



louisville arena authority

January 14, 2025

REQUEST FOR PROPOSALS

To: Potential Providers – Arena Experience Strategy Planning

**Re: Request for Proposal (“RFP”) for Arena Experience Strategy Planning–
Louisville Arena Authority, Inc. (LAA)**

This document constitutes a request for proposals by the Arena Authority (“LAA” or “Arena Authority” or “Owner”) from qualified contractors to provide consultation services in re-imagining arena spaces and experiences as part of a long-term strategy for the arena.

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 February 14, 2025. All pre-qualified responders may request a tour of the arena on a mutually agreeable date before February 5, 2025, by submitting a Letter of Qualification to egranger@kfcyumcenter.com which should include the following:

- Company Name
- Company Contact
- Intent to Bid
- Summary of Qualifications to bid on this project that should include experience on similar projects

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: January 14, 2025

Written Questions due by: February 7, 2025

RFP Response Due Date: February 14, 2025

Finalists Presentation to the LAA Strategic Planning Committee: Week of February 24, 2025

Best and Final Proposals due on March 5, 2025 at 2 pm EST

Anticipated Award Date: March 17, 2025

FACILITY INFORMATION

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 comprises of 10 members appointed by the Governor of the Commonwealth of Kentucky and five appointed by the Mayor of Metro Louisville. 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.

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.

PROJECT BACKGROUND

The Louisville Arena Authority is desirable to work with an experienced consultant to create the next generation for the arena by re-imagining the hospitality spaces, seating areas and the overall guest experience in the arena for all events. This consultant shall assist the Arena Authority with concept designs, development of budgets and, where applicable, assist with future construction phases. The winning responder will be meet the desired outcome of the Louisville Arena Authority for an assessment and associated strategic plan associated with redevelopment and renovation of the arena to ensure our competitive position as the region’s pre-eminent venue for both the near and long-term future.

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 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. 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 methodology and approach used to develop a strategy for the scope of work within this RFP as defined in the Project Background section of this RFP. Included should be the process to ascertain input from key stakeholders including users such as the University of Louisville.
2. Define phases for the methodology proposed with detailed costs associated with each phase.
3. Proposed timeline for each phase.
4. Include references from similar projects for a 16,000+ capacity multi-purpose arena
5. 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. The scoring will be conducted by the Louisville Arena Authority. 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 best allow responders to prepare their proposal, qualified responders (as discussed above) are invited to arrange a tour of the facility on a mutually agreeable date. The responders are encouraged to take their own measurements and pictures at this time. Contact Eric Granger at ASM Global by email only at egranger@kfcyumcenter to pre-qualify for this opportunity. All questions must be submitted to egranger@kfcyumcenter.com no later than February 7, 2025, at 2 pm EST. Written responses to all questions will be sent to all pre-qualified responders no later than February 10, 2025. **NO VERBAL RESPONSES MADE BY ANY STAFF MEMBER OR ARENA AUTHORITY BOARD MEMBER SHALL BE BINDING.** Upon request, following any requirements instituted by the Louisville Arena Authority, CAD drawings will be supplied to pre-qualified responders. Specific data requests related to facility information, financial history or event activity will be supplied to all responders at the discretion of the Louisville Arena Authority.

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	20 points	The proposal price that is lowest for value of overall proposal will receive the full 20 points. Any competing proposals will be scored on a scale of comparison between that price and the lowest price
Methodology	25 points	The responder(s) that best outlines a methodology that meets the desired outcome of the Louisville Arena Authority for this scope of work will receive the full 25 points.
Experience	40 points	The responder(s) with the most relevant experience will be awarded the full 40 points. Any competing proposals will be scored on a scale of comparison.
Timeline	15 Points	The responder(s) that provides a timeline for this project that best meets the desired outcome for this Scope of

		Work will receive the full 15 points. Any competing proposals will be scored on a scale of comparison.
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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. These interviews may be held virtually. 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 or determine that the process shall be re-initiated. 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.

