



LOUISVILLE ARENA AUTHORITY REQUEST FOR PROPOSALS

**Venue Management, Food & Beverage, Sponsorship and Premium Sales
KFC Yum! Center**

PROPOSALS DUE: Friday, October 23, 2026, at 5:00 PM ET
Email Responses to: BillieHirsh@StaffordSports.com

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1. Introduction

1.1. Louisville Arena Authority (LAA) Description

The Louisville Arena Authority (LAA) is a Kentucky nonprofit corporation organized for the sole purpose of financing, developing, and overseeing the construction, management, and operation of the KFC Yum! Center for public use. Today, the LAA is committed to realizing its vision and mission through exceptional fan experiences and economic growth. While the LAA has no employees, the all-volunteer Board of Directors is comprised of ten members appointed by the Governor, five members appointed by the Mayor of Metro Louisville, and the President of the Metro Council, or his designee. The LAA was created under the Kentucky not-for-profit corporation statutes and has obtained 26 USC § 501(c)(3) tax-exempt status.

Although the LAA is not a statutory public body corporate, politic, municipal, or political subdivision of the Commonwealth of Kentucky, its Directors recognize the Arena's purpose for public use, the LAA's acceptance of a portion of its financial backing from the Commonwealth and Louisville/Jefferson County Metro Government (Louisville Metro) during the Arena's construction, and the LAA's debt service being supported by significant revenue from the Commonwealth's state sales and property tax incremental financing and annual payments from Louisville Metro. Therefore, the LAA has adopted procurement procedures that will provide the greatest long-term benefit to the Commonwealth and Louisville Metro, maintain transparency, ensure public confidence in the procedures used by the LAA, and provide for equitable treatment of those who participate in procurement with the LAA.

1.2 KFC Yum! Center Description

The KFC Yum! Center is a state-of-the-art, multi-purpose indoor Arena located in downtown Louisville, Kentucky. Its operation and management are overseen by the Louisville Arena Authority (LAA). The Venue is named after the KFC restaurant chain and Yum! Brands, the parent company of KFC. Adjacent to the Ohio River waterfront, the Arena is located on Main Street between 2nd Street and 3rd Street and opened on October 10, 2010. The Arena was part of a \$450 million project that included a 975-car parking structure.

The KFC Yum! Center is currently managed and operated by Legends Global, food and beverage services are managed by Sodexo, and sponsorship sales are managed by Learfield. Each of these agreements expires on June 30, 2027.

The Louisville Cardinals men's and women's basketball teams are the primary tenants of the Arena, with about four of the women's volleyball matches played there each season. With 22,090 seats for basketball, it is the largest arena in the United States by seating capacity designed primarily for basketball. The KFC Yum! Center hosts approximately 120 events annually. Under the LAA's guidance, the KFC Yum! Center has attracted some of the world's top concerts, family shows, and sporting events, including multiple NCAA championship events and several top-grossing concerts annually. Each year, the Arena ranks among the top 30 arenas in the nation for ticket sales. The Arena will host

the 1st and 2nd round of the NCAA Men's Basketball Championship in March 2027 and the USA Gymnastics Olympic Team Trials in June 2028.

The KFC Yum! Center has Ticketmaster as its official ticketing service provider, although AEG-promoted events may use AXS ticketing. The Arena is currently transitioning premium sales to ARCHTICS. The University uses Ticketmaster as its official ticketing partner and ARCHTICS as its back-office CRM.

The KFC Yum! Center also includes a number of bars, lounges, meeting rooms and conference rooms of varying sizes on all levels of the Arena which can be utilized in conjunction with events or on non-event days as standalone space. They include the Spirit Room, on the upper concourse level, the Hickman Camp Lounge and President's Room, both on Suite Level 2, and the Jackson Purchase Lounge, just off the Main Concourse, all with expansive river views and capacities ranging from 300 to 600. The Legends Room with a capacity of over 300, depending on the setup, is located adjacent to the Atrium.

The LAA has partnered with Forward Associates to develop a comprehensive vision for the KFC Yum! Center's future, which includes identifying opportunities for upgrading, redesigning, or repurposing spaces and improving amenities and hospitality offerings. The purpose of making a substantial investment in the Arena in the coming three years is to transform the guest experience across all areas of the building, to create a destination that could only authentically exist in Louisville both in look and feel and in its mentality, and to enhance its mission as an economic engine for downtown Louisville and the state.

Forward Associates is a London-based design and venue strategy company that specializes in major stadium and arena design and renovations with a focus on revenue generation. Forward has developed concept overviews, indicative capacities, operational principles, mood boards, and early spatial planning for each of the opportunities, and is continuing with the detail design for each space. This project integrates interior design, branding, theming, food and beverage vision, sales collateral and overall strategic support – each element contributing to a unified outcome. Roy Westwood, CEO of Forward Associates, will be available in person at the onsite facility walkthrough on 9/29/2026.

As part of its 30-year Capital Improvement Plan, the LAA has issued an RFP for a fixed seating replacement in the Arena bowl. The timeline for upgrades has not been finalized yet but could possibly take place over the course of two to three summers beginning in 2027. The retractable seating replacement in the south end of the bowl (behind stage) was just completed in August.

1.3 Point of Contact

Stafford Sports will be the point of contact for the LAA during the RFP process. Proposal submissions should be sent to Stafford Sports at BillieHirsh@StaffordSports.com. Any questions in accordance with the RFP timeline or any other inquiries should be submitted via the link below:

KFC Yum! Center 2026 RFP Process: Question Submissions – Fill out form

Stafford Sports is an independent, nationally recognized company that provides expert consulting and strategic advisory services for governments, universities and professional sports franchises. Stafford Sports provides industry proven guidance to our clients that increases revenue streams, improves facility event utilization and maximizes assets.

Stafford Sports has extensive experience in all facets of venue planning, development, oversight of design/build teams as well as every aspect of facility operations, sales, marketing and administration. Stafford Sports prides itself on providing clients with independent and objective advice and insight. Stafford maintains unique and long-lasting relationships with our clients who frequently retain us on a long-term basis or extend their relationships by re-hiring our firm for additional consulting assignments. Stafford Sports advises public and private sector clients throughout the complex process of facility development and management, including the negotiation and implementation of comprehensive facility licensing, tenancy and operating agreements. The result is a facility project that thrives as a sustainable asset and protects ownership's ongoing investment.

1.4 Purpose

The current agreements for Legends Global, Sodexo and Learfield all expire June 30, 2027. The LAA is therefore issuing this RFP as a procurement and best-value selection process for future services. Through this process, the LAA seeks a respondent or respondents that can provide venue management, food and beverage services, sponsorship sales, and premium sales services. The purpose of this Request for Proposals ("RFP") is to obtain information from and enter into a contract with a qualified respondent or respondents to provide these services at the KFC Yum! Center. The scopes of work for the venue management, food and beverage services, sponsorship sales, and premium sales services are more fully described in the following sections of this RFP.

The LAA is not just looking for Proposals that take into consideration the KFC Yum! Center as it currently operates. It encourages Proposals that can help it activate the LAA's vision for the future of the Arena that raises its level of activity, financial performance, guest experience, service levels and community involvement. The LAA seeks a ten-year agreement with the successful Proposer or Proposers for the exclusive right to provide these services at the KFC Yum! Center. The LAA is also open to considering an option to extend for future years with such option at the LAA's discretion.

The successful Proposer or Proposers shall be an independent provider of the LAA and shall furnish all management, supervision, labor, and any or all other services required by the LAA, consistent with the generally accepted operation of a first-class public assembly arena. The LAA invites proposals from interested parties according to the terms of this RFP.

The LAA anticipates that the Proposer or Proposers may, through a commission or fee structure, make voluntary capital or operational improvements that enhance the

performance of the KFC Yum! Center. Such investments, if made, shall be at the Proposer or Proposers' sole discretion and shall not create a partnership, joint venture, or shared-risk arrangement with the LAA.

This RFP does not constitute a commitment to any form of procurement action. The LAA Evaluation Committee will carefully review all submittals to determine which respondents, if any, meet the needs of the LAA. Based on the information received, the LAA will determine whether to issue an intent to award and negotiate a contract with the top scoring Proposer or Proposers. The LAA will not be responsible for any costs incurred in furnishing a response to this RFP.

1.5 Integrated Offering Option

The LAA is issuing this RFP for multiple service categories related to the future operation and commercialization of the KFC Yum! Center, including venue management, food and beverage services, sponsorship sales, and premium sales services. A Proposer may submit a proposal for one, two, three, or all four of these service categories. Proposers responding to more than one service category must also include a summary sheet identifying any financial benefits and operational benefits to the KFC Yum! Center and the LAA if the Proposer is selected for multiple service categories. Proposers may choose to enter a proposal on their own for any of the services, partner with others who may already be contemplating submitting a proposal or others who had not originally contemplated submitting a proposal. Any integrated proposal covering two, three, or four of the service categories must clearly identify the included service areas and provide, for each applicable service category, the proposed operating model, fees, commissions, investments, staffing, pricing, revenue-sharing approach, transition plan, risks, and assumptions. Each service category will be evaluated independently before any integrated alternative is considered. The LAA may award one, multiple, or no contracts, and the same vendor may be selected for more than one service category.

If a Proposer submits an integrated proposal, the Proposer acknowledges that, following evaluation, the integrated proposal may replace any prior single-service submissions at the LAA's sole discretion, and any evaluations or scores associated with those prior submissions may no longer apply.

1.6 Procurement

All proposals submitted in response to this RFP shall be subject to applicable Kentucky procurement laws, public records laws, and all other applicable federal, state, and local requirements. State and federal law prohibit bribes, gratuities, kickbacks, collusion, and other improper inducements. All responses become the property of the LAA upon submission and may be subject to public inspection following completion of the evaluation and contract negotiation process, except to the extent information is exempt from disclosure under applicable law. Proposers are responsible for clearly identifying any information they believe is confidential, proprietary, trade secret, or otherwise exempt; however, such designation shall not be binding on the LAA, which will make disclosure determinations in accordance with applicable law.

Submission of a proposal is voluntary and creates no contract, entitlement, property interest, or expectation of award. The LAA shall not be liable for any costs, expenses, losses, or damages incurred by any Proposer in connection with preparing, submitting, presenting, negotiating, or supplementing a proposal. Proposers shall not submit copyrighted, personally identifiable, confidential, security-sensitive, or legally restricted information unless expressly requested by the LAA and clearly identified by the Proposer.

1.7 Minority and Disadvantaged Businesses

The LAA has adopted and is firmly committed to implementing its Affirmative Action Policy to promote the utilization of minority and disadvantaged businesses in all aspects of its operations. It is the responsibility of each respondent to become familiar with the LAA's Affirmative Action policy. All respondents must include in their response an affirmation to conform to the policy and a detailed description of their plan for conformance.

2. Proposer Requirements

2.1 Proposer Eligibility Requirements

Proposers shall demonstrate extensive experience in venue management, food and beverage operations and delivery, sponsorship sales, and premium sales for arenas similar in size and scope, including NCAA Power Conferences, to the KFC Yum! Center or other large public assembly facilities or large gathering spaces.

2.2 Responsibility of Proposers and Pre-Qualification of Proposers

The LAA at its sole discretion may provide for pre-qualification of Proposers as responsible Proposers for services contained in the RFP. The LAA may conduct a reasonable inquiry to determine the responsibility of the Proposer. The Proposer shall promptly supply the information in connection with the inquiry and a Proposer's failure to provide information to the inquiry may be grounds for a determination by the LAA of non-responsibility.

2.3 Bond Requirements

Proposals must include a certified check, cashier's check, or bid bond/guarantee that is to be paid separately by certified mail to the Louisville Arena Authority at the address below no later than the proposal due date of 10/23/2026 in the amount listed below as a demonstration of the Proposer's commitment to fully memorialize its Proposal if selected by the LAA.

Address for Certified Mail:

Ms. Leslie Geoghegan
Board Chair
Louisville Arena Authority
1 Arena Plaza
Louisville, KY 40202

- Proposal for one of the services being offered - \$50,000
- Proposal for two of the services being offered - \$100,000
- Proposal for three or more of the services being offered - \$150,000

The LAA will retain such guarantees from all Proposers until the successful Proposal has been memorialized into a fully executed Agreement for the services between the LAA and the successful Proposer. Once the agreement has been signed by both parties and fully executed, the bid guarantee will be returned to the Proposers not selected and to the successful Proposer. If the successful Proposer fails to memorialize its proposal into a fully executed agreement, the LAA will retain the successful Proposers guarantee to cover damages. Under such circumstances, the LAA also reserves the right to enter into negotiations with the next qualified Proposer.

3. Instructions to Proposers

3.1 Bid Submission Delivery Instructions

All responses must be delivered as follows:

A single proposal may not exceed 100 pages. For integrated proposals covering multiple services, the page limit is an additional 50 pages per service (e.g., a proposal covering all four services may be up to 250 pages total). Page limits exclude terms & conditions and other appendices. Information regarding marketing materials, background information, corporate brochures, examples of the Company's accounts, personnel policies and fiscal policies and procedures should be included separately as Exhibits.

