



## REQUEST FOR FORMAL PROPOSALS MEDICAL EQUIPMENT

**RFP Issue Date:** July 3, 2019

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### I. BACKGROUND

Juniper Health, Inc. (“JHI”) is issuing this Request for Proposals (“RFP”) in an effort to receive Proposals from qualified Vendors (“Vendors”) to provide medical equipment according to the specifications listed below in **Attachment C** (hereinafter known as “Medical equipment”).

The targeted delivery date for the Medical equipment is September 15, 2019. JHI intends to review the Proposals submitted by Vendors with the goal of entering into a purchase agreement (“Purchase Agreement”) with one Vendor. This RFP describes the technical and performance specifications for the Medical equipment and contains an overview of the general terms and conditions under which the Medical equipment is to be provided.

Juniper Health, Inc. is a Kentucky non-profit Federally Qualified Health Center providing high quality, patient-centered care to the residents of Breathitt, Lee, Morgan, and Wolfe counties. Juniper Health is exempt from federal income tax under Section 501(c)(3) of the IRS code. JHI offers a wide range of services for our patients and communities. Our services include family medical care, preventive health services, dental services, and behavioral health services. This RFP is created in response to a need for new Medical equipment for direct patient care in a newly constructed facility in Breathitt County.

### II. GENERAL MEDICAL EQUIPMENT REQUIREMENTS

Refer to the Technical and Performance Specifications - **Attachment C** for detailed and specific requirements.

1. **General Description:** The Medical equipment shall consist of one procedure table and single-mount procedure light, two adjustable-height exam tables with built-in scale, three adjustable-height examination tables, twenty-three fixed-height exam tables, fifteen table-top infant scales, twenty-eight stools with backs, fifty-three bariatric side chair with arms, one hundred three standard width side chair with arms, one lab draw chair, one digital ECG, one procedure computer workstation, twenty-eight wall-mounted diagnostic sets with otoscope and ophthalmoscope only, six rolling vital signs monitors with mobile cart and blood pressure, temperature and oxygen saturation measuring capabilities, and three dressing nooks.
2. **State Standards:** Any Medical equipment proposed shall meet all current applicable state standards and requirements. The Vendor shall provide the floor plan requirements. The Vendor shall coordinate the installation of the Medical equipment with Juniper Health’s equipment inspector.

3. Design, Submittals, and Production Process: The selected vendor (“Vendor”) shall work directly with JHI, its Architect and Contractor, in the design of the Medical equipment to match the services program and facility for which it will be used. The Vendor shall prepare and submit a full design drawing package indicating specific dimensions and materials to include:
  - Floor plan, all elevations, electrical plan, workstations, and equipment specifications. The submittal package shall be available for JHI review and modification prior to acceptance and approval by JHI.
4. Warranties
  - a. Warranty - The Medical equipment shall be covered by the warranty provided by the manufacturer and shall be at least twelve months. The manufacturer shall warrant the furnished equipment against parts failure or malfunction due to installation errors, defective workmanship and missing or incorrect parts for a minimum period of twelve months.
  - b. Warranty Activation - A Delayed Warranty shall begin when the Medical equipment is placed into service by JHI. The Vendor will be contacted once the Medical equipment is employed.
  - c. Repair Parts and Service - The manufacturer shall be able to furnish replacement parts or furnish service by furnishing a list of agencies where a stock of repair parts is available and can be secured in a reasonable time after ordering from the manufacturer.
  - d. Warranty Repair Work - All work performed by the Vendor, to include parts and labor, shall be warranted for a period of at least one (1) year, commencing upon the date the completed Medical equipment is placed into service.

Work performed by the Vendor shall not void any manufacturer’s warranty on equipment. All warranty corrective action must be initiated within forty-eight (48) hours after notification by JHI.

The Vendor shall assess the damage and provide a time line for repair. If warranty response is improper or inadequate, JHI will have the equipment repaired locally. All costs incurred will be billed to the Vendor; the Vendor will reimburse JHI for the cost of the repairs within ten (10) working days from the date of repair.
5. Delivery: Medical equipment shall be delivered by a trainer who shall be capable of implementing any minor adjustments to the Medical equipment, provide on-site training, as well as explain complete operation of the Medical equipment.

