



March 3rd, 2021

REQUEST FOR PROPOSALS

To: Potential Providers – Replacement of new staging equipment

Re: Request for Proposal (“RFP”) for Carpet Replacement– Louisville Arena Authority, Inc.

This document constitutes a request for proposals by the Arena Authority (“LAA” or “Arena Authority” or “Owner”) from qualified contractors to provide certain carpet replacement within the KFC Yum! Center.

Please note that additional information concerning the Project is available [and additional information will be added occasionally] by posts on, or by links found at, the Arena Authority’s website: <https://www.kfcyumcenter.com/arena-information/louisville-arena-authority>.

The RFP Response Due Date is March 16, 2021. An informational walkthrough meeting will be held on March 9th, 2021 at 10:00 a.m. to provide answers to questions submitted, and to allow for a review and walk-through of the areas where the equipment is to be installed. Subsequent inspection opportunities, while not guaranteed, will be entertained upon request, although questions should be presented only as discussed below. Please see key dates below:

Issue Date: March 2nd, 2021

Non-Mandatory Walkthrough: March 9th, 2021

Questions due by: March 11th, 2021

RFP Response Due Date: March 16th, 2021

PROJECT BACKGROUND

The Louisville Arena Authority is a Kentucky non-stock, non-profit corporation, created for the purpose of overseeing the creation, design, construction, financing, management and operation of the multi-purpose arena built in downtown Louisville, Kentucky. The arena, named the “KFC YUM! Center,” opened in October 2010. The LAA’s all-volunteer Board of Directors is comprised of some of the most talented and successful individuals in Kentucky. The LAA was created under the Kentucky not-for-profit corporation statutes and has obtained 26 USC § 501 (c) (3) tax-exempt status. Key background data is provided for some context for the Project.

ARENA

The KFC YUM! Center, a state-of-the-art multi-purpose arena, is home to the University of Louisville Men's and Women's Basketball programs. Additionally, it is designed to accommodate a wide variety of other events including NCAA championships such as wrestling, gymnastics and volleyball, as well as concerts, family shows, trade shows and conventions.

The Arena currently has carpet in areas listed in Exhibit "A". This RFP seeks proposals from prospective Responders concerning the removal, demo and hauling of carpet, and the installation of new carpet in the same areas.

All carpet and materials to be provided to complete shall be new.

Prospective Responders are encouraged to review the Arena Authority's reservation of rights concerning cancelation of this RFP discussed below. This RFP may be canceled or withdrawn at the election of the Arena Authority.

MWBE PARTICIPATION

The LAA has adopted and is firmly committed to implementing its Affirmative Action Policy to promote the utilization of women and minorities in all phases of the project. It is the responsibility of each respondent to become familiar with the LAA's Affirmative Action Policy, which is posted on the Authority's website:

<https://www.kfcyumcenter.com/assets/doc/Affirmative-Action-Policy-c161d4605c.pdf>

All respondents must include in their response an affirmation to conform to the policy and a detailed description of their plan for conformance.

INSURANCE

- A. The Contractor shall not commence work under this Contract until he has obtained the insurance required and evidence of such insurance has been submitted to and approved by Owner. The submittal of said evidence shall 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. In the event that 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. Builders’ Risk policy or installation floater with “all risk” coverage, including named-storm, flood and earthquake, or equivalent in an amount equal to 100% of the Contract Sum.
- G. Following form Umbrella Liability of \$5,000,000
- H. Certificate of Insurance, on ACORD 25-S (3/88) Form, or equivalent, filed with the Owner identifying:
- a. Owner, Louisville Arena Authority, as defined in the Contract, as Certificate Holders and Additional Insureds. Additional Insured also listed shall be ASM Global Parent Inc, and AEG Management Louisville LLC.
 - 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 Owner, 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.
- I. The Owner 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.
- J. The cost of such insurance as required above shall be the obligation of the Contractor and included in the Contract Sum.
- K. Any Engineer retained by the Contractor shall have and maintain in force during the period of this Contract Professional Liability Insurance in a minimum amount of \$1,000,000.

