



# LEXINGTON

## Bid 49-2024

### Waveband Communications, Inc

### Supplier Response

#### Event Information

Number: Bid 49-2024  
Title: Portable Radio Earpieces  
Type: Competitive Bid  
Issue Date: 3/25/2024  
Deadline: 4/8/2024 02:00 PM (ET)  
Notes: ONLY ONLINE BIDS WILL BE ACCEPTED FOR THIS SOLICITATION. PRICING SHOULD BE SUBMITTED ON THE LINE ITEMS TAB ONLY. PRICING WITHIN SUBMITTALS WILL NOT BE ACCEPTED AND MAY MAKE YOUR BID NON-RESPONSIVE. For questions regarding these specifications or the bidding process, please post to the published bid on IonWave – <https://lexingtonky.ionwave.net>. Phone calls or emails are not accepted. All mandatory forms must be filled out and posted in “Response Attachments” tab on IonWave or your bid will be considered non-responsive and not considered.

#### Contact Information

Contact: Conni Hayes  
Address: Central Purchasing  
Government Center Building  
200 East Main Street  
Lexington, KY 40507  
Phone: (859) 2583320  
Fax: (859) 2583322  
Email: [chayes@lexingtonky.gov](mailto:chayes@lexingtonky.gov)

## Waveband Communications, Inc Information

Address: 1912 Liberty Road Unit 14  
Eldersburg, MD 21784  
Phone: (800) 806-1076

ONLY ONLINE BIDS WILL BE ACCEPTED! By submitting your response, you certify that you are authorized to represent and bind your company and that you agree to all bid terms and conditions as stated in the attached bid/RFP/RFQ/Quote/Auction documents.

Nicholas Hohman  
*Signature*

nickhohman@wvbandcoms.com  
*Email*

Submitted at 4/8/2024 12:19:20 PM (ET)

## Response Attachments

### WV1-10432 RECEIVE ONLY EAR PIECE Final (1).pdf

Receive-only coiled acoustic tube with 2.5mm right angle plug. For use with the audio jack on speaker microphones. Lightweight earphone, rubber ear tip, radio connector, and clothing clip Listen only earphone kit Quick disconnect earphone adapter for easy replacement of any one component Low-profile, flexible, transparent acoustic tube Flexible, high-grade cable for demanding applications This receive-only earpiece is compatible with the following Harris Ma/COM Remote Speaker Microphone part numbers XPAE9N,MAEV-NAE6C,MC-023933-001 REV L,MC-011617-701, MAEV-NAE6A,XR-AE6A,MC-011617-701,MAEV-NAE6A,XR-AE6A,MC-011617-701. The earpiece is also compatible with The Otto 500, Revo NC2, Revo NC1, and Otto Storm.

### WV1-10282-L Specifications .pdf

Receive Only Earpiece with 3.5mm right-angle plug, high grade 30" coiled cord, low profile quick disconnect medical-grade translucent coiled acoustical tube, and two silicon earbuds. For use with earphone jacks on all shoulder/lapel mounted speaker microphones. Receive only earpieces allows speaker microphones receive audio to be heard privately in both low and high noise environments. Note: Our WV1-10282 earpiece provides law enforcement professionals with covert radio communications. Compatible with All major two-way radio models including but not limited to Motorola, Harris M/A-Com, Kenwood, ICOM Tait, and Hytera walkie-talkies. Recommended for: Police, Fire, Military, Security law enforcement professionals. Speaker Microphone not included. Equivalent to Motorola RLN4941A, Otto V1-10433 WaveBand Part#WV1-10282. Compatible Motorola Remote Speaker Microphones include but is not limited to: PMMN4059A, NNTN8236A, PMMN4099, NNTN8236, PMMN4062, PMMN4069, PMMN4061, PMMN4060,

### Lexington BID.pdf

BID DOCUMENTS

## Bid Lines

1	2.5mm right angle plug with 30" coil cord color black	
	Quantity: <u>1</u> UOM: <u>Each</u>	<b>No Bid</b>
<b>Alternate 1</b>		
2.5mm right angle plug with 30" coil cord color black		
	Quantity: <u>1</u> UOM: <u>Each</u> Unit Price: <input type="text" value="\$14.85"/>	Total: <input type="text" value="\$14.85"/>
	Manufacturer: <input type="text" value="Waveband Communications, INC"/>	
	Manufacturer #: <input type="text" value="WV1-10432"/>	

