Any withdrawal of this offer shall be made in writing, effective upon receipt by the agency issuing this RFP.

ACCEPTANCE OF PROPOSAL

If your proposal is accepted, all provisions of this RFP, along with the written results of any negotiations, shall constitute the written agreement between the parties ("Contract"). The NORTH CAROLINA GENERAL TERMS AND CONDITIONS are incorporated herein and shall apply. Depending upon the Goods or Services being offered, other terms and conditions may apply, as mutually agreed.

FOR STATE USE ONLY: Offer accepted and Contract awarded this _____ day of _____, 20____, as indicated on

The attached certification, by _____.

(Authorized Representative of Division of State Operated Healthcare Facilities)

Contents

- 1.0 PURPOSE AND BACKGROUND4
- 1.1 CONTRACT TERM.....4
- 2.0 GENERAL INFORMATION.....4
- 2.1 REQUEST FOR PROPOSAL DOCUMENT4
- 2.2 E-PROCUREMENT FEE4
- 2.3 NOTICE TO VENDORS REGARDING RFP TERMS AND CONDITIONS5
- 2.4 RFP SCHEDULE5
- 2.5 PROPOSAL QUESTIONS6
- 2.6 PROPOSAL SUBMITTAL6
- 2.7 PROPOSAL CONTENTS7
- 2.8 ALTERNATE PROPOSALS7
- 2.9 DEFINITIONS, ACRONYMS, AND ABBREVIATIONS7
- 3.0 METHOD OF AWARD AND PROPOSAL EVALUATION PROCESS.....7
- 3.1 METHOD OF AWARD7
- 3.2 CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION.....8
- 3.3 PROPOSAL EVALUATION PROCESS.....8
- 3.4 EVALUATION CRITERIA9
- 3.5 PERFORMANCE OUTSIDE THE UNITED STATES9
- 3.6 INTERPRETATION OF TERMS AND PHRASES10
- 4.0 REQUIREMENTS10
- 4.1 PRICING.....10
- 4.2 INVOICES.....10
- 4.3 FINANCIAL STABILITY10
- 4.4 HUB PARTICIPATION10
- 4.5 VENDOR EXPERIENCE11
- 4.6 REFERENCES11
- 4.7 BACKGROUND CHECKS11
- 4.8 PERSONNEL.....11
- 4.9 VENDOR’S REPRESENTATIONS12
- 4.10 AGENCY INSURANCE REQUIREMENTS MODIFICATION12
- 4.11 LICENSE12
- 4.12 ESTIMATED QUANTITIES.....12
- 5.0 SPECIFICATIONS AND SCOPE OF WORK12
- 5.1 GENERAL13
- 5.2 TASKS/DELIVERABLES13
- 5.3 PROJECT ORGANIZATION.....14
- 5.4 TECHNICAL APPROACH14
- 6.0 CONTRACT ADMINISTRATION.....14
- 6.1 CONTRACT MANAGER AND CUSTOMER SERVICE14
- 6.2 POST AWARD PROJECT REVIEW MEETINGS15
- 6.3 CONTINUOUS IMPROVEMENT.....15
- 6.4 STATUS REPORTS15
- 6.5 ACCEPTANCE OF WORK15
- 6.6 TRANSITION ASSISTANCE15
- 6.7 DISPUTE RESOLUTION16
- 6.8 CONTRACT CHANGES16
- 6.9 ATTACHMENTS.....16
- ATTACHMENT A: PRICING.....17

1.0 PURPOSE AND BACKGROUND

The North Carolina Department of Health and Human Services (NCDHHS) is the largest agency in state government, responsible for ensuring the health, safety, and well-being of all North Carolinians, providing the human service needs for fragile populations like the mentally ill, deaf, blind developmentally disabled, and helping poor North Carolinians achieve economic independence. The department has over 16,000 employees and is divided into 30 divisions and offices. The DHHS Office of General Counsel (OGC) provides legal advice and consultation to DHHS Central Administration and Divisions.

NCDHHS is seeking to improve recruitment, hiring and retention of physicians by participating in the North Carolina Conrad 30 J-1 Visa Waiver Program. A J-1 Visa Waiver allows foreign medical graduate physicians who are training in a US Residency/Fellowship program under a J-1 Visa to seek a waiver of the J-1 Visa requirement to return to their home country for two (2) years. An employer files a J-1 Waiver application and, when obtained, the employer then sponsors the foreign medical graduate for a change from J-1 into H-1B Temporary Worker status or employment authorized status. This immigration process eliminates the foreign medical graduate’s obligation to return to their home country. The foreign medical graduate is then legally obligated to work for the employer for a minimum of three (3) years, which builds retention. The employer may creatively collaborate with the foreign medical graduate to extend this commitment for additional periods of time by undertaking sponsorship for permanent residence (green card).

The Office of Rural Health (ORH) manages the North Carolina Conrad 30 J-1 Visa Waiver program that ensures 30 waivers annually to increase the number of physicians practicing in rural and underserved areas. For NCDHHS to participate in filling critical positions through this option, there are state and federal requirements that must be met and state and federal application procedures to implement.

The NCDHHS OGC is seeking legal services from an attorney(s) with significant immigration law experience to provide legal advice and assistance to the Department in the J-1 Visa Waiver and H1-B Visa processes; to ensure that state and federal applications, with all required documentation, are completed and to provide services necessary to ensure successful applications. Services will be on an as needed basis, when facilities are recruiting a potential job candidate who is a foreign medical graduate with interest in pursuing the J-1 Visa Waiver.