- a. The agreement with the Contractor shall contain an indemnification statement acceptable to Owner and in substantial accord with the following: “The Engineer agrees to indemnify and hold harmless Owner, their officers, directors, employees, agents, members, successors and assigns from any claims, losses and damages arising out of the negligent acts, errors or omissions of the Engineer and all subcontractors, engineers, or consultants hired by the Engineer for this project”.
 - b. The insurance may be written on either “claims made” or “occurrence” forms, but if on a “claims made” form the insurance must be maintained in full force and effect for a period of five years beyond the final acceptance of the project. If a “claims made” form is used, verification of an insurance “tail” must be made by an insurance certificate annually to Owner for the five-year period.
 - c. The insurance must be obtained from an insurance company authorized to do business in the State of Kentucky, and unless approved in writing and in advance by Owner, rated “A+:X” or better in the most recent A.M. Best Ratings Guide.
- 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 Owner 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 Owner for claims made or suits brought which result from or are in connection with the performance of this Contract, and Contractor agrees to indemnify Owner 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.

RESPONSE TERMS OF RFP

Please provide a proposal that includes the following:

1. Complete summary of the carpet to be installed. Within Exhibit A are the specs of the type of carpet that should be installed. Should responder recommend a different product, please make this clear in the response. Please list the following within response:
 - a. Manufacturer’s name
 - b. Manufacturer’s part number
 - c. Quantity of each component, including 1% additional for attic stock.
 - d. Carpet color choices and price differences amongst them.
 - e. Price of each component of project including materials, labor, demo, hauling etc.
 - f. Total cost of project
2. Confirmation that the proposal quote includes all costs for installation of new carpet, necessary permits to complete project, moving of necessary furniture in order to place carpet, demo and hauling of current carpet within the arena.

Confirmation that the price of project shall not exceed the quoted amount within the RFP response under no circumstances.

3. The proposer should include any salvage value of the existing carpet or materials as a separate line item, as a credit to the Arena Authority against the price of the new carpet, which the LAA shall have the right to elect to include in the credit or not, if any.
4. A commercial warranty of carpet. Please list length and terms of said warranty.
5. Confirmation that the responder install the carpet and finish the project during the window from 8/1/2021 through 8/28/2021.
6. Indicate if there is any sponsorship interest at the KFC Yum! Center, and any monetary amount that the responder would be willing to commit to.

EVALUATION AND SELECTION PROCESS

1. Evaluation

The Louisville Arena Authority's management and operations firm, ASM Global, will facilitate the review of proposals and provide technical input so that the scoring may be performed and will select the successful proposal. The Arena Authority shall make an award to the highest-scoring proposal, subject to the right to reject all proposals reserved below.

2. Information Session and Submitting Questions

In an effort to address any questions by prospective Responders, the Arena Authority will hold a meeting and a "walk through" to view the current carpet on March 9, 2021, from 2:00pm to 4:00pm at the KFC Yum! Center. The responders are encouraged to take their own measurements at this time. Any prospective Responder to this RFP is encouraged to attend and participate. Contact Justin Jokovich at ASM Global: JJokovich@asmglobal.com to register for this meeting.

3. Qualified Responders

The Authority shall review each proposal for compliance with all necessary requirements of this Request for Proposal. Failure to comply with any requirements may disqualify a proposal. Only those Responders who have met the minimum requirements of this RFP may be selected. Any alternative solution proposals submitted must be complete and will be subject to a full and independent evaluation.

4. Evaluation

After receiving all proposals, the Authority shall conduct its evaluation. The Authority, in conjunction with input from ASM Global's staff, or by utilizing ASM Global's staff, will then

score each qualified proposal. Minor irregularities in proposals that are immaterial or inconsequential in nature may be waived wherever it is determined to be in the Arena Authority’s best interest.

5. Final Ranking and Selection

The Arena Authority will make recommendations for the award of the Contract to the Responder whose proposal are determined to be the most advantageous to the Arena Authority, considering the criteria identified next.

6. Basis of Selection

The evaluation of proposals will be made from the criteria listed below, in order of importance.