Proposal materials must be emailed via a PDF attachment to Stafford Sports at BillieHirsh@StaffordSports.com, and received on or before Friday, October 23, 2026, at 5:00PM.

Proposals received after the designated time and date indicated will not be considered for evaluation.

3.2 Internal Revenue Service Procedure 2017-13

The KFC Yum! Center is built with tax-exempt bonds. Therefore, all Proposers must follow guidelines of IRS 2017-13 with respect to financial aspects of their proposals.

3.3 RFP Schedule

Request for Proposal Issued and Advertised	9/21/2026
Notification Period to Attend On-Site Walkthrough Ends	9/25/2026
On-Site Walkthrough/Information Session with Forward Associates	9/29/2026
Question Period Ends	10/2/2026
Questions and Answers Posted	10/9/2026
Proposals Due	10/23/2026
Notification for Period of Shortlist	11/9-11/13/2026
Onsite Interviews	Week of 11/16
Best and Final Offer, if requested	11/30/2026
Final Recommendations	12/7/2026
Anticipated Contract Discussions	December 2026
Contract Start Date	7/1/2027

The LAA reserves the right to change or extend any and all dates including the due date for proposals for any reason and at any time including after the due date for proposals.

3.4 Facility Walkthrough

The LAA will host a mandatory facility walkthrough at the KFC Yum! Center on Tuesday, September 29, 2026, at 9:00am ET. Proposers wishing to attend must submit a notice of intent to participate at the link below no later than Friday, September 25 by 5:00PM ET. Additionally, firms must sign and return [Non-Disclosure Agreement \(NDA\)](#) no later than 5pm on September 25, 2026, to billiehirsh@staffordsports.com. Execution of the NDA is required to attend the mandatory building tour and gain access to the project data room and supporting due diligence materials. As part of the facility walkthrough, Forward Associates will be onsite to describe the planned Arena upgrades and answer any questions.

[KFC Yum! Center 2026 RFP Process: Intent to Participate & Site Visit Registration – Fill out form](#)

3.5 RFP Questions and Answers

Questions Prior to Bid Submission – All Proposers submitting questions regarding this RFP prior to bid submission must submit questions to the link below:

[KFC Yum! Center 2026 RFP Process: Question Submissions – Fill out form](#)

All questions must be submitted on or before Friday, October 2, 2026, at 5:00 PM ET. Responses to all questions will be posted on the LAA's data room no later than Friday, October 9, 2026, by 5:00 PM ET. Any questions received after the specified date and time will not be accepted.

The LAA reserves the right to modify this RFP as circumstances require. The RFP and all subsequent addenda may be found on the LAA data room. It will be the responsibility of the Proposer or Proposers to check for updates and/or amendments.

The LAA shall have the right to request additional information from, and review additional records of any or all proposers, prior to the LAA's selection of a proposer(s). Failure to comply with such requests may result in elimination of the proposer from further consideration.

3.6 Standard of Ethics

The LAA has adopted by Resolution a standard of ethics for its members. The LAA's standard of ethics applies to all its members of the LAA acting on behalf of the LAA, including any persons participating in procurement or contracting on behalf of the LAA.

3.7 Public Records

The LAA is a public agency. Unless exempt under applicable law, records in the LAA's possession may be subject to inspection and copying under the Kentucky Open Records Act and related public records requirements. Proposers should clearly mark each page or portion of a proposal that they believe contains confidential, proprietary, trade secret, security, sensitive or otherwise exempt information and should provide a written explanation supporting the claimed exemption. The LAA will evaluate any claimed exemption in accordance with applicable law and shall not be liable for disclosure made in good faith pursuant to a lawful public records request, court order, or legal obligation.

3.8 Limitations

The LAA will not be obligated in any way by any Proposer's response to this RFP. Selection of a proposal and the accompanying award of a contract are to be based on evaluation criteria established in this RFP and described in the Evaluation and Award section. The selection is at the sole discretion of the LAA.

The issuance of this RFP does not constitute an assurance that any contract will be entered into by any parties and the LAA expressly reserves the right to:

- Request additional information and data from any or all Proposers.
- Supplement, amend, or otherwise modify the RFP or cancel this request with or without the substitution of another RFP.
- Disqualify any Proposer who fails to provide information or data requested herein or who provides inaccurate or misleading information or data.
- Disqualify any Proposer on the basis of any real or apparent conflict of interest.
- Disqualify any Proposer on the basis of past performance on other projects.
- Negotiate with any Proposer to this RFP and choose the best combination of qualifications and price for the project and services described in this RFP.
- Select one or none of the Proposers to provide the services, or portions thereof, as described in this RFP.
- Award this RFP independently of other related KFC Yum! Center procurements. A Proposer may win one, multiple, or none of the related services being offered.

Consider an integrated offering that responds to multiple services, provided that the Proposer also submits separate pricing, staffing, scope, and implementation detail for each service to which it is responding.

3.9 LAA Right to Inspect/Right to Audit

The LAA shall have the right to inspect and audit the books and records of any person or entity who has a contract with the LAA or who has submitted cost or pricing data. Persons or entities who do business with the LAA shall maintain books and records during the time it is doing business with the LAA for three (3) years thereafter.

3.10 Errors in Proposals

Proposers are solely responsible for the accuracy, completeness, consistency, and responsiveness of their proposals. The LAA may, but is not required to, seek clarification, correction of immaterial irregularities, or supplemental information from one or more Proposers when doing so is in the LAA's best interest and consistent with applicable law. The LAA shall have no obligation to identify, correct, or request clarification of errors, omissions, ambiguities, or inconsistencies in any proposal. Material modifications to proposals will not be accepted after the submission deadline unless expressly requested or permitted by the LAA in writing as part of a clarification, negotiation or Best and Final Offer process.

3.11 Withdrawing Proposals

Proposers may withdraw a proposal at any time prior to the submission deadline by providing written notice by email from an authorized representative of the Proposer. After withdrawing a proposal, the Proposer may submit a revised proposal at any time prior to the proposal due date.

3.12 Bid Protests

Any actual or prospective proposer who is aggrieved in connection with a RFP or award of a contract may protest, in writing, to the LAA. A protest shall be submitted prior to the opening of a Proposal or the decision date for a Proposal, unless the aggrieved party did not know or could not have reasonably learned of the facts giving rise to a protest prior to the bid opening or the decision date for Proposals. The protest shall be submitted and received by the LAA within fourteen (14) days after the aggrieved party knows or should have known of the facts giving rise thereto. An aggrieved party shall be deemed to have knowledge of the LAA record relating to the procurement with fourteen (14) days of notification of the award. Further details to the LAA Bid Protest guidelines are available upon request to the LAA.

4. Submittal Requirements

4.1 Proposal Format

Section 8 and its subsections of this RFP provide information regarding the procurement process and instructions for Proposers to submit company information. A single Proposer is required to submit information only once for requirements in this section even if the Proposer submits a response for more than one service category. For Proposals that include more than one company, information for each company should be submitted.

Sections 10, 11, 12, and 13 require a separate response section for each service category for which the Proposer is submitting. Proposers responding to more than one service category must also include a summary sheet identifying any financial benefits or operational benefits to the KFC Yum! Center and the LAA if the Proposer is selected for multiple service categories.

Proposers must submit an electronic submission for this RFP. Electronic submissions should be in PDF format. Each response shall also include the company's contact(s) responsible for the proposal, phone numbers and email addresses.

Proposers are responsible for all costs associated with preparing their proposals, answering all questions, and providing the LAA with requested information including if selected to provide demonstrations or interviews. Proposers are also responsible for all travel costs including, but not limited to, transportation, lodging, and meals. The LAA is under no obligation to incur or reimburse any Proposer for any proposal costs. The LAA may choose to conduct demonstrations or interviews in person or by video conferencing.

4.2 Eligibility for Award

To be eligible for contract award, a Proposer must submit a responsive proposal and be determined by the LAA to be responsible, qualified, and capable of performing the resulting contract satisfactorily. The LAA may consider, without limitation, the Proposer's financial capacity, experience, integrity, staffing, resources, legal eligibility, past performance, conflicts of interest, litigation history, debarment or suspension status and ability to comply with all requirements of this RFP and any resulting contract.

Eligible Proposers, at a minimum, must meet the following requirements and state so in the proposals:

- Be able to comply with the required performance schedule, taking into consideration all existing business commitments.
- Have necessary personnel and management capable of performing requirements on a resulting contract.
- Be otherwise qualified and eligible to receive an award under applicable laws and regulations.

Proposers must also disclose as part of their proposal:

- Any conditions or foreseeable circumstances (i.e., mergers, acquisitions, etc.) that would have an adverse effect on its ability to honor all terms of the contract or service it can provide.
- Any lawsuits it has incurred.
- Any other venue in which it performs venue management, food and beverage services, sponsorship sales or premium sales within 100 miles of the KFC Yum! Center and state why these would not be a conflict.
- Any contracts it has lost in the last five years and the reason.

4.3 Unresponsive Proposals

Proposals not meeting the following requirements may be deemed unresponsive and may not be afforded consideration:

- A submitted proposal may be deemed unresponsive if the Proposer does not offer the services as specified in the RFP.
- The proposal must acknowledge that all services, terms, and conditions specified in this RFP are included in the quoted price.

The proposal must state that this RFP and the proposal submitted by the Proposer in response to this RFP will be made a material part of any contract executed.

- A submitted proposal may be deemed unresponsive if the Proposer does not respond to all questions.

5. Proposal Evaluation and Interviews

5.1 Evaluation Criteria Overview

The LAA will use the following Evaluation:

- Company Summary
- Staff Resources
- Scope of Services/Operating Approach/Guest Experience
- Revenue Enhancement and Capital Investment
- Fee Structure

5.2 Proposer or Proposers Submitted Response Evaluation

The LAA Board of Directors shall review the evaluations and recommendations of the LAA Procurement Committee for Long-term Agreements and the LAA Finance Committee and make the final award for the four sets of services at the KFC Yum! Center outlined in this RFP. The Board of Directors constitutes a selection committee. Meetings of the Board of Directors to discuss the evaluations of bids may be conducted in executive session; provided that any vote to approve the contract award for a procurement shall be taken in open session.

For Proposers responding for multiple services, each service category will be evaluated independently before any integrated alternative is considered or evaluated.

Proposer Revenue Enhancement and Capital Investment Plans will be evaluated as a part of the Proposer's Submitted Response. To aid in the LAA's evaluation of Proposer plans, Proposers must at a minimum make clear their:

1. Total Planned Capital Investment
2. Total Projected Revenue Enhancement and/or Cost Savings

The above should be expressed in total dollars over the contract term, with assumptions clearly stated.

5.3 Fee Structure Evaluation

The LAA encourages respondents to propose various options for a fee structure for each service category for which they are submitting a proposal.

Proposers must at a minimum clearly state:

1. Any Management Fees
2. Any Incentive Fees
3. Any Commission Fees
4. Any Annual Minimum Performance Guarantees
5. Any Financial Risk the Proposer Will Commit to
6. Any Other Fees
7. Any Alternative Fee Options

5.4 Interviews and Demonstrations

At the discretion of the LAA, the LAA may select one or more Proposers with the highest total score after the evaluation of the Submitted Responses that may be invited to interview and offer a demonstration. If the LAA holds interviews and demonstrations, they will be mandatory for all invited Proposers and they will be evaluated. The LAA may require the attendance of proposed key personnel, account leaders, technology leaders, operations leaders, or legal/financial representatives as applicable.

5.5 Best and Final Offer

The Best and Final Offer (BAFO) process is an optional step that may be initiated solely at the discretion of the LAA after the initial evaluations.

5.5.1 Conditions for BAFO

A BAFO will be requested under the following circumstances:

- Initial proposals do not clearly establish a fair comparison for evaluation.

- Additional clarification or competitive pricing is deemed necessary to finalize the award determination

Respondents selected for BAFO will receive written notice specifying:

- The requirement to submit a clarifying or revised proposal.
- The submission deadline and format.
- Any specific elements that require adjustment or clarification.

5.5.2 Finality of Submission

Submission of a Best and Final Offer (BAFO) shall supersede and replace the Proposer's previously submitted proposal in its entirety, unless the LAA expressly states otherwise in writing. The BAFO shall be deemed the Proposer's final submission for purposes of evaluation and negotiation under this RFP.

No further revisions will be permitted after the BAFO deadline.

Failure to submit a BAFO by the stated deadline may result in disqualification from further consideration.

5.5.3 BAFO Evaluation

BAFO submissions will be evaluated in accordance with the criteria set forth in this RFP, with emphasis on quality, competitiveness and overall value.

The LAA reserves the right to:

- Make an award based on initial proposals without requesting a BAFO.
- Accept or reject any BAFO submission.
- Cancel the BAFO process at its sole discretion.

Participation in the BAFO process does not guarantee an award. The LAA retains full discretion to award a contract.