The intent of this solicitation is to award an Agency Term Contract.

1.1 CONTRACT TERM

The Contract shall have an initial term of three (3) years, beginning on the date of final Contract execution (the “Effective Date”) or October 1, 2025, whichever is later.

At the end of the Contract’s initial term, the State shall have the option, in its sole discretion, to renew the Contract on the same terms and conditions for up to two (2) additional one-year terms. The State will give the Vendor written notice of its intent to exercise each option no later than thirty (30) days before the end of the Contract’s then-current term. In addition to any optional renewal terms, and with the Vendor’s concurrence, the State reserves the right to extend the Contract after the last active term.

Proposals shall be submitted in accordance with the terms and conditions of this RFP and any addenda issued hereto.

2.0 GENERAL INFORMATION

2.1 REQUEST FOR PROPOSAL DOCUMENT

This RFP is comprised of the base RFP document, any attachments, and any addenda released before Contract award, which are incorporated herein by reference.

2.2 E-PROCUREMENT FEE

ATTENTION: This is an NC eProcurement solicitation facilitated by the Ariba Network. The E-Procurement fee may apply to this solicitation. See the paragraph entitled ELECTRONIC PROCUREMENT of the North Carolina General Terms and Conditions.

General information on the E-Procurement Services can be found at: <http://eprocurement.nc.gov/>.

What is the Ariba Network?

The Ariba Network is a web-based platform that serves as a connection point for buyers and vendors. Vendors can log in to the Ariba Network to view purchase orders, respond to electronic requests for quotes, participate in Sourcing Events, and collaborate with buyers on contract documents.

For training on how to use the Sourcing Tool to view solicitations, submit questions, develop responses, upload documents, and submit offers to the State, Vendors should go to the following site:

<http://eprocurement.nc.gov/training/vendor-training>.

2.3 NOTICE TO VENDORS REGARDING RFP TERMS AND CONDITIONS

It shall be the Vendor’s responsibility to read the Instructions to Vendors, the North Carolina General Terms and Conditions, all relevant exhibits and attachments, and any other components made a part of this RFP and comply with all requirements and specifications herein. Vendors are also responsible for obtaining and complying with all Addenda and other changes that may be issued in connection with this RFP.

If Vendors have questions, issues, regarding any component of this RFP, those must be submitted as questions in accordance with the instructions in the PROPOSAL QUESTIONS Section. If the State determines that any changes will be made as a result of the questions asked, then such decisions will be communicated in the form of an RFP addendum. The State may also elect to leave open the possibility for later negotiation of specific provisions of the Contract that have been addressed during the question-and-answer period, prior to contract award.

Other than through the process of negotiation under 01 NCAC 05B.0503, the State rejects and will not be required to evaluate or consider any additional or modified terms and conditions submitted with Vendor’s proposal or otherwise. This applies to any language appearing in or attached to the document as part of the Vendor’s proposal that purports to vary any terms and conditions or Vendors’ instructions herein or to render the proposal non-binding or subject to further negotiation. Vendor’s proposal shall constitute a firm offer that shall be held open for the period required herein (“Validity Period” above).

The State may exercise in its discretion to consider Vendor proposed modifications. By execution and delivery of this RFP Response, the Vendor agrees that any additional or modified terms and conditions, whether submitted purposely or inadvertently, shall have no force or effect, and will be disregarded unless expressly agreed upon through negotiations and incorporated by way of a Best and Final Offer (BAFO). Noncompliance with, or any attempt to alter or delete, this paragraph shall constitute sufficient grounds to reject Vendor’s proposal as nonresponsive.

2.4 RFP SCHEDULE

The table below shows the intended schedule for this RFP. The State will make every effort to adhere to this schedule.

Event	Responsibility	Date and Time
Issue RFP	State	November 18, 2025
Submit Written Questions	Vendor	December 2, 2025 by 5:00 PM ET
Provide Response to Questions	State	December 9, 2025
Submit Proposals	Vendor	January 6, 2026, by 2:00 PM EST Proposals will be opened on 01/06/26 at 2:00 PM ET via the following link: Join the meeting now
Contract Award	State	March 3, 2026

2.5 PROPOSAL QUESTIONS

Upon review of the RFP documents, Vendors may have questions to clarify or interpret the RFP in order to submit the best proposal possible. To accommodate the Proposal Questions process, Vendors shall submit any such questions by the “Submit Written Questions” date and time provided in the RFP SCHEDULE Section above, unless modified by Addendum.

Questions related to the content of the solicitation, or the procurement process should be directed to the person on the title page of this document via the Sourcing Tool's message board by the date and time specified in the RFP SCHEDULE Section of this RFP. Vendors will enter “RFP # 30-25366 – Questions” as the subject of the message. Question submittals should include a reference to the applicable RFP section. This is the only manner in which questions will be received.

Questions or issues related to using the Sourcing Tool itself can be directed to the North Carolina eProcurement Help Desk at 888-211-7440, Option 2. Help Desk representatives are available Monday through Friday from 7:30 AM ET to 5:00 PM ET.