Proposal Element	Scoring Percentage	Notes
Price	50 points	The proposal price that is lowest will receive the full 50 points. Any competing proposals will be scored on a scale of comparison between that price and the lowest price*
Quality and Assurance of the Materials	20 points	Carpet to be provided in the proposal will be judged on quality. Provide references of similar scope projects. Proposal shall be scored on quality and relevant work experience, the best proposal shall receive up to 20 points,
Warranty Duration	15 points	The proposal with the longest (full) warranty duration will receive the full 15 points. Any competing proposals will be scored on a scale of comparison between that longer duration and the lesser duration.
Installation	15 Points	Installation must be completed by August 28 th , 2021. Each proposal that confirms this deadline shall receive 15 points.

- For example, if one proposal price is for \$100, and one proposal price is for \$125, then the proposal containing the \$100 pricing will be awarded 35 points, and the proposal containing the \$125 price will be awarded $\$100/\$125 = 0.8 \times 35$, or 28 points.

MWBE participation – the Response should affirm that the Responder will abide and conform in good faith to the Authority’s MWBE program, or the response will be considered non-conforming.

7. Negotiation and Award of Contract

Interviews and negotiations may be held to promote further understanding of proposal requirements, and to facilitate arrival at a Contract. The LAA reserves the right to accept the best proposal, as submitted, without further conversations or negotiations, and may do so. The Committee will rank each finalist. The Arena Authority and the first ranked finalist shall then negotiate in good faith the terms and conditions of a contract. If such negotiations are unsuccessful, the Arena Authority shall then negotiate with the second ranked finalist. This process will continue until the Arena Authority has reached a satisfactory agreement. The Arena Authority retains the right to reject all proposals at any time during the process. No public submittal opening will be held. All proposals will be treated as closed records until a contract award is made or until all submittals are rejected.

8. 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 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.

SUBMITTAL REQUIREMENTS

In order to be considered for this engagement, please provide the following information to the Arena Authority:

- I. Information About Your Firm
 - A. Firm and personnel qualifications and experience in matters relating to the installation of carpet in similar size of venues.
 - B. Capacity and ability to be responsive.
- II. The Information required in Basis of Section (6) above.

- III. The specifications and manufacturer information for the carpet products to be provided. Failure to provide this information in order to prove that the product proposed provides at least the requirements of the equipment listed in Exhibit A will result in the proposal being considered non-responsive.

PROPOSAL DEADLINE

Proposals must be received by **2:00 PM Eastern Daylight Time on March 16, 2020**. Each proposal should be submitted to:

Justin Jokovich
JJokovich@asmglobal.com

A sample of the recommended carpet material should be delivered by **2:00 PM Eastern Daylight Time on March 16, 2020** to:

1 Arena Plaza
Louisville, KY 40202

To the extent appropriate, practical or feasible, the Arena Authority will respond to questions concerning this RFP. Questions must be written and addressed to Justin Jokovich, ASM Global, via email JJokovich@asmglobal.com. Questions must be submitted by no later than 2:00 p.m. local time on **March 11, 2021**. Answers to such questions may be posted on the Louisville Arena Authority website (in anonymous format). The Louisville Arena Authority reserves the right to provide responses and/or clarifications to inquiries from its website, or to make no response at all. Firms submitting inquiries are advised not to rely on any verbal advice/instruction, and only to rely on written instructions from the Arena Authority.

EXHIBIT A

Carpet Material Specifications: Below are the example specs for the recommended carpet material, however, responders may provide alternate options in the event they meet this minimum spec standards. Included in the total amount of carpet necessary for order please add 1% for attic stock storage for replacement needs. The LAA and contractor shall work in good faith to select color(s) of carpet upon award of contract, but price shall not change based on color selection unless noted in the RFP response.

