



July 1, 2024

REQUEST FOR PROPOSAL

To: Potential Providers

Re: Request for Proposal (“RFP”) Event Staffing– KFC Yum! Center

This document constitutes a request for quotations by ASM Global (“ASM”) from qualified contractors to provide certain event staffing (“Services”) within the KFC Yum! Center (“Arena”).

The RFP Response Due Date is July 15, 2024.

BACKGROUND

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 capacity of the KFC Yum! Center is 22,000 seats with flexible configurations for the various events it hosts. The location of the Arena is One Arena Plaza, Louisville, Kentucky 40202.

The Louisville Arena Authority, Inc. a Kentucky non-profit, non-stock corporation is the owner of the Arena and has granted ASM the authority to act as its agent and as the sole and exclusive manager of the Arena, pursuant to that certain Management Agreement, dated July 1, 2012, by and between Owner and ASM along with various Amendments.

PROJECT SCOPE OF WORK

The purpose of this RFP is to select a vendor (“Contractor”) who can provide a turnkey event staffing service. Please see Exhibit A for the detailed scope of work. It is anticipated a three-year agreement will be initially issued for this contract with a potential two-year extension possible

upon mutually agreeable terms. Prospective Respondents are encouraged to review ASM's reservation of rights concerning cancelation of this RFP discussed below. This RFP may be canceled or withdrawn at the election of ASM.

MWBE PARTICIPATION

The Louisville Arena Authority 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 Louisville Arena Authority 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.

INSURANCE

A. Without in any way limiting or altering the indemnification requirements of Contractor under or pursuant to this RFP, Contractor shall, at its sole expense, procure and at all times maintain during the term of this Agreement all of the following insurance:

- i. Commercial general liability insurance ("CGL") and, if necessary, commercial umbrella insurance with a limit of not less than \$20,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, such limit shall apply separately to Contractor's coverage for its operations at the Facility. This policy shall include a waiver of subrogation in favor of AEG Management Louisville, LLC; ASM Global Parent, Inc.; Louisville Arena Authority, Inc. and their successors and permitted assigns.

CGL insurance shall be written on ISO occurrence form CG 00 01 04 13 (or a substitute form providing equivalent coverage) and shall cover liability arising from operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract including the tort liability of another assumed in a business contract.

- ii. To the extent applicable, a personal property floater and/or miscellaneous equipment insurance coverage on all of Contractor's personal property, including a waiver of subrogation in favor of AEG Management Louisville, LLC; ASM Global Parent, Inc.; Louisville Arena Authority, Inc. and their successors and permitted assigns.

- iii. To the extent applicable, errors and omissions/professional liability insurance with a liability limit of at least \$1,000,000 each claim and \$1,000,000 in the aggregate.
- iv. Commercial auto liability insurance with a limit of not less than \$5,000,000 combined single limit, providing coverage for all owned, non-owned and hired autos. Any combination of primary and umbrella excess insurance shall satisfy this requirement.
- v. Workers' compensation insurance, including a waiver of subrogation in favor of AEG Management Louisville, LLC; ASM Global Parent, Inc.; Louisville Arena Authority, Inc. and its successors and permitted assigns, with statutory benefits as required by any state or federal law, including "other states" insurance and employers' liability insurance (and, if necessary, commercial umbrella liability insurance) with limits not less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease and \$1,000,000 policy limit for bodily injury by disease.

If coverage as required in this paragraph is written on a claims-made basis, Contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of this contract; and that continuous coverage will be maintained, or an extended discovery period will be exercised for a period of three years beginning from the time that work under the contract is completed.