### **III. ATTACHMENTS**

1. Attachment A – Vendor Proposal Form
2. Attachment B – Schedule of Activities:

The Request for Proposal Schedule ("Schedule") for this RFP is a guide. JHI reserves the right to make changes to the Schedule and will provide proper notification to all Vendors at the time any changes occur.
3. Attachment C – Technical and Performance Specifications.

### **IV. PROPOSAL TERMS AND CONDITIONS**

1. Request For Proposal: JHI is soliciting Vendors who have the potential to furnish the requested Medical equipment. Upon request, each Vendor will receive one copy of the RFP from JHI; Vendors are responsible for making copies as required to satisfy their needs. Vendors are encouraged to initiate preparation of their proposals immediately upon receipt of this RFP, so that all relevant questions and information needs can be identified and answered, and so adequate time is available to prepare a comprehensive and complete response.

2. Point of Contact: All communication with JHI shall be directed to the single point of contact identified on the first page of the RFP. Any contact by the Vendor with any other JHI employee, Board Member, or consultant may result in the disqualification of the Vendor's Proposal.
3. Schedule of Activities: The table in **Attachment B** outlines the schedule of major activities for the RFP and the Proposal selection process. JHI reserves the right to amend the schedule as necessary.
4. Vendor Qualifications: The Vendor shall have the following minimum qualifications:
  - a. A sound business reputation;
  - b. Proven capabilities in delivering Medical equipment similar in size and scope to the specified Medical equipment on time and on budget;
  - c. Appropriate resources to satisfy the requirements set forth herein; and
  - d. Demonstrated track record in Medical equipment delivery and overall client satisfaction.
5. Vendor Rights:
  - a. All materials submitted in response to this RFP become the property of JHI upon delivery and shall be appended to any formal documentation, which would further define or expand the contractual relationship between JHI and the Vendor, if selected, for the Medical equipment to be purchased.
  - b. Each Vendor, as an express condition for JHI's consideration of such Vendor Proposal, agrees that the contents of every other Proposal is confidential, proprietary and trade secret information in all technical areas and waives any right to access such Proposals. No submissions or supporting documentation will be returned to Vendor.
  - c. Vendors submitting Proposals should recognize that JHI is a private, non-profit organization and, as a non-profit body, JHI is subject to disclosure requirements and shall abide by required laws. Neither party shall be liable for disclosures required by law.
6. Reservation of Rights:
  - a. This RFP does not commit JHI to award a Purchase Agreement, to pay any costs incurred in the preparation of a Proposal to this request, or to otherwise contract for any Medical equipment.
  - b. JHI reserves the right to accept or reject any or all Proposals received as a result of this request, to negotiate with any qualified Vendors, to award a Purchase Agreement to more than one Vendor, or to cancel in part or in its entirety this RFP, if it is in the best interest of JHI to do so.
  - c. JHI will evaluate Proposals based upon the effectiveness of the perceived performance as it relates to JHI's specific requirements. The lowest fee Proposal shall not necessarily be selected. JHI specifically reserves the right to reject any or all Proposals or any part thereof; or to waive any defect or informality in a Proposal when it is determined by JHI to be in JHI's best interest.
7. Late Proposals Not Considered: Proposals received after the stipulated Proposal Submission Deadline will not be considered.
8. Inconsistency or Error in the RFP: Any Vendor believing that there is any ambiguity, inconsistency or error in the RFP shall promptly notify JHI in writing of such apparent discrepancy. Failure to so notify JHI by the Proposal Submission Deadline will constitute a waiver of claim of ambiguity, inconsistency or error.