Questions received prior to the submission deadline date, the State’s response, and any additional terms deemed necessary by the State will be posted in the Sourcing Tool in the form of an addendum and shall become an Addendum to this RFP. No information, instruction or advice provided orally or informally by any State personnel, whether made in response to a question or otherwise in connection with this RFP, shall be considered authoritative or binding. Vendors shall rely only on written material contained in the RFP and an addendum to this RFP.

2.6 PROPOSAL SUBMITTAL

IMPORTANT NOTE: This is an absolute requirement. Late bids, regardless of cause, will not be opened or considered, and will be automatically disqualified from further consideration. Vendor shall bear the sole risk of late submission due to unintended or unanticipated delay. It is the Vendor’s sole responsibility to ensure its proposal has been received as described in this RFP by the specified time and date of opening. Failure to submit a proposal in strict accordance with instructions provided shall constitute sufficient cause to reject a Vendor’s proposal(s). Solicitation responses are subject to Sealed Bidding requirements.

Vendor’s proposals for this procurement must be submitted through the Sourcing Tool. For training on how to use the Sourcing Tool to view solicitations, submit questions, develop responses, upload documents, and submit offers to the State, Vendors should go to the following site: <https://eprocurement.nc.gov/training/vendor-training>

Questions or issues related to using the Sourcing Tool itself can be directed to the North Carolina eProcurement Help Desk at 888-211-7440, Option 2. Help Desk representatives are available Monday through Friday from 7:30 AM EST to 5:00 PM EST.

Tips for Using the Sourcing Tool

- a. Vendors should review available training and confirm that they are able to access the Sourcing Event, enter responses, and upload files well in advance of the date and time response are due to allow sufficient time to seek assistance from the North Carolina eProcurement Help Desk.
- b. Vendors may submit their responses early to make sure there are no issues, and then submit a revised response any time prior to the response due date and time. The State will only review the most recent response.
- c. Vendors should respond to all relevant sections of the Sourcing Event. Certain questions or items are required in order to submit a response and are denoted with an asterisk. The Sourcing Tool will not allow a response to be submitted unless all required items are completed. The Sourcing Tool will provide error messages to help identify any required information that is missing when response is submitted.
- d. Simply saving your response in the Sourcing Tool is not the same as submitting your response to the State. Vendors should make sure they complete the submission process and receive a message that their response was successfully submitted.
- e. **Only Proposals submitted through the Content Section of the Ariba Sourcing Event will be considered. Proposals submitted through the Message Board will not be accepted or considered for award.**

If confidential and proprietary information is included in the proposal, also submit one (1) signed, REDACTED copy of the proposal. Such information may include trade secrets defined by N.C. Gen. Stat. § 66-152 and other information exempted

from the Public Records Act pursuant to N.C. Gen. Stat. §132- 1.2. Vendor may designate information, Products, Services or appropriate portions of its response as confidential, consistent with and to the extent permitted under the statutes and rules set forth above. By so redacting any page, or portion of a page, the Vendor warrants that it has formed a good faith opinion, having received such necessary or proper review by counsel and other knowledgeable advisors, that the portions determined to be confidential and proprietary and redacted as such, meet the requirements of the Rules and Statutes set forth above. However, under no circumstances shall price information be designated as confidential.

If the Vendor does not provide a redacted version of the proposal with its proposal submission, the Department may release an unredacted version if a record request is received.

2.7 PROPOSAL CONTENTS

Vendors shall provide responses to all questions and complete all attachments for this RFP that require the Vendor to provide information and upload them to the Sourcing Event in the Sourcing Tool. Vendor may not be able to submit its response in the Sourcing Tool unless all required items are addressed. Vendors shall provide authorized signatures where requested. Failure to provide all required items, or Vendor’s submission of incomplete items, may result in the State rejecting Vendor’s proposal, in the State’s sole discretion.

Vendor shall include the following items and attachments in the Sourcing Tool:

- a) Completed and signed version of all EXECUTION PAGES, along with the body of the RFP.
- b) Signed receipt pages of any addenda released in conjunction with this RFP, if required to be returned.
- c) Vendor’s Proposal addressing all Specifications of this RFP.
- d) Completed version of ATTACHMENT A: PRICING
- e) Completed and signed version of ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION
- f) Completed and signed version of ATTACHMENT E: CUSTOMER REFERENCE FORM
- g) Completed and signed version of ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR
- h) Completed and signed version of ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION

2.8 ALTERNATE PROPOSALS

Unless provided otherwise in this RFP, Vendor may submit alternate proposals for comparable Goods, various methods or levels of Service(s), or that propose different options. Alternate proposals must specifically identify the RFP requirements and advantage(s) addressed by the alternate proposal. Each proposal must be for a specific set of Goods and Services and must include specific pricing. Each proposal must be complete and independent of other proposals offered. If a Vendor chooses to respond with various offerings, Vendor shall follow the specific instructions for uploading Alternate Proposals in the Sourcing Tool.

2.9 DEFINITIONS, ACRONYMS, AND ABBREVIATIONS

Relevant definitions for this RFP are provided in 01 NCAC 05A .0112 and in the Instructions to Vendors found in the Sourcing Tool, which are incorporated herein by this reference.