2	3.5mm right angle plug with 30" coil cord color black			<b>No Bid</b>
	Quantity: <u>  1  </u> UOM: <u>Each</u>			
	<b>Alternate 1</b>			
	3.5mm right angle plug with 30" coil cord color black			
	Quantity: <u>  1  </u> UOM: <u>Each</u> Unit Price: <div>\$14.85</div> Total: <div>\$14.85</div>			
Manufacturer:		<div>Waveband Communications, INC</div>		
Manufacturer #:		<div>WV1-10282-L</div>		

Response Total: 0



# LEXINGTON

## MWDBE QUOTE SUMMARY FORM

Bid/RFP/Quote Reference # \_\_\_\_\_

The undersigned acknowledges that the minority and/or veteran subcontractors listed on this form did submit a quote to participate on this project. Failure to submit this form may cause rejection of the bid.

<b>Company Name</b> Waveband communications	<b>Contact Person</b> Nick Hohman
<b>Address/Phone/Email</b> 1912 Liberty rd unit 14 Elkridge, MD 21784 800-806-1076 / nickhohman@waveband.com	<b>Bid Package / Bid Date</b>

MWDBE Company Address	Contact Person	Contact Information (work phone, Email, cell)	Date Contacted	Services to be performed	Method of Communication (email, phone meeting, ad, event etc)	Total dollars \$\$ Do Not Leave Blank (Attach Documentation)	MBE * AA HA AS NA Female	Veteran
Z connect inc.	Nick Zamora	216-926-5180	7/8/24		email			
Warren technologies	J. Warren	502-322-1081	7/8/24		email			
1021 Specialist		502-299-7796	7/8/24		email			

(MBE designation / AA=African American / HA= Hispanic American/AS = Asian American/Pacific Islander/ NA= Native American)

The undersigned acknowledges that all information is accurate. Any misrepresentation may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and claims.

WAVEBAND COMMUNICATIONS INC      Nick Hohman  
 Company      Company Representative  
7/8/2024      OWNER  
 Date      Title



LEXINGTON

## Lexington-Fayette Urban County Government

Lexington, Kentucky  
Horse Capital of the World

Division of Procurement

Date of Issue: March 25, 2024

### INVITATION TO BID #49-2024 Portable Radio Earpieces

**Bid Opening Date:** April 8, 2024

**Bid Opening Time:** 2:00 PM

**Address:** All bids must be submitted on line at <https://lexingtonky.ionwave.net/>

**Type of Bid:** Price Contract

**Pre Bid Meeting:** N/A

**Pre Bid Time:** N/A

**Address:** N/A

Sealed bids will ONLY be received online at <https://lexingtonky.ionwave.net/> until **2:00 PM**, prevailing local time on 04/08/2024. Bids must be submitted/uploaded by the above-mentioned date and time.

Bids are to include all shipping, handling and associated fees to the point of delivery (unless otherwise specified in the bid documents below) located at: Lexington, KY

**Check One:**

☐ Bid Specifications Met ☐ Exceptions to Bid Specifications. *Exceptions shall be itemized and attached to bid proposal submitted.*

**Proposed Delivery:**

☐ days after acceptance of bid.

**Procurement Card Usage**—The Lexington-Fayette Urban County Government may be using Procurement Cards to purchase goods and services and also to make payments. Will you accept Procurement Cards? ☐ Yes ☐ No

**To expedite award, the forms in this document should be completed and uploaded with your bid.**

Submitted by:

WAVEBAND COMMUNICATIONS, INC

Firm Name

1912 LIBERTY ROAD UNIT 14

Address

ELIZABURG, MD 21784

City, State & Zip

**Bid must be signed:**

Nick Hohman OWNER

Signature of Authorized Company Representative – Title

Nick Hohman

Representative's Name (Typed or printed)

800-806-1076 EXT 101

Area Code - Phone - Extension

Fax #

Nick.Hohman@WVband.com

E-Mail Address

*The Affidavit in this bid must be completed before your firm can be considered for award of this contract.*

**AFFIDAVIT**

Comes the Affiant, Nicholas J. Hohman and after being first duly sworn under penalty of perjury as follows:

1. His/her name is Nicholas J. Hohman and he/she is the individual submitting the bid or is the authorized representative of WAVEBAND COMMUNICATIONS, INC. the entity submitting the bid (hereinafter referred to as "Bidder")
2. Bidder will pay all taxes and fees, which are owed to the Lexington-Fayette Urban County Government at the time the bid is submitted, prior to award of the contract and will maintain a "current" status in regard to those taxes and fees during the life of the contract.
3. Bidder will obtain a Lexington-Fayette Urban County Government business license, if applicable, prior to award of the contract.
4. Bidder has authorized the Division of Procurement to verify the above-mentioned information with the Division of Revenue and to disclose to the Urban County Council that taxes and/or fees are delinquent or that a business license has not been obtained.
5. Bidder has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky within the past five (5) years and the award of a contract to the Bidder will not violate any provision of the campaign finance laws of the Commonwealth.
6. Bidder has not knowingly violated any provision of Chapter 25 of the Lexington-Fayette Urban County Government Code of Ordinances, known as "Ethics Act."
7. Bidder acknowledges that "knowingly" for purposes of this Affidavit means, with respect to conduct or to circumstances described by a statute or ordinance defining an offense, that a person is aware or should have been aware that his conduct is of that nature or that the circumstance exists.

Further, Affiant sayeth naught.

**STATE OF**

Maryland

**COUNTY OF**

Carroll

The foregoing instrument was subscribed, sworn to and acknowledged before me  
by Nicholas J. Hohman on this the 8<sup>th</sup> day  
of April, 2024.

My Commission expires: Nov. 26<sup>th</sup>, 2027

ASHLYN REINIG  
NOTARY PUBLIC  
CARROLL COUNTY  
MARYLAND  
My Commission Expires Nov. 26, 2027

Ashlyn Reinig  
NOTARY PUBLIC, STATE AT LARGE

*Please refer to Section II. Bid Conditions, Item "U" prior to completing this form.*



period is negotiated prior to contract approval. Payment for services or goods received prior to termination shall be made by the LFUCG provided these goods or services were provided in a manner acceptable to the LFUCG. Payment for those goods and services shall not be unreasonably withheld.

13. **Assignment of Contract:** The selected bidder(s) shall not assign or subcontract any portion of the bid contract with LFUCG without the express written consent of LFUCG. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that LFUCG shall never be required or obligated to consent to any request for assignment or subcontract; and further that such refusal to consent can be for any or no reason, fully within the sole discretion of LFUCG.
14. **No Waiver:** No failure or delay by LFUCG in exercising any right, remedy, power or privilege hereunder, nor any single or partial exercise thereof, nor the exercise of any other right, remedy, power or privilege shall operate as a waiver hereof or thereof. No failure or delay by LFUCG in exercising any right, remedy, power or privilege under or in respect of this bid proposal or bid contract shall affect the rights, remedies, powers or privileges of LFUCG hereunder or shall operate as a waiver thereof.
15. **Authority to do Business:** Each bidder must be authorized to do business under the laws of the Commonwealth of Kentucky and must be in good standing and have full legal capacity to provide the goods or services specified in the bid proposal. Each bidder must have all necessary right and lawful authority to submit the bid response and enter into the bid contract for the full term hereof including any necessary corporate or other action authorizing the bidder to submit the bid response and enter into this bid contract. If requested, the bidder will provide LFUCG with a copy of a corporate resolution authorizing this action and/or a letter from an attorney confirming that the proposer is authorized to do business in the Commonwealth of Kentucky. All bid responses must be signed by a duly authorized officer, agent or employee of the bidder.
16. **Governing Law:** This bid request and bid contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. In the event of any proceedings regarding this matter, the bidder agrees that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern District of Kentucky, Lexington Division and that the bidder expressly consents to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to these matters or any rights or obligations arising thereunder.
17. **Ability to Meet Obligations:** Bidder affirmatively states that there are no actions, suits or proceedings of any kind pending against bidder or, to the knowledge of the bidder, threatened against the bidder before or by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of bidder to perform its obligations under this bid response or bid contract, or which question the legality, validity or enforceability hereof or thereof.
18. **Price Discrepancy:** When applicable, in case of price discrepancy, unit bid price written in words will prevail followed by unit price written in numbers then total amount bid per line item.
19. Bidder understands and agrees that its employees, agents, or subcontractors are not employees of LFUCG for any purpose whatsoever. Bidder is an independent contractor at all times related to the bid response or bid contract.
20. Contractor [or Vendor or Vendor's Employees] will not appropriate or make use of the Lexington-Fayette Urban County Government (LFUCG) name or any of its trade or service marks or property (including but not limited to any logo or seal), in any promotion, endorsement, advertisement, testimonial or similar use without the prior written consent of the government. If such consent is granted LFUCG reserves the unilateral right, in its sole discretion, to immediately terminate and revoke such use for any reason whatsoever. Contractor agrees that it shall cease and desist from any unauthorized use immediately upon being notified by LFUCG.
21. If any term or provision of this bid contract shall be found to be illegal or unenforceable, the remainder of the contract shall remain in full force and such term or provision shall be deemed stricken.