6. Contract Discussions, Negotiations and Award

6.1 Discussions and Negotiations

The LAA anticipates negotiating with the highest-ranked responsive and responsible Proposer or Proposers based on the evaluation criteria set forth in this RFP. The LAA reserves the right to negotiate with one or more Proposers, to conduct concurrent or sequential negotiations, to discontinue negotiations, or to make no award if the LAA determines such action is in its best interest and permitted by applicable law. The LAA may require finalists to attend part or all negotiations in person in Louisville; however, the LAA reserves the right to conduct negotiations virtually. Specific details regarding

requested participants, including technical, operational, legal, and financial representatives, will be included in the invitation to participate in negotiations.

The LAA reserves the right to identify any topics for discussion during negotiations.

6.2 Contract Award

Any award shall be made to the responsive, responsible Proposer or Proposers whose proposal or proposals, as determined by the LAA to provide the best value to the LAA based on the evaluation criteria, negotiations, and any other factors permitted by this RFP and applicable law. The LAA reserves the right to determine that no award is in its best interest. This RFP does not commit the LAA to award a contract, pay any proposal-preparation costs, or procure any services described herein.

The LAA may issue a Notice of Intent to Award identifying the apparent successful Proposer or Proposers. Any such notice is procedural only, is subject to completion of contract negotiations and required approvals, and creates no right, entitlement, or contractual obligation in favor of any Proposer. No award shall be final unless and until a written contract is approved by the LAA and fully executed by all required parties.

If a Proposer's proposal, exceptions, supplemental terms, licenses, service terms, maintenance terms, or other documents conflict with this RFP or its appendices, the terms of this RFP and the final written contract shall control unless the LAA expressly accepts the conflicting or supplemental term in a written contract or written addendum signed by LAA. No click-through terms, online terms, purchase terms, invoice terms, or other unilateral vendor terms shall bind the LAA unless expressly incorporated into the final written contract.

The LAA reserves the right to incorporate all or any portion of the successful Proposer's response into the resulting contract. Notwithstanding the foregoing, the LAA reserves the right to negotiate all terms and conditions, scope of services, performance standards, reporting requirements, transition obligations, pricing, remedies, insurance, indemnity, and other contract terms prior to execution of a final written agreement. No proposal, BAFO, negotiation statement, notice of intent, or portion thereof shall be binding on the LAA unless and until expressly incorporated into a fully executed written contract.

All proposals must respond directly to all requirements and questions posed in this RFP and comment on capabilities to meet such requirements. Emphasis should be on clarity and brevity of Proposer responses to each question.

6.3 Contract Period

The intent of this RFP is to contract with the successful Proposer or Proposers for an initial term of ten (10) years. The LAA is also open to considering an option to extend in addition to the ten-years with such option at the LAA's discretion.

Any renewal, extension, amendment, termination right, or non-appropriation provision shall be negotiated by the LAA and the successful Proposer or Proposers and shall remain subject to State of Kentucky laws, the LAA policy, and final contract approval.

The successful Proposer(s) will be required to assume all responsibilities of the respective services on July 1, 2027.

6.4 Contract Governance

Contracts with a successful Proposer or Proposers will include language for an actively governed partnership with the LAA. This will include at a minimum monthly financial reporting, attendance at LAA board meetings as requested, quarterly and year-end business reviews, strategic planning sessions, an annual audit, defined KPI's and service standards and innovation reviews.

The arena general manager will be responsible for administering and overseeing daily operations of the food and beverage operator, sponsorship sales and premium sales company(s) on behalf of the LAA during the term of the Agreement.

7. Other Information

7.1 Data Room

The LAA will provide selected data to qualified Proposers through a controlled data room. The LAA will require execution of a non-disclosure agreement and may limit access to the data room only to firms that declare their intent to submit a proposal. The LAA may also withhold confidential, exempt, proprietary, personnel, or security-sensitive information as permitted or required by law.

Potential data to be provided by the LAA may include annual financials, event information, food and beverage information, sponsorship information, leases, capital needs, design plans, manuals amongst other materials.

7.2 Guest Experience Project

As stated in section 1.2 of this RFP, the LAA is currently considering making a substantial investment in the Arena in the coming two to three years as part of its Guest Experience Project. The LAA is assembling a Project Team to oversee and implement the concepts of the Guest Experience Project. The Project Team is composed of representatives from the LAA, Forward Associates, the Arena management firm, the Construction Manager – Wehr Constructors, the Owner's Representative – PLC Management, and the Architect of Record. The RFP for the Architect of Record has been issued, and the award is expected around mid-October.

For the purpose of this RFP response, Proposers are encouraged to closely review the Guest Experience designs in the Data Room and as presented by Forward Associates on the facility walkthrough. Proposers should prepare their response including any financial information or contemplated investments that incorporate the plans for the upgrades as presented and also take into consideration the timeline potential that the Arena may not be available to host events for 60 to 75 days during the Summers of 2027

and 2028, when the bowl seating replacement is likely to be conducted. It is understood that RFP responses or any agreements with the successful Proposer or Proposers may change accordingly based on the final upgrade determination.

7.3 University of Louisville Agreement

Proposers are encouraged to become familiar with the terms of the University of Louisville tenant lease and its conditions including booking priority, suites and premium seating, sponsorships and other areas. A copy of the lease is included in the Data Room. The LAA and the University anticipate an addendum to the current lease agreement, based on the final upgrade determination for the Guest Experience Project.

The LAA and the University of Louisville have had discussions about collaborating on the sales of all premium experiences. While in the very preliminary stages of this process, we are exploring how a unified approach, which includes premium sales for all arena events (i.e., basketball, concerts, etc.), could benefit both parties. The current vision is for the guest to have a single point of contact for all events at the KFC Yum! Center as part of the overall sales effort, with a smooth handoff for other University events (i.e., football, etc.) The Authority is open to proposals that create scenarios benefiting all parties.

Proposers should also provide any experience working with NCAA Power Conference Universities and any creative examples in which they have worked together to increase revenue for both the facility and the University.

7.4 Quality Operations Standard

Successful Proposers for venue management, food and beverage services, sponsorship sales, and premium sales must meet the highest industry standards for comparable arenas, deliver a first-class guest experience, and comply with all applicable laws as well as standards set by the Occupational Safety and Health Administration (OSHA).

8. Proposer Submittals

Section 8 and its subsections of this RFP provide information and instructions for Proposers to submit company information. A single Proposer is required to submit information only once for requirements in this section and subsections even if the Proposer submits a response for more than one service category. For Proposal's that include more than one company, information for each company should be submitted.

8.1 Cover Page

Cover Page: Proposers should include a cover page that indicates the full name of the Proposer submitting the Proposal and shall bear the signature of a principal duly authorized to execute contracts. The name of each person signing the Proposal shall be typed or printed in ink below each signature. Electronic versions must contain a PDF file

of the signed cover page. The Proposal must be signed by an official authorized to bind the Proposer to its provisions.

Letter of Introduction: The letter of introduction should highlight or summarize whatever information the Proposer deems appropriate.

- Provide full and complete information relative to Proposer's ability and plan to deliver the Services requested in a manner consistent with the information provided in the RFP and the financial arrangements under which such services would be delivered.
- Exceptions requested, if any: Detail any specific areas of this RFP for which the Proposer is not prepared to assume responsibility if selected and/or any General Conditions language presented in the RFP which are not acceptable to Proposer.

8.2 Company Summary

Describe Proposer's company, ownership structure, primary business focus, and core service offerings.

Describe the location of headquarters of the submitting firm.

Provide the location of the regional office and the regional person that would serve LAA and KFC Yum! Center.

Identify any parent companies, affiliates, subsidiaries, strategic partners, submanagers, or joint venture partners that would participate in service delivery.

Provide evidence of financial stability, including company audited and certified financial statements for the past three fiscal years.

Describe Proposer's knowledge and experience in providing services required in this RFP.

Disclose any current or recent engagements that could create a conflict of interest or impair objectivity in serving the LAA.

Disclose any contracts terminated for cause, material litigation, regulatory action, or debarment/suspension matter within the past five years.

Provide at least three current clients. Include contact name, title, address, telephone number, and email address for each reference. Indicate the scope and scale of services provided and relevance to the KFC Yum! Center engagement.

Describe the amount and type of Corporate support the LAA should expect to receive.

8.3. Staff Resources

Proposers should include the below information for each of the services - Venue Management, Food and Beverage, Sponsorship Sales, and Premium Sales - they are responding for.

- Identify the proposed day-to-day onsite General Manager or lead manager for the KFC Yum! Center and describe their professional background and provide a resume or biography.
- Provide an organizational chart for all positions. For each key role only, include a brief description of responsibilities and minimum qualifications of the position.
- Describe staffing continuity plans, including how the Proposer will avoid disruption if key personnel change at the KFC Yum! Center.
- Describe the amount and type of Corporate support the onsite team and the LAA will receive.

8.4. Transition Plan

Provide a detailed transition plan for each of the four services - Venue Management, Food and Beverage, Sponsorship Sales, and Premium Sales – Proposer is responding for.

- Consider the sponsorship sales and premium sales efforts beginning earlier if there is a change from the current provider.
- Address the need for the food and beverage provider to be integrally involved with the implementation of the Guest Experience Project.
- Identify transition phases, milestones, dependencies, staffing requirements, technology requirements, data migration needs and any risk areas.
- Describe how the Proposer will coordinate with the current provider, University of Louisville (for premium sales), the LAA, event promoters (for Venue Management), sponsors (for Sponsorship Sales), Forward Associates (for food and beverage), key vendors, and other affected parties.
- Proposers that are the current Manager should, in lieu of a transition plan, provide a continuity and improvement plan describing how they will maintain uninterrupted operations, address any deficiencies in the current operating model, and implement the enhancements proposed in their response and anticipated with the Guest Experience Project. The continuity plan should address staffing, systems, contracts, financial controls, and any areas identified for improvement.
- Describe how the Proposer will protect business continuity, customer service, operations, financial controls, and data integrity during transition.
- Provide a proposed transition timeline and list of information needed from the LAA to implement the transition.

Responses should demonstrate the Proposer's ability to effectively plan and execute a structured transition, coordinate with key stakeholders, mitigate risks, and maintain uninterrupted operations, financial controls, and customer service; or, if the incumbent, outline a continuity and improvement plan that enhances current operations and addresses identified opportunities.

8.5 Cross Partner Integration

Proposers should describe how they would effectively work with other providers if different companies were selected for the services being offered. At a minimum this should include providing a quality guest experience; maximizing new sponsorship opportunities and creation of unified premium sales function; activation of new or upgraded bars, lounges, dining, and other premium clubs; new food and beverage vision; capital planning; staffing adjustments; and financial reporting.

9. Services Offered Information

The following sections describe the full scope of services for Venue Management, Food and Beverage, Sponsorship Sales, and Premium Sales and request each Proposer's detailed approach to fulfilling those responsibilities. Proposers shall organize their responses using the subsection headings provided and shall address each subsection in order. Items that are underlined in each subsection are considered crucial to the RFP response and require a mandatory response. Within each subsection, Proposers should address overall all enumerated items but are not required to respond bullet-by-bullet. Responses should be substantive and specific to the KFC Yum! Center, demonstrating application to the Arena's scale and operational complexity. The LAA seeks evidence that each Proposer understands the operational demands of the KFC Yum! Center, the requirements of the Guest Experience Project, and has a credible, specific plan to meet them.

10. Venue Management Part of the RFP

10.1 Scope of Work Requested

The LAA seeks to enter into a contract with a qualified and experienced firm to operate, maintain, grow, and promote the KFC Yum! Center. The Proposer must demonstrate proven experience managing comparable venues and the ability to successfully attract concerts, family shows, sporting events, community events and other events consistent with KFC Yum! Center capabilities. The arena manager will be expected to perform to the highest industry standards using creativity, experience and industry contacts and oversee the 30-year capital improvement plan and the Guest Experience Project, as well as future planning and execution in the best interest of the LAA. The arena manager shall act as the LAA's representative with respect to day-to-day management and operation of the KFC Yum! Center and shall operate the KFC Yum! Center entirely as an independent manager.

This scope of services does not include responsibility for food and beverage operations, sponsorship sales, and unified premium sales function, each of which are addressed separately. The arena manager will, however, be responsible for administering and overseeing any food and beverage services, sponsorship sales, and premium sales contracts executed by the LAA during the term of the Agreement. In addition, the Proposer may bid on multiple or all of these opportunities as an integrated offering.

This scope of services does not include parking. All adjacent parking is controlled by outside entities, and no parking revenue should be assumed. However, LAA would be open to exploring technology partnerships and innovative solutions that could enhance the guest arrival, parking, and overall event experience.

10.1.1 Scope of Services and Proposed Approach

The LAA intends the successful Proposer to operate a high-quality, state-of-the-art event facility that is competitive in the industry and attracts diverse events.

It is the LAA's intention that the KFC Yum! Center be operated in a professional and fiscally responsible manner consistent with best industry practices and all applicable laws and ordinances.