- B. The insurance required hereunder shall be considered primary insurance and all insurance carried by AEG Management Louisville, LLC; ASM Global Parent, Inc.; Louisville Arena Authority, Inc. and its agents, employees and the parties for which it is operating, shall be considered non-contributing in relation thereto. Any and all deductibles in the above-described insurance policies shall be assumed by, for the account of, and at the sole risk of Contractor. Concurrently with the execution of the Agreement and at such other times as reasonably requested by ASM or ASM Global Parent, Inc., Contractor shall deliver to ASM certificates of insurance confirming the existence of the insurance required by the Agreement and naming the ASM Indemnitees as additional insureds under the commercial auto liability, commercial general liability and if applicable the errors and omissions/professional liability policies.
- C. All insurance shall be affected by valid and enforceable policies issued by insurers of responsibility, licensed to do business in the applicable state with such responsibility and insuring agreements to meet with the reasonable approval of ASM. An insurer with a current A.M. Best rating of at least A-, VII or better shall be deemed to be acceptable. Receipt by ASM of a certificate of insurance which is more restrictive than the Agreement shall

not be construed as a waiver or modification of the insurance requirements above or an implied agreement to modify same nor any verbal agreement to modify same is permissive or binding. Any agreement to amend the provision of this Agreement must be in writing and signed by the parties.

- D. In addition to any other remedies, which ASM may have if Contractor fails to obtain or maintain any insurance policy or policies required under this Agreement and without limiting such other remedies, ASM may, at its sole option:
- i. Obtain such insurance and deduct the amount of any premiums required thereunder from any sums due to Contractor under or pursuant to this Agreement;
 - ii. Order Contractor to stop work under this Agreement and withhold payments which are then or may thereafter become due to Contractor until such time as Contractor shall demonstrate complete compliance with the terms of this Agreement; and
 - iii. Immediately terminate this Agreement upon notice to Contractor.
- E. Nothing contained herein shall be construed as limiting in any way the extent to which Contractor may be held responsible for payment of damages or other sums to persons or property resulting from Contractor's (or Contractor's subcontractors, if any) performance or failure to perform under this Agreement or resulting from any other acts or failure to act on the part of Contractor.
- F. Contractor shall require and verify that any subcontractors maintain insurance meeting all the requirements as broad as stated herein and that they name Contractor and AEG Management Louisville, LLC; ASM Global Parent, Inc.; Louisville Arena Authority, Inc. and its successors and permitted assigns as additional insureds. All insurance coverage available to Contractor and any available proceeds in excess of specified minimum limits shall be available to ASM and/or ASM Global Parent, Inc.
- G. Some services provided to ASM and ASM Global Parent, Inc. may present unique risk exposures that will result in the reasonable requirement of additional types of insurance coverage(s) from time-to-time, as determined by ASM Global Risk Management.

TAXES

Payment of applicable sales or wage driven taxes shall be the responsibility of Contractor and identified on each Proposer's Bid Form.

RESPONSE TERMS OF RFP

Please provide a proposal that includes the following:

1. Comprehensive hourly rate inclusive of full scope of work as noted above and exhibit A. Please provide all rates for a three-year agreement by position if bidding company deems it necessary to have multiple billing rates to service the scope of work.
2. Detailed staffing plan including current size of staffing roster. Bidders who do not have a current local roster of at least 350 employees or can present a plan on attaining this number within 90 days of award will not be considered. Please also include actual pay rate of employees by position.
3. Plans for recruiting and retention.
4. Description of company history, relevant work history, references, and training methods for staff. Include specific event history for providing event staffing needs of at least 5,000 attendees at similar venues such as arenas, stadiums or other sporting facilities. Bidders who do not have experience with providing similar services at similar venues of at least 5,000 attendees will not be considered.
5. Sample uniform pictures.
6. Status of Safety Act Designation or Certification.
7. Adherence to Insurance requirements as outlined in this RFP.
8. Provide confirmation if bidding company is a certified Minority or Women Owned Enterprise. If not, please provide anticipated percentage of labor force that will be acquired through a partnership from a Minority or Women Owned Enterprise.
9. Please include potential sponsorship interest, including a monetary amount bidding company would be willing to commit to upon award of the contract.