9. Vendor Errors or Omissions: JHI is not responsible for any Vendor's errors or omissions.
10. Addenda: JHI shall not be responsible for any oral instructions given by any employees or representatives of JHI in regard to the proposal instructions, specifications or proposal documents as described in this RFP. Any changes will be in the form of an addendum, which will be furnished to all Vendors who are listed with JHI as having received the RFP, or to any other Vendor who requests an addendum.
11. Vendor Incurred Costs: The Vendor shall be responsible for all costs incurred in preparing or responding to this RFP. All materials and documents submitted in response to this RFP become the property of JHI and will not be returned after the Proposal Submission Deadline.
12. Modification or Withdrawal of Proposal:
  - a. A Proposal may not be modified, withdrawn or cancelled by a Vendor for one hundred twenty (120) days following the Proposal Submission Deadline and each Vendor so agrees in submitting the Proposal.
  - b. Proposals may be withdrawn, altered and/or resubmitted at any time prior to the submission deadline.
  - c. Notice of pre-submittal date withdrawal shall be in writing over the signature of the Vendor or may be by e-mail. If by e-mail, written confirmation over the signature of the Vendor shall have been mailed and postmarked on or before the Proposal Submission Deadline.
  - d. Withdrawn Proposals may be resubmitted up to the Proposal Submission Deadline, provided that they are then fully in conformance with these general terms and conditions.
13. Rejection of Solicitation Responses: JHI reserves the right to reject any or all responses received, or any part thereof; to accept any response or any part thereof; or to waive any informality when it is deemed to be in the best interest of JHI.
14. Vendor Certification: By submission of a proposal, the Vendor certifies that the Vendor has not paid or agreed to pay any fee or commission, or any other item of value contingent on the award of a contract to any employee, official or current contracting consultant of JHI.
15. Exceptions: It is the intent of JHI to award a Purchase Agreement on a fair, competitive basis. For this reason, JHI may view the notation of any "Exception" in response to any material conditions or requirement of the RFP as an attempt by the Vendor to vary the terms of the RFP, which, in fact, may result in giving such Vendor an unfair advantage over other Vendors. For this reason, JHI will, at its option, not allow exceptions to any material requirement if, in the opinion of JHI, the exceptions alter the overall intent of this RFP, unless the exception would be of material benefit to JHI.
16. JHI Right to Disqualify for Conflict of Interest: JHI reserves the right to disqualify any Vendor on the basis of any real or apparent conflict of interest that is disclosed by the Proposal submitted or any other data available to JHI. The right of disqualification is at the sole discretion of JHI. Any Vendor submitting a Proposal waives any right to object at any future time, before any judicial, administrative or municipal body or agency, to JHI exercise of its right of disqualification by reason of real or apparent conflict of interest as determined by JHI.
17. Vendor Guarantee: Any Vendor submitting a proposal in response to this RFP warrants and guarantees that the Vendor is fully capable of performing each and every task set forth in the



Proposal. No limitation or exception to this warranty provision will be acceptable to JHI; except, it is understood that the Vendor is not responsible for any problems in performance caused by improper acts or omissions by JHI.

18. Covenant Against Contingent Fees:

- a. The Vendor warrants that no person or selling agent has been employed or retained to solicit or secure the Purchase Agreement upon an agreement or understanding for a commission percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Vendor for the purpose of securing business.
- b. For breach or violation of this warranty, JHI shall have the right to immediately terminate the Purchase Agreement without liability, or in its discretion to deduct from fees or payments due the Vendor.

19. Gratuities: JHI may, by written notice to the Vendor, immediately terminate the right of the Vendor to proceed under the Purchase Agreement if it is found that gratuities in the form of entertainment, gifts, or otherwise were offered or given by the Vendor, or any agency or representative of the Vendor, to any officer or employee of JHI with a view toward securing or amending, or the making of any determinations with respect to the performance of such contract.

20. Affirmative Action in Employment:

- a. If applicable, the Vendor may provide a certificate or statement regarding the status of the company as a Minority, Women, or Veteran Owned Business ("XBE") as part of the Proposal package. JHI is committed to provide an equal opportunity for participation of XBE firms in all JHI business.
- b. Any Vendor in performing under a Purchase Agreement resulting from this RFP shall not discriminate against any worker, employee or applicant or any member of the public because of race, creed, color, religion, gender, national origin, age or disability, nor otherwise commit an unfair employment practice. The Vendor will take affirmative action to ensure that applicants are employed, and that employees are dealt with during employment, without regard to their race, creed, color, religion, gender, national origin, age, disability, or disabled veteran status.

21. Vendor Inquiries: Any questions that arise relating to this RFP shall be directed, in writing, or via e-mail to the Point of Contact identified on the cover page by the deadline set forth in Attachment B.

22. News Releases - News releases pertaining to the award of the Purchase Agreement or the Medical equipment or any part of the subject shall not be made without prior approval of JHI.

