



louisville arena authority

RELEASE DATE: September 10, 2026

REQUEST FOR PROPOSAL

To: Potential Providers – Seating Replacement Project

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

This document constitutes a request for proposal by the Louisville Arena Authority (“LAA” or “Arena Authority” or “Owner”) from qualified providers, at the KFC Yum! Center (the “Arena”).

The RFP Response Due Date is October 7, 2026, at 2 pm EST.

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 is managed and operated by Legends Global, Inc. pursuant to a management agreement dated July 1, 2012, and subsequent addendums. Legends Global is authorized to act as agent for the Louisville Arena Authority in the management of this Request for Proposal with selection of award made by the Louisville Arena Authority Board of Directors.

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, private events and conventions. The Arena will be host to the 1st and 2nd Rounds of the NCAA Men's Basketball Championship in March 2027 and the USA Gymnastics Olympic Team Trials in June 2028.

PROJECT BACKGROUND

INTENT AND SCOPE

As part of its long-term capital improvement plan, The Louisville Arena Authority is seeking to replace the 16-year-old fixed seating at the KFC Yum! Center. In parallel with this Seat Replacement Project, the LAA has engaged Forward Associates Group Limited ("Forward Associates") to identify opportunities for upgrading the KFC Yum! Center with the goal of enhancing the guest experience at the Arena. While separate projects, the Seating Replacement Project and the Guest Experience Project are integral to each other:

- The Guest Experience Project includes a variety of seating products aligned with differing design intents across general admission, premium hospitality with different tiering of experience. The specifics of each seating type, as defined by Forward Associates, will be outlined in the Project Manual to be distributed at the mandatory pre-bid meeting.
- The LAA anticipates that the installation of the seating included in the scope of this RFP will be conducted in conjunction with the construction of the related premium club spaces that are part of the Guest Experience Project.

The Arena currently consists of the following levels:

Lower Bowl: 8,088 seats (excludes 872 seats on portable seating structures that were replaced earlier this year.)

Suite Level 1: 608 seats

Suite Level 2: 1,918 seats

Upper Bowl: 10,326 seats

A detailed manifest will be provided.

Concert floor seating is not within this RFP scope at this time.

The Louisville Arena Authority is desiring proposals that replace the current seats above in a like-for-like pattern except:

- Replacement of current seating on removable platforms that horseshoe the arena with fixed seating on retractable structures – railing/steps/drapes to be included in response price
- Replacement of selected seats in the lower bowl and suite levels with different seat types. (specific information to be given in Project Manual)
- Recommended options to increase capacity in lower bowl, such as adding one seat per row in three center sections on East and West sides of bowl

Required permitting (if any) and demolition/removal of existing seating and platforms (where applicable) plus any concrete restoration are the responsibility of the selected vendor.

Within the submission of the response to this RFP, we require the following:

- Two to three recommended seat options per seat type that align with the provided design intent, including the manufacturer product information. If certain requirements cannot be met, please explain any related technical issues.
- An outline of your proposed process and methodology by week, identifying key stages, including site surveys, 3D modelling, seat layout studies, capacity assessments, workshops, custom-made elements, Owner decision points, lead times by seat type, impact of existing conditions, and installation. This should demonstrate how responder would progress the project from validation of existing conditions through design development, technical coordination, procurement and installation.
- Information on available finishes, upholstery options, and customization capabilities.
- Information on how retractable seating solutions can be matched, as closely as practicable, to the desired look and feel of adjacent fixed seating within specific sections.
- Pricing based on the seating numbers provided, including an understanding of how pricing would be affected by these phasing options:
 - a) Entire project is done in one summer (anticipated work period from late June through mid-September)
 - b) Project is split with lower bowl installed in one summer (includes 100 and 200 level seating) and upper bowl (includes 300 level) the following summer – please note if there is any impact on pricing on order of these two phases
 - c) Suite levels as a stand-alone proposal that may take place in either of the above phases
 - d) Installation by zone which would require multiple mobilizations of demolition and installation
 - e) Bulk of project is done in one summer leaving few areas to be addressed at a later date (more information on this option to be discussed at the pre-bid meeting).
 - f) Other alternative approaches to installation are welcome and encouraged.