10. Confirmation that the services must be able to be implemented in any case no later than September 1, 2024.

EVALUATION AND SELECTION PROCESS

1. Evaluation

The Arena's management and operations firm, ASM Global, will facilitate the review of proposals so that the scoring may be performed. The Louisville Arena Authority has granted limited authority of ASM Global to 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, ASM Global will hold a Mandatory Pre-Bid meeting and a "walk through" to view the Center, on July 10, 2024, from 10:00am to 12:00pm at the Arena site, located at One Arena Plaza, Louisville, KY 40202. Contact Michael Sullivan at ASM Global at E-mail: msullivan@kfcyumcenter.com to make a reservation for this walk through, which is limited to up to 4 attendees per prospective bidder. Following this meeting, ASM Global staff will respond to any inquiries from prospective Responders. Any prospective Responder to this RFP is encouraged to submit any questions they may have.

Questions must be written and addressed to Michael Sullivan, ASM Global, via email msullivan@kfcyumcenter.com. Questions must be submitted by no later than 5:00 p.m. local time on **July 11, 2024**. ASM reserves the right to provide responses and/or clarifications to inquiries, or to make no response at all. Answers to questions will be distributed to all companies that attend the Pre-Bid meeting. Firms submitting inquiries are advised not to rely on any verbal advice/instruction, and only to rely on written instructions from ASM.

3. Qualified Responders

ASM shall review each proposal for compliance with all necessary requirements of this Request for Proposals. 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, ASM shall conduct its evaluation. ASM will then score each

qualified quotation. Minor irregularities in quotations that are immaterial or inconsequential in nature may be waived wherever it is determined to be in ASM’s best interest. ASM reserves the right to conduct interviews with final candidates and to allow a Best and Final Proposal at its discretion.

5. Final Ranking and Selection

ASM will make recommendations for the award of the Contract to the Responder whose proposal are determined to be the most advantageous to ASM, 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 and meets all requirements of this RFP will receive the full 50 points. Any competing proposals will be scored on a scale of comparison between that price and the lowest price*
Relevant Experience and References	40 points	The companies will be scored based on their prior experience and references and will receive up to 40 points.
Implementation Timeline	10 points	The proposal’s plan for installation, by meeting the established deadlines will receive the full 10 points.

- For example, if one proposal price is for \$10.00/hr and one proposal price is for \$12.50/hr, then the proposal containing the \$10.00/hr pricing will be awarded 50 points, and the proposal containing the \$12.50/hr price will be awarded $\$100/\$125 = 0.8 \times 50$, or 40 points.

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. ASM reserves the right to accept the best proposal, as submitted, without further conversations or negotiations, and may do so. ASM will rank each finalist. ASM and the first ranked finalist shall then negotiate in good faith the terms and conditions of a contract. If such negotiations are unsuccessful, ASM shall then negotiate with the second ranked finalist. This process will continue until ASM has reached a satisfactory agreement. ASM retains the right to reject all quotations at any time during the process. No public submittal opening will be held. All quotations will be treated as closed records.

8. Reservation of Rights

ASM 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 ASM deems it to be in its best interests to do so. ASM 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 ASM does not obligate ASM in any manner whatsoever. Legal obligations will only arise upon execution of a formal agreement by ASM and the selected provider.

SUBMITTAL REQUIREMENTS

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

- I. Information About Your Firm
 - A. Firm and personnel qualifications and experience in matters relating to the operation and maintenance of public access facilities, large sports venues, and in general.
 - B. Capacity and ability to be responsive.
- II. The Information required in Basis of Section (6) above and details within Exhibit A, including price, prior work experience, references and implementation timeline. Provide a full and complete compensation rates for Services, including per hour rates.
- III. The specifications and manufacturer information for the equipment 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, if any, will result in the proposal being considered non-responsive.

PROPOSAL DEADLINE

Proposals must be received by **2:00 PM Eastern Daylight Time on July 15, 2024**. Each quote should be submitted via email to:

Michael Sullivan
msullivan@kfcyumcenter.com

To the extent appropriate, practical or feasible, ASM will respond to questions concerning this RFP.