## V. GENERAL TERMS AND CONDITIONS

Any Vendor entering into a Purchase Agreement with JHI shall agree to a number of general terms and conditions. If a Vendor cannot agree to any of the stated general terms and conditions, its Proposal shall clearly state the reason for any such non-compliance. However, any Vendor submitting a proposal is encouraged to submit a copy of its proposed contract or engagement forms for review by JHI. The Purchase Agreement shall include this RFP and the Vendor's Proposal in response to this RFP. The submission of the proposal herein constitutes the agreement of any Vendor that any Purchase Agreement to be drawn as a result of an award herein will be prepared by JHI. The language of the



Purchase Agreement to be executed will be drafted under the supervision of JHI's attorney and shall be the controlling document.

1. **Compliance with Laws:** In providing the Medical equipment, the Vendor shall comply with all applicable laws, ordinances, rules, regulations, and codes of Federal, State and local governments.
2. **Continuation During Disputes:** The Vendor agrees that, notwithstanding the existence of any dispute between the parties, insofar as is possible under the terms of the Purchase Agreement to be entered into, each party shall continue to perform the obligations required of it during the continuation of any such dispute, unless enjoined or prohibited by any court.
3. **Organization Employment Disclaimer:**
  - a. Any Purchase Agreement entered into as the result of this RFP will not constitute, create, give rise to or otherwise recognize a joint venture, agreement or relationship, partnership or formal business organization of any kind between the parties, and the rights and obligations of the parties shall be only those expressly set forth therein. The Vendor will agree that no persons supplied by it in the performance of the contract are employees of JHI and further agrees that no rights of JHI's civil service, retirement or personnel rules accrue to such persons.
  - b. The Vendor shall have the total responsibility for all salaries, wages, bonuses, retirement, withholdings, workers' compensation and occupational disease compensation insurance, unemployment compensation, other benefits and taxes and premiums appurtenant thereto concerning such persons provided by such Vendor in providing the Medical equipment and shall save and hold JHI harmless with respect thereto.
4. **Method of Payment:** Vendor will be paid in accordance with the payment procedures as stipulated in the Purchase Agreement.
5. **Prime Vendor Responsibility:** Planned use of subcontractors in connection with the provision of the Medical equipment shall be clearly explained and described in the Proposal. The prime contractor will be responsible, and shall take responsibility, for the performance under the Purchase Agreement whether or not subcontractors are used.
6. **Confidentiality of Information:** The Vendor shall treat all information furnished by JHI and requirements provided hereunder as confidential. The Vendor shall not disclose such information to others without the prior written consent of JHI's authorized representative.
7. **Audit of Records:** The Vendor shall keep all resulting records of the Purchase Agreement and make them available for audit by, but not limited to, JHI personnel and/or other regulatory authorities upon request for a period of 5 years after the date of delivery of the Medical equipment.
8. **Late Penalty:** The target delivery date for the Medical equipment is September 15, 2019. The final delivery date shall be listed in the Purchase Agreement. In the event the Vendor delays delivery of the Medical equipment by JHI, JHI shall be entitled to a five percent (5%) prorated discount on the purchase price listed in the Purchase Agreement for each month delivery is delayed.