3.0 METHOD OF AWARD AND PROPOSAL EVALUATION PROCESS

3.1 METHOD OF AWARD

North Carolina G.S. 143-52 provides a general list of criteria the State shall use to award contracts, as supplemented by the additional criteria herein. The Goods or Services being procured shall dictate the application and order of criteria; however, all award decisions shall be in the State’s best interest. All qualified proposals will be evaluated, and awards will be made to the Vendor(s) meeting the specific RFP Specifications and achieving the highest and best final evaluation, based on the criteria described below.

While the intent of this RFP is to award a Contract(s) to a single Vendor the State reserves the right to make separate awards to different Vendors for one or more line-items, to not award one or more line-items or to cancel this RFP in its entirety without awarding a Contract, if it is considered to be most advantageous to the State to do so.

The State reserves the right to waive any minor informality or technicality in proposals received.

3.2 CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION

While this RFP is under evaluation, the responding Vendor, including any subcontractors and suppliers, is prohibited from engaging in conversations intended to influence the outcome of the evaluation. See Paragraph 29 of the Instructions to Vendors entitled COMMUNICATIONS BY VENDORS.

Each Vendor submitting a proposal to this RFP, including its employees, agents, subcontractors, suppliers, subsidiaries and affiliates, is prohibited from having any communications with any person inside or outside the using agency; issuing agency; other government agency office or body (including the purchaser named above, any department secretary, agency head, members of the General Assembly and Governor’s office); or private entity, if the communication refers to the content of Vendor’s proposal or qualifications, the content of another Vendor’s proposal, another Vendor’s qualifications or ability to perform a resulting contract, and/or the transmittal of any other communication of information that could be reasonably considered to have the effect of directly or indirectly influencing the evaluation of proposals, the award of a contract, or both.

Any Vendor not in compliance with this provision shall be disqualified from evaluation and award. A Vendor’s proposal may be disqualified if its subcontractor and/or supplier engage in any of the foregoing communications during the time that the procurement is active (i.e., the issuance date of the procurement until the date of contract award or cancellation of the procurement). Only those discussions, communications or transmittals of information authorized or initiated by the issuing agency for this RFP, or inquiries directed to the purchaser named in this RFP regarding requirements of the RFP (prior to proposal submission) or the status of the award (after submission) are excepted from this provision.

3.3 PROPOSAL EVALUATION PROCESS

Only responsive submissions will be evaluated.

The State will conduct a One-Step evaluation of Proposals:

Proposals will be received according to the method stated in the Proposal Submittal Section above.

All proposals must be received by the issuing agency not later than the date and time specified in the RFP SCHEDULE Section above, unless modified by Addendum. Vendors are cautioned that this is a request for offers, not an offer or request to contract, and the State reserves the unqualified right to reject any and all offers at any time if such rejection is deemed to be in the best interest of the State.

At the date and time provided in the RFP SCHEDULE Section above, unless modified by Addendum, the proposal from each responding Vendor will be opened publicly and all offers (except those that have been previously withdrawn, or voided bids) will be tabulated. The tabulation shall be made public at the time it is created. When negotiations after receipt of bids are authorized pursuant to G.S. 143-49 and 01 NCAC 05B.0503, only the names of offerors and the Goods and Services offered shall be tabulated at the time of opening. If negotiation is anticipated, cost and price shall become available for public inspection at the time of the award. Interested parties are cautioned that these costs and their components are subject to further evaluation for completeness and correctness and therefore may not be an exact indicator of a Vendor’s pricing position.

At their option, the evaluators may request oral presentations or discussions with any or all Vendors for clarification or to amplify the materials presented in any part of the proposal. Vendors are cautioned, however, that the evaluators are not required to request presentations or other clarification—and often do not. Therefore, all proposals should be complete and reflect the most favorable terms available from the Vendor.

Upon completion of the evaluation process, the State will make award(s) based on the evaluation and post the award(s) to the *electronic Vendor Portal (eVP)*, <https://evp.nc.gov>, under the RFP number for this solicitation. Award of a Contract

to one Vendor does not mean that the other proposals lacked merit, but that, all factors considered, the selected proposal was deemed most advantageous and represented the best value to the State.

The State reserves the right to negotiate with one or more vendors, or to reject all original offers and negotiate with one or more sources of supply that may be capable of satisfying the requirement, and in either case to require Vendor to submit a Best and Final Offer (BAFO) based on discussions and negotiations with the State.

3.4 EVALUATION CRITERIA

In addition to the general criteria in G.S. 143-52 which may or may not be relevant to this RFP, all qualified proposals will be evaluated, and award made based on considering the following criteria, to result in an award most advantageous to the State:

BEST VALUE: "Best Value" procurement methods are authorized by N.C.G.S. §§143-135.9 and 143B-1350(h). The award decision is made based on multiple factors, including: total cost of ownership, meaning the cost of acquiring, operating, maintaining, and supporting a product or service over its projected lifetime; the evaluated technical merit of the Vendor's offer; the Vendor's past performance; and the evaluated probability of performing the specifications stated in the solicitation on time, with high quality, and in a manner that accomplishes the stated business objectives and maintains industry standards compliance. The intent of "Best Value" procurement is to enable Vendors to offer and the Agency to select the most appropriate solution to meet the business objectives defined in the solicitation and to keep all parties focused on the desired outcome of a procurement.

A ranking method of source selection will be utilized in this procurement using evaluation criteria listed in order of importance in the Evaluation Criteria section below to allow the State to award this RFP to the Vendor(s) providing the Best Value and recognizing that Best Value may result in award other than the lowest price or highest technically qualified offer. By using this method, the overall ranking may be adjusted up or down when considered with, or traded-off against, other non-price factors.

