



**HENDERSON<sup>®</sup>**  
S T A T E U N I V E R S I T Y

REQUEST FOR PROPOSAL  
#17-22

FOR

Campus Television Services

AT

HENDERSON STATE UNIVERSITY  
Arkadelphia, Arkansas

DUE: NO LATER THAN  
4:00 P.M.  
April 26, 2017

MAIL OR DELIVER PROPOSALS TO:

HENDERSON STATE UNIVERSITY  
1100 Henderson Street  
Womack Hall Room 208  
Arkadelphia, AR 71999-0001

Attention: Tim Jones

# TABLE OF CONTENTS

SUMMARY INFORMATION FORM .....	1
OVERVIEW .....	2
SPECIFICATIONS .....	2
BIDDER QUALIFICATIONS .....	8
BID SUBMISSION REQUIREMENTS .....	9
GENERAL INFORMATION .....	11
GENERAL TERMS AND CONDITIONS .....	13
MISCELLANEOUS .....	21
PERFORMANCE STANDARDS .....	22
OFFICIAL PRICE SHEET .....	23
CHANNEL LINE UP .....	24

## SUMMARY INFORMATION FORM

RFP #: 17-22

RFP Title: Television Services

RFP Release Date:

Electronic copies of this RFP are available at:  
[www.hsu.edu/purchasing](http://www.hsu.edu/purchasing) under  
"Current Bid Opportunity":

### Key Events

Questions/Requests for clarification due  
Response to questions/requests for clarifications issued  
Optional Site Visit may be requested and scheduled no later than  
Proposal Due Date and Time  
Anticipated Notification of Award  
Anticipated Contract Start Date  
Anticipated Term Length of Contract  
*HSU reserves the right, in its sole discretion, to modify the above schedule. Bidders will be notified via email of any changes in a timely manner.*

Monday, April 17, 2017 by 2:00pm CST  
Wednesday, April 19, 2017  
Monday April 24, 2017  
Wednesday, April 26, 2017 @ 4 p.m  
On or before Friday, May 26, 2017  
July 1, 2017  
Maximum of seven (7) years (see terms)

### Contact Information

#### Primary Contact:

Tim Jones  
Phone: 870.230.5117  
Email: [jonest@hsu.edu](mailto:jonest@hsu.edu)

The envelope must be delivered to:  
Henderson State University

Purchasing Department  
1100 Henderson Street, HSU Box 7894  
Womack Hall, Room 208  
Arkadelphia, Arkansas 71999-0001

---

**Note: It is your responsibility to ensure that your bid is received in the Procurement Department by the date/time of the bid opening. Therefore, if using postal services for delivery it is advisable not to rely on overnight deliver.**

### Restricted Period

During the RFP process, all communications regarding this procurement must be handled through Henderson State University Purchasing Department's designated contact only; Tim Jones.

### Bidder Information

Legal Business Name of Company Bidding:

Bidder's Federal Tax Identification Number:

D/B/A – Doing Business As (if applicable):

Name of the Legal Officer of the Company:

Street Address:

City/State: Zip Code:

If applicable, place an "x" in the appropriate box: *(check all that apply)*

☐ Disabled Veteran Owned Business

☐ Minority Owned Business, as recognized by the State of Arkansas.

If you are not bidding, place an "x" in the box and return this page only. ☐ We are unable to bid at this time because:

Bidders Signature:

Title:

Printed Name:

Date:

**THIS PAGE MUST BE SIGNED AND RETURNED WITH BIDDER'S RESPONSE**

## OVERVIEW

Henderson State University (HSU) is a public four year institution, serving the southwest region of Arkansas. The current student enrollment is approximately, 3,500 student. HSU is committed to reduce administrative costs, maximize efficiencies and move resources toward academics and student services. Henderson State University is soliciting proposals for Television Services for the campus located in Arkadelphia, Arkansas. HSU reserves the right to add the Hot Springs campus anytime during this contract. The intent is to award a contract for Television services including, but not limited to a 24/7 Call Center, system maintenance, an EAS Interface, and inserts for local on campus channels. We are looking for a bulk TV vendor to provide us with traditional programming suite which includes a turnkey Internet Protocol Television Solution.

Television and IPTV services are to be provided year round with decreased usage during summer months, Christmas/New Year Break and Spring Break.

## SPECIFICATIONS

### Technical Specifications

- ☐ Campus Life channels for University content
  - ☐ Provision of TV Channel Guide
  - ☐ IPTV Solution with Single Sign-On – SAML 2.0 Authentication / Whitelist
  - ☐ Separate SSO integration using CAS or Shibboleth
  - ☐ 24/7 Call Center
  - ☐ EAS Interface
  - ☐ HD broadcast over traditional coax network without Set top Box (ClearQAM encoding)
  - ☐ Solution must already exist at other Universities of comparable size
- Desirable (or Optional) Technical Specifications
- ☐ HBO GO / MAX GO implementation
  - ☐ Interface or Dashboard for us to monitor the system uptime and performance
  - ☐ Detailed reports on student utilization of the service provided including most watched channels and least watched channels.

### Channel Lineups

See the attached current base channel lineups. Base channels are the channels that the University wishes to provide as a minimum. Premium or Optional indicates channels that the campus would like to offer the students, at their expense. Bidder's responses should include the Bidder's ability to provide these lineups and equivalent alternatives for any channels they cannot. All channels should be HD.

The Programming and initial channel offerings must include those shown on the attached list. Bidder may offer additional channels, but our initial evaluation will be based upon those listed, additional channels will be considered as priced, if charged. Service Provider must provide students or residents with the option to sign-up for additional premium channels or digital services ("Premium Services"), but will not include the charges for any Premium Services in the

monthly invoice to HSU. Any Premium/Optional Services must be billed directly to the student or resident, separate from the Contract with HSU.

### **Cost Proposal**

Costs are inclusive of Channel Lineups; Customer Support / Service / Repairs; and Equipment / Installation / Upgrades. Bidders are to provide monthly unit price and annual prices. There will be no escalation allowable under the contract.

### **Definition of Residency Terms (Billing Units):**

☐ Living Unit – Physical space that contains either a dormitory room or a suite of dormitory rooms that is entered into by way of a single door from a common hallway of a University residence hall.

☐ Common Area Unit – Common area located in residence facilities that are designed for television viewing, and specific offices/departments such as School of Business, Athletics, and Bookstore (others).

☐ Service cost is to be calculated by billing unit.

☐ The number of billing units for the University is listed in the Cost Proposal Worksheet - "Billing Units".