shade

specifications

style name	gradient tile	gradient
style number	59534	5A153
construction	graphic loop	graphic loop
fiber	eco+solution Q® nylon	eco+solution Q® nylon
dye method	100% solution dyed	100% solution dyed
tufted weight	US units 20.0 oz./yd ²	US units 30.0 oz./yd ²
pattern repeat	metric units 678.1 g/m ²	metric units 1,017.2 g/m ²
gauge	n/a	n/a
stitches per inch	1/8	1/8
finished pile thickness	10.5	12.0
average density	0.097 in.	0.098 in.
product size	7,423 oz./yd ²	11,020 oz./yd ²
secondary backing	24 X 24 in.	12'
protective treatment(s)	eco+worx® tile	classicbac®
radiant panel	ssp® shaw soil protection	ssp® shaw soil protection
nbs smoke	(ASTM E 648) class I	(ASTM E 648) class I
electrostatic propensity	(ASTM E 662) less than 450	(ASTM E 662) less than 450
	(AATCC 134) less than 3.5 kv,	(AATCC 134) less than 3.5 kv,
	built-in permanent	built-in permanent
	conductive fiber	conductive fiber
	lifetime commercial limited	lifetime commercial limited
warranty*		


diffuse 24x24

ShawContract®


style name	diffuse 24x24
style number	59575
color name	magnetic fields
color number	75505
collection	no rules
product type	carpet tile
construction	multi-level pattern loop
fiber	eco solution q® nylon
dye method	100% solution dyed
primary backing	synthetic
secondary backing	ecoworx® tile
protective treatment	ssp® shaw soil protection
warranty	lifetime commercial limited
	U.S.
product size	24.0 X 24.0 inches
gauge	1/12 inch
stitches	9 per inch
finished pile thickness	0.092 inches
average density	6261 per cu. yd.
tufted weight	16.0 oz./yd2
	Metric
	61.0 X 61.0 cm
	47.2 per 10cm
	34 per 10cm
	2.34 mm
	9.23 Kilotex
	542.5 gms/sqm

product permits installation with various dye lots.
 coordinating products
 carpet tile: disperse, tru colours


recommended installation methods




monolithic




1/2 turf



sashar





brick

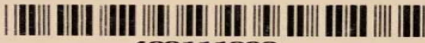



random

Due to variation in No Rules products, some tiles will show two accent color lines and others will show three accent color lines. Visit shawcontract.com to see all tile variations

 This sample is returnable and / or recyclable
shawcontract.com | 1 800 257 7429 | 706 532 7984
 © 2018 Shaw Industries Group Inc. A Berkshire Hathaway Company



 **423111003**
 T044PM873000505104 — A

 5208674592

Dimensions and Location of Areas to replace Carpet:

Please see below for approximate areas of the facility and the corresponding quantity units necessary to replacement the current carpets. It is recommended that each responder confirm these figures with their own independent measurements. Any additional amounts of materials necessary than what is provided on the RFP response shall be the sole cost of the contractor, including the 1% for attic stock.

Style/Item	Color/Description	Quantity Units
OPERATIONS OFFICE	CARPET SQ - TIDE WATER	172.00 SY
OPERATIONS OFFICE	COVE BASE 4"	360.00 LF
PRESS ROOM	CARPET SQ - TIDE WATER	410.00 SY
PRESS ROOM	COVE BASE 4"	840.00 LF
ADMIN / RECEPTION	CARPET SQ - TIDE WATER	181.00 SY
ADMIN / RECEPTION	COVE BASE 4"	360.00 LF
CENTER PLATE	CARPET SQ - TIDE WATER	135.00 SY
CENTER PLATE	COVE BASE 4"	300.00 LF
MAIN OFFICE	CARPET SQ - TIDE WATER	405.00 SY
MAIN OFFICE	COVE BASE 4"	1,000.00 LF
LEGENDS ROOM	CARPET SQ - TIDE WATER	665.00 SY
LEGENDS ROOM	COVE BASE	0.01 NONE
TICKET OFFICE	CARPET SQ - TIDE WATER	293.00 SY
TICKET OFFICE	COVE BASE 4"	700.00 LF
SECURITY OFFICES (2)	CARPET SQ - TIDE WATER	55.00 SY
SECURITY OFFICES (2)	LVP - IN THE GRAIN II	510.00 SF
SECURITY OFFICES (2)	COVE BASE 4"	260.00 LF
WEST SIDE LOUNGE	CARPET SQ - TIDE WATER	315.00 SY
WEST SIDE LOUNGE	BROADLOOM - BE	49.33 SY
	OPEN/PRESENT/REAL	
WEST SIDE LOUNGE	COVE BASE	0.01 NONE
EAST SIDE LOUNGE	CARPET SQ - TIDE WATER	315.00 SY
EAST SIDE LOUNGE	BROADLOOM - BE	49.33 SY
	OPEN/REAL/PRESENT	
EAST SIDE LOUNGE	COVE BASE	0.01 NONE
PREMIUM BOX COMMON	CARPET SQ - TIDE WATER	1,161.00 SY
PREMIUM BOX COMMON	COVE BASE	0.01 NONE
PREMIUM BOX SEAT AREA	CARPET SQ - TIDE WATER	813.00 SY
PREMIUM BOX SEAT AREA	COMMERCIAL STAIRNOSE	144.00 LF

