

OFFICE OF THE TOWN ATTORNEY  
TOWN OF OYSTER BAY  
NASSAU COUNTY, NEW YORK

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REQUEST FOR PROPOSALS  
FOR  
INDEPENDENT MEDICAL EXAMINATIONS

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NOTES:

1. ISSUANCE DATE: November 18, 2022
  2. THIS RESPONSE IS DUE BY: December 2, 2022  
[Consideration will only be given to responses received at or before 3:00 p.m. EDT of that date]
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PROJECT NAME: **INDEPENDENT MEDICAL EXAMINATIONS FOR THE  
OFFICE OF THE TOWN ATTORNEY**

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REQUEST FOR PROPOSALS  
INDEPENDENT MEDICAL EXAMINATIONS

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AUTHORIZED CONTACT PERSON

Prospective firms are advised that the authorized Town of Oyster Bay contact person for all matters concerning this Request for Proposals (the “Request” or “RFP”) is:

Frank M. Scalera, Town Attorney  
54 Audrey Avenue  
Oyster Bay, NY 11771  
Telephone: (516) 624-6150 – Fax: (516) 624-6196  
Email: fscalera@oysterbay-ny.gov

INTRODUCTION

In accordance with the General Municipal Law § 104-b and the Town of Oyster Bay’s Procurement Policy, the Office of the Town Attorney of the Town of Oyster Bay (the “Town”) is seeking proposals from qualified firms interested in arranging and managing independent medical examinations (“IME”) in connection with, among other things, this Office’s negligence defense and automobile liability practice.

The scope of the anticipated services and required experience and knowledge are more fully described below.

FORM OF PROPOSALS

Proposers must submit three (3) copies of their firm’s resume, credentials, and representative work/sample IME reports.

At a minimum, proposing firms should expansively and thoroughly address the following subjects as a part of their proposal:

1. *Proposer Profile: Organization, Capacity, Staffing, Resumes*

Provide a complete description of the firm’s organizational structure, and capacity to provide and support the proposed services; resumes of the proposed personnel (quality/demonstrated skills of proposed personnel); and a clear description of potential resource utilization methods and approach to the project.

2. *Related Experience*

Describe any prior public sector experience, project management and implementation qualifications and related experiences of the proposer including references, organizational and technical capacity, and outcome/results of services provided to other similar clients of similar size; comprehensive description of why the proposer can perform the tasks defined in the RFP.

In addition, any award to a vendor is subject to the approval of the Town of Oyster Bay Inspector General pursuant to the Town procurement policies. Vendors shall be required to submit information to the Inspector General and/or the Town's due diligence software system prior to any award of RFP.

#### QUALIFICATION BASED SELECTION PROCESS

The Town, after receipt and review of responses to this RFP, reserves the right to reject any or all proposals based upon the information provided by the firm(s) in their proposal(s) and based upon subsequent negotiations between the Town and the firm(s). The review process is based on the qualifications of the firm for the nature of the services solicited under this RFP, as guided by the Town's Procurement Policy, adopted by Town Board Resolution #154-2021, a copy of which is available at <https://oysterbaytown.com/wp-content/uploads/AdoptedResos030921.pdf>. pp. 128 *et seq.*

In reviewing the proposals, the following factors will be considered, without limitation:

1. Magnitude, scope, and complexity of the services to be rendered;
2. Experience of the firm in assignments of similar size, scope, and complexity;
3. Special knowledge relevant to the project;
4. Size, staffing, resources, and financial capability of the firm vs. the size of the assignment;
5. Past performance with the Town, if any;
6. Firm's current workload with the Town; and
7. Acceptability and efficacy of proposed analysis, management and implementation methods and procedures and supporting systems for ongoing project management and implementation support, previous engagements of similar scope and quality, description of recommendations and alternative approaches that the Town might use to improve its management process including rationale for the recommendations or alternative approaches.

#### CRITERIA FOR EVALUATION

It is expressly acknowledged that the quality of the services to be rendered is of paramount importance to the Town. However, it is further expressly acknowledged that the cost of the services to be rendered is a substantial concern because the Town seeks effective IME services at reasonable rates.