☐ The Campus shall pay based on the number of Active Living and Common Area units. A Unit is considered "Active" when it is occupied or in use. The number of "active" units shall be revised monthly to reflect changes in the number of Units.

☐ Service Provider shall bill HSU on a monthly bases for the Services, based upon the number of occupied billing units that received services. The billing amount is the number of occupied billing units times the monthly rate per unit. HSU shall pay all undisputed amounts within thirty (30) days after the end of the month for which payment is due. Occupied units are computed by taking a snapshot of occupants on the fifth (5) day of each month. This date is subject to change based upon the academic calendar.

### Resident Halls/Number of Billing Units: (includes common areas)

Smith Hall- 212	Newberry Hall- 212	Sturgis Hall- 23
East Hall- 50	West Hall- 50	International House- 11
University Place- 138	Reddie Villa- 61	Ridge Pointe- 121

### Offices/ Departments/Bed and Breakfast:

Captain Charles Henderson House- 10	*School of Business- 1	Education Center- 1
Womack Hall- 2	Physical Plant- 1	*HSU Bookstore- 1
Garrison Center- 7	*Wells HPER- 1	Huie Library- 1
HSU Police- 1		

\*Currently using satellite dish

### **Campus Building Changes**

Over the period of the contract, the HSU campus could experience rehabilitation in the residence facilities, which will require the campus to take various facilities off line for an extended period of time in order to effect the renovations. The appropriate credit will need to be

made to these billing cycles. Any additional facilities created during the period of this contract will be included as additional Billing Units. The appropriate debit will be made to that billing cycle and addendum added to the contract.

### **Channel Lineups**

Requested Channel Lineups are attached. Bidders are to provide a proposal that meets these requirements. The bidder should provide alternative selections if the bidder is unable to provide the requested channels. Additionally, bidder should include a listing of alternative channels that may be substituted, at the college's request, for any proposed programming. Pricing shall be included for alternative channels.

### **HD Digital Content**

Vendor's response should describe their current ability to transmit HD digital content for the campus channel lineup. This includes HD content that will broadcast over the traditional coax network as well as in the IPTV solution. In the absence of the bidders notification that it cannot provide a certain channel or channels in HD in Appendix 1 Channel Lineup, the Campuses will assume the channel pricing provided is for HD.

### **Channel Lineup Changes**

Bidder's response should describe procedure for adding to or changing channel lineups to include method of calculating price changes as well as eta for change request to be completed. In the event that channels are no longer available by the provider, alternate channels of similar pricing tier must be substituted.

### **Channel Guide**

Vendor will provide a customized TV Guide channel. The TV Guide will include Campus programming schedules. The Vendor will develop channel listing based on Campus requirements. The users must be able to view programming information for a particular time and channel by visiting the customized channel guide channel for traditional TV viewers or in the IPTV interface for modern day viewers.

### **Delivery of Programming and Distribution System**

The selected vendor will provide customized video programming specified in this RFP may include channels for HSU campus video programs. The vendor will provide uninterrupted programming per the agreed upon channel lineups for the duration of the contract. All equipment necessary for delivery of video services will be provided, operated, and maintained by the vendor. The distribution system is owned and will continue to be owned by HSU as well as any future additions and upgrades installed over the life of the contract by the vendor. Use of existing infrastructure: The selected vendor will be responsible for troubleshooting, testing, and repairing any existing infrastructure they will utilize.

**Emergency Alert System (EAS) Broadcasts**

The proposed system will interface with the Campus' EAS. The bidder's response should discuss the ability of the proposed system to meet EAS requirements. The response should also define how the messages are displayed and whether or not the alert interrupts programming on all channels simultaneously.

**Head End Equipment**

Describe equipment/system to be used to receive and transmit media. Include detailed information including make and model numbers for all equipment provided. Also include space, power, and HVAC requirements. The head end system will adhere to FCC performance standards including broadband signal level, CNR, CTB, incidental modulation, frequency response, etc.

**Customer Service – Help Desk Services**

Bidder must have a system for receiving and responding to service calls. Call Centers must be operational on a 24-7 basis for the campus to place service calls. Bidder should provide a detailed description of their customer service operations including locations of technical service centers to include scheduled times of operation. Bidder must indicate whether or not they will provide a dedicated call center for HSU. Bidder's response should describe the vendor's ability to provide remote monitoring.

**Response Times:**

Four (4) hour response time regardless of time of day or day of week reported, including legal holidays, and remote diagnostics must be initiated in less than one (1) hour after reporting a problem.

**Pricing and Cost Proposal**

Cost proposals will be provided as the monthly cost per Billing Unit. The cost per billing unit will provide a basis for determining contract price increases and decreases as a result of construction/renovation projects that result in an increase or decrease number of billing units that may occur over the contract term. Content / channel lineup pricing will be by channel. Pricing shall be inclusive of any Customer Support/Service/ Repairs and any System Equipment Costs/Installation Costs and Upgrades.

**Prices submitted are to be firm and inclusive of all costs – additional fees, taxes, or charges will not be allowed. The vendor is responsible for estimating all costs that will occur in the performance of the contract and to include such costs when calculating cost proposals.**

**No Contract Cost Escalation**

These prices are to be firm over the life of the contract.

**Invoicing and Payment**

The Contractor agrees to submit an individual monthly invoice. Service Provider shall bill HSU on a monthly bases for the Services, based upon the number of occupied billing units that received services. The billing amount is the number of occupied billing units times the monthly rate per unit. HSU shall pay all undisputed amounts within thirty (30) days after the end of the month for which payment is due. Occupied units are computed by taking a snapshot of occupants on the fifth (5) day of each month. This date is subject to change based upon the academic calendar.

**Subcontractors, if applicable:**

The successful vendor must include in its proposal response a statement giving the name and address of all proposed subcontractors. Said statement must contain a description of the portion of work which the proposed subcontractors are to perform/provide, and information to show that the proposed subcontractors have the necessary skill, integrity, experience, and financial resources to provide the services in accordance with this RFP. The Campus' approval of subcontractors shall not relieve the Vendor of any of its responsibilities, duties and liabilities hereunder. The Vendor shall be solely responsible to HSU for the acts or defaults of such subcontractors and of such subcontractor's officers, agents and employees. The vendor shall execute with each of its subcontractors and shall require all subcontractors to execute a written agreement which shall bind the latter to the terms and provisions of this RFP insofar as such terms and provisions are applicable to the work to be performed by such subcontractors.