EVALUTION METHOD: Narrative and by consensus of the evaluating committee, explaining the strengths and weaknesses of each proposal and why the recommended awardee(s) provide the best value to the State.

All qualified proposals will be evaluated, and award made based on considering the following criteria listed in descending order of importance, to result in an award most advantageous to the State:

- a. Experience & Qualifications (Section 4.5)
- b. Technical Approach (Section 5.5)
- c. Project Organization Section 5.4)
- d. Pricing (Attachment A, Section 4.1)

3.5 PERFORMANCE OUTSIDE THE UNITED STATES

Vendor shall complete ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR. In addition to any other evaluation criteria identified in this RFP, the State may also consider, for purposes of evaluating proposed or actual contract performance outside of the United States, how that performance may affect the following factors to ensure that any award will be in the best interest of the State:

- a) Total cost to the State
- b) Level of quality provided by the Vendor
- c) Process and performance capability across multiple jurisdictions
- d) Protection of the State's information and intellectual property
- e) Availability of pertinent skills
- f) Ability to understand the State's business requirements and internal operational culture
- g) Particular risk factors such as the security of the State's information technology
- h) Relations with citizens and employees
- i) Contract enforcement jurisdictional issues

3.6 INTERPRETATION OF TERMS AND PHRASES

This RFP serves two functions: (1) to advise potential Vendors of the parameters of the solution being sought by the State; and (2) to provide (together with other specified documents) the terms of the Contract resulting from this procurement. The use of phrases such as “shall,” “must,” and “requirements” are intended to create enforceable contract conditions. In determining whether proposals should be evaluated or rejected, the State will take into consideration the degree to which Vendors have proposed or failed to propose solutions that will satisfy the State’s needs as described in the RFP. Except as specifically stated in the RFP, no one requirement shall automatically disqualify a Vendor from consideration. However, failure to comply with any single requirement may result in the State exercising its discretion to reject a proposal in its entirety.

4.0 REQUIREMENTS

This Section lists the requirements related to this RFP. By submitting a proposal, the Vendor agrees to meet all stated requirements in this Section as well as any other specifications, requirements, and terms and conditions stated in this RFP. If a Vendor is unclear about a requirement or specification, or believes a change to a requirement would allow for the State to receive a better proposal, the Vendor is urged to submit these items in the form of a question during the question-and-answer period in accordance with the Proposal Questions Section above.

4.1 PRICING

Proposal price shall constitute the total cost to the State for complete performance in accordance with the requirements and specifications herein, including all applicable charges for handling, transportation, administrative and other similar fees. Complete ATTACHMENT A: PRICING FORM and upload in the Sourcing Tool. The pricing provided in ATTACHMENT A, or resulting from any negotiations, is incorporated herein and shall become part of any resulting Contract.

4.2 INVOICES

Vendor shall invoice the Purchasing Agency. The standard format for invoicing shall be Single Invoices meaning that the Vendor shall provide the Purchasing Agency with an invoice for each order. Invoices shall include detailed information to allow Purchasing Agency to verify pricing at point of receipt matches the correct price from the original date of order. The following fields shall be included on all invoices, as relevant:

Vendor’s Billing Address, Customer Account Number, NC Contract Number, Order Date, Buyer’s Order Number, Item Descriptions, Price, Quantity, and Unit of Measure.

INVOICES MAY NOT BE PAID UNTIL AN INSPECTION HAS OCCURRED AND THE GOODS OR SERVICES ACCEPTED.

4.3 FINANCIAL STABILITY

As a condition of contract award, the Vendor must certify that it has the financial capacity to perform and to continue to perform its obligations under the Contract; that Vendor has no constructive or actual knowledge of an actual or potential legal proceeding being brought against Vendor that could materially adversely affect performance of this Contract; and that entering into this Contract is not prohibited by any contract, or order by any court of competent jurisdiction.

Each Vendor shall certify it is financially stable by completing ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION. The State is requiring this certification to minimize potential issues from contracting with a Vendor that is financially unstable. From the date of the Certification to the expiration of the Contract, the Vendor shall notify the State within thirty (30) days of any occurrence or condition that materially alters the truth of any statement made in this Certification. The Contract Manager may require annual recertification of the Vendor’s financial stability.

4.4 HUB PARTICIPATION

Pursuant to North Carolina General Statute G.S. 143-48, it is State policy to encourage and promote the use of small, minority, physically handicapped, and women contractors in purchasing Goods and Services. As such, this RFP will serve to identify those Vendors that are minority owned or have a strategic plan to support the State’s Historically Underutilized Business program by meeting or exceeding the goal of 10% utilization of diverse firms as 1st or 2nd tier subcontractors. Vendor shall complete ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION.

4.5 VENDOR EXPERIENCE

In its Proposal, Vendor shall demonstrate experience with public and/or private sector clients with similar or greater size and complexity to the State. Vendor shall provide information as to the qualifications and experience of all executive, managerial, legal, and professional personnel to be assigned to this project, including resumes citing experience with similar projects and the responsibilities to be assigned to each person.