EXHIBIT A

CONTRACTOR TO PROVIDE THE FOLLOWING SERVICES:

- Liaison with Arena management to agree to a guest services/security plan for each event
- Contractor shall provide unarmed security officers and/or unlicensed event and guest services staff as requested by ASM for events (“**Service Personnel**”).
- Service Personnel shall be responsible to provide front of house security, back of house security, usher services, ticket taker/scanning service and other labor as mutually agreed upon by ASM and Contractor.
- If within contractor’s capacity, please include option for parking labor and proposed financial terms for this added scope of work.
- Contractor shall always be responsible for the direct supervision of the Service Personnel.
- Contractor shall provide a designed representative per deployment of Service Personnel to report and confer with the Arena designated representative.
- Contractor’s service personnel shall be assigned to specific posts at the Facility, as directed by the staff of the Facility.
- All management and administrative costs; industry standard security officer/event staff training and state certification (for licensed positions)
- Training shall include ASM mandated courses and as well as contractor’s provided training courses
- Pre-employment drug screening/ background checks
- All uniforms, payroll and associated expense
- All required handheld radios (minimum of 50), which includes all necessary accessories
- Contractor to provide an Incident reporting system including computers and licensing required for use. It is understood that ASM’s 24-Hour Security staff will utilize the incident reporting system at its discretion.
- ASM will provide office space on-site. All expenses related to provided office space including office equipment and long-distance charges to be the responsibility of the Contractor.
- All recruiting, screening and hiring expenses to be the responsibility of the Contractor

TYPICAL DUTIES:

- Conducting searches of guests upon entry, including the proper use of walkthrough metal detectors and handheld wands.
- Conducting searches of guests’ bags and personal items for weapons and other prohibited items
- Setting up and breaking down of search areas, including the movement and placement of equipment, may be requested at times.
- Advising guests of prohibited items that they must either dispose of or return to their vehicles before admittance.
- Denying guests who may be intoxicated or impaired.
- Verification of proper guest ticketing.
- Verification of valid credentials of working staff and controlling access to specific areas within the venue.
- Distribution of wristbands or other proofs of entry.
- Management of queues and monitoring crowd safety issues.
- Monitoring assigned areas for proper guest and staff conduct.
- Directing patrons to seats and general way finding around the Center.
- Implementation of emergency procedures where necessary, including evacuation of disabled persons.
- Identification and ejection of persons in violating of venue policies.
- Identification and control of unauthorized selling, vending and merchandising.
- Providing event related escorting and marshalling.
- Providing additional security to VIPs and high-profile visitors.
- Liaising with other security personnel working at the venue.
- Provision of written post event reports detailing any incidents, ejections, customer service issues or violation of venue policies.
- Provision of any equipment required to carry out the duties listed above.

- Working and consulting with ASM to agree upon a security and guest services staffing plan for each event.
- Other security duties as requested by ASM.
- Staffing and operating of elevator.

ITEMS PROVIDED BY ARENA:

- Keys, as required for the execution of work (one set only). Under no circumstances shall the Contractor or any of their employees have duplicate keys made or allow keys to leave the Facility. Keys should be checked out and returned for each shift/event. Should duplicate keys be made or the original set lost, the penalty for doing so will be that the Contractor will be held responsible for all costs entailed in re-keying the building or specified areas as required.
- Arena guest relations training program(s), provided that Contractor shall remain responsible for paying Contractor's employee wages during the training program(s).
- Walk-through Magnetometers, Ticket Scanning Equipment and Handwands will be provided by the Arena subject to a standard of care that is appropriate by Service Personnel provided by Contactor.