**Experience and references:**

The bidder should be companies qualified to provide multi-channel television services. Bidders are to include in their response their qualifications to meet RFP specifications in terms of past and current experience. Focus on experiences in providing the requested services to the college/university market. State the length of time your firm has been providing services. Bidder is to provide a minimum of three (3) references. References are to be from customers with a similar environment. The name and address of the organization, the name(s), titles and telephone numbers of the person(s) to be contacted and a general scope of services provided are to be stated in the proposal. The references must be relevant to services performed in the last 36 months.

**Corporate Viability**

Bidder will supply an annual reports and/or financial statements attesting to the fiscal viability of the company. Further documentation attesting to corporate growth, market share, reputation, experience, quality of service, quality of support personnel, etc. should be supplied. Reports should be for three most recent years available.

**Optional Services**

The bidder should include optional services that they are able to offer the individual area, and to students. Please include a complete description of optional services and pricing. For the



purposes of this RFP, any optional services and the pricing for said optional services will be noted and considered in the decision making process, but will not be rated.

### **Optional Questions**

The bidder is asked to provide a response to each of the following questions. The answers to these questions will be considered into the decision making process but will not be rated.

1. How much bandwidth is utilized on average for your full 1080p HD stream?
2. Once HDR content is available by providers, will you make that content available for our users?
3. Once 4K content is available by providers, will you make that content available to our users?

### **Project Plan**

Bidder will supply a project plan to demonstrate their understanding of the scope of the project. The plan should identify the administrative and supervisory personnel associated with this project, their roles, and their qualifications. The plan should identify the labor resources that will be used for any installation, testing, and programming. An estimated project timeline should be included. The bidder may include other relevant information. Timeliness is vital in the performance of the resulting contract. The successful bidder shall make every effort, barring events over which the Vendor has no control, to keep to the schedule.

### **B. Method of Award**

This RFP is part of a competitive procurement process designed to serve the best interests of Henderson State University. It is also designed to provide all bidders with a fair and even opportunity to have their services considered. HSU will conduct a comprehensive review of each responsive bid submitted in accordance with the terms of this RFP. Proposals will be evaluated on the basis of "best value" by an evaluation committee comprised of HSU representatives, and shall be conducted in the following steps:

#### **1. Administrative Review**

Each bid received by the due date and time will be screened for completeness of submission in accordance with Bid Submission Requirements.

#### **2. Review of Bidder Qualifications**

Each bid remaining after the Administrative Review will be advanced to the evaluation committee for determination of whether Bidder has met the requirements of Bidder Qualifications.

#### **3. Technical Evaluation**

Each bid remaining after review of Bidder Qualifications will advance for review and independent evaluation and scoring by the technical review evaluation committee.

#### **4. Financial Evaluation**

The Financial Proposals of each bid remaining after the Technical Evaluation will be independently evaluated and scored by the designated officer.

#### **5. Presentation, Demonstration, Interview**

Presentations, Demonstrations, or Interviews, if determined to be necessary, will be held for all Finalists in person at Henderson State University at Arkadelphia, Arkansas or, at the discretion

of the Evaluation Committee, by telephone or videoconference. Finalists who cannot be contacted via telephone to arrange the interview after three attempts by the University may be disqualified. The purpose of the interview is to allow the evaluators to validate the Proposer's experience and qualifications. No new material will be permitted to be introduced during the interview.

## **6. Selection**

Proposals will be evaluated on the basis of "best value" by an evaluation committee comprised of HSU representatives, utilizing an evaluation methodology that considers the following factors:

### **Proposal Points**

**Total Technical Proposal 60**

**Financial Proposal 40**

**Total 100**

### **Evaluation Criteria:**

**The following criteria will be included:**

**Cost**

**Vendor Qualifications**

**Channel Lineups**

**Flexible IPTV Solution**

**Help desk process**

**System maintenance proposal**

**Project Plan**

**Infrastructure by the Campus to accommodate Proposed Technical Solution**

**RFP response – conformance with RFP requirements**

**Additional Services – Cabling and system upgrades.**

The Bidder earning the highest final composite score (technical + financial) will be selected to contract with HSU and will be notified by HSU. Tentative award of the contract shall consist of written notice of the contract award by HSU to the successful bidder, who shall thereupon be obligated to execute a formal contract.

## **BIDDER QUALIFICATIONS**

### **Minimum Bidder Qualifications**

Bidder must be able to provide programming over traditional coax and IPTV.

Bidder must be authorized to provide all major Cable TV programming packages.

### **Bidder References**

Provide a minimum of three (3) references from other universities, colleges or similar-sized organizations. The references should demonstrate the bidder's ability with projects similar in scope, size and nature of this RFP. Provide a list of accounts where a contract was terminated by the customer within the past 5 years. Each bidder must provide a narrative addressing its ability

and experience in the business of providing Cable Television Services. Include information pertaining to ability and experience in the business of IPTV. Bidder must document its ability to service a contract with a volume similar to the scope of this RFP, by submitting financial statements and documenting past sales history. HSU reserves the right to reject any bidder who does not demonstrate financial stability sufficient for the scope of this RFP.

## **BID SUBMISSION**

### **Bid Submission Requirements**

1. A Bidder's proposal shall address the Bidder's ability and methodology for providing HSU with the requested services. To be deemed "responsive" to this RFP, a Bidder must meet all requirements and qualifications and its written proposal must address all points and questions appearing in this RFP. In the event a Bidder's proposal is determined by HSU to be "non-responsive," HSU is required by its contracting procedures to disqualify the proposal. A disqualified proposal will not be further evaluated or considered for contract award. To facilitate HSU's review of proposals, Bidders must address all points and questions that appear in this RFP, and should do so in the order that they appear. Responses should be labeled to correspond to the numbers/letters of the sections and subsections of this RFP.
2. Prepare a clearly readable proposal that includes: (a) a cover letter indicating that the RFP instructions are understood, and (b) all required information.
3. Bidders must submit all information requested by the University in written form. Proposals must be complete, accurate, and in the form requested. Omissions, inaccuracies or misstatements will be sufficient cause for the rejection of a proposal.
4. Indicate any deviations from the technical specifications and if necessary, attach separate documents and/or explanation.
5. Proposals must be submitted in sealed packages clearly labeled on the exterior with the RFP number and title. Proposals not labeled as instructed risk being opened prior to the bid opening date, which may result in the proposal being rejected. All bids and accompanying documentation shall become the property of HSU and shall not be returned.
6. No telephone, facsimile, emailed or otherwise electronically submitted proposals will be accepted.
7. The proposal must be fully and properly executed by an authorized person, and the authorized person's signature must be notarized. By signing, you certify (i) your express authority to sign on behalf of yourself, your company, or other entity; (ii) your full knowledge and acceptance of this RFP, and (iii) that all information provided is complete, true and accurate. By signing you further affirm that you understand and agree to comply with the procedures on permissible contacts relating to this procurement.
8. Submit seven (7) hard copies of your proposal to the address provided below. One original (marked "original") and six (6) printed copies of their bid response and two (2) USB Flash Drives containing all bid response documents of the proposal.  
(NOTE: actual RFP response must be in Microsoft Word format.)