Responders may elect to submit responses on select elements of the Project Manual. If the responder does not choose to or cannot bid on select elements, please clearly identify which seats have been omitted from pricing. Responses should be based on the Project Manual, issued at the RFP pre-bid meeting, arena tour and written responses to written questions.

Please note that colors, materials, and finishes shown within the Project Manual are indicative only at this stage and may evolve. Please note that retractable seating mentioned above should match, as closely as practicable, the desired look and feel of the fixed seating.

The LAA does reserve the right to modify the specifications up to the final order placement.

REQUIREMENTS OF RESPONDERS

- A. Experience in large scale arena seating replacement projects including projects within last 12 months
- B. Professional Liability Insurance
- C. Detailed Warranty & Post-Installation Service Commitments
- D. Ability to Provide Experienced Staff
- E. Ability to perform work on time (possibly working around events) and on budget

PROJECT SCHEDULE

- | | |
|--|------------------------------------|
| • RFP Release Date | 9/10/2026 |
| • Mandatory Onsite Pre-bid Meeting | 9/18/2026 @ 9 am EST |
| • Arena available for individual walks | 9/18/2026 1 pm – 6 pm (if desired) |
| • Written Questions Due Date | 9/25/2026 no later than 2 pm EST |
| • Responses sent to all Bidders | 10/1/2026 |
| • Bid Due Date | 10/7/2026 no later than 2 pm EST |
| • Evaluation Period | 10/8/2026-10/26/2026 |
| • Finalist Interviews | 10/27/2026-10/28/2026 |
| • Anticipated Project Award | 11/16/2026 |
| • Contract Window | 11/17/2026 – 12/17/2026 |
| • Construction Window (tentative) | July / August 2027 / 2028 |
| • Substantial Completion (tentative) | Labor Day 2028 |

INSTRUCTIONS TO RESPONDERS

Mandatory Pre-Bid Meeting

Meeting Date: 9/18/2026 @ 9 AM Eastern Standard Time.

Meeting Location: KFC YUM! Center, One Arena Plaza Louisville, KY 40202

Notice of intent to attend is required to be sent to thamilton@kfcyumcenter.com no later than 24 hours prior to the meeting.

All potential bidders are required to attend the mandatory pre-bid meeting that will be held on-site at the KFC YUM! Center One Arena Plaza Louisville, KY 40202. Attendance will be required, and any future required project specifications and written responses to questions received will only be distributed according to the pre-bid meeting attendance sheet of potential bidders. **There will be a Non-Disclosure Agreement (NDA) that must be submitted prior to admission to the Pre-Bid meeting.** This NDA will be sent in advance upon notice of intent to attend.

Any potential bidders that fail to attend this pre-bid meeting will be rejected accordingly as seen fit in the best interest of the Louisville Arena Authority. In addition to the pre-bid meeting, attendees may walk through the arena on their own to take measurements or look at existing seating during the windows listed above. Attendance at the pre-bid meeting will be required for these independent walks of the arena. There will be no other opportunities to visit the arena other than during the windows listed above.

Preparation of Response:

The respondent is expected to comply with all specifications, terms, conditions and instructions contained in the Request for Proposal (RFP). Failure to do so will be cause for rejection.

Form of Response:

Each response is required to provide the following information, ensuring the information is sufficient to explain the responder's proposed system/product and adherence – or deviation - to the bid specifications:

- Shop Drawings: Submit product manufacturer's shop drawings, indicating dimensions, description of materials and finishes, general construction, specific modifications, component connections, anchorage methods, hardware and installation procedures, plus the following specific requirements:
 - Floor plans of each level indicating seating section numbers, row numbers , seat numbers and seat count
 - Seat sizes and aisle widths
 - Railing locations and attachment details (it is not anticipated that replacement of railing that is anchored in concrete currently will be needed unless noted)
 - Drawings for retractable seating sections must be demonstrated in the both "opened" and "closed" state.
 - Manufacturer's descriptive literature and manufacturer's fabrication specifications.
 - Manufacturer's warranty, if different or in addition to the responder's warranty
 - Inclusion of "rub" tests for proposed products
 - Correlation to seat type identified in Project Manual.
- The response shall include a price proposal detailing costs in an itemized format, including specific breakdowns outlined on page 3 of this RFP. The response must include any exposure to tariffs.
- The response shall describe any potential challenges which may impact delivery date.
- The response shall clearly describe any deviations from specifications provided in this RFP, Project Manual or addenda.
- Alternative options are encouraged. All alternative options must include cost (or deductions) to be considered.