See next page for additional

COORS LIGHT NORTH	CARPET SQ - TIDE WATER	1,222.00 SY
COORS LIGHT NORTH	COVE BASE	0.01 NONE
PRESIDENTS ROOM	CARPET SQ - TIDE WATER	448.00 SY
PRESIDENTS ROOM	COVE BASE	0.01 NONE
HICKMAN ROOM	CARPET SQ - TIDE WATER	690.00 SY
HICKMAN ROOM	COVE BASE	0.01 NONE
SPIRIT ROOM	CARPET SQ - TIDE WATER	1,363.00 SY
SPIRIT ROOM	COVE BASE	0.01 NONE
STAR HALL	LVP - IN THE GRAIN II	1,140.00 SF
SMALL SUITES	BROADLOOM - BE	2,184.00 SY
	OPEN/PRESENT/REAL	
MEDIUM SUITES	BROADLOOM - BE	450.67 SY
	OPEN/PRESENT/REAL	
LARGE SUITES	BROADLOOM - BE	474.67 SY
	OPEN/PRESENT/REAL	
EXTRA LARGE SUITES	BROADLOOM - BE	476.00 SY
	OPEN/PRESENT/REAL	
AUX LOCKER ROOM #1	CARPET SQ - TIDE WATER	94.00 SY
AUX LOCKER ROOM #1	BLACK TRANSITION	12.00 LF
AUX LOCKER ROOM #1	R&R LOCKERS	21.00 EA
AUX LOCKER ROOM #1	COVE BASE	240.00 LF
OFFICIALS LOCKER ROOM	CARPET SQ - TIDE WATER	48.00 SY
OFFICIALS LOCKER ROOM	BLACK TRANSITION	12.00 LF
OFFICIALS LOCKER ROOM	R&R LOCKERS	0.01 NONE
OFFICIALS LOCKER ROOM	COVE BASE	120.00 LF
AUX LOCKER ROOM #2	CARPET SQ - TIDE WATER	110.00 SY
AUX LOCKER ROOM #2	BLACK TRANSITION	12.00 LF
AUX LOCKER ROOM #2	R&R LOCKERS	22.00 EA
AUX LOCKER ROOM #2	COVE BASE	300.00 LF

Style/Item	Color/Description	Quantity Units
AUX LOCKER ROOM #3	CARPET SQ - TIDE WATER	78.00 SY
AUX LOCKER ROOM #3	BLACK TRANSITION	12.00 LF
AUX LOCKER ROOM #3	R&R LOCKERS	23.00 EA
AUX LOCKER ROOM #3	COVE BASE	240.00 LF
AUX LOCKER ROOM #4	CARPET SQ - TIDE WATER	79.00 SY
AUX LOCKER ROOM #4	BLACK TRANSITION	12.00 LF
AUX LOCKER ROOM #4	R&R LOCKERS	23.00 EA
AUX LOCKER ROOM #4	COVE BASE	240.00 LF
AUX LOCKER ROOM #5	CARPET SQ - TIDE WATER	110.00 SY
AUX LOCKER ROOM #5	BLACK TRANSITION	12.00 LF
AUX LOCKER ROOM #5	R&R LOCKERS	22.00 EA
AUX LOCKER ROOM #5	COVE BASE	300.00 LF