Proposals must be received in the office identified below by the due date and time provided on the Summary Information Form on Page 1 of this RFP. Bidders mailing their proposals must

allow sufficient time to ensure receipt by the due date and time. Bidders are cautioned that even when using a trackable mailing/courier/messenger service, proposals must be received by the due date and time. Remember, you are sending to rural Arkansas.

9. Address for submission of proposal:

A. If using U.S. postal service (USPS) or FEDEX to deliver a bid, the envelope must be delivered to:

*Henderson State University  
Purchasing Department,  
1100 Henderson Street, HSU Box 7894  
Arkadelphia, AR 71999-0001*

B. If using UPS service to deliver a bid, the envelope must be delivered to:

*Henderson State University  
1098 President's Drive  
Womack Hall, Room 208  
Purchasing Department  
Arkadelphia, Arkansas 71923*

**Note: It is your responsibility to ensure that your bid is received in the Purchasing Department by the date/time of the bid opening.**

10. Bidders unable or unwilling to submit a proposal are asked to complete the Summary Information Form on Page 1 of this RFP and check the box indicating that no bid is being submitted. This would be much appreciated.

11. All prices and conditions must be included in the original proposal. Prices and conditions not included in the original proposal will be rejected.

12. Bidders must identify the name and address of all proposed subcontractors and describe the portion of the work that the proposed subcontractors are to perform. Bidders must also provide information that the proposed subcontractors have the necessary skill, experience and financial resources to provide the services requested in this RFP.

13. The submission of a proposal constitutes a non-revocable, binding offer to perform and provide said services. Such binding offer shall be firm and not revocable for a period of ninety (90) days from bid opening. After ninety (90) days, the proposal may remain in effect, subject to withdrawal communicated in writing signed by the Bidder.

14. Bidder is responsible for all costs that it incurs, direct or indirect, related to the preparation and submission of a proposal in response to this RFP.

15. Each copy of the proposal must be accompanied by the following:

- Summary Information Form (page 1 of this RFP).
- Bid Submission Checklist and the documents indicated thereon.
- Equal Employment Opportunity documentation.
- Contracts and Grants Disclosure Certification
- No-Employment of illegal immigrants Certification

- Arkansas Technology Access
- Voluntary Product Accessibility Template (VPAT) form

### **Bidder Questions**

1. If a Question and Answer period is provided for this solicitation, the schedule will be shown on the Summary Information Form, provided on the first page of this RFP next to "Questions/Requests for Clarification Due". All questions must be submitted in writing, citing the particular RFP page, section, and paragraph numbers where applicable. Questions must be **EMAILED** to arrive no later than the day and time listed on the Summary Information Form. Email Subject must include the RFP number and should be directed to the Designated Contacts shown on the Summary Information Form. Questions received after the closing date for inquiries will not be answered. Only written answers are official. All Questions and Answers will be issued as addenda to this RFP and will be provided in writing to all bidders that have submitted the summary Information form.

### **Pre-Bid Proposal Meeting**

If a mandatory or optional Pre-Bid Conference is held for this solicitation, the date, time, and whether the conference is mandatory or optional is reported on the Summary Information Form provided on Page 1 of this RFP.

**Note: There is no pre-bid proposal meeting for this solicitation.**

### **Site Visit**

If a site visit is required for this solicitation, the date and time is reported on the Summary Information Form provided on Page 1 of this RFP.

**Note: Vendor may request an Optional Site Visit by contacting the Primary Contact listed on the Summary Information Form, page 1. A site visit is strongly suggested.**

### **Bid Opening**

1. After the bid opening, Bidders may receive an emailed list of the names of Bidders who have submitted proposals. Bidders must notify the designated contact(s) identified on the Summary Information Form (Page 1 of this RFP) of their desire to receive this information.

## **GENERAL INFORMATION**

### **Electronic RFP**

Electronic copies of this RFP and related forms are available at  
<http://www.hsu.edu/FinanceAdministration/Purchasing/BidInfo.html>

### **HSU'S Reserved Rights**

Henderson State University reserves the right to:

1. Reject any and all proposals received in response to this RFP.
2. Reject any or all portions of any proposal, to negotiate terms and conditions consistent with this RFP and to make an award for any or all remaining portions.
3. Withdraw the RFP at any time, at HSU's sole discretion.

4. Make an award in whole or in part.
5. Disqualify any Bidder whose conduct and/or proposal fails to conform to the requirements of the RFP.
6. Use proposal information obtained through site visits, management interviews and the state's investigation of a Bidder's qualifications, experience ability or financial standing, and any material or information submitted by the Bidder in response to HSU's request for clarifying information, in the course of evaluation and/or selection under the RFP.
7. Prior to the bid opening, amend the RFP specifications to correct errors of oversights, or to supply additional information, as it becomes available.
8. Request certified audited financial statements for the past three (3) completed fiscal years and/or other appropriate supplementation including, but not limited to, interim financial statements and credit reports.
9. Request references and contact any or all references. Negative responses will impact the evaluation process.
10. Adjust or correct cost or cost figures with the concurrence of the Bidder if mathematical or typographical errors exist.
11. Advise the Successful Bidder of an objectionable employee(s) and/or subcontractor(s).
12. Waive minor irregularities.
13. Waive requirements or amend this RFP upon notification to all Bidders. Mandatory requirements may be eliminated if unmet by all Bidders.
14. Negotiate with Bidders responding to this RFP within the requirements necessary to serve the best interests of Henderson State University.
15. Begin contract negotiations with another Bidder in order to serve the best interests of HSU should contract negotiations with the Successful Bidder be unsuccessful within a time frame acceptable to HSU.
16. Request clarifications from Bidders for purposes of assuring a full understanding of responsiveness, and permit revisions from all potential awardees prior to award.
17. Award no contract.

### **Contract Award**

Receipt of this RFP does not indicate that HSU has predetermined Bidder's qualifications to receive a contract award. A contract award, if made, shall be based on evaluation of the bid in accordance with the criteria set forth in this RFP. The successful Bidder will be notified by HSU by telephone/email and confirmed by letter. HSU's decision will be final.