Signature

Date

## EQUAL OPPORTUNITY AGREEMENT

### Standard Title VI Assurance

The Lexington Fayette-Urban County Government, (hereinafter referred to as the "Recipient") hereby agrees that as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation, it will comply with Title VI of the Civil Rights Act of 1964, 78Stat.252, 42 U.S.C. 2000d-4 (hereinafter referred to as the "Act"), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, (49 CFR, Part 21) Nondiscrimination in Federally Assisted Program of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the "Regulations") and other pertinent directives, no person in the United States shall, on the grounds of race, color, national origin, sex, age (over 40), religion, sexual orientation, gender identity, veteran status, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient receives Federal financial assistance from the U.S. Department of Transportation, including the Federal Highway Administration, and hereby gives assurance that will promptly take any necessary measures to effectuate this agreement. This assurance is required by subsection 21.7(a) (1) of the Regulations.

### The Law

- Title VII of the Civil Rights Act of 1964 (amended 1972) states that it is unlawful for an employer to discriminate in employment because of race, color, religion, sex, age (40-70 years) or national origin.
- Executive Order No. 11246 on Nondiscrimination under Federal contract prohibits employment discrimination by contractor and sub-contractor doing business with the Federal Government or recipients of Federal funds. This order was later amended by Executive Order No. 11375 to prohibit discrimination on the basis of sex.
- Section 503 of the Rehabilitation Act of 1973 states: *The Contractor will not discriminate against any employee or applicant for employment because of physical or mental disability.*
- Section 2012 of the Vietnam Era Veterans Readjustment Act of 1973 requires Affirmative Action on behalf of disabled veterans and veterans of the Vietnam Era by contractors having Federal contracts.
- Section 206(A) of Executive Order 12086, Consolidation of Contract Compliance Functions for Equal Employment Opportunity, states: *The Secretary of Labor may investigate the employment practices of any Government contractor or sub-contractor to determine whether or not the contractual provisions specified in Section 202 of this order have been violated.*

The Lexington-Fayette Urban County Government practices Equal Opportunity in recruiting, hiring and promoting. It is the Government's intent to affirmatively provide employment opportunities for those individuals who have previously not been allowed to enter into the mainstream of society. Because of its importance to the local Government, this policy carries the full endorsement of the Mayor, Commissioners, Directors and all supervisory personnel. In following this commitment to Equal Employment Opportunity and because the Government is the benefactor of the Federal funds, it is both against the Urban County Government policy and illegal for the Government to let contracts to companies which knowingly or unknowingly practice discrimination in their employment practices. Violation of the above mentioned ordinances may cause a contract to be canceled and the contractors may be declared ineligible for future consideration.

Please sign this statement in the appropriate space acknowledging that you have read and understand the provisions contained herein. Return this document as part of your application packet.

### Bidders

*I/We agree to comply with the Civil Rights Laws listed above that govern employment rights of minorities, women, veteran status, disability and age.*

Signature

Name of Business



## LFUCG STATEMENT OF GOOD FAITH EFFORTS

Bid/RFP/Quote # \_\_\_\_\_

By the signature below of an authorized company representative, we certify that we have utilized the following Good Faith Efforts to obtain the maximum participation by MWDBE and Veteran-Owned business enterprises on the project and can supply the appropriate documentation.

\_\_\_\_\_ Advertised opportunities to participate in the contract in at least two (2) publications of general circulation media; trade and professional association publications; small and minority business or trade publications; and publications or trades targeting minority, women and disadvantaged businesses not less than fifteen (15) days prior to the deadline for submission of bids to allow MWDBE firms and Veteran-Owned businesses to participate.

\_\_\_\_\_ Included documentation of advertising in the above publications with the bidders good faith efforts package

\_\_\_\_\_ Attended LFUCG Procurement Economic Inclusion Outreach event

\_\_\_\_\_ Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs and/or Veteran-Owned Businesses of subcontracting opportunities

\_\_\_\_\_ Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms and Veteran-Owned businesses

\_\_\_\_\_ Requested a list of MWDBE and/or Veteran subcontractors or suppliers from LFUCG and showed evidence of contacting the companies on the list(s).