Operating objectives include contracting with a manager that operates the KFC Yum! Center providing quality customer service, innovative marketing efforts and facility maintenance and upkeep, while working to maximize event activity and operating efficiently.

The LAA seeks proposals that include a meaningful capital investment commitment in addition to those currently contemplated by the LAA; one that reflects the long-term potential of the KFC Yum! Center as a premier venue. The LAA is looking for a partner with the vision and resources to invest in the KFC Yum! Center's future accordingly. Proposers are encouraged to think ambitiously about capital improvements that will enhance the KFC Yum! Center's competitive position, expand revenue opportunities, and support the Guest Experience Project for years to come. Proposers are welcome to make recommendations for capital investment uses, but the final decision on where to use funds will be the LAA's.

Proposers should include the proposed financial arrangement and/or fee structure for providing the services. This may include fixed fees, variable fees, commissions payable to the Proposer, revenue sharing, guarantee payments to the LAA and any proposed assumption of financial risk in operations. Proposers may propose creative approaches, provided they are clear, fully described, and commercially reasonable.

The KFC Yum! Center includes a number of large function rooms on its various levels. The LAA is seeking Proposers to provide creative ideas to maximize use and revenue generation of these spaces both concurrent with events and during non-event hours based on the designs in the Forward documentation.

Describe Proposer's business philosophy and provide data demonstrating previous success with services comparable to those requested in this RFP.

Describe Proposer's experience managing arenas, premium spaces, tenant relations and why that experience positions your firm to succeed at the KFC Yum! Center.

Describe Proposer's proposed event booking and programming strategy.

Identify the mix of local, regional, national, civic, community, entertainment, sports, and corporate events you would target.

Provide information on any national promoter agreements the Proposer may have.

Highlight any strategic or unique relationships with national or local promoters that could help to increase bookings.

Describe Proposer's approach to revenue enhancement and cost management, including best practices and initiatives you would implement at KFC Yum! Center.

Describe Proposer's approach to KPIs and performance incentive structures, with emphasis on net operating performance, revenue growth, customer satisfaction, event volume, facility condition, safety and community engagement.

Describe Proposer's approach to communication and means and frequency of reporting to the LAA.

10.2 Management

The Venue Manager shall be responsible for managing the daily operations of the KFC Yum! Center in the most efficient and profitable manner. At a minimum, this includes, but is not limited to the following operational functions:

- Event booking
- Groundskeeping and grounds maintenance
- Building systems and physical plant maintenance
- Security coordination
- Custodial services
- Labor relations
- Marketing and promotional activities
- Event setup and teardown
- Event coordination and supervision
- Event services and guest experience
- Staff scheduling
- Box office and ticketing operations
- Website maintenance and digital presence
- Visible member of business / tourism community

In fulfilling these responsibilities, the Venue Manager shall:

Maintain the KFC Yum! Center in a first-class, safe, and sanitary condition at all times. Develop and implement management and operational standards governing quality of services, maintenance, and physical appearance of all KFC Yum! Center areas (both interior and exterior) so as to provide a first-class entertainment and customer service experience for all guests and clients.

Manage and operate the KFC Yum! Center in accordance with policies approved by the LAA, at all times in the public interest and in accordance with the highest professional and ethical standards.

Manage all day-to-day functions and operations of the KFC Yum! Center as an independent Manager, acting as LAA's representative with respect to day-to-day management. The Venue Manager has the responsibility for all operational revenues and expenses.

Establish, maintain, and adjust pricing for all commercial users of the KFC Yum! Center, including rates for event rentals, services, equipment, labor, and other operational charges. These rates shall be market competitive and aligned with comparable public assembly facilities. Nothing in this Agreement shall be construed to grant the LAA operational control over commercial pricing.

Transparency and Annual Review: The Manager shall provide the LAA with a current pricing schedule annually for informational and oversight purposes. This submission does not constitute operational approval, nor shall it be interpreted as LAA directing pricing decisions for commercial users.

Attend any LAA regularly scheduled board meeting and other LAA committee meetings as requested and provide the LAA with monthly reports.

Work with LAA in developing a standard license agreement. LAA shall determine insurance requirements applicable to licensees.

Negotiate and administer all facility contracts including, but not limited to services, events, tenants, and equipment. Any contract between the Venue Manager and an affiliated entity shall be considered a Material Contract and subject to LAA approval and must be generally consistent with agreements at comparable facilities, reflect market conditions, and be on terms customarily charged for comparable goods and services.

In procurement situations that, in the LAA's opinion, create a potential conflict of interest for the Venue Manager, the LAA may directly negotiate the procurement solely to ensure compliance with LAA policies and to protect the LAA's interests.

Perform KFC Yum! Center information technology functions and maintain systems in state-of-the-industry condition, including PCI-compliant modern venue management platforms, secure and supported hardware, and current software versions consistent with practices at comparable facilities. Any IT equipment purchased by the Venue Manager for use at the KFC Yum! Center that is permanently installed, integrated into the facility, or affixed to LAA property shall become the property of the LAA at the end of the Agreement, except for mobile devices, laptops, or proprietary systems hosted offsite by the Venue Manager.

Establish an effective system of communication that encourages linkages and collaborative efforts between the KFC Yum! Center and other related industry segments.

Return the KFC Yum! Center and all Furniture, Fixtures and Equipment (FF&E) to LAA in the same condition and quantity in which they were provided, except for normal wear and tear, at the conclusion of the Agreement term.

Abide by all applicable local, county, state, and federal laws pertaining to its operations and secure all licenses and permits necessary for operation of the KFC Yum! Center.

The successful Proposer shall be responsible for, and pay all federal, county, city and state taxes arising as a result of the Management Agreement, including those levied against the LAA.

Maintain an electronic building information management system that tracks building maintenance, and lifecycle costs.

Comply with the LAA brand standards, public records requirements, confidentiality requirements, data security requirements, and all applicable federal, state, and local laws.

Provide such additional advice and assistance in relation to the operation, management, maintenance, and supervision of the KFC Yum! Center as the LAA may reasonably require.

Responses should clearly demonstrate how the Proposer will deliver daily operations, maximize revenue and utilization, maintain exceptional facility conditions, and provide outstanding guest experiences, while operating as an independent Manager aligned with the LAA's policies, community commitments, and oversight expectations.

10.3 Accounting and Finance

As part of the response, include an annual operating budget for ten (10) years with all supporting statements for revenue and expense line items in managing the KFC Yum! Center and provide the LAA with a summary including key assumptions for oversight purposes.

Responses should demonstrate the Proposer's ability to maintain accurate and transparent financial records, develop and manage operating annual budgets, deliver comprehensive and timely reporting, support audit requirements, and ensure strong financial oversight and accountability while operating independently of LAA's financial structure.

Participate in annual strategic planning and performance review meetings with LAA and KFC Yum! Center leadership.

Participate in regularly scheduled and special-called LAA Finance Committee meetings.

Process invoices and write checks for LAA expenses, as well as transferring funds to / from bank and investment accounts as required by LAA bond covenants.

Establish a system of internal controls to provide reasonable assurance that the KFC Yum! Center's resources are used in an effective and efficient manner.

Keep full and accurate accounting records relating to its activities at the KFC Yum! Center in accordance with generally accepted accounting principles.

Provide monthly financial reports, in a manner directed by the LAA that may include, but are not limited to, an event and financial analysis comparing budget to actual amounts and corresponding explanations of positive or negative variances, a list of upcoming

events, P&L by event, monthly facility P&L, cash flow statement, fiscal year-end and rolling 12-month forecast, capital project tracker, commission calculation detail and supporting documentation, operating and maintenance issues/concerns, and any other appropriate information as requested by the LAA.

Prepare and distribute event settlement reports in a manner directed by the LAA following each event, detailing gross revenues, deductions, commissions, and net amounts.

Prepare year-end settlement reports between venue and the LAA and between the venue, the University, and the LAA.

Administer payroll for all persons employed by the Venue Manager at the KFC Yum! Center.

Support LAA audit rights, including access to relevant books, records, reports, transaction data, and supporting documentation. The Venue Manager should expect that LAA will require an annual audit.

10.4 Sales and Marketing

Develop and implement an event booking and programming strategy, schedule events, negotiate contracts, and confirm event bookings across entertainment, sporting, corporate, civic, and community categories.

Develop and implement a detailed, ongoing marketing, promotions and public relations plan.

Develop and implement a customer service program.

Work with other organizations to support and increase downtown activity.

Periodically conduct market research to include customer satisfaction surveys of tenants, guests and clients and report those results to the LAA on an annual basis.

Coordinate event information with “box office” and the designated ticketing services provider.

Create promotional materials, floor plans, maps and other facility-related marketing materials.

Develop rental agreements and event-related service forms, subject to LAA approval.

Develop and continually maintain the KFC Yum! Center's digital presence, including the KFC Yum! Center website, social media accounts, email marketing, dynamic calendar feed for adding university sporting events and concerts directly to a personal digital calendar of our guests, and digital advertising, in a manner consistent with LAA brand standards and designed to drive event awareness, ticket sales, and community engagement.

Coordinate group sales outreach and assist the Premium Sales Manager with fulfillment, and client relationship functions for premium experiences.

Responses should demonstrate the Proposer's ability to attract and program a diverse mix of events, maximize ticket sales and attendance, maintain strong relationships with promoters and community partners, deliver high-quality marketing and digital presence, and ensure exceptional customer service and guest experiences aligned with LAA brand standards.

10.5 Maintenance and Repair

The Venue Manager shall be responsible for preventative maintenance, general maintenance and repair of the Arena facilities under the Management Agreement. The interior, exterior, and infrastructure of the physical facility and grounds will be maintained by the Venue Manager.

The Venue Manager shall also be responsible for providing the LAA with annual reports and informing the LAA of degraded conditions beyond ordinary wear and tear.

The Venue Manager must develop and annually update a rolling five-year capital improvement plan (CIP) in conjunction with the Arena's 30-year CIP, and a plan for major repairs & maintenance (R&M) activities for the KFC Yum! Center. The CIP and R&M plans must be provided to the LAA as necessary and within LAA-required timeframe.

The Venue Manager is further responsible for taking all actions necessary to maintain the validity of all warranties and for ensuring that repairs to any part of the KFC Yum! Center or FF&E which are under warranty are accomplished under the warranty. The Venue Manager must maintain a neat and orderly operation at all times, and be responsible for, or oversee, vendor contracts pertaining to the necessary housekeeping and groundskeeping services to properly maintain the KFC Yum! Center.

10.6 Revenue Enhancement Plan

Proposer shall include a ten (10) year Revenue Enhancement Plan in addition to the Guest Experience Project plans. This plan should identify practical, revenue-focused opportunities to improve the KFC Yum! Center's long-term performance, event competitiveness, and community value. For each opportunity, describe the anticipated revenue impact, operating expense impact, payback logic, potential funding sources, and proposer's investment, cost-sharing, or performance-based funding model.

10.7 Guest Experience and Commercial Activation

Actively support and implement the vision of the Guest Experience Project.

Collaborate with the Guest Experience Project Team for a smooth implementation that includes raising the level of guest satisfaction, dwell time, premium hospitality, wayfinding, and event-day experiences across the venue complex.

11. Food and Beverage Part of the RFP

11.1 Introduction and Background Information

This section describes the full scope of services the LAA expects the Food and Beverage Operator to provide and requests the Proposer's detailed approach to fulfilling those responsibilities. The Food and Beverage operator will also be responsible for management of the arena retail store event merchandise. This will include a new retail store that is part of the Guest Experience Project.

Responses should be substantive and specific to the KFC Yum! Center. The LAA is looking for evidence that the Proposer understands the operational demands of the KFC Yum! Center overall and the Guest Experience Project in particular and has a credible and specific plan to meet them and brings relevant experience that directly informs that plan.

This scope of services does not include responsibility for venue management, sponsorship sales or premium sales, each of which is addressed separately. The Proposer may bid on multiple or all of these opportunities as an integrated offering.

The LAA further seeks proposals that include a meaningful capital investment commitment by the Food and Beverage operator that supports the Guest Experience Project; and that reflects the long-term potential of the KFC Yum! Center as a premier venue. The LAA is looking for a partner with the vision and resources to invest in the KFC Yum! Center future, accordingly, recognizes the commitment the LAA is making to capital improvements. Proposer is welcome to make recommendations for investments related to concourse and GA, 365 day activation, as well as Spirit Room and Plaza usage. Other investment considerations include replacement of existing kitchen equipment based on condition vs requirements for a materially different kitchen, pantry, and concession infrastructure due to the redevelopment. Final decisions on where to use funds will be the LAA's. The selected Food and Beverage Operator will be required to work collaboratively with the LAA and its appointed Guest Experience Project team, including Forward Associates, the owner's representative, the construction manager, architect of record and specialist foodservice consultants, to develop and implement the approved food and beverage vision. The Operator's service models, menus, equipment, technology, capital investment, staffing, operational procedures and guest-facing touchpoints shall support the approved guest experience, product tiering, branding and design intent. The Operator shall provide timely operational and technical input throughout design development, construction, commissioning and opening, and shall not make material changes that conflict with the approved Guest Experience Project without LAA approval.