### **Contract**

If all requirements of bid submissions are met to the University's satisfaction, a contract agreement or purchase order may be issued after review and analysis of proposals and confirmation of qualifications/references, etc. , and approval from the Office of State Procurement and/or the Legislative Review Committee.

**Contract Term**

The term of this agreement shall be for a period of One (1) years with six, one year renewals (if both parties agree) and the anticipated start date is July 2017. For the contract to be effective, the contract requires the approval of the Legislative Review Committee.

**Post Award Procedures**

Each Respondent may receive notification of the award.

**GENERAL TERMS AND CONDITIONS****1. Free and Open Competition**

HSU encourages free and open competition. Whenever possible, terms, specifications, and conditions are designed to accomplish this objective, consistent with the necessity to satisfy the needs of HSU.

**2. Notification of Errors, Inquiries and Interpretation**

Bidder is responsible to bring to HSU's attention any deviations in the technical specifications and to make recommendations for any additional requirements deemed necessary as standard, or for work indicated in the specifications contained in this RFP. If HSU in its discretion finds the deviations to be significant so as to require a change in the necessary specifications for the work, HSU will notify all Bidders in writing of the change in specifications. No deviations from the technical specifications provided herein shall be made without written approval of HSU.

**3. Additional Expenses**

It shall be the responsibility of the bidder to provide the University with any information which may require additional costs for other than those items listed in the proposal. The University will not be liable for additional expenses listed by the successful bidder unless authorized by the University. The University is not liable for any cost incurred by the bidders prior to execution of a contract.

**4. Valid Negotiations**

No negotiation decision or actions shall be executed by any bidder as a result of any oral discussions or agreements with any University employee or University consultant. Only those transactions that are in writing shall be considered valid. Likewise, the University shall only consider communications from bidders that are signed and in writing.

**5. Rejection of Bids**

The University reserves the right to make all decisions regarding this proposal, including, without limitation, the right to decide whether a proposal does or does not substantially comply with the requirements set forth herein.

**6. Acceptance of Proposal Content**

The contents of the Request for Bid and a response to this Request for Bid shall become contractual obligations if a contract ensues. Failure of the bidder to accept these obligations shall result in the rejection of the RFP.

**7. Use of University Name/Logo**

Bidders agree not to use the name/Logo of the University, or to quote any employees of the University, without obtaining prior written consent of the University.

## **8. No Claims or Rights**

By submitting a proposal, Bidder agrees that it will not make any claims for, or have any right to damages because of any misinterpretation or misunderstanding of the specifications or because of any misinformation or lack of information.

## **9. Conflict of Interest**

Bidder may be requested to provide evidence that the award of a contract will not result in (i) a conflict of interest with regard to other work performed by Bidder; or (ii) a potential conflict of interest among Bidder's staff.

## **10. Bidder's Terms and/or Conditions**

Bidder's standard terms and conditions will **not** be considered relevant to its proposal or to the contract awarded and should not be included with its proposal. Any additional Bidder terms and conditions attached to or referenced in Bidder's proposal shall not be considered part of the proposal, but shall be deemed included for informational purposes only. No extraneous terms or conditions will be incorporated into the contract awarded unless approved in writing by the HSU Office of General Counsel. Acceptance and/or processing of a Bidder's proposal shall not constitute acceptance of a Bidder's extraneous terms and conditions.

## **11. Legislature Changes**

In the event any governmental restrictions are imposed which would necessitate alteration of the material, quality, workmanship or performance of the items and/or services offered in this proposal whatsoever, prior to their delivery or thereafter, it shall be the responsibility of the successful bidder to immediately notify the University in writing of the specific regulation which requires alteration. Upon acceptance of such alteration by the University, it shall be the responsibility of the successful bidder to give effect to such alterations in accordance with terms and conditions of the agreement entered into hereinafter. Any price adjustments occasioned due to any alterations shall be subject to the approval of the University.

## **12. Dispute Resolution Policy**

It is the policy of the Henderson State University Purchasing Department to provide vendors with an opportunity to administratively resolve disputes, complaints or inquiries related to our bid solicitations or contract awards. HSU encourages vendors to seek resolution of disputes through consultation with the University Purchasing Director. All such matters will be accorded impartial and timely consideration. ACA 19-11-244(3)

## **13. Parking and Other Regulations of the University**

It will be the responsibility of the successful bidder to contact the HSU Police Department at 870-530-5098 to make arrangements for parking passes or permits if required. Illegally parked vehicles are subject to ticketing and/or towing. The bidder will operate vehicles responsibly under campus rules and regulations and will not park vehicles in unauthorized areas. Thereof the successful bidder will abide by all the applicable rules and regulations of the University, and breach whereof shall make vendor liable under such rules and regulations.

## **14. Acceptance of RFP Content**

The terms and conditions included in this RFP as well as the applicable portions of Bidder's proposal shall become contractual obligations if a contract is awarded. **BIDDER'S FAILURE TO ACCEPT THESE TERMS AND CONDITIONS AND OBLIGATIONS SHALL RESULT IN REJECTION OF BIDDER'S PROPOSAL.**



### **15. Services Outside Scope of the Contract Awarded**

HSU shall not be responsible for any services provided by the successful Bidder that are outside the scope of the contract awarded. HSU shall not be responsible for any additional costs other than the costs for the services outlined herein, or for any work performed that has not been properly authorized in writing by HSU.

### **16. Standard Contract Clauses**

Any contract awarded resulting from this RFP shall include the Contracts and Grants Disclosure form for contracts in excess of \$25,000. See other State Requirements.

### **17. Binding Effect**

The contract awarded shall be binding upon its execution by both parties and, if required by Arkansas law, upon the written approvals of the State Legislature.