- a. Description of the nature of the firm’s business; include a description of experience for each area of legal representation you are interested in providing, competencies, and overall organizational capabilities.
- b. The offeror’s firm and principal must have a minimum of five (5) years’ relevant experience that includes completing J-1 Visa Waiver and H-1B Visa applications.
- c. Description of the staff structure, the background, qualifications and relevant experience of all staff involved in assignments, including length of time at offeror.
- d. The Offeror shall submit evidence of a recent peer review, professional evaluation, or other independent professional assessment of the firm’s legal practice, completed within the last five (5) years. Such documentation should include the reviewing entity, the scope of the review, and the outcome. If a formal peer review has not been conducted, the Offeror shall provide equivalent documentation demonstrating professional standing.

Vendor shall respond to each of the following questions. Vendors are requested to keep responses concise and relevant and not include generic marketing materials. Responses will be reviewed as part of the evaluation process.

- 1. What is your experience in immigration law?
- 2. What is your experience with J-1 Visa Waiver and H-1B Visa applications?
- 3. What is your experience providing legal services for North Carolina state agencies?

4.6 REFERENCES

Vendor shall upload at least three (3) references to the Sourcing Tool, using ATTACHMENT E: CUSTOMER REFERENCE FORM, for which it has provided Services of similar size and scope to those proposed herein. The State may contact these users to determine whether the Services provided are substantially similar in scope to those proposed herein and whether Vendor’s performance has been satisfactory. The information obtained may be considered in the evaluation of the Proposal.

4.7 BACKGROUND CHECKS

Any personnel or agent of Vendor performing Services under any Contract arising from this RFP may be required to undergo a background check at the expense of the Vendor, if so requested by the State.

4.8 PERSONNEL

Vendor warrants that qualified personnel shall provide Services under this Contract in a professional manner. “Professional manner” means that the personnel performing the Services will possess the skill and competence consistent with the prevailing business standards in the industry. Vendor will serve as the prime contractor under this Contract and shall be responsible for the performance and payment of all subcontractor(s) that may be approved by the State. Names of any third-party Vendors or subcontractors of Vendor may appear for purposes of convenience in Contract documents; and shall not limit Vendor’s obligations hereunder. Vendor will retain executive representation for functional and technical expertise as needed in order to incorporate any work by third party subcontractor(s).

Should the Vendor’s proposal result in an award, the Vendor shall be required to agree that it will not substitute key personnel assigned to the performance of the Contract without prior written approval by the Contract Lead. Vendor shall further agree that it will notify the Contract Lead of any desired substitution, including the name(s) and references of Vendor’s recommended substitute personnel. The State will approve or disapprove the requested substitution in a timely manner. The State may, in

its sole discretion, terminate the Services of any person providing Services under this Contract. Upon such termination, the State may request acceptable substitute personnel or terminate the contract Services provided by such personnel.

4.9 VENDOR’S REPRESENTATIONS

If Vendor’s Proposal results in an award, Vendor agrees that it will not enter any agreement with a third party that may abridge any rights of the State under the Contract. If any Services, deliverables, functions, or responsibilities not specifically described in this solicitation are required for Vendor’s proper performance, provision and delivery of the Service and deliverables under a resulting Contract, or are an inherent part of or necessary sub-task included within such Service, they will be deemed to be implied by and included within the scope of the Contract to the same extent and in the same manner as if specifically described in the Contract. Unless otherwise expressly provided herein, Vendor will furnish all of its own necessary management, supervision, labor, facilities, furniture, computer and telecommunications equipment, software, supplies and materials necessary for the Vendor to provide and deliver the Services and/or other Deliverables.

4.10 AGENCY INSURANCE REQUIREMENTS MODIFICATION

A. Default Insurance Coverage from the General Terms and Conditions applicable to this Solicitation:

- Small Purchases
- Contract value in excess of the Small Purchase threshold, but up to \$1,000,000.00
- Contract value in excess of \$1,000,000.00

4.11 LICENSE

The Offeror shall be a member in good standing with the North Carolina State Bar and shall obtain and maintain, at its own expense, all permits, licenses, and approvals required for the lawful conduct of its business, paying all associated charges and fees. The Offeror shall remain fully informed of and in compliance with all applicable federal, state, and local laws, ordinances, and regulations relevant to contract performance. Failure to obtain or maintain required authorizations or to comply with any applicable law or regulation shall constitute a material breach, subjecting the contract to termination, proposal rejection, and/or any other remedies available to DHHS. Upon request, the Offeror shall provide proof of all required licenses for any firm or individual performing under the contract.

4.12 ESTIMATED QUANTITIES

No maximum or minimum quantities are guaranteed. The State shall not be obligated to purchase more than its normal requirements. The State will be responsible only for items requested and received.

5.0 SPECIFICATIONS AND SCOPE OF WORK

DHHS is seeking proposals from qualified firms to provide immigration-related legal consultation and representation services on an as-needed basis. Services will primarily involve employment-based immigrant and non-immigrant visa matters for recruitment of foreign medical graduates under North Carolina’s 30 J-1 Visa Waiver Program but may also include other visa types and related immigration matters.

Required services may include, but are not limited to:

- Immigration law services and training for employment-related visa matters, including:
 1. Conrad 30 Waiver Application
 2. J-1 Visa Waiver Application
 3. H-1B Visa Applications
 4. U.S. Permanent Residence Cases
 5. Work Authorization and Travel Applications
 6. Cross-Border Employee Movement

- Identification of solutions and provision of legal advice for complex, challenging employment-based immigration cases.
- Full processing and management of J-1 Visa Waiver and H-1B Visa applications, including communications with state and federal authorities.
- Development and delivery of training for DHHS staff on compliance and immigration procedures.