## **VI. REQUIRED PROPOSAL FORMAT**

1. General Requirements: The Proposals shall contain information responsive to the RFP and the items listed below.
2. Specific Proposal Format and Content: Information contained in the Proposals shall not exceed Fifty (50) pages, including the Vendor Proposal Form and Non-Collusion Affidavit. In order to facilitate comparison and review of the Proposals, each Vendor should use section numbers and titles consistent with the format outlined below:
  - a. Complete the Vendor Certification sheet included as **Attachment A**.
  - b. Vendor introduction, cover letter, and proposed schedule:
    - i) Vendor name, address, phone, fax, and e-mail address.
    - ii) Contact person for the Vendor's response to the RFP.
    - iii) Signature of the contact person. This signature serves as verification the Vendor is a legal entity, the Vendor does not discriminate, the contact person is authorized to act on the Vendor's behalf, the Vendor has not paid or agreed to pay any fee or commission, or any other item of value contingent on the award of a contract to any person associated with JHI, and the Proposal will remain valid for at least ninety (90) days.
    - iv) Vendor shall outline a schedule with milestones and key decision points required to meet the required delivery date.
  - c. Vendor profile:
    - i) Information relating to the business organization of the Vendor and any third party or subcontractor that may be partnering with the Vendor.
    - ii) Description of the Vendor's organization, names of employees primarily assigned to the Project, and the role of each employee.
  - d. Vendor experience providing Medical equipment:
    - i) To illustrate the Vendor has the experience to provide the Medical equipment, the Vendor shall provide a representative list where the Vendor provided Medical equipment similar in size and scope to the Medical equipment required by the RFP.
  - e. Vendor references: To illustrate the Vendor has the expertise to provide the Medical equipment, the Vendor shall provide three (3) references of clients the Vendor has provided Medical equipment similar in size and scope to the specified Medical equipment in the RFP. The Vendor shall provide the name of the client, contact person, position, and phone number for each reference submitted.
  - f. Complete the Vendor Proposed Technical and Performance Specifications included as **Attachment C**.
  - g. Vendor will provide detailed scale drawings depicting their offering in response to this RFP. Depictions of the floor plan must also be included, as well as a conceptual drawing of all communication, electrical, and IT-based wiring systems.
  - h. JHI reserves the right to obtain the Vendor's financial statements covering the past three (3) years, demonstrating the Vendor possesses adequate reserves and financial capacity to provide the Medical equipment.
  - i. Pricing - Provide a lump sum price to provide the Medical equipment described herein, to include installation of all equipment supplied by the Vendor. Price shall include delivery, warranties, training, etc. to provide turn-key Medical equipment. Include additional pricing for any options, upgrades, additional equipment, etc. that may be used in negotiations for the purchase of the Medical equipment.
  - j. Additional information:
    - i) Vendor may provide any other information within the maximum page limit that it believes may add to its Proposal.

- ii) To the extent a Vendor is incapable of complying with or takes exception to any aspect of the requirements, proposal terms, and general terms and conditions described in the RFP, the Vendors shall specifically identify and describe such exceptions in this section of its response to this RFP.
- 3. Proposal Submittal Instructions: One (1) electronic version in .pdf form of the Proposal shall be emailed to the Point of Contact at the address identified on the RFP cover page, with the following information in the body of the email:
  - a. Vendor's Name.
  - b. Request for Proposal title.
  - c. Proposal Submission Deadline.
- 4. Opening: The responses received by the deadline will be opened at the date, time, and location established in **Attachment B**.
- 5. Additional Information: Following receipt of the Proposals, JHI reserves the right to request additional information, and to conduct in-person or phone interviews with the Vendors reasonably susceptible of being awarded the Medical equipment. JHI will not share information gathered in such discussions with other competing Vendors.

## VII. EVALUATION CRITERIA

JHI shall review each proposal and verify the claims and credentials of each offeror. Selection will be made for each proposal on the basis of the criteria listed in Attachment D. Each criteria will be evaluated based upon the strengths and weaknesses of the submittal or subsequent information gained in the process.

Selection shall be made of the Vendor deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposals. Negotiations shall be conducted with the Vendors so selected.

After negotiations have been conducted with the selected Vendor, the agency shall select the Vendor(s) which has made the best proposal, and shall award the contract to that Vendor. JHI may cancel this Request for Proposals or reject proposals at any time prior to an award.

The successful Vendor will be expected to enter into a contract with JHI based upon their submittal, any additional negotiated terms, and best and final pricing. The successful Vendor shall execute and return the contract documents to JHI within ten (10) days of receipt.



**Attachment A**  
**Signature Sheet**  
(Submit with Proposal)

The undersigned Vendor acknowledges that I/we have received and thoroughly reviewed the Request for Proposal (RFP) dated July 3, 2019. Pursuant to notices given, the undersigned Vendor with complete understanding of the requirements and conditions, shall provide all labor, materials, and shall complete the Medical equipment fully in accordance with the requirements of the RFP. If the Vendor's proposal is accepted, the Vendor certifies that the proposed prices will remain in effect until November 1, 2019.