Based upon a review of the proposals in the context of the Qualification Based Selection Process, qualified firms will be invited to submit an engagement letter, which will be subject to negotiation. If a satisfactory agreement cannot be negotiated with such firm(s), then negotiations with such firm will be terminated. Please note that the Town does not make retainer payments in advance of services rendered.

## SCOPE OF SERVICES AND OTHER REQUIREMENTS

The Town seeks qualified IME providers to arrange and manage IMEs relating to the Town's general liability defense practice. Responding firms must have access to an extensive panel of physicians who are licensed to practice medicine in the State of New York. In particular, but without limitation, this Office seeks IME physicians with specialization in orthopedics, neurology, and radiology (including film review).

Panel physicians must have experience in performing IMEs and must be able and willing to testify at depositions and trials, if necessary. Each physician will be expected to cooperate and confer with the Town's counsel, as needed, and to prepare a report of their findings with respect to plaintiffs' alleged injuries and damages. IME reports are expected to be delivered to the Town's counsel within thirty (30) days of the IME.

The firm(s) that is/are ultimately selected shall be retained for a one (1) year period beginning on January 1, 2023 through and including December 31, 2023. The Town may, at its sole and exclusive option, extend the term for up to two additional one-year periods.

## FAMILIARIZATION WITH CURRENT PROGRAMS, FACILITIES, AND DOCUMENTS

It is the sole responsibility of the prospective firms to familiarize themselves with the Town's current programs, facilities, documents and any other information which is necessary and relevant to the scope of this RFP. Upon sufficient and reasonable advance notice to the contact person named above, arrangements may be made to visit and inspect any involved Town facilities and/or to view applicable documents.

Any and all costs borne by the prospective proposer in familiarizing themselves with the above are to be borne solely by the prospective proposer. In the event that the prospective proposer is ultimately awarded an agreement pursuant to this RFP, the Town will not allow any claims for payment which include billable time for such familiarization and travel costs, regardless of whether they were incurred prior to or following the submission of the proposer's proposal.

## PAYMENT AND CLAIMS

Payment for services rendered is made on a monthly basis, following submission of an invoice and Town claim form, which is subject to review and audit by Town personnel. Given its position as a municipality, this Office seeks high quality IME services at the most reasonable cost. As such, responding firms must provide a detailed rate sheet for all services to be provided including, without limitation, the IME, medical record and film review, preparation of the IME report, and testimony (at both deposition and trial).

Disbursements, such as filing fees and postage, shall be billed, and will be paid, at cost. The Town will not reimburse for expenses it is exempt from paying, including, without limitation, index number fees and sales tax. All disbursements shall be documented by the submission of copies of receipts or other proof of payment.

**Note: The Town makes no representation of the actual value of the work under this RFP. Further, as part of the award process, a maximum dollar amount may be determined and may be incorporated into the agreement that is awarded pursuant to this Request for Proposals. The Town further states that it also makes no representation that actual services required will be for the full maximum dollar amount incorporated into the agreement.**

PROPOSAL SUBMISSION INSTRUCTIONS

Each proposal shall be prepared simply and economically avoiding the use of elaborate promotional materials beyond those sufficient to provide a complete, accurate, and reliable presentation.

The proposals must be signed by an individual who is authorized to bind the Firm to all commitments made in the proposal. Responses may be e-mailed to the Authorized Contact Person, provided that hard copy submissions are postmarked by the deadline established herein. Copies of e-mailed proposals should also be copied to Paul S. Ehrlich, Esq. (pehrlich@oysterbay-ny.gov) and Jeffrey Lesser, Esq. (jlesser@oysterbay-ny.gov). Proposals received after the above date and time will not be considered. The Town is under no obligation to return proposals.

It is each Proposer's responsibility to carefully review all requirements of the RFP, including the scope of work, the specifications, and terms and conditions. It is further the proposer's responsibility to ask questions, request clarifications, or otherwise advise the Town if any language, specifications or requirements of this RFP appear to be ambiguous, contradictory, or vague. Any questions must be submitted by e-mail only by December 22, 2022 at 12:00 p.m.