DHHS requires a firm with expertise to provide timely, accurate, and cost-efficient legal guidance, with minimal delay due to research. Responsiveness—via phone, email, opinion letters, or in-person meetings—is critical.

5.1 GENERAL

DHHS intends to expand its recruitment of foreign medical graduates through the Conrad 30 J-1 Visa Waiver Program. Because the DHHS Office of General Counsel does not have in-house immigration attorneys, DHHS seeks experienced legal service to:

1. Advise on the J-1 Visa Waiver process.
2. Prepare and submit complete state and federal applications with required documentation.
3. Ensure successful outcomes for foreign medical graduates seeking to work in North Carolina.

Services will be on an as needed basis, when DHHS is recruiting candidates for positions covered under the program.

5.2 TASKS/DELIVERABLES

5.2.1 Tasks

1. Work with hiring facilities applicants, and DHHS central office to complete all components of the immigration and visa application process.
2. Manage the entire application process, including:
 - a. Collecting required documentation from hiring division and applicant,
 - b. Preparing and completing Conrad 30 J-1 Visa waiver and H-1B Visa applications with all supporting documentation,
 - c. Submitting applications to the appropriate state and federal authorities.
 - d. Communicating with authorities throughout the process.
 - e. Securing documented approval of legal immigration status of applicants.
3. Provide process orientation training upon request, including:
 - a. Introduction to process
 - b. Legal requirements for recruiting and hiring candidates under the J-1 Visa Waiver program.

5.3.1 Deliverables

- a. A written plan outlining the step-by-step approach for managing the immigration and visa application process, including roles, responsibilities, timelines, and communication protocols with DHHS, hiring facilities, and applicants.
- b. A standardized checklist of all required applicant and hiring division documents, tailored to both J-1 Visa Waiver and H-1B Visa applications, to ensure completeness and compliance.
- c. Fully prepared and completed Conrad 30 J-1 Visa Waiver and/or H-1B Visa application packets, including all supporting documentation, submitted to the appropriate state and federal authorities within agreed timelines.
- d. Regularly updated log documenting submission dates, receipt confirmations, application status, and key correspondence with authorities.

- e. Written confirmation of legal immigration status approval for each applicant, including copies of all approvals received from state and federal authorities.
- f. Comprehensive orientation and training materials (digital and/or print) covering the immigration/visa application process, legal requirements, and responsibilities for recruiting and hiring under the J-1 Visa Waiver program.
- g. A summary report for each training session delivered, including agenda, materials provided, attendees, and feedback received.

5.3 PROJECT ORGANIZATION

Vendor shall describe the organizational and operational structure it proposes to utilize for the work described in this RFP and identify the responsibilities to be assigned to each person Vendor proposes to staff the work.

- a. Provide a corporate organization chart indicating key management team members.

5.4 TECHNICAL APPROACH

Vendor’s proposal shall include, in narrative, outline, and/or graph form the Vendor’s approach to accomplishing the tasks outlined in the Scope of Work section of this RFP. A description of each task and deliverable and the schedule for accomplishing each shall be included.

- a. Office Management - To allow for opportunities to meet in-person, NC DHHS prefers that the offeror maintain a year-round office in the State of North Carolina; however, out-of-state vendor submissions will also be accepted/considered, with approved approach.

6.0 CONTRACT ADMINISTRATION

All Contract Administration requirements are conditioned on an award resulting from this solicitation. This information is provided for the Vendor’s planning purposes.

6.1 CONTRACT MANAGER AND CUSTOMER SERVICE

The Vendor shall be required to designate and make available to the State a contract manager. The contract manager shall be the State’s point of contact for Contract related issues and issues concerning performance, progress review, scheduling, and service.

Contract Manager Point of Contact	
Name:	
Office Phone #:	
Mobile Phone #:	
Email:	

The Vendor shall be required to designate and make available to the State for customer service. The customer service point of contact shall be the State’s point of contact for customer service-related issues.

Customer Service Point of Contact	
Name:	

Office Phone #:	
Mobile Phone #:	
Email:	

6.2 POST AWARD PROJECT REVIEW MEETINGS

The Vendor, at the request of the State, shall be required to meet periodically with the State for Project Review meetings. Meetings will be weekly for the first two (2) months from the “Effective Date” and then monthly as needed for the remainder of the contract. The purpose of these meetings will be to review project progress reports, discuss Vendor and State performance, address outstanding issues, review problem resolution, provide direction, evaluate continuous improvement and cost saving ideas, and discuss any other pertinent topics.

6.3 CONTINUOUS IMPROVEMENT

The State encourages the Vendor to identify opportunities to reduce the total cost the State. A continuous improvement effort consists of various ways to enhance business efficiencies as performance progresses.

6.4 STATUS REPORTS

Monthly status reports shall be determined by task order and specific to the using agency.

6.5 ACCEPTANCE OF WORK

Performance of the work and shall be conducted and completed at least in accordance with the Contract requirements and recognized and customarily accepted industry practices. Performance shall be considered complete when the Services or Goods are approved as acceptable by the Contract Administrator. Acceptance of Vendor’s work product shall be based on the following criteria:

Completion and approval by the applicable State and federal authorities of all immigration applications, waivers, and other legal documentation required for the foreign medical graduate to begin full-time employment for DHHS.