Submission of Proposal:

Responses are accepted only via email to Trevor Hamilton at thamilton@kfcyumcenter.com by the stated due date. Responder will receive a confirmation that the response has been received.

Form of Agreement:

- The responder is advised that the RFP Response Documents contain information that will be incorporated in whole or part, into the Contract.
- The RFP Response Documents may be superseded by such Contract.
- The terms of the Contract will be subject to the approval of Owner, in its sole discretion.
- A Contract, when fully executed, shall comprise a set of General Conditions with Supplementary Conditions, Specifications and a complete Scope of Work, and any other Schedules as may be required to fully describe the work under the Contract.

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 Louisville 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. All respondents must include in their response an affirmation to conform to the policy and a detailed description of their plan for conformance. Inclusion of any MWBE sub-contractors should be noted in response.

SPONSORSHIP/ PREMIUM TICKET PURCHASE

Although not a requirement to submit a response, the LAA encourages prospective responders to state any current sponsorship or ticket purchasing status or express any interest in conversations regarding these opportunities.

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 \$5,000,000.00
 - b. Products - Comp/OPS Aggregate \$5,000,000.00
 - 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. 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 Legends Global Parent Inc, and Legends Global 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 REQUIREMENTS OF RFP

All items below should be included in the bid response. Include the certification and signature at the end of this section.

Please provide a proposal that includes the following:

- 1. E-mailed response sent to Trevor Hamilton at thamilton@kfcyumcenter.com.
 - a. Labeled as follows:
 - i. Company Name
 - ii. Company Address
- 2. Provide each required element below (in order preferred by responder):
 - a. Proposed products with required drawings and technical information, as described on page 6
 - b. Pricing, as described on pages 3 and 6, for:
 - I. Product proposed for any or each of the seating areas as outlined in Project Manual. Pricing should include:
 - 1. Product unit cost
 - 2. Permitting (if applicable)
 - 3. Surveying (if applicable)
 - 4. Demolition
 - 5. Equipment needed for scope of work
 - 6. Installation
 - II. Attic stock
 - III. Aisle lighting – include plan description

- IV. Cup holders (include description of options for each seat product)
- c. Detailed impacts of proposed phases including:
- Cost benefits of options
 - Statement of full order in one production run regardless of install phasing, with the balance warehoused and delivered just-in-time.
 - A single reserved dye lot/masterbatch batch for the full order plus attic stock, with any substitution requiring sign approval and a fresh strike-off.
 - Modeling and continuity for the contract duration, with no component substitution without approval, and a discontinuation clause that points back to the reserved run.
 - Description of storage conditions for warehoused seats (temperature, humidity, UV exposure, stacking limits) plus title, risk of loss and insurance if Authority buys direct.
 - Protection installed over completed zones
- d. Letter of surety from bonding agent, stating your ability to provide a 100% payment and performance bond if you are the successful bidder.
- e. Copy of bid bond.
- f. Copy of Certificate of Insurance for the required amounts.
- g. Relevant references with contact information.
- h. Name and contact information of facilities that proposed product(s) has been installed. Preference is for any facilities that are within a day's drive to Louisville if applicable.
- i. Most recent fixed seating replacement projects with reference information.
- j. Key team members that will be assigned to project.
- k. Statement of training provided to Arena Operations team for initial conversions as required
- l. Statement of "Attic" Stock provided including seat bottoms, backs and cup holders
- m. Responder and manufacture provided warranties (10-year component warranty and 5-year upholstery warranty minimum) including triggers for warrant sovereignty. There should be a common expiration date across phases, surviving removal and reinstallation by others and an appearance make-good remedy if phase two fails the ΔE tolerance at the boundary.
- n. Gantt chart for project to include time required for demolition and installation for the three scenarios listed above
- o. Statement of project sub-contractors needed for scope
- p. Statement of any exclusions