### **18. Arkansas Freedom of Information Act / Proprietary Information**

University represents and Contractor acknowledges that University is subject to the Arkansas Freedom of Information Act and that certain disclosures may be required by law. In the event that any document marked confidential and/or proprietary received by the University from Contractor, or determined to be joint confidential information, is requested by a third party, then University shall provide Contractor with immediate notice of such third party request, and Contractor shall be free to challenge the disclosure in accordance with the laws of the State of Arkansas to the extent permitted by the Arkansas Freedom of Information Act. Should Contractor, in its judgment, believe that the document is not subject to disclosure and should Contractor intend that such document remain confidential, then Contractor shall so notify University, in writing, within three (3) business days following Contractor's receipt of University's notification or as otherwise permitted by Arkansas law. Contractor's written response shall indicate the specific documents that Contractor shall require University to withhold with respect to the third party request. The University shall use its best efforts to cooperate with Contractor in response to any requests filed pursuant to the Arkansas Freedom of Information Act. In all instances however, the requirements of the Arkansas Freedom of Information Act shall be followed by the University. Proprietary information submitted in response to this bid will be processed in accordance with applicable University procurement procedures. All material submitted in response to this bid becomes the public property of the State of Arkansas and will be a matter of public record and open to public inspection subsequent to bid opening as defined by the Arkansas Freedom of Information Act. The Respondent is hereby cautioned that any part of its bid that is considered confidential, proprietary, or trade secret, must be labeled as such and submitted in a separate envelope along with the bid, and can only be protected to the extent permitted by Arkansas law. Please do not attempt to label everything as proprietary.

### **19. Equal Employment Opportunity Requirements**

By submission of a bid or proposal in response to this solicitation, the Bidder agrees with all of the terms and conditions of HSU as stated. The Contractor is required to ensure that it and any subcontractors awarded a subcontract over \$25,000 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor, shall undertake or continue programs to ensure that minority group members and women are

afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, equal opportunity shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, termination, and rates of pay or other forms of compensation (Act 2157 of 2005).

## **20. Contract Information**

Respondents should note the following regarding the State's contracting authority, and amend any documents accordingly. Failure to conform to these standards may result in rejection of vendor response:

A. The State of Arkansas may not contract with another party:

1. To pay any penalties or charges for late payment or any penalties or charges which in fact are penalties for any reason.
2. To indemnify and defend that party for liability and damages. Under Arkansas law the University may not enter into a covenant or agreement to hold a party harmless or to indemnify a party from prospective damages. However, with respect to loss, expense, damage, liability, claims or demands either at law or in equity for actual or alleged injuries to persons or property arising out of any negligent act or omission by the University and its employees (including subcontractors) or agents in the performance of this Agreement, the University agrees with the successful party that: (a) it will cooperate with the successful party in the defense of any action or claim brought against the successful party seeking the foregoing damages or relief; (b) it will in good faith cooperate with the successful party should the successful party present any claims of the foregoing nature against University to the Claims Commission of the State of Arkansas; (c) it will not take any action to frustrate or delay the prompt hearing on claims of the foregoing nature by the said Claims Commission and will make reasonable efforts to expedite said hearing; provided, however, the University reserves its right to assert in good faith all claims and defenses available to it in any proceedings in said Claims Commission or other appropriate forum. The obligations of this paragraph shall survive the expiration or termination of this agreement.
3. Upon default, to pay all sums that become due under a contract.
4. To pay damages, legal expenses, or other costs and expenses of any party.
5. To conduct litigation in a place other than Clark County, Arkansas.
6. To agree to any provision of a contract that violates the laws or constitution of the State of Arkansas.

B. A party wishing to contract with the University should:

1. Remove any language from its contract which grants to it any remedies other than:

The right to possession.

The right to accrued payment.

The right to expenses of de-installation.

2. Include in its contract that the laws of the State of Arkansas govern the contract.

3. Acknowledge in its contract that contracts become effective when awarded by the University Purchasing Official.

## **21. Errors and Omissions**

The Respondent is expected to comply with the true intent of this RFP taken as a whole and shall not avail itself of any errors or omissions to the detriment of the services. Should the Respondent suspect any error, omission, or discrepancy in the specifications or instructions, the Respondent shall immediately notify the University Purchasing Official, in writing, and the University shall issue written instructions to be followed. The Respondent is responsible for the contents of its Proposal and for satisfying the requirements set forth in the RFP.

## **22. Governing Law**

The parties agree that this contract, including all amendments thereto, shall be construed and enforced in accordance with the laws of the State of Arkansas, without regard to choice of law principles. Consistent with the foregoing, this contract shall be subject to the Uniform Commercial Code as enacted in Arkansas.

## **23. Indemnification and Insurance**

The successful Respondent shall indemnify and hold harmless the University, its officers and employees from all claims, suits, actions, damages, and costs of every nature and description arising out of or resulting from the Contract, or the provision of services under the Contract. The successful Respondent shall purchase and maintain at Respondent's expense, the following minimum insurance coverage for the period of the contract. Certificates evidencing the effective dates and amounts of such insurance must be provided to the University.

Workers Compensation: As required by the State of Arkansas.

Comprehensive General Liability, with no less than \$1,000,000 each occurrence/\$2,000,000 aggregate for bodily injury, products liability, contractual liability, and property damage liability.

Comprehensive Automobile Liability, with no less than combined coverage for bodily injury and property damage of \$1,000,000 each occurrence. Policies shall be issued by an insurance company authorized to do business in the State of Arkansas and shall provide that policy may not be canceled except upon thirty (30) days prior written notice to the University.

Contractor shall furnish University with a certificate(s) of insurance effecting coverage required herein. Failure to file certificates or acceptance by the University of certificates which do not indicate the specific required coverages shall in no way relieve the Contractor from any liability under the Agreement, nor shall the insurance requirements be construed to conflict with the obligations of Contractor concerning indemnification. Proof of Insurance must be included in bid response.

Contractor shall, at their sole expense, procure and keep in effect all necessary permits and licenses required for its performance under this agreement, and shall post or display in a prominent place such permits and/or notices as are required by law.

## **24. Proper Contractor Identification**

The successful bidder is required to obtain and wear photo identification badges or cards ("Contractor Identification") for his/her employees at the Contractor's expense. The contractor identification badge/card shall be worn by the employee at all times while doing work on campus.

**25. Contractor Personnel**

All contractor personnel assigned to any requirements of a contract award must be fully qualified and cognizant of the required and applicable laws, rules and regulations pertaining to such contract award and the safety requirements which contractor must adhere to.

**26. Responsibility**

University will not be held responsible for any service made without prior authorization by University via a purchase order number. Contractor shall perform only those services and/or provide only those materials as authorized by the University. University will not be held responsible for any additional costs other than for the services outlined herein or for any work performed or materials delivered which has not been properly authorized.