The selected Food and Beverage Operator will be required to have an active participation in the design, development and equipment coordination for the Guest Experience Project. This will include a senior operator/design lead to attend design workshops, supply equipment/utility/storage/service requirements, review bar and pantry layouts, support equipment selection and respond within agreed design periods.

The selected Food and Beverage Operator will be required to support phased opening, commissioning, menu testing, staff training and temporary operating arrangements as the renovation program is delivered,

Proposers must include the proposed financial arrangement and/or fee structure for providing the services. This may include fixed fees, variable fees, commissions payable to the Proposer, revenue sharing, guarantee payments to the LAA, and any proposed assumption of financial risk in operations. Proposers may propose creative approaches, provided they are clear, fully described, and commercially reasonable.

In addition to the operational detail requested throughout this section, the LAA asks Proposers to address the following higher-level questions about their strategic approach and fit:

Describe your philosophy for delivering food and beverage services at a multi-use public assembly facility, and how that philosophy applies to the KFC Yum! Center and its mix of Arena events.

Describe your experience managing food and beverage operations and merchandise and retail sales at arenas or venues of comparable size, event volume, and operational complexity, especially any with NCAA Power Conference university teams, whether they are campus-based or not, and why that experience positions you to succeed at the KFC Yum! Center.

Describe your proposed operating model for KFC Yum! Center, including staffing, management, purchasing, inventory control, menu development, event planning, catering coordination, premium hospitality, and event-day execution.

Describe your approach to revenue enhancement for sports and entertainment events, including menu development, pricing strategy, alcohol revenue optimization, and improvement in per-capita spending.

Describe your approach to revenue enhancement for catering sales growth.

Describe your sustainability philosophy, including local sourcing, waste reduction, composting, and recycling practices you would implement at the KFC Yum! Center.

11.2 Scope of Work Requested

The Food and Beverage Operator will have the exclusive right to manage all event and catering food and beverage services at the KFC Yum! Center. The Operator shall act as an independent Manager in operating the food and beverage services reporting to the Venue manager.

The Operator will be responsible for all concession sales, catering, bar operations, premium hospitality and any vending or grab-and-go services and the sales of all conference and catering spaces as included in the final agreement

The Operator will also be responsible for all merchandise functions including overseeing the newly planned Team Store as well as event merchandise to include ordering,

storing, and sales as well as all financial functions including event and monthly financial reporting, show commission rate negotiations and settlements and any settlements or reconciliation needed with the University.

The LAA may request the food and beverage operator to engage in local restaurant collaborations, chef residencies, sponsor-led concepts, pop-ups, specialist third-party operators or future 365-day concepts where they form part of the approved Guest Experience Project.

11.2.1 Exclusivity and Scope Boundaries

Food and beverage service is defined as the preparation and serving of food and non-alcoholic and alcoholic beverages at a per-plate, per-person, or per-order charge, regardless of event type, including concerts, sports events, family shows, banquets, meetings, conferences, trade shows, and all other facility uses.

11.3 Accounting and Finance

As part of the response, include an annual operating budget for ten (10) years with all supporting statements for revenue and expense items in managing the Food and Beverage for the KFC Yum! Center and provide the LAA with a summary including key assumptions for oversight purposes. The budget should include all upgrades as part of the Guest Experience Project including the different levels of offerings for general admission and premium food and beverage service. Proposers should include for premium food and beverage spaces, indicative menus, service models, staffing ratios and cost per guest / service charge assumptions, including escalation over the contract term.

All operating financial activity shall be maintained on the Food and Beverage Manager's financial statements.

Provide monthly financial reports, in a manner directed by the LAA that may include, but are not limited to, an event and financial analysis comparing budget to actual amounts and corresponding explanations of positive or negative variances, a list of upcoming events, P&L by event, monthly facility P&L, cash flow statement, annual and rolling 12-month forecast, capital project tracker, commission calculation detail and supporting documentation, operating and maintenance issues/concerns, and any other appropriate information as requested by the LAA.

The monthly financial reports should also include guest-experience KPIs, transaction/service time reports, queue performance, Point of Sale uptime, stock-outs, product availability and guest satisfaction information.

Prepare and distribute event settlement reports in a manner directed by the LAA following each event, detailing gross revenues, deductions, commissions, and net amounts.

Participate in annual strategic planning and performance review meetings with LAA and KFC Yum! Center leadership.

Establish a system of internal controls to provide reasonable assurance that the KFC Yum! Center's resources are used in an effective and efficient manner.

Keep full and accurate accounting records relating to its activities at the KFC Yum! Center in accordance with generally accepted accounting principles.

Administer payroll for all persons employed by the Food and Beverage Manager at the KFC Yum! Center.

Support LAA audit rights, including access to relevant books, records, reports, transaction data, and supporting documentation. The Food and Beverage Manager should expect that the LAA will require an annual audit.

Responses should demonstrate the Proposer's ability to maintain accurate and transparent financial records, develop and manage annual operating budgets, deliver comprehensive and timely reporting, support audit requirements, and ensure strong financial oversight and accountability while operating independently of the LAA's financial structure.

11.4 Revenue Enhancement Plan

Proposer shall include a ten (10) year Revenue Enhancement Plan across the food and beverage areas in addition to the plans included in the LAA's Guest Experience Project. This plan should identify practical, revenue-focused opportunities to improve the KFC Yum! Center's long-term performance, guest experience, event competitiveness, and community value.

11.4.1 Capital Prioritization

The LAA's capital prioritization is the Guest Experience Project. Proposers are welcome to identify which elements of the approved Guest Experience Project they would fund plus provide other ideas on capital improvements, but they should complement those already outlined in the Guest Experience Project.

11.5 Technology, Point-of-Sale, and Data

KFC Yum! Center operates in a cashless environment.

Deploy and maintain a modern, cloud-based point-of-sale system across all concession stands, bars, kiosks, grab and go locations, portable carts, catering operations, and merchandise store. Systems must accept credit and debit cards, support contactless and mobile payment, and maintain offline functionality in the event of connectivity loss.

Integrate POS systems with KFC Yum! Center accounting systems, and financial reporting infrastructure as required by the LAA. Proposers should describe their proposed integration approach and any known compatibility considerations.

Provide mobile ordering capability for arena events where operationally appropriate.

Ensure the LAA owns or has full and unrestricted access to all food and beverage sales data, event data, customer data, inventory data, and reporting data generated through operations at KFC Yum! Center. This access shall survive termination of the agreement.

Maintain industry-standard data security practices, PCI compliance, and privacy controls across all systems and locations. Submit to a technology and security review by the LAA as a condition of contract execution.

Maintain cybersecurity insurance in amounts to be specified by the LAA legal, procurement, and information technology prior to contract issuance.

Describe your proposed approach to inventory management systems, including how purchasing, receiving, waste tracking, and reconciliation are managed across multiple locations and event types.

At agreement termination, transfer all system access, sales data, customer data, and reporting history to the LAA or its designee in a mutually agreed format.

Describe Proposer's POS platform, system integrations, mobile ordering, and inventory management approach.

Confirm compliance with connectivity, data access/ownership, security (including PCI), and reporting requirements.

Confirm the ability to meet cybersecurity and insurance requirements, participate in LAA's technology review, and fully transfer all data and system access to the LAA upon contract termination.

11.6 Concessions and Bar Operations

As the naming rights partner, the agreement with Yum! Brands provides for multiple concession stands for Taco Bell and KFC. These food categories are exclusive to Yum! Brands, although exceptions can be made in certain instances. The Food and Beverage Operator is required to have a franchise agreement with both KFC and Taco Bell. The current ones expire 6/30/27. Since the recent divestiture of Pizza Hut by Yum! Brands, there is consideration for a pizza provider after the current franchise agreement expiration on 6/30/27.

Describe Proposer's approach to operating all concession locations across venue and event types, including staffing, menu and pricing strategy, service speed and queue management, alcohol compliance, local partnerships, vending, signage, sales tax capture and reporting, and tipping compliance (including in premium spaces),

Proposers should describe how service changes between general admission, upgraded general admission, clubs, suites and higher premium tiers and between basketball, concerts and other event modes.

Confirm the ability to meet all operational requirements, maintain continuity, and transfer applicable licenses at contract termination.

Operate all permanent and portable concession stands, bars, kiosks, and carts during events, ensuring coverage and staffing calibrated to each event's attendance profile, venue configuration, and service requirements.

Maintain convenient and accessible points-of-sale placed based on each event's requirements.

Develop and maintain menus and pricing appropriate to the event type. Proposers shall provide sample menus and pricing by product tier and operating mode as part of their proposal response.

Describe how menu development / offerings will reflect foods unique to Kentucky and Louisville's reputation as a foodie town.

Describe how you might use local chefs, restaurants, producers and collaborative/residency concepts; rotating/seasonal activations; Kentucky craftmanship; and bourbon expressed through hospitality, tastings, service, and storytelling as appropriate.

Describe speed of service standards, queue management practices, and event-day execution protocols, including how staffing levels, stand assignments, and product mix are adjusted based on event type and expected attendance.

Provide any employee manual or employee training programs or plans.

Manage all alcoholic beverage service in compliance with applicable Kentucky law, including staff training, carding procedures, inventory controls, responsible service practices, and liquor liability requirements. The decision to serve or refuse alcoholic beverages to any individual shall be the sole responsibility of the food and beverage operator.

Describe proposed local and regional food and beverage partnerships, including how local vendors may be incorporated into menus and operations without compromising service quality, speed, health code compliance, or financial controls.

Ensure that employees do not solicit or accept tips except in cash bar environments, and that no tip jars are placed in view of guests, no salting of bar tops occurs, and no tips remain on bar tops or trays.

Post and display all menu items and prices at all permanent and portable stands. All signage must be consistent with KFC Yum! Center graphics and brand standards. Hand-written signs are not permitted.

Provide vending machine services in designated employee and locker room areas as directed by the LAA.

11.6.1 Catering Operations

Provide full-service catering for all events requiring pre-arranged food and beverage functions, including banquets, receptions, corporate events, meetings, trade shows, graduation ceremonies, premium hospitality, suites and club areas, and other facility uses.

Describe your approach to catering sales, including how you would grow catering revenue at KFC Yum! Center through proactive outreach, event and meeting planner relationships, menu development, and upselling of premium hospitality options (as called for in the Guest Experience Food and Beverage vision).

Describe Proposer's approach to full-service catering across all event types, including but not limited to, sales strategy, event setup, service standards, menu development, service ware, marketing, and at cost services for the LAA.

The KFC Yum! Center includes a number of conference rooms, lounges and meeting rooms of various sizes on all levels of the Arena. A number of these spaces, but not all, are listed above in 1.2 KFC Yum! Center description. The LAA is seeking Proposers to provide creative ideas to maximize use and food and beverage revenue generation of these spaces both concurrent with events and during non-event hours. The food and beverage manager will be responsible for selling these spaces.

Maintain printed catering menus utilizing the current and future LAA-approved venue, space, brand, theming and design standards.

Provide food and beverage service for LAA in-house activities at cost (defined as cost of product and labor to prepare and serve).

On an annual basis, provide the LAA with a written catering and marketing sales program including financial and operational goals, methods for attaining each goal, and actual results versus plan from the prior agreement year.

No off-site or subcontracted catering sales are permitted at the Arena unless expressly approved by the LAA in writing.

Confirm Proposer's ability to meet or exceed the operational requirements, exclusive onsite catering, provide annual sales plans, and ensure seamless transition of contracts and deposits upon termination.

11.7 Quality Standards and Product

Operate all food service in a manner consistent with standards employed by a first -class public assembly facility. All food and beverages shall be of the highest standard of quality and purity, appropriately prepared and served and receive a Board of Health Grade A rating.

Ensure all foods, drinks, and beverages conform to applicable federal, state, and local food safety laws, ordinances, and regulations. No imitation, adulterated, or misbranded articles shall be sold, and all products shall be stored and handled with due regard for sanitation. Leftover perishable product shall not be sold at any time.

Describe your approach to food quality assurance, including staff training protocols, product consistency standards, temperature and handling controls, and how quality is maintained across high-volume event-day operations.

Identify and utilize local products and vendors throughout the KFC Yum! Center whenever appropriate, including a target percentage of fresh produce grown in Kentucky and Kentucky Proud vendors / products.

Develop and implement a sustainability plan, including participation in recycling, composting, and waste reduction programs. Operator is encouraged to work with local nonprofit organizations, including food banks, to reduce product waste.

Describe Proposer's approach to ensuring high quality, safe, and compliant operations, including but not limited to, product selection, staff training, consistency standards, and high-volume execution.

Describe Proposers approach and commitment to using "Non-profits" in certain areas of the food and beverage operation.

Confirm Proposer's ability to meet or exceed all requirements, incorporate local sourcing, and implement sustainability and waste reduction practices that align with LAA expectations.