My signature also certifies that this firm has no business or personal relationships with any other companies or persons that could be considered as a conflict of interest or potential conflict of interest to Juniper Health Inc. and that there are no principals, officers, agents, employees, or representatives of this firm that have any business or personal relationships with any other companies or persons that could be considered as a conflict of interest or a potential conflict of interest to Juniper Health, Inc., pertaining to any and all work or services to be performed as a result of this request and any resulting contract with Juniper Health, Inc.

I hereby certify that I am authorized to sign as a Representative for the Vendor:

**Complete Legal Name of Vendor:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Federal ID No.:** \_\_\_\_\_ **Telephone No.** \_\_\_\_\_ **Fax No.** \_\_\_\_\_

**Name (type/print):** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

## Attachment B Schedule of Activities

Schedule of Activities	Activity Date and Time
<b>Issue the RFP</b>	<b>July 3, 2019, 5 PM EST</b>
<b>Cutoff Date for Vendor Questions</b>	<b>July 17, 2019, 5 PM EST</b>
<b>Distribution of Responses to Vendor Questions</b>	<b>July 19, 2019, 5 PM EST</b>
<b>Proposal Submission Deadline and Opening</b>	<b>July 24, 2019; noon; Juniper Health Administrative Offices 100 Main St. Beattyville, KY 41311</b>
<b>Recommendation by Medical Staff</b>	<b>July 26, 2019, 5 PM EST</b>
<b>Review and Recommendation by CEO, CMO, CFO</b>	<b>July 29, 2019, 5 PM EST</b>
<b>Recommendation to and Action by Juniper Health Board of Directors</b>	<b>July 30, 2019, 5 PM EST</b>
<b>Issue Notification of Intent to Enter into a Purchase Agreement Letter</b>	<b>July 31, 2019, 5 PM EST</b>
<b>Target Date for Delivery of Medical equipment</b>	<b>September 15, 2019, time to be coordinated</b>

## Attachment C Technical and Performance Specifications

General:	Quantity:
New equipment (manufactured 2018 or 2019)	
<b>Procedure table:</b>	<b>1</b>
18” minimum seat height	
650 lb. weight capacity	
Upholstery top	
<b>Procedure light:</b>	<b>1</b>
Single mount, 8’ ceiling	
<b>Adjustable-height exam table with scale:</b>	<b>2</b>
Integrated scale	
Upholstery top	
Patient support rails	
<b>Adjustable-height exam table</b>	<b>3</b>
Upholstery top	
Patient support rails	
<b>Fixed-height exam table</b>	<b>23</b>
Manual table	
Upholstery top	
<b>Infant scales:</b>	<b>15</b>
Digital reading	
Table top	
<b>Stools:</b>	<b>28</b>
Pneumatic seat height adjustment	
Backrest	
<b>Patient Side Chairs Standard-Width:</b>	<b>103</b>
Arms	
Leg design such that back of chair does not make contact with wall	
18” seat height	
400 lb. capacity	
<b>Patient Side Chairs Bariatric:</b>	<b>53</b>
Arms	
Leg design such that back of chair does not make contact with wall	
18” seat height	
650 lb. capacity	
<b>Lab draw chair</b>	<b>1</b>
Storage drawer not required	
<b>Digital ECG</b>	<b>1</b>
12-lead ECG	
<b>Procedure workstation</b>	<b>1</b>

Spirometer holster	
Adjustable height	
Wall-mounted diagnostic sets	28
Wall transformers	
Otoscope and Ophthalmoscope instruments	
Woodgrain instrument panel	
Tip dispenser	
Vital signs monitors	6
Mobile cart	
Provide automated blood pressure, pulse oximetry, pulse and temperature readings	
Integrate with EMR	
Dressing nooks	3
Woodgrain	

## Attachment D Evaluation Criteria

Criteria	Points Available
Vendor's experience and capabilities for providing similar products based on references and years working in this type of industry	10
Design and quality of the similar products offered, as well as the suitability of the Medical equipment for the intended purpose. Evaluation will be based on the specifications, drawings, quality of construction, etc. submitted by the Vendor in their proposal. Also included will be the ability of the Vendor to deliver the completed Medical equipment in a timely manner, as well as compliance with the specifications.	10
Price	10
Overall quality and completeness of proposal	5
<b>TOTAL</b>	<b>35</b>