- q. Statement of acknowledgment to follow any federal, state or local ordinances regarding seating demolition, construction, design and installation
- r. As it is anticipated there will be other renovation/construction projects occurring at the same time of demolition and installation of this scope of work, provide a statement of cooperation and collaborative approach to facility access and planning with facility management and other contractors. This should include new seating not to be installed below active overhead work in that zone.
- s. Statement of safety practices and recordable incident rate
- t. Summary of operation, maintenance and cleaning instructions
- u. Statement of any opportunity (if any) for direct material purchase by Owner
- v. Description of close out documents that will be provided to Owner upon Full Completion
- w. Sample of seats proposed (with exception of custom seating) will be required to be delivered to arena prior to date of finalist interviews. Delivery and return of these samples shall be the responsibility of the responder.

CERTIFICATION OF INFORMATION PROVIDED

The information provided herein is accurate to the best of my knowledge and may be accepted by the recipient as a true representation of:

Firm Name: _____

Signed: _____

Principal-in-Charge: _____

Date: _____

Submitting Questions

Any prospective Responder to this RFP is encouraged to submit any written questions they may have no later than by the date above. Send questions to Trevor Hamilton at the KFC Yum! Center at E-mail: thamilton@kfcyumcenter.com. No verbal responses made by any staff member, consultant or arena authority board member shall be binding. Upon request, following any requirements instituted by the Louisville Arena Authority, CAD drawings that are in the possession of the LAA will be supplied to pre-qualified responders, but responders should rely on field observations over CAD drawings. Specific data requests related to facility information or event activity will be supplied to all responders at the discretion of the Louisville Arena Authority.

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.

Evaluation

Evaluation

The Louisville Arena Authority's facility operator, Legends Global, will facilitate the review of proposals and provide technical input so that the scoring may be performed.

After receiving all bids, the Authority shall conduct its evaluation. The Authority, in conjunction with input from Legend's staff, will score each qualified bid. Minor irregularities in bids that are immaterial or inconsequential in nature may be waived wherever it is determined to be in the Arena Authority's best interest. The Louisville Arena Authority Board of Directors will make the award to the highest-scoring proposal, subject to the right to reject all proposals reserved below.

Final Ranking and Selection

The Arena Authority will award the Contract to the Responder whose bid is determined to be the most advantageous to the Arena Authority, considering the criteria identified next.

Basis of Selection

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

Proposal Element	Scoring Percentage	Notes
Experience/ References	20 points	The response that reflects the highest level of relevant experience and references will receive up to 20 points.
Delivery of Work Timeline	20 points	The response's plan for delivery of scope of work, with the installation plan that aligns with the goals of the LAA will receive the full 20 points.
Warranty and service commitments	10 points	The response's plan outlines the warranty and service commitments that align with the goals of the LAA will receive the full 10 points.

Vision and Understanding	20 points	The response's plan that reflects an understanding of the relationship of the variations of style, quality, and how products proposed align with the vision of the LAA will receive the full 20 points.
Price	30 points	The respondents' proposed price for proposed products that is lowest for value of overall price, will receive the full 30 points. Any competing bids will be scored on a scale of comparison between that price and the lowest value for price

Negotiation and Award of Contract

Interviews and negotiations may be held to promote further understanding of bid 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 bids 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 except as required by law.

Reservation of Rights

The LAA reserves the right

- to amend, modify or withdraw and reissue this request;
- to waive or revise any requirements of this request;
- to issue addendums as needed;
- 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.
- to visit certain facilities as part of the evaluation of products being proposed even if not listed as a reference by responder.
- to divide this scope of this RFP to different responders or to delay certain elements completely and issue a RFP for those elements at a different time.
- 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 Owner-furnished materials as part of its contractual obligations.

- The LAA reserves the right to implement Liquidated Damages for failure to complete project per the Response.

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 oblige 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

Bids must be received via email by **2:00 PM Eastern Standard Time on October 7, 2026** to:

Trevor Hamilton
thamilton@kfcyumcenter.com

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.