The State shall have the obligation to notify Vendor, in writing ten (10) calendar days following completion of such work or delivery of a deliverable described in the Contract that it is not acceptable. The notice shall specify in reasonable detail the reason(s) it is unacceptable. Acceptance by the State shall not be unreasonably withheld; but may be conditioned or delayed as required for reasonable review, evaluation, installation, or testing, as applicable to the work or deliverable. Final acceptance is expressly conditioned upon completion of all applicable assessment procedures. Should the work or deliverables fail to meet any specifications, acceptance criteria or otherwise fail to conform to the Contract, the State may exercise any and all rights hereunder, including, for Goods deliverables, such rights provided by the Uniform Commercial Code, as adopted in North Carolina.

6.6 TRANSITION ASSISTANCE

If a Contract results from this solicitation, and the Contract is not renewed at the end of the last active term, or is canceled prior to its expiration, for any reason, Vendor shall provide transition assistance to the State, at the option of the State, for up to six (6) months to allow for the expired or canceled portion of the Services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such Services to the State or its designees. If the State exercises this option, the Parties agree that such transition assistance shall be governed by the terms and conditions of the Contract (notwithstanding this expiration or cancellation), except for those Contract terms or conditions that do not reasonably apply to such transition assistance. The State shall agree to pay Vendor for any resources utilized in performing such transition assistance at the most current rates provided by the Contract for performance of the Services or other resources utilized.

6.7 DISPUTE RESOLUTION

During the performance of the Contract, the parties agree that it is in their mutual interest to resolve disputes informally. Any claims by the Vendor shall be submitted in writing to the State’s Contract Manager for resolution. Any claims by the State shall be submitted in writing to the Vendor’s Project Manager for resolution. The Parties shall agree to negotiate in good faith and use all reasonable efforts to resolve such dispute(s).

During the time the Parties are attempting to resolve any dispute, each shall proceed diligently to perform their respective duties and responsibilities under this Contract. The Parties will agree on a reasonable amount of time to resolve a dispute. If a dispute cannot be resolved between the Parties within the agreed upon period, either Party may elect to exercise any other remedies available under the Contract, or at law. This provision, when agreed in the Contract, shall not constitute an agreement by either party to mediate or arbitrate any dispute.

6.8 CONTRACT CHANGES

Contract changes, if any, over the life of the Contract shall be implemented by contract amendments agreed to in writing by the State and Vendor. Amendments to the contract can only be through the contract administrator.

6.9 ATTACHMENTS

All attachments to this RFP are incorporated herein and shall be submitted by responding in the Sourcing Tool. These attachments can be found at the following Vendor Forms link for reference purposes only:

<https://ncadmin.nc.gov/documents/vendor-forms>

ATTACHMENT A: PRICING

Complete and return the Pricing associated with this RFP, which can be found in the table below (estimated quantities per year):

Pricing for Initial Contract Term (Years 1 – 3):

Item #	Quantity	Unit of Measure	Description	Unit Price	Extended Price
1	15	Application	Completion and submission of all Conrad 30 J-1 Visa Waiver and H-1B immigration applications, including but not limited to all necessary and/or accompanying documentation, to the applicable State and federal authorities.	\$	\$
2	15	Approval	Documented approval of immigration applications (Conrad 30 J-1 Visa Waiver and H-1B Visa) from relevant State and federal authorities in order to guarantee legal immigration status for foreign graduate medical applicant(s) to begin work at DHHS under the North Carolina Conrad 30 J-1 Visa Waiver Program.	\$	\$
3	1	Per training	Introductory training at the request of the Agency	\$	\$
			TOTAL:		\$

Optional Pricing for Year 4:

Item #	Quantity	Unit of Measure	Description	Unit Price	Extended Price
1	5	Application	Completion and submission of all Conrad 30 J-1 Visa Waiver and H-1B immigration applications, including but not limited to all necessary and/or accompanying documentation, to the applicable State and federal authorities.	\$	\$
2	5	Approval	Documented approval of immigration applications (Conrad 30 J-1 Visa Waiver and H-1B Visa) from relevant State and federal authorities in order to guarantee legal immigration status for foreign graduate medical applicant(s) to begin work at DHHS under the North Carolina Conrad 30 J-1 Visa Waiver Program.	\$	\$
3	1	Per training	Introductory training at the request of the Agency	\$	\$
			TOTAL:		\$

Optional Pricing for Year 5:

Item #	Quantity	Unit of Measure	Description	Unit Price	Extended Price
1	5	Application	Completion and submission of all Conrad 30 J -1 Visa Waiver and H-1B immigration applications, including but not limited to all necessary and/or accompanying documentation, to the applicable State and federal authorities.	\$	\$
2	5	Approval	Documented approval of immigration applications (Conrad 30 J-1 Visa Waiver and H-1B Visa) from relevant State and federal authorities in order to guarantee legal immigration status for foreign graduate medical applicant(s) to begin work at DHHS under the North Carolina Conrad 30 J-1 Visa Waiver Program.	\$	\$
3	1	Per training	Introductory training at the request of the Agency	\$	\$
			TOTAL:		\$