\_\_\_\_\_ Contacted organizations that work with MWDBE companies for assistance in finding certified MWDBE firms and Veteran-Owned businesses to work on this project. Those contacted and their responses should be a part of the bidder's good faith efforts documentation.

\_\_\_\_\_ Sent written notices, by certified mail, email or facsimile, to qualified, certified MWDBEs soliciting their participation in the contract not less than seven (7) days prior to the deadline for submission of bids to allow them to participate effectively.

\_\_\_\_\_ Followed up initial solicitations by contacting MWDBEs and Veteran-Owned businesses to determine their level of interest.

\_\_\_\_\_ Provided the interested MWDBE firm and/or Veteran-Owned business with adequate and timely information about the plans, specifications, and requirements of the contract.

\_\_\_\_\_ Selected portions of the work to be performed by MWDBE firms and/or Veteran-Owned businesses in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MWDBE and Veteran participation, even when the prime contractor may otherwise perform these work items with its own workforce

\_\_\_\_\_ Negotiated in good faith with interested MWDBE firms and Veteran-Owned businesses not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an agreement could not be reached.

\_\_\_\_\_ Included documentation of quotations received from interested MWDBE firms and Veteran-Owned businesses which were not used due to uncompetitive pricing or were rejected as unacceptable and/or copies of responses from firms indicating that they would not be submitting a bid.

\_\_\_\_\_ Bidder has to submit sound reasons why the quotations were considered unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered a sound reason for rejecting a MWDBE and/or Veteran-Owned business's quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE and Veteran goals.

\_\_\_\_\_ Made an effort to offer assistance to or refer interested MWDBE firms and Veteran-Owned businesses to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal

\_\_\_\_\_ Made efforts to expand the search for MWBE firms and Veteran-Owned businesses beyond the usual geographic boundaries.

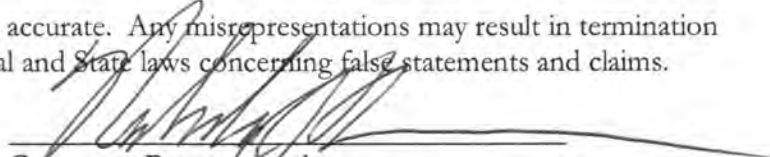
\_\_\_\_\_ Other--any other evidence that the bidder submits which may show that the bidder has made reasonable good faith efforts to include MWDBE and Veteran participation.

**NOTE: Failure to submit any of the documentation requested in this section may be cause for rejection of bid. Bidders may include any other documentation deemed relevant to this requirement which is subject to approval by the MBE Liaison. Documentation of Good Faith Efforts must be submitted with the Bid, if the participation Goal is not met.**

The undersigned acknowledges that all information is accurate. Any misrepresentations may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and claims.

WAVT Band Communications, Inc.  
Company

4/8/2024  
Date

  
Company Representative

Owner  
Title



**Toll Free 1-800-806-1076**

**[www.wvbandcoms.com](http://www.wvbandcoms.com) | [sales@wvbandcoms.com](mailto:sales@wvbandcoms.com)**



**Speaker:**

Impedence: 270 Ohms  $\pm$  30% @ 1Khz

Frequency range: 300-3000Hz

Average SPL: 95 db Minimum

**Mechanical:**

axial Cable Pull: at transducer is 10lbs

**Environmental:**

Operating Temperature: -30 to +75 Celsius

Storage Temperature: -40 to +85 Celsius

Rohs Complaint

**Dimensions:**

Length: 30 inches

extended

Weight: 0:15 lbs

**Jac size:**

3.5MM right

angle Plug

12-MONTH WARRANTY AGAINST **MANUFACTURER'S**  
DEFECT & WORKMANSHIP



**Toll Free 1-800-806-1076**

**[www.wvbandcoms.com](http://www.wvbandcoms.com) | [sales@wvbandcoms.com](mailto:sales@wvbandcoms.com)**



**Speaker:**

Impedence: 270 Ohms  $\pm$  30% @ 1Khz

Frequency range: 300-3000Hz

Average SPL: 95 db Minimum

**Mechanical:**

axial Cable Pull: at transducer is 10lbs

**Environmental:**

Operating Temperature: -30 to +75 Celsius

Storage Temperature: -40 to +85 Celsius

Rohs Complaint

**Dimensions:**

Length: 30 inches

extended

Weight: 0:15 lbs

**12-MONTH WARRANTY AGAINST MANUFACTURER'S  
DEFECT & WORKMANSHIP**