11.8 Staffing and Personnel

Employ all necessary personnel to conduct food service operations. All food service employees shall be employees of the Operator, not the LAA. The Operator shall at all times be an independent Manager; the agreement shall not create a partnership or joint venture with the LAA.

Maintain accurate records of employees and legal working status. Upon request, the Operator shall immediately dismiss from the Arena any employee deemed unsuitable by the LAA. Any employee so dismissed shall not be reemployed at the Arena without prior written consent of the LAA.

Ensure on-site management has no job-related responsibilities at other venues and maintains a full -time employee status at KFC Yum! Center

Ensure all employees are always neatly and cleanly uniformed, meeting grooming and appearance standards prescribed for such employees. Uniforms shall be provided and maintained by the Operator as a direct operating cost.

Confirm Proposer's ability to meet all operational requirements, dedicated on-site leadership, and comply with LAA direction regarding personnel.

11.9 Sanitation and Equipment Maintenance

Maintain all assigned areas of the KFC Yum! Center (including concession stands, kitchens, dock areas, bars, buffets, pantries, storage, and prep areas) in a clean, sanitary, and orderly condition, including the space within each area, in accordance with all applicable laws and regulations.

Provide licensed pest control for each assigned area.

Maintain all grease traps, exhaust hoods, exhaust ductwork, and roof fans and ensure regularly scheduled cleaning of same, as a direct operating cost.

Maintain par levels of all equipment, leasehold improvements, uniforms, and smallwares.

Maintain all equipment, leasehold improvements, uniforms, rolling stock, and smallwares in good repair, including maintenance, repair, or replacement due to ordinary wear and tear as a direct operating cost.

If replacement is due to theft, vandalism, unusual wear, neglect, or negligence by the Operator, the Operator shall pay for such replacement, which shall not be treated as a direct operating cost.

Develop and implement a preventive maintenance plan for all food service equipment and assigned areas.

Conduct an annual food and beverage equipment inventory at the end of each agreement year, documenting damaged or missing equipment and identifying any equipment that has met the end of its useful life.

Describe Proposer's approach to maintaining a clean, safe, and compliant facility, including but not limited to, sanitation practices, pest control, equipment, equipment maintenance, equipment replacement, preventive maintenance planning, and inventory management.

Confirm the Proposer's ability to meet all maintenance, repair, and cost responsibility required outlined in this RFP Administrative Document.

11.10 Utilities and Arena Responsibilities

Utilize prudent energy management in all foodservice operations.

Be responsible for transporting trash and garbage from all food service areas to designated dumpster or recycling areas.

Maintain sewer lines serving foodservice areas. Take all precautionary measures to prevent grease from being discharged into sewers.

The cost to repair or replace any utility service or lines due to the food service operator's negligence shall be the operator's sole expense and shall not be charged as a direct operating cost.

The LAA shall not be liable for failure to furnish utility services caused by events beyond its reasonable control, including strikes, acts of God, equipment failure, or government action, nor for any consequential economic or property loss arising from such occurrences.

The LAA shall not be responsible for goods, merchandise, or equipment stored at the Arena, nor for damage resulting from power failure, flood, fire, explosion, or similar causes.

Confirm Proposer's ability to meet or exceed all requirements related to energy, sanitation, cost responsibility for damages, and adherence with facility use and liability outlined in this section of the RFP administrative document.

12. Sponsorship Sales Part of the RFP

12.1 Introduction and Background Information

This section describes the full scope of sponsorship sales services LAA expects the Proposer to provide and requests the Proposer's detailed approach to fulfilling those responsibilities.

Proposers shall organize their response using the subsection headings provided, addressing each subsection in order.

This scope of services does not include responsibility for venue management and food and beverage operations, each of which are addressed separately. The Proposer may bid on multiple or all of these opportunities as an integrated offering.

12.2 KFC Yum! Center Sponsorship Data

A current sponsorship asset inventory, existing partner agreements, revenue history, and event data for the KFC Yum! Center will be included in the data room for this RFP.

12.3 Goals and Objectives

The LAA seeks to enter into a long-term agreement with a qualified and experienced sponsorship sales, activation, and account management firm to develop and manage a comprehensive, integrated sponsorship program across KFC Yum! Center. The LAA's goals are to maximize revenue, protect and enhance the KFC Yum! Center and its brands, maintain public mission alignment, and build long-term sponsor relationships.

The LAA further seeks proposals that include a meaningful capital commitment by the Sponsorship Sales Manager; one that reflects the long-term potential of the KFC Yum! Center as a premier venue. The LAA is looking for a partner with the vision and resources to invest in the KFC Yum! Center future according to the vision set forth in the Guest Experience Project. Proposers are encouraged to think ambitiously about

improvements that will enhance the KFC Yum! Center's competitive position, expand revenue opportunities, and elevate the sponsor and guest experience for years to come, but final decision on where to use funds will be the LAA's.

Include the proposed financial arrangement and/or fee structure for providing the services. This may include guarantees, fixed fees, variable fees, commissions payable to the Proposer, revenue sharing, guarantee payments to the LAA, and any proposed assumption of financial risk in operations.

Proposers may propose creative approaches, provided they are clear, fully described, and commercially reasonable.

In addition to the operational detail requested throughout this section, the LAA asks Proposers to address the following higher-level questions about their strategic approach.

Describe your philosophy for managing sponsorship sales and how you balance revenue maximization with brand protection, mission alignment, and governance requirements.

Describe your experience selling sponsorships for venues comparable to KFC Yum! Center and why that experience positions you to succeed in this engagement.

Describe how you would work with the venue management company, food and beverage operator and the University of Louisville to maximize assets and revenue. Provide example where you have done this at other venues.

Describe how you would structure and sequence a go-to-market strategy that captures value using the venue commercial assets.

Describe your proposed compensation model and explain how it aligns your financial incentives with the LAA's interest in maximizing net new sponsorship revenue while protecting existing partner relationships.

Describe your experience integrating third-party strategy or valuation work (such as a sponsorship audit or asset valuation report) into your execution approach, including how you would build on existing analysis rather than duplicating it.

12.4 Scope of Work Requested

The Sponsorship Sales manager will serve as KFC Yum! Center exclusive agent for sponsorship sales, activation, fulfillment, and account management across designated KFC Yum! Center venue assets subject to the LAA's approval rights, brand standards, governance requirements, and mission alignment obligations as described throughout this section. The Sponsorship Sales manager shall act as an independent Manager at all times; nothing in the agreement shall create a partnership, joint venture, or employment relationship with the LAA.

The LAA shall retain final approval over all sponsors, sponsor categories, creative materials, activation plans, contract terms, use of LAA and KFC Yum! Center marks, fulfillment commitments, and revenue allocation decisions. The Manager's role is to originate, develop, and manage sponsorship relationships for the KFC Yum! Center.

12.5 Accounting and Finance

As part of the response, include an annual operating budget for ten (10) years with all supporting statements for revenue and expense items in managing Sponsorship Sales for the KFC Yum! Center and provide the LAA with a summary including key assumptions for oversight purposes.

Participate in annual strategic planning and performance review meetings with the LAA and KFC Yum! Center leadership.

Maintain all operating financial activity on the Sponsorship Sales Manager's financial statements. The LAA shall receive monthly summary reports for oversight.

Establish a system of internal controls to provide reasonable assurance that the KFC Yum! Center's resources are used in an effective and efficient manner.

Keep full and accurate accounting records relating to its activities at the KFC Yum! Center in accordance with generally accepted accounting principles.

Provide monthly financial reports to the LAA that include, but are not limited to, financial analysis comparing budget to actual amounts and corresponding explanations of positive or negative variances, annual and rolling 12-month forecast, capital project tracker, commission calculation detail and supporting documentation, operating and maintenance issues/concerns, and any other appropriate information as requested by the LAA.

Administer payroll for all persons employed by the Sponsorship Sales Manager at the KFC Yum! Center.

Support LAA audit rights, including access to relevant books, records, reports, transaction data, and supporting documentation. The Sponsorship Sales Manager should expect that the LAA will require an annual audit.

Responses should demonstrate the Proposer's ability to maintain accurate and transparent financial records, develop and manage operating annual budgets, deliver comprehensive and timely reporting, support audit requirements, and ensure strong financial oversight and accountability while operating independently of LAA's financial structure.

12.5.1 Reporting, Data, and Performance Management

Provide quarterly written reports to the LAA in a format approved by the LAA, including pipeline status, new deals executed, revenue recognized, fulfillment updates, commission due for the month, account management activity, and issues or risks.

Maintain a pipeline tracking system accessible to the LAA, providing visibility into prospect status, deal stage, projected close dates, revenue forecasts and overall aging report inclusive of all sponsorships.

Provide LAA with full access to all underlying data, reports, dashboards, work papers, and other information generated in connection with this contract, including sponsor contact data, contract terms, activation records, and performance metrics. This access shall survive termination of the agreement.

Support LAA audit rights, including access to relevant books, records, transaction data, commission calculations, and supporting documentation at any time during the agreement term.

Participate in annual strategic planning and performance review meetings with the LAA and KFC Yum! Center leadership, presenting accomplishments, risks, renewal pipeline, and priorities for the following year.

Provide an annual performance summary no later than 30 days following the end of each agreement year, including total revenue generated, commissions earned, sponsor satisfaction feedback, fulfillment completion rates, and recommendations for the following year.

Comply with LAA brand standards, public records requirements, confidentiality requirements, data security requirements, and all applicable federal, state, and local laws.

Describe a clear and transparent approach to reporting and performance management, including tracking of pipeline activity, revenue, and fulfillment progress. Responses should outline systems for data access and visibility, support for audit requirements, and delivery of regular reports and annual summaries.

Explain how Proposer will participate in strategic planning and ensure compliance with LAA standards, data security, and applicable regulations.

12.6 Revenue Enhancement Plan

Proposer shall include a ten (10) year Revenue Enhancement Plan that, in addition to the Guest Experience Project plans, identifies practical, revenue-focused opportunities to improve the KFC Yum! Center's long-term performance, revenue generation, sponsor and guest experience.

12.6.1 Venue Revenue Enhancement Opportunities

Provide recommendations for Venue upgrades, in addition to the Guest Experience Project plans that the LAA is considering, that could improve sponsor and guest amenities and the ability to attract greater revenue generation and a broader mix of sponsors.

12.6.2 Sales Strategy and Revenue Generation

Develop and maintain a comprehensive go-to-market strategy for the KFC Yum! Center sponsorship program, including target category identification, prospect development,

outreach sequencing, pitch development, pricing approach, and negotiation strategy. The go-to-market strategy shall be submitted to the LAA for approval and updated annually.

Develop and maintain a sponsorship asset inventory, valuation model, and rate card for all eligible KFC Yum! Center assets, building on any existing inventory or valuation work previously completed. The asset inventory and rate card shall be owned by the LAA and updated at least annually.

Develop sales collateral, sponsorship decks, category packages, and activation proposals consistent with the LAA and KFC Yum! Center brand standards, subject to LAA approval prior to external use.

Collaborate with the University's Sponsorship Partner / Manager to understand the existing sponsorships that they have contracted for basketball. Determine the potential synergies or how the agreements may be amended.

Conduct proactive outreach to prospective sponsors across target categories, including national, regional, and local brands with strategic alignment to KFC Yum! Center events.

Lead sponsor negotiations for KFC Yum! Center sponsorships on the LAA's behalf, with all material terms including revenue commitment, contract duration, exclusivity, activation rights, use of marks, and fulfillment obligations subject to the LAA written approval before execution.

Provide revenue forecasting, pipeline reporting, and deal tracking on a monthly basis, in a format approved by the LAA.

For this RFP response, provide a preliminary go-to-market strategy and examples of relevant sales materials, strategy frameworks, or case studies from comparable engagements.

Provide a clear, concise approach to driving sponsorship revenue for KFC Yum! Center including the strategy for market targeting, asset valuation, sales materials, outreach, and negotiation.

Responses should also outline how they will manage forecasting and reporting and include a brief preliminary strategy along with examples or case studies demonstrating relevant experience.

12.7 Space / Club Naming Rights, Entitlements, and Asset Categories

The Sponsorship Sales manager shall be responsible for identifying, valuing, packaging, and selling sponsorship opportunities across the full range of eligible KFC Yum! Center assets.

Asset categories include, but are not limited to:

- Premium spaces, and club areas

- Gates, plazas, meeting rooms and concourse areas
- Event series naming and presenting sponsorships
- Digital assets, including scoreboards, video boards, digital signage, and website and social media integrations rights and product category exclusivities
- Other approved Venue assets

Please note that with the Guest Experience Project, the amount of static signage is being minimized and replaced with broader opportunities through various types of digital assets.

Proposers must acknowledge the ability to identify, value, package, and sell sponsorship opportunities across the full range of KFC YUM! CENTER categories listed above.

Describe Proposers' experience in structuring space / club naming rights, entitlements, and complex asset portfolios.