Although the Town will make best efforts to respond to any question(s) received by the deadline established above, the Town is under no obligation to respond to such questions, inquiries, or assertions. Note that all questions, and all corresponding answers, if any, will be shared with all prospective firms.

Proposers will submit all proposals and direct all responses, questions and any other communications to the following contact person:

Frank M. Scalera, Town Attorney (fscalera@oysterbay-ny.gov)

with copies to

Jeffrey Lesser, Esq. (jlesser@oysterbay-ny.gov); and  
Paul S. Ehrlich, Esq. (pehrlich@oysterbay-ny.gov).

Please indicate in the subject line of any email "Independent Medical Examination RFP."

No contact with any other Town personnel other than as outlined in this RFP is permitted until such time as an award has been made by the Town Board.

## OTHER GENERAL INFORMATION

1. **Incurred Costs.** The Town shall not be liable for any costs incurred in the preparation and production of a proposal in response to this RFP or for any work performed prior to the issuance of a contract.

2. **Rejection of Proposals.** This RFP does not commit the Town to award a contract, or to procure, or to contract for services or supplies. The Town reserves the right to award this contract to the proposer(s) that best meet the requirements of the RFP. The Town reserves the right to accept or reject any or all proposals received as a result of this request; to negotiate with all qualified sources, or to cancel in part or in its entirety this RFP if it is in the interests of the Town to do so. The Town may require the Proposer selected to participate in negotiation and to submit any price, technical, or other revisions, or their proposals as may result from negotiations. No agreement shall be valid, binding, and effective unless and until the Town Board makes an award of this RFP by Town Board resolution.

3. **Addenda to Request for Proposals.** Amendments to this RFP may be necessary prior to closing date and will be posted on the Town website: <http://oysterbaytown.com/doing-business-with-the-town>. It is the sole responsibility of proposers to review that website for addenda prior to making any proposal; the Town will not directly contact interested firms to advise of any amendments to this Request.

4. **Contract Negotiations.** The Town intends to enter into contract negotiations with the firm(s) selected by the Town Board, who shall be required to enter into a written contract with the Town in a form approved by legal counsel for the Town.

5. **Disclosure of Proposal Contents.** The Town will withhold proposals submitted under this RFP from disclosure, unless otherwise required by law, including, but not limited to, the Freedom of Information Law ("FOIL"). Proposers should indicate any information they feel is exempted from disclosure under FOIL. In the event that the Town determines that information is required by applicable law to be disclosed, the Town will notify the Proposer in advance of such disclosure to enable the Proposer to take such actions as it deems appropriate. Copies of executed contracts are not exempt from FOIL.

6. **Ownership of Information.** All material submitted in response to this RFP will become the property of the Town.

7. **Examination of Records:** In submitting a proposal, the successful Proposer agrees that the Town shall have access to and the right to examine all pertinent documents, papers and records of the Proposer and/or any sub-proposer as related to any contract and/or subcontract resulting from this RFP until six years after final payment has been made pursuant to any contract awarded as a result of the Town's acceptance of proposal.

8. **Disclaimer** The Town and its respective officers, directors, agents, members and employees make no representation or warranty and assume no responsibility for the accuracy of the information set forth in this RFP. Further, the Town does not warrant nor make any

representations as to the quality, content, accuracy or completeness of the information, text graphics, links or other facets of this RFP once it has been downloaded or printed from this or any server, and hereby disclaims any liability for technical errors or difficulties of any nature that may arise in connection with the Website on which this RFP is posted, or in connection with any electronic medium utilized by respondents or potential respondents in connection with or otherwise related to the RFP.

9. **Negotiated Changes.** In the event that negotiated changes occur after the awarding of the contract, the same pricing policies called for in the original contract will remain in effect.

10. **Certain Termination Provisions.** The contract shall provide that in the event of any material misrepresentation by the Proposer contained in its proposal, the Town shall have the right to immediately terminate the agreement. It shall also provide that in the event the Proposer or any of its principals are convicted of a misdemeanor or felony during the term of the agreement, that the Town shall have the right to terminate the agreement.

11. **Billing.** Any firm selected agrees to submit any bills in a timely manner and all bills incurred during the calendar year must be submitted no later than January 31<sup>st</sup> of the subsequent year.

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