**27. Warranty**

Contractor represents and warrants that: (i) all of the Services will be performed in a professional and workmanlike manner and in conformity with industry standards by Contractor and personnel employed by Contractor reasonably suited by skill, training and experience for the type of services they are assigned to perform; (ii) Contractor will comply, and will be responsible for ensuring its employees, contractors, subcontractors and agents comply, with all applicable federal, state and local laws in the performance of its obligations hereunder; (iii) Contractor's performance under the contract will not result in a breach of any other agreement to which Contractor is a party; (iv) all contract intellectual property will be original creations, and will not infringe upon or violate any intellectual property of any third parties; (v); any software developed under the contract will not contain any viruses, worms, Trojan Horses, or other disabling devices or code; and (vi) in addition to all implied warranties at law or in equity, any deliverables furnished will conform to the specifications, drawings, and descriptions created therefor, and to any samples furnished by Contractor; if there is a conflict among the specifications, drawings, and descriptions, the specifications will govern.

**28. Arkansas Prevailing Wage Rates**

Arkansas Prevailing Wage Determination Number 0-138 establishing the minimum wage rates to be paid on the referenced project, provided the cost of all labor and material exceeds \$75,000. Should the project cost not reach that amount; there is no obligation to use this wage determination. These rates were established pursuant to the Arkansas Prevailing Wage Law, Ark. Code. 22-9-301 to 22-9-315 and the administrative regulations promulgated thereunder. If the work is subject to the Arkansas Prevailing Wage Law, every Contract shall stipulate to the effect that not less than the prevailing hourly rate of wages shall be paid to all workers performing work under the contract. Ark. Code Ann. 22-9-308 (c). The scale of wages shall be posted by the contractor in a prominent and easily accessible place at the work site. Ark Code Ann. 22-9-309 (a). The General /Prime Contractor is responsible for getting the "Statement of Intent to Pay Prevailing Wages" form filled out and returned to the Arkansas Department of Labor within 30 days of the Notice to Proceed for this project. Arkansas Department of Labor 501-682-4500, fax 501-682-4508.

### **29. Customs Clearance**

If the product is being manufactured in another country and will require customs service, the cost of such service and any applicable importation fees shall be borne by the vendor and incorporated in the price bid.

### **30. Independent Contractor**

The Successful Bidder (Contractor) and its agents or employees or any entity or person acting on behalf of the Contractor engaged in the performance of work shall at all times be deemed to be performing as independent contractors. The Contractor hereby covenants and agrees to act in accordance with that status. The Contractor and its agents or employees or any entity or person acting on behalf of the Contractor shall neither hold themselves out as, nor claim to be, officers or employees of HSU and shall make no claim for, nor be entitled to, Workers' Compensation coverage, medical and unemployment benefits, social security, or retirement membership benefits from HSU.

### **31. Compliance**

Contractor shall comply with all laws, rules, orders, regulations, and requirements of federal, state and municipal governments applicable hereto, including the provisions of Arkansas standard contract clauses, attached hereto and made a part hereof, and for agreements with a value of \$25,000 or more, Affirmative Action Clauses, attached hereto and made a part hereof.

### **32. Indemnification**

The Successful Bidder(Contractor) shall fully indemnify, defend and save HSU and its respective officers, agents and employees without limitation, from suits, actions, damages and costs of every name and description arising out of the acts or omissions of the Contractor in any performance under this Agreement including: i) personal injury, damage to real or personal tangible property; ii) negligence, either active or passive; and iii) infringement of any law or of a United States Letter Patent, with respect to Products and Services furnished under this Agreement, or of any copyright, trademark, trade secret or intellectual proprietary rights, provided that HSU shall give Contractor: (a) prompt written notice of any action, claim, or threat of infringement suit, or other suit, promptness of which, shall be established by HSU upon the furnishing of written notice and verified receipt, (b) the opportunity to take over, settle or defend such action, claim or suit at Contractor's sole expense, and (c) assistance in the defense of any such action is at the expense of the Contractor. Where a dispute or claim arises relative to a real or anticipated infringement, HSU may require the Contractor, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as HSU shall require. The State of Arkansas reserves the right to join such action, at its sole expense, when it determines there is an issue involving a significant public interest.

### **33. Liability**

The Successful Bidder (Contractor) understands and agrees that it is responsible for the performance of the Services in accordance with the terms and conditions of the awarded Contract. HSU may look solely to the Contractor for remedy, redress, liability or

indemnification for any failure to perform, whether caused by Contractor itself or by one or more of its officers, employees, subcontractors, agents, licensees, licensors or affiliates or any person or entity acting on behalf of Contractor in providing the Services. The Contractor shall be fully liable for the actions of its officers, employees, subcontractors, agents, licensees, licensors, or affiliates or any person or entity acting on its behalf in providing the Services and shall fully indemnify and save harmless HSU and the State of Arkansas from suits, actions, damages and costs of every name and description presented, brought, or recovered against HSU and the State of Arkansas for, or on account of any liability which may be incurred by reason of the Contractor's performance of this Agreement. The Contractor will be responsible for the work, direction and compensation of any person or entity it engages as an officer, expert, employee, consultant, agent, independent contractor, or subcontractor. Nothing in the contract awarded or the performance thereof by the Contractor will impose any liability or duty whatsoever on HSU including, but not limited to, any liability for taxes, compensation, commissions, Workers' Compensation, disability benefits, Social Security, or other employee benefits for any person or entity.

#### **34. Term and Termination**

The term ("Term") of this contract will be for a period beginning from the date of award. If mutually agreed upon in writing by the Contractor and the University, the University reserves the option to renew this contract on a yearly basis, not to exceed an aggregate total of eighty-four (84) months. The University may terminate this Agreement without cause, at any time during the Term (including any renewal periods) by giving the other party thirty (30) days advance written notice of termination. Additionally, in the event of non-appropriation of funds necessary to fulfill the terms and conditions of this Agreement during any biennium period of the Term (including any renewal periods), the parties agree that this Agreement shall be subject to termination without notice.

- a) If at any time the services become unsatisfactory, the University will give thirty (30) days written notice to the Contractor. If at the end of the thirty (30) day period the services are still deemed unsatisfactory, the contract shall be subject to cancellation by the University. Additionally, the agreement may be terminated, without penalty, by the University without cause by giving thirty (30) days written notice of such termination to the seller.
- b) Upon award, the agreement is subject to cancellation, without penalty, either in whole or in part, if funds are not appropriated.
- c) In no event shall such termination by the University as provided for under this section give rise to any liability on the part of the University including, but not limited to, claims of Respondent for compensation for anticipated profits, unabsorbed overhead, or on borrowing. The University's sole obligation hereunder is to pay Contractor for services ordered and received prior to the date of termination.

The terms, conditions, representations, and warranties contained in the agreement shall survive the termination of this contract.