12.8 Activation, Fulfillment, and Proof of Performance

Develop and manage activation plans for all active sponsorships, coordinating with KFC Yum! Center operations, event promoters, and sponsors to ensure all contracted deliverables are executed on time and to standard.

Acknowledge that the LAA reserves the right to require approval for all activation plans, creative materials, sponsor signage, digital content, and event integrations prior to execution.

Coordinate fulfillment of all physical and digital deliverables, including event-day activations, digital placements, and co-branded materials.

Maintain a fulfillment tracking system and provide the LAA with proof of performance documentation for each sponsor on an agreed schedule.

Manage sponsor communications regarding activation logistics, event schedules, annual recaps and deliverable timelines.

Identify and escalate any fulfillment gaps, conflicts, or issues to the LAA promptly, with recommended resolution plans.

Proposers approach to managing sponsorship activation and fulfillment, including coordination, execution, and quality control of all deliverables. Describe how Proposer will ensure timely implementation, maintain accurate tracking and proof of performance, manage sponsor communications, and proactively resolve any issues. Include how alignment and approval with the LAA will be maintained throughout the process.

12.9 Account Management, Renewal, and Upsell

Provide dedicated account management for all active sponsors, serving as the primary day -to-day relationship contact.

Conduct partner onboarding for all new sponsors, ensuring smooth activation launch, clear deliverable expectations, and early relationship investment.

Develop and execute renewal plans for all active sponsor agreements, initiating renewal conversations no later than six months prior to contract expiration, and possibly more than twelve months due to budget approval timelines for a sponsor. The expectation is that the Sponsorship Manager has identified the budget cycle for each sponsor, which enables the Manager to better gauge the timing of the renewal window. Identify and pursue upsell and expansion opportunities with existing partners, in coordination with the LAA and the Guest Experience Project, where incremental revenue and enhanced activation can be structured to benefit both parties.

Conduct annual business reviews with all sponsors, presenting performance data, activation outcomes, audience metrics, and renewal or expansion proposals.

Monitor and proactively address sponsor satisfaction, escalating any relationship issues to the LAA promptly.

Describe Proposer's structured approach to sponsor account management, including onboarding, relationship oversight, and long-term partnership growth. Outline how Proposer will drive timely renewals, identify upsell opportunities, deliver performance reporting through regular reviews, and proactively manage sponsor satisfaction.

12.10 Governance, Brand Protection, and LAA Approval Rights

The LAA shall retain final authority over all aspects of the sponsorship program. The Manager shall operate within the following governance framework at all times:

Adhere to the LAA's brand standards in all sales collateral, activation materials, co-branded content, and external communications. All external-facing materials must be approved by the LAA prior to use.

Apply and enforce the LAA's prohibited and sensitive sponsor category policies. Categories that are potentially prohibited or require heightened review could include adult entertainment, political campaigns, payday lending, tobacco and vaping, THC-infused products, and categories otherwise inconsistent with the LAA's public mission. The LAA may expand or adjust this list during negotiations and over the contract term.

Manage category conflict and exclusivity obligations across the full sponsor portfolio, ensuring no new relationship creates a conflict with an existing sponsor's exclusivity rights without the LAA's written consent.

Maintain confidentiality of all KFC Yum! Center data, sponsor contracts, financial information, and proprietary materials.

All work product, data, and deliverables produced under this agreement shall be owned by the LAA.

Protect partner relationships, public reputation, and Venue priorities in all negotiations and communications.

Describe Proposers' process to protect confidential information, manage conflicts, and ensure all partnerships align with sales objectives.

Describe Proposer approach to managing sponsor portfolio compliance and brand integrity, including how they will plan annual sponsorship strategies.

12.11 Treatment of Existing Sponsorship Revenue

Existing sponsorship revenue (meaning revenue from partners under contract at the time the new agreement commences) shall be excluded from the Manager's commission calculation unless the partner is renewed, expanded, or materially enhanced through the Manager's direct efforts and with the LAA's written approval.

Describe your proposed approach to the transition of existing partner relationships, including how you would assume account management responsibilities, conduct a contract and fulfillment review, and communicate the transition to existing partners without disruption.

Describe your proposed treatment of existing revenue for commission purposes, including your definition of "renewal," "expansion," and "material enhancement," and how incremental revenue from an upsell would be distinguished from base renewal revenue for commission calculation purposes.

13. Premium Sales Part of the RFP

13.1 Introduction and Background Information

Currently, the University of Louisville controls the rights to sell and manage premium seating at the KFC Yum! Center, including suites; club seats, which are the center three sections of seating on both the east and west sides of the lower bowl; and loge boxes at the south end of the Arena. The Guest Experience Project, being designed by Forward Associates, will significantly increase the type and number of premium experiences. Details will be provided in the data room and on the facility walkthrough. Along with the addition of premium spaces, is the change in how the experiences can be purchased: for the season, event by event, or for all events in a given year. With these changes in mind, the University and the LAA are in discussion as how to best serve the guests and are strongly considering a unified approach.

Proposers shall organize their response using the subsection headings provided, addressing each subsection in order.

This scope of services does not include responsibility for venue management, food and beverage operations, and sponsorship sales, each of which are addressed separately. The Proposer may bid on multiple or all of these opportunities as an integrated offering.

Proposers are responsible for developing an integrated, unified Premium Sales & Service program that gives both the KFC Yum! Center and the University heightened confidence that each guest is treated with the utmost care, resulting in happy guests and driving revenue growth.

Identify how you have created a seamless collaboration between the University and a venue with positive results.

13.2 Goals and Objectives

The LAA seeks to enter into a long-term agreement with a qualified and experienced premium sales management firm to develop and manage a comprehensive, integrated premium sales program across KFC Yum! Center. The LAA's goals are to maximize revenue, protect and enhance the KFC Yum! Center, maintain public mission alignment, and build long-term customer relationships.

The LAA further seeks proposals that include a meaningful capital commitment by the Premium Sales manager; one that reflects the long-term potential of the KFC Yum! Center as a premier venue. The LAA is looking for a partner with the vision and resources to invest in the KFC Yum! Center's future accordingly. Proposers are encouraged to think ambitiously about improvements that will enhance the KFC Yum! Center's competitive position, expand revenue opportunities, and elevate the guest experience for years to come. Proposer is welcome to make recommendations for any investment they may propose but final decision on where to use funds will be the LAA's.

Include the proposed financial arrangement and/or fee structure for providing the services. This may include guarantees, fixed fees, variable fees, commissions payable to the Proposer, revenue sharing, guarantee payments to the LAA, and any proposed assumption of financial risk in operations.

Proposers may propose creative approaches, provided they are clear, fully described, and commercially reasonable.

In addition to the operational detail requested throughout this section, the LAA asks Proposers to address the following higher-level questions about their strategic approach.

Describe your experience selling premium experiences for venues comparable to KFC Yum! Center and why that experience positions you to succeed in this engagement.

Describe how you would work with the venue management company, food and beverage operator, sponsorship sales manager and the University of Louisville to maximize assets and revenue. Provide examples where you have done this at other venues.

Describe how you would structure and sequence a go-to-market strategy that captures value using the venue premium assets.

Describe how you would enhance the guest experiences and elevate the value of premium seating and experiences at KFC Yum! Center through one point of contact or through seamless handoffs.

Describe your proposed compensation model and explain how it aligns your financial incentives with the LAA's interest in maximizing net new premium sales revenue.

Describe your experience integrating third-party strategy or valuation work (such as a premium sales audit or asset valuation report) into your execution approach, including how you would build on existing analysis rather than duplicating it.

13.3 Scope of Work Requested

The Premium Sales manager will serve as KFC Yum! Center's exclusive agent for premium sales, activation, fulfillment, and account management across designated KFC Yum! Center premium sales assets subject to the LAA's approval rights, standards, governance requirements, and mission alignment obligations as described throughout this section. The Premium Sales manager shall act as an independent Manager at all times; nothing in the agreement shall create a partnership, joint venture, or employment relationship with the LAA.

The LAA shall retain final approval over all premium sales categories, creative materials, activation plans, contract terms, use of LAA and KFC Yum! Center marks, fulfillment commitments, and revenue allocation decisions. The Manager's role is to originate, develop, and manage premium sales relationships for the KFC Yum! Center.

13.4 Accounting and Finance

As part of the response, include an annual operating budget for ten (10) years with all supporting statements for revenue and expense items in managing Premium Sales for the KFC Yum! Center and provide the LAA with a summary including key assumptions for oversight purposes.

Participate in annual strategic planning and performance review meetings with the LAA and KFC Yum! Center leadership.

Maintain all operating financial activity on the Premium Sales Manager's financial statements. The LAA shall receive monthly summary reports for oversight.

Establish a system of internal controls to provide reasonable assurance that the KFC Yum! Center's resources are used in an effective and efficient manner.

Keep full and accurate accounting records relating to its activities at the KFC Yum! Center in accordance with generally accepted accounting principles.

Provide monthly financial reports to the LAA that include, but are not limited to, financial analysis comparing budget to actual amounts and corresponding explanations of positive or negative variances, annual and rolling 12-month forecast, capital project tracker, commission calculation detail and supporting documentation, operating and

maintenance issues/concerns, and any other appropriate information as requested by the LAA.

Administer payroll for all persons employed by the Premium Sales Manager at the KFC Yum! Center.

Support LAA audit rights, including access to relevant books, records, reports, transaction data, and supporting documentation. The Premium Sales Manager should expect that the LAA will require an annual audit.

Responses should demonstrate the Proposer's ability to maintain accurate and transparent financial records, develop and manage operating annual budgets, deliver comprehensive and timely reporting, support audit requirements, and ensure strong financial oversight and accountability while operating independently of LAA's financial structure.

13.4.1 Reporting, Data, and Performance Management

Provide quarterly written reports to the LAA in a format approved by the LAA, including pipeline status, new deals executed, revenue recognized, fulfillment updates, commission due for the month, account management activity, and issues or risks.

Maintain a pipeline tracking system accessible to the LAA, providing visibility into prospect status, deal stage, projected close dates, revenue forecasts and overall aging report inclusive of all premium sales.

Provide LAA with full access to all underlying data, reports, dashboards, work papers, and other information generated in connection with this contract, including guest contact data, contract terms, activation records, and performance metrics. This access shall survive termination of the agreement.

Support LAA audit rights, including access to relevant books, records, transaction data, commission calculations, and supporting documentation at any time during the agreement term.

Participate in annual strategic planning and performance review meetings with the LAA and KFC Yum! Center leadership, presenting accomplishments, risks, renewal pipeline, and priorities for the following year.

Provide an annual performance summary no later than 30 days following the end of each agreement year, including total revenue generated, commissions earned, sponsor satisfaction feedback, fulfillment completion rates, and recommendations for the following year.

Comply with LAA brand standards, public records requirements, confidentiality requirements, data security requirements, and all applicable federal, state, and local laws.

Describe a clear and transparent approach to reporting and performance management, including tracking of pipeline activity, revenue, and fulfillment progress. Responses

should outline systems for data access and visibility, support for audit requirements, and delivery of regular reports and annual summaries.

Explain how Proposer will participate in strategic planning and ensure compliance with LAA standards, data security, and applicable regulations.

13.5 Revenue Enhancement and Capital Improvement Plan

Proposer shall include a ten (10) year Revenue Enhancement Plan that, in addition to the Guest Experience Project, identifies practical, revenue-focused opportunities to improve the KFC Yum! Center's long-term performance, revenue generation and guest experience.

13.5.1 Sales Strategy and Revenue Generation

Develop and maintain a comprehensive go-to-market strategy for the KFC Yum! Center premium sales program, including target category identification, prospect development, outreach sequencing, pitch development, pricing approach, and negotiation strategy. The go-to-market strategy shall be submitted to the LAA for approval and updated annually.

Develop and execute strategic initiatives to maximize revenue for seasonal and multi-year agreements, as well as single event rentals.

Develop and maintain a premium asset inventory, valuation model, and rate card for all eligible KFC Yum! Center assets, building on any existing inventory or valuation work previously completed. The asset inventory and rate card shall be owned by the LAA and updated at least annually.

Develop sales collateral in conjunction with Forward Associates, premium seating decks, category packages, and activation proposals consistent with the LAA and KFC Yum! Center brand standards, subject to LAA approval prior to external use.

Collaborate with the University's Premium Sales Partner / Manager to understand the existing premium sales procedures they utilize for basketball. Determine the potential synergies or how the agreements may be amended.

Conduct proactive outreach to prospective premium experience partners across target categories, including national, regional, and local companies with strategic alignment to KFC Yum! Center.

Lead premium sales negotiations for KFC Yum! Center on the LAA's behalf, with all material terms including revenue commitment, contract duration, use of marks, and fulfillment obligations subject to the LAA written approval before execution.

Provide revenue forecasting, pipeline reporting, and deal tracking on a monthly basis, in a format approved by the LAA.

Provide a preliminary go-to-market strategy and examples of relevant sales materials, strategy frameworks, or case studies from comparable engagements.