PROPOSAL DEADLINE

Proposals must be received by **2:00 PM Eastern Daylight Time on February 14, 2025**. Each proposal should be submitted to:

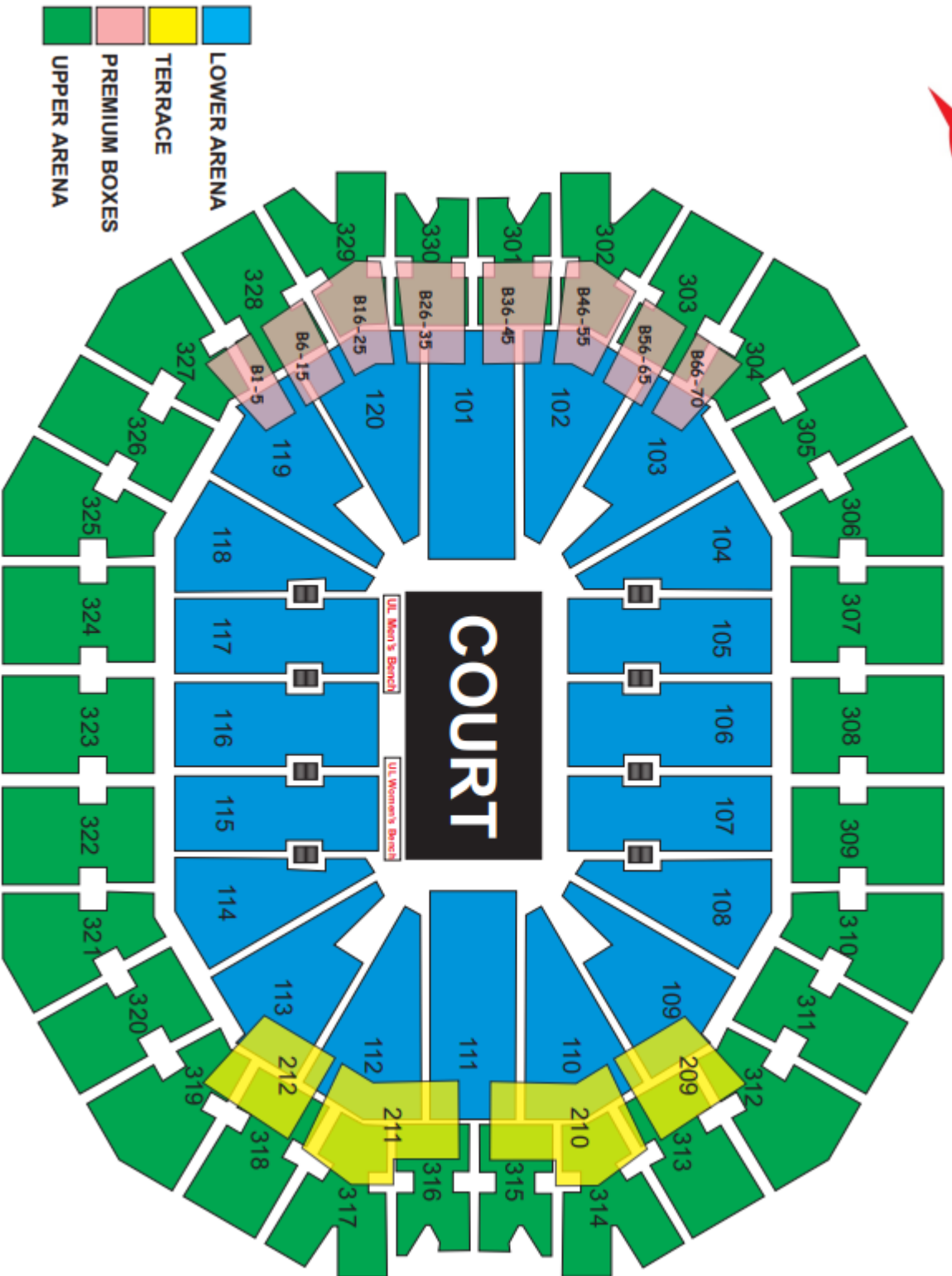
Eric Granger
egranger@kfcyumcenter.com

EXHIBIT A

Arena Layouts

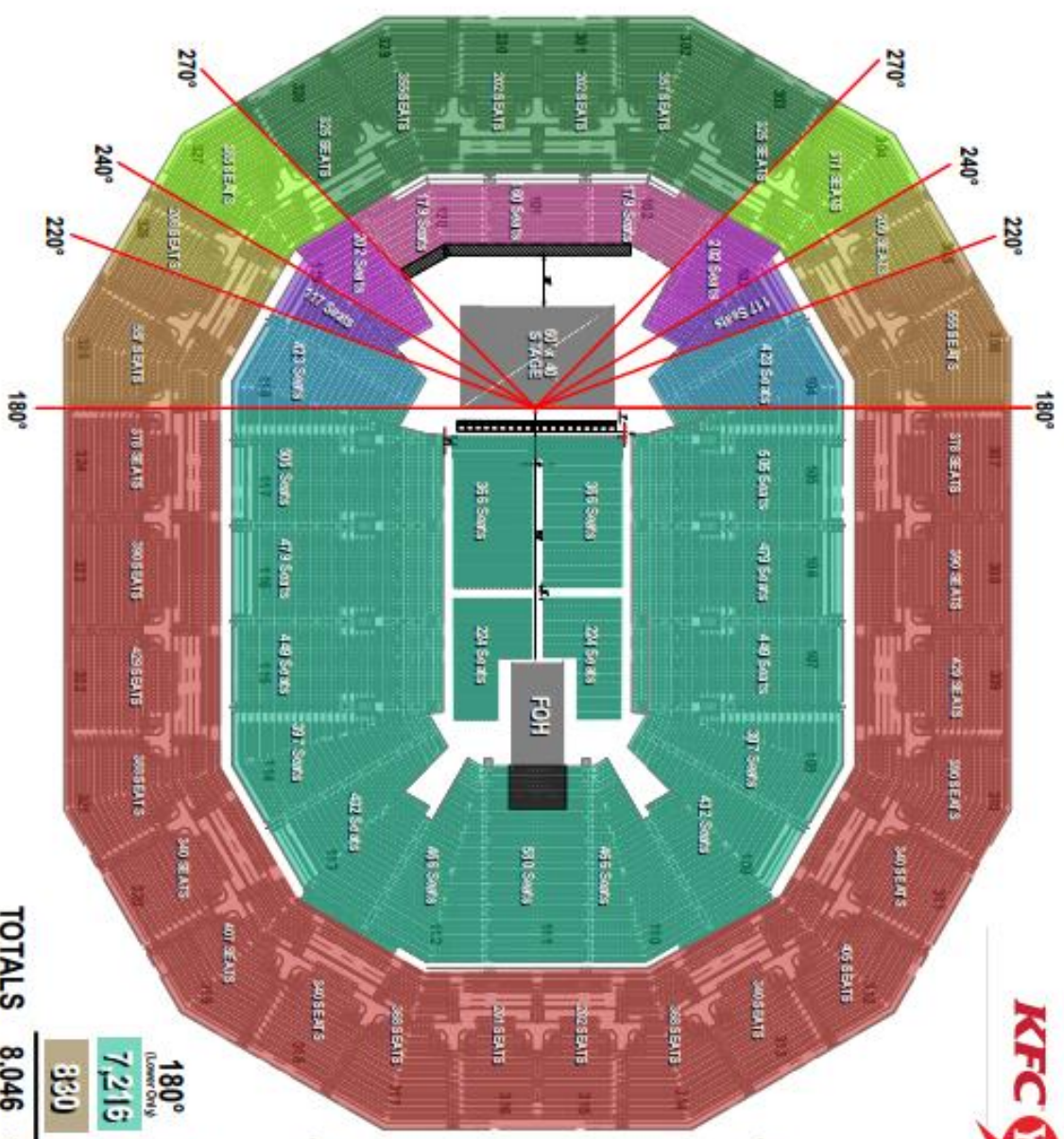
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Basketball Seating



Basketball Capacity – 22,970

KFC Yum! CENTER END STAGE SELL LINE MAP



TOTALS	8,046	14,529	16,487	17,138	18,313	21,555
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Capacities do not include suites

180°	180°	220°	240°	270°	360°
7,216	7,216	7,216	7,216	7,216	7,216
830	830	830	830	830	830
6,483	6,483	6,483	6,483	6,483	6,483
830	846	846	846	846	846
1,112	1,112	1,112	1,112	1,112	1,112
417	234	234	234	234	234
771	404	404	404	404	404
1,756	1,475	1,475	1,475	1,475	1,475

EXHIBIT B

Existing Hospitality Spaces

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KFC Yum! Center

Spirit Room	12,000 sq. ft.	640 capacity
President's Room	4,600 sq. ft.	235 capacity
Hickman Camp Lounge	6,100 sq. ft.	300 capacity
Legends Lounge	6,400 sq. ft.	350 capacity
Rabbit Hole Lounge	8,750 sq. ft.	450 capacity
Jim Host Lobby	15,000 sq. ft.	1000 capacity
Practice Court	7,500 sq. ft.	400 capacity
Pepsi Plaza (exterior)	40,000 sq. ft.	2500 capacity
Suites	various	75 total

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