### **35. Tobacco Free Campus**

Smoking and the use of tobacco products (including cigarettes, cigars, pipes, smokeless tobacco, and other tobacco products), as well as the use of electronic cigarettes, by students, faculty, staff, contractors, and visitors, are prohibited at all times on and within all property, including buildings, grounds, and Athletic facilities, owned or operated by the University and on and within all vehicles on University property, and on and within all University vehicles at any location.

### **36. Price Escalation:**

There will be no price escalation for the life of the contract.

### **MISCELLANEOUS**

A. Failure of Contractor to familiarize itself with the campus of Henderson State University location will not relieve Contractor from responsibilities under the resulting Contract award.

B. Security of Contractor's material and equipment shall be the responsibility of the contractor.

**The Purchasing Department will be the interpreter of all contract documents.**

**NOTE:** A copy of bidder's Standard Terms and Conditions will not be considered relevant to his/her bid and should not be included with this bid.

## PERFORMANCE STANDARDS

### Performance Evaluation

This contract is subject to performance evaluations required throughout the term of the agreement. An example of the performance evaluation tool is shown below. Performance evaluations shall be used to assess and evaluate the Contractor's performance in accordance with the terms and conditions of the Contractor's award. Performance concerns, if any, shall be addressed by the University and evaluation results may be considered in determining Contractor responsibility and continuation of Contractor's award or consideration for future awards.

P=Poor (1) Contractor does not meet task requirements. Contractor is unable to solve problems and seeks University assistance for problem resolution.					
F=Fair (2) Contractor meets standards in performing required tasks. Contractor is able to solve basic problems. Contractor only seeks University assistance on complex unusual problems Contractor shows initiative in problem resolution.					
G=Good (3) Contractor exceeds some standards in performing required tasks. Contractor resolves problems with only minimal University supervision and assistance. Contractor does not wait to be told about problems before resolving.					
E=Excellent (4) Contractor exceeds most standards in performing required tasks and work is highly professional. Contractor is pro-active and takes an aggressive approach in identifying problems and their resolution.					
<b>Performance</b>	<b><u>Poor</u></b>	<b><u>Fair</u></b>	<b><u>Good</u></b>	<b><u>Excellent</u></b>	<b><u>Comment</u></b>
Conformance to Service Requirements of Contract					
Timeliness of Service					
Cost/Price Control					
Accuracy and Promptness of Billing					
Customer Service and Support					
Timely Complaint Resolution					
Professionalism of Staff					
Services Meet Customer Needs					
Overall Contractor Performance					

**STANDARD OF PERFORMANCE.** The successful proposer ("The Company") shall perform according to the terms and conditions as stated herein, and according to the highest standards and commercial practices for above mention services. Instances of poor performance by the Company will be documented and submitted to the Company for immediate review and corrective action. Failure to cure and continued poor performance may be deemed a breach of the specifications of the IFB/RFP, and may be grounds for immediate termination of the contract. A review meeting will be called between the Company and the University when documented instances of poor performance occur. A plan for corrective action agreeable to both parties will be drafted and implemented. The University retains the absolute right to assess whether and when performance is subsequently acceptable.



RFP# 17-22  
CAMPUS TELEVISION SERVICES

Official Pricing Sheet

PLEASE PROVIDE YOUR BEST PROPOSED PRICING FOR THE ITEMS LISTED BELOW:

- |    |   |       |
|----|---|-------|
| 1. | Price Per Drop/Location/Unit              | _____ |
| 2. | Optional Premium Package                  | _____ |
| 3. | Installation /setup fees                  | _____ |
| 4. | Additional Required Professional Services | _____ |
| 5. | Other                                     | _____ |

VENDOR NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_ EMAIL: \_\_\_\_\_

Signature of Authorized Official: \_\_\_\_\_

**NOTE:**

1. Henderson State University will not be obligated to pay any cost not identified on the Official Bid Price Sheet.
2. Any cost not identified by the bidder but subsequently incurred in order to achieve successful operation of the equipment will be borne by the bidder.

# Channel Lineup

- 2 KETG-HD PBS Arkadelphia, AR
- 4 KARK-HD-NBC Little Rock, AR
- 6 KASN-HD-CW Pine Bluff, AR
- 7 KATV-HD-ABC Little Rock, AR
- 9 Local Weather Board
- 10 OBU(Ouachita Baptist University Channel)
- 10 Family Net
- 11 KTHV-HD-CBS Little Rock, AR
- 12 KARZ-HD-MNT Little Rock, AR
- 13 KLRT-HD-Fox Little Rock, AR
- 14 Daystar
- 15 KVTH-HD IND Hot Springs, AR
- 16 EVINE Live
- 17 Jewelry Television
- 22 Trinity Broadcasting Network
- 23 EWTN
- 24 EWTN Espanol
- 25 The Weather Channel HD
- 26 C-SPAN HD
- 27 C-SPAN 2
- 28 QVC HD
- 29 Home Shopping Network HD
- 30 Lifetime HD
- 31 Lifetime Movie Network HD
- 32 tru TV HD
- 33 tbs HD
- 34 TNT HD
- 35 ESPN HD
- 36 ESPN 2 HD
- 37 Fox Sports 1 HD
- 38 Fox Sports Southwest HD
- 39 Fox Sports Plus HD
- 40 SEC Network HD
- 41 SEC Overflow HD
- 43 NBC Sports Network HD
- 44 The Golf Channel HD
- 46 The Tennis Channel HD
- 47 Fox Business Network HD
- 48 Fox News Channel HD
- 49 Blaze HD
- 50 CNN HD
- 51 Headline News HD
- 52 CNBC HD
- 53 MSNBC HD
- 54 BBC America HD
- 55 USA HD
- 56 FX HD
- 57 FXX HD
- 58 Arts & Entertainment HD
- 59 History HD
- 60 Discovery Channel HD
- 61 The Learning Channel HD
- 63 Freeform HD
- 64 Disney HD
- 65 Sprout HD
- 66 Cartoon Network HD
- 68 Animal Planet HD
- 69 Home & Garden Television HD
- 70 Food Network HD
- 71 Hallmark Channel HD
- 72Hallmark Movies & Mysteries HD
- 73 Investigation Discovery HD
- 74 AMC HD
- 75 Turner Classic Movies HD
- 76 Bravo HD
- 77 E! Entertainment HD
- 78 OWN HD
- 79 Oxygen HD
- 80 WE tv HD
- 81 The Travel Channel HD
- 82 Syfy HD
- 84 UP HD
- 85 WGN HD
- 86 Game Show Network HD
- 87 TV One HD
- 88 AXS TV
- 89 Velocity
- 90 Great American Country HD
- 91 Outdoor Channel HD
- 96 INSP