Provide a clear, concise approach to driving premium sales revenue for KFC Yum! Center including the strategy for market targeting, asset valuation, sales materials, outreach, and negotiation.

Responses should also outline how they will manage forecasting and reporting, and include a brief preliminary strategy along with examples or case studies demonstrating relevant experience.

13.6 Premium Sales Asset Categories

The Premium Sales manager shall be responsible for identifying, valuing, packaging, and selling premium sales opportunities across the full range of eligible KFC Yum! Center assets.

Currently, the University of Louisville controls the rights to sell and manage premium seating at the KFC Yum! Center for basketball and other university events (like volleyball). Arena staff are responsible for premium sales of concerts and other events. The Guest Experience Project, being designed by Forward Associates, will significantly increase the type and number of premium experiences. With these changes in mind, the University and the LAA are in discussion as how to best serve the guests and are strongly considering a unified approach.

Describe Proposers' experience in structuring premium seating plan and working with University partners.

13.7 Activation, Fulfillment, and Proof of Performance

Develop and manage activation plans for all premium sales, coordinating with KFC Yum! Center venue manager, food and beverage operator, sponsorship sales manager and the University to ensure all contracted deliverables are executed on time and to standard.

Acknowledge that the LAA reserves the right to require approval for all activation plans, creative materials, digital content, and event integrations prior to execution.

Manage premium sales communications regarding event schedules, experience purchases, food and beverage coordination and annual recaps and deliverable timelines.

Describe the Proposers approach to managing premium sales including coordination, execution, and quality control of all deliverables. Describe how Proposer will ensure timely implementation, maintain accurate tracking and proof of performance, manage guest communications, and proactively resolve any issues. Include how alignment and approval with the LAA will be maintained throughout the process.

13.8 Account Management, Renewal, and Upsell

Provide dedicated account management for all active premium seat partners, serving as the primary day -to-day relationship contact.

Conduct partner onboarding for all new premium sales partners, ensuring smooth activation launch, clear deliverable expectations, and early relationship investment.

Develop and execute renewal plans for all active premium sales agreements, initiating renewal conversations no later than six months prior to contract expiration, and possibly more than twelve months due to budget approval timelines for premium sales partners. The expectation is that the Premium Sales Manager has identified the budget cycle for each partner, which enables the Manager to better gauge the timing of the renewal window. Identify and pursue upsell and expansion opportunities with existing partners, in coordination with the LAA and the Guest Experience Project, where incremental revenue and enhanced activation can be structured to benefit both parties.

Conduct annual business reviews with all premium sales partners presenting performance data, activation outcomes, audience metrics, and renewal or expansion proposals.

Monitor and proactively address premium sales partners satisfaction, escalating any relationship issues to the LAA promptly.

Describe Proposer's structured approach to premium sales account management, including onboarding, relationship oversight, and long-term partnership growth. Outline how Proposer will drive timely renewals, identify upsell opportunities, deliver performance reporting through regular reviews, and proactively manage partner satisfaction.

13.9 Governance, Brand Protection, and LAA Approval Rights

The LAA shall retain final authority over all aspects of the premium sales program. The Manager shall operate within the following governance framework at all times:

Adhere to the LAA's brand standards in all sales collateral, activation materials, co - branded content, and external communications. All external-facing materials must be approved by the LAA prior to use.

Maintain confidentiality of all KFC Yum! Center data, partner contracts, financial information, and proprietary materials.

All work product, data, and deliverables produced under this agreement shall be owned by the LAA.

Protect partner relationships, public reputation, and Venue priorities in all negotiations and communications.

Describe Proposers' process to protect confidential information, manage conflicts, and ensure all partnerships align with sales objectives.

13.10 Treatment of Existing Premium Sales Revenue

Existing premium seating revenue (meaning revenue from partners under contract at the time the new agreement commences) shall be excluded from the Manager's commission calculation unless the partner is renewed, expanded, or materially enhanced through the Manager's direct efforts and with the LAA's written approval.

Describe your proposed approach to the transition of existing partner relationships, including how you would assume account management responsibilities, conduct a contract and fulfillment review, and communicate the transition to existing partners without disruption.

Describe your proposed treatment of existing revenue for commission purposes, including your definition of "renewal," "expansion," and "material enhancement," and how incremental revenue from an upsell would be distinguished from base renewal revenue for commission calculation purposes.

14. Summary – Integrated Services Option

The LAA is issuing this RFP for multiple service categories related to the future operation and commercialization of the KFC Yum! Center, including venue management, food and beverage operations, sponsorship sales, and premium sales. A Proposer may submit a proposal for one, two, three or all four service categories. Any integrated proposal covering two or more service categories must clearly identify the included service areas and provide, for each applicable service category, the proposed operating model, fees, commissions, investments, staffing, pricing, revenue-sharing approach, transition plan, risks, and assumptions.

Sections 10, 11, 12, and 13 require a separate response section for each service category—Venue Management, Food and Beverage, Sponsorship Sales, and Premium Sales—for which the Proposer is submitting. Proposers responding to more than one service category must include a summary sheet identifying the financial benefits to the KFC Yum! Center and the LAA if the Proposer is selected for multiple service categories.

Each service will be evaluated independently before integrated alternatives will be considered or evaluated. The LAA may award one, multiple, or no RFPs, and the same Proposer may be selected for more than one RFP service.

Appendix A: Signature Block

Please return this page with each copy of your submittal.

- () Proposer has reviewed and understands all terms, conditions, and herein stated.
- () Proposer has reviewed and understands the Public Records section.
- () The Proposer is qualified to perform work and services as included.
- () The pricing contained in the proposal is valid for 180 days from submittal.

Field Response

Signature

Name and Title

Company Name

Address, City, State, Zip Code

Phone Number and Email

Federal Tax ID Number

Date of Submission

Appendix B: Conflict of Interest/Debarment

CONFLICT OF INTEREST

No employee, officer, director, board member, trustee, consultant, or close relative of any such person affiliated with the LAA has a direct or indirect financial interest in the Proposer or the proposed transaction, except as disclosed below. The Proposer further certifies that it does not employ, and is not negotiating to employ, any such person except as disclosed below. The Proposer certifies that it did not participate, directly or indirectly, in preparing this RFP or developing the scope, specifications, evaluation criteria, or requirements on which its proposal is based, except as expressly disclosed below.

List in the comments section below the name of any LAA employee, officer, director, board member, trustee, consultant, or close relative of any such person who now or within the preceding twelve (12) months: (1) works for the Proposer; (2) has an ownership interest in the Proposer, other than ownership of less than one percent (1%) of the stock of a publicly traded corporation; (3) is a partner, director, trustee, consultant, or advisor to the Proposer; (4) has received compensation, grant support, travel, honoraria, gifts, or other similar support from the Proposer; or (5) has any right to receive royalties, commissions, fees, or other compensation from the Proposer.

DEBARMENT/SUSPENSION STATUS

The Proposer certifies that it is not suspended, debarred or ineligible from entering into contracts with the Executive Branch of the Federal Government, or in receipt of a notice or proposed debarment from any Agency. The Proposer agrees to provide immediate notice to the LAA in the event of being suspended, debarred or declared ineligible by any department or federal agency, or upon receipt of a notice of proposed debarment that is received after the submission of the RFP or offer but prior to the award of the purchase order or contract.

The undersigned certifies that they have read, understand, and will comply with the Conflict of Interest and Debarment/Suspension requirements stated above. The undersigned further certifies that they are authorized to make these certifications on behalf of the Proposer and that the information provided is true, complete, and accurate to the best of their knowledge after reasonable inquiry.

Comments

Signature

Name and Title

Company Name

Address

Date

Appendix C: Data Room and Confidential Information Note

The LAA will provide selected information to qualified Proposers through a controlled data room. Execution of the LAA's Non-Disclosure Agreement is required prior to receiving access to the data room or confidential supporting materials and may limit access to firms that certify their intent to submit a proposal. The LAA may also withhold confidential, exempt, proprietary, personnel, or security-sensitive information as permitted or required by law.

Potential data to be provided by the LAA may include annual financials, event information, food and beverage information, sponsorship information, leases, capital needs, manuals amongst other materials.

Appendix D: Insurance Requirements

INSURANCE

- A. The Contractor shall not commence work under this Contract until they have obtained the insurance required and evidence of such insurance has been submitted to and approved by Owner. The submittal of said evidence to Owner shall not relieve or decrease the liability of the Contractor.
- B. Workers' Compensation and Employers' Liability Insurance as required by statute.
- C. Commercial General Liability Insurance - ISO Form CG 00 01 (10/93) or equivalent, Occurrence Policy, with limits of not less than:
 - a. General Aggregate \$2,000,000.00
 - b. Products - Comp/OPS Aggregate \$2,000,000.00
 - c. Personal & Advertising Injury \$1,000,000.00
 - d. Each Occurrence \$1,000,000.00
 - e. Fire Damage (any one fire) \$ 50,000.00
 - f. Medical Expense (any one person) \$ 5,000.00
- D. Endorsements attached thereto including the following or their equivalent –
 - a. If the Contractor does not have a “per project” aggregate limit to its existing policy, then ISO Form CG 25 03 (11/85), Amendment of Limits of Insurance (Designated Project or Premises), describing the subject Contract and specifying limits as shown above.
 - b. ISO Form CG 20 10 (10/93), in combination with ISO Form CG 20 37 (10/01), naming the Owner as additional insureds and containing the following statement - “This endorsement also constitutes primary and non-contributory coverage in the event of any occurrence, claim, or suit.”
- E. Automobile Liability Insurance, with:
 - a. Limits of not less than \$1,000,000 Combined Single Limit per accident.
 - b. The coverage symbol designated in the policy must be symbol “1” applying coverage to any auto.
- F. Umbrella Liability of \$5,000,000
- G. Certificate of Insurance, on ACORD 25-S (3/88) Form, or equivalent, filed with the Arena Authority identifying:
 - a. Owner, Louisville Arena Authority, as defined in the Contract, as Certificate Holders and Additional Insureds.
 - b. Endorsements, as listed above. (Note: If forms other than ISO forms are used, copies of the non-ISO forms are to be attached to this certificate).
 - c. Project as defined in the Contract.
 - d. Cancellation clause of the certificate amended to read, “Should any of the above-described policies be canceled before the expiration thereof, the issuing

company shall provide a minimum of thirty (30) days written notice to the certificate holders named.”

- e. Insurance Companies Providing Coverage – Unless approved in writing in advance by the Arena Authority, all companies listed must be rated “A+:X” or better in the most recent A.M. Best Ratings Guide.
 - f. The Name, Address, and Telephone Number of the “Producer” - The certificate is to bear a mechanical signature of the Authorized Representative of the Producer.
- H. The Arena Authority reserves the right to reject any insurance company, policy, endorsement, certificate of insurance, surety company, performance bond, or labor and materials payment bond with or without cause.
- I. The cost of such insurance as required above shall be the obligation of the Contractor and included in the Contract Sum.
- L. The acceptance of any certificate of insurance evidencing the insurance coverages and limits required in the Contract does not constitute approval or agreement by the Arena Authority that the insurance requirements have been met or that the insurance policies shown are in compliance with the contract requirements. Insurance effected or procured by Contractor shall not reduce or limit the Contractor’s contractual obligation to indemnify and defend the Arena Authority for claims made or suits brought which result from or are in connection with the performance of this Contract, and Contractor agrees to indemnify the Arena Authority for all costs and damages, including attorneys’ fees, arising from a failure by Contractor to procure the insurance coverages in the forms and amounts required herein.

Appendix E: Sample Contract Terms

Reservation of Rights

The LAA reserves the right to amend, modify or withdraw this request; to waive or revise any requirements of this request; to require supplemental statements or information from any responding party; to reject any response submitted; to accept or reject any or all responses received with respect to this request; to extend the deadline for submission of responses; to negotiate or hold discussions with any responding party and to cancel, in whole or in part, this request if the Arena Authority deems it to be in its best interests to do so. The Louisville Arena Authority (LAA) expressly reserves the right, at its sole discretion, to procure certain materials or equipment directly, including but not limited to long-lead items or high-value components, in order to mitigate schedule risk, ensure quality, or reduce costs, as direct purchases of materials by the LAA are exempt from Kentucky sales and use tax. . In such cases, the selected Contractor shall coordinate receipt, storage, and installation of any the Arena Authority -furnished materials as part of its contractual obligations. The Arena Authority may exercise the foregoing rights at any time without notice and without liability to any responding party or other parties for their expenses incurred in the preparation of responses or otherwise. Responses with respect to this request will be prepared at the sole cost and expense of the responding party. The issuance of this request and the submission of a response and / or the acceptance of such response by the Arena Authority does not obligate the Arena Authority in any manner whatsoever. Legal obligations will only arise upon execution of a formal agreement by the Arena Authority and the selected provider. *The LAA reserves the right to implement Liquidated Damages for failure to complete project per the Response.

Firms submitting inquiries are advised not to rely on any verbal advice/instruction, and only to rely on written instructions from the Louisville Arena Authority authorized representatives.