SERVICE PERSONNEL:

- Contractor represents that all Service Personnel utilized by Contractor shall be trained by Contractor using Contractor's approved materials/instructions and shall be competent to perform their duties and otherwise furnish the Services.
- At Contractor's sole cost and expense, Contractor shall provide each Service Personnel with a proper uniform (pending approval by Arena) and any such equipment, as it shall, with the approval of Arena, deem necessary or appropriate. Arena reserves right to provide uniform at its discretion and cost.
- Contractor shall furnish Services in conformity with practices which are generally accepted and current in the security and/or the events industry.
- Contractor represents that Contractor has or will perform background checks for all Service Personnel in accordance with applicable federal, state, municipal and local laws that includes criminal and, if applicable, motor vehicle histories on licensed security officers and may include other matters as required by applicable law. Contractor further represents that all such Service Personnel have passed such background checks prior to furnishing the Services. Such background checks shall be obtained by Contractor at Contractor's sole cost and expense.
- Contractor will be responsible for the hiring and dismissing of any of its employees. However, authorized Company representatives shall have the right to have any employee removed from the Facility.
- Contractor will be responsible for preparing all work schedules assuring that each post and shift is accounted for.
- Employees shall be uniformly dressed and clean and neat in appearance. All employees must display identification prominently and at all times while on Facility premises.
- All Contractor's employees shall be qualified and properly trained in the theory and practical application of security service, proper crowd management, and customer relations techniques.
- All Contractors' employees shall be held to the highest standards of customer service in all interactions with patrons, guests, employees or any other person.
- Contractor must provide security employees with appropriate two-way radios recommended and approved by Company.
- Company retains the right to demand placement and deployment of specific positions and quantities of personnel.
- Contractor must conduct background checks and drug screening on all employees working at the Facility, including supervisors and management personnel.
- All security personnel and management providing services at the Facility will be exposed to the public in all phases of job descriptions. Therefore, Company requires the following qualifications:
 - Background on last five (5) years or as reasonably available including fingerprint check.
 - No criminal background or any conviction involving moral turpitude.
 - Must be a citizen, permanent resident alien, or holder of a valid visa permitting employment.
 - Must be a regular full or part time employee of the Contractor.
 - Must be a licensed/registered security guard/officer in the State and fully bondable or already bonded, if required by applicable law.
 - Must be able to verbally communicate in a clear, distinct and courteous manner.

- Must be able to write clear and accurate reports and be able to complete any and all types of reports.
- Must successfully complete the training as prescribed by the Contractor, internal programs prescribed by Company, and must be approved by Company.
- All Contractor personnel shall receive complete training and instructions from Company including but not limited to the following:
 - Fire Safety, Prevention and Control.
 - Procedures in reporting emergency problems or situations.
 - Search and detection of bombs.
 - Crowd control.
 - Minimum first aid and CPR mandatory.
 - Training in Company's Crisis Management Plan as provided by Contractor to Company.
 - Conflict management and resolution.
 - Cultural sensitivity.
- Contractor personnel and supervisors training documentation, fingerprints, background checks or other employment information as provided or obtained by Contractor shall be made available to Company upon request.
- Contractor shall document that all contracted security services personnel assigned to an event at the Facility are licensed/registered security guards/officers in the state and fully bonded, to the extent required by the Commonwealth of Kentucky.
- Company reserve(s) the right to review and approve, in its sole discretion, all subcontractors or contract labor used by Contractor.
- The deployment of security personnel is specific to the Facility and will be customized based on the Facility requirements which may also include the following:
 - Maintaining an adequately sized, equipped, and trained security force. Ensure that adequate security personnel are on duty or on call in the event of an incident.
 - Personnel requirements are determined using several factors. These include guidelines of promoter/producer requirements, profile of the event, and the experience of Contractor's qualified Security Manager.
 - Consider employing local law enforcement personnel on a part-time basis to supplement the facility's security force.
 - Determine the availability of security reinforcements that would be deployed during heightened threat conditions.
- Security personnel will adhere to Facility requirements and procedures including the following:
 - Roving security patrols, both in exterior and interior areas of the property on an intentionally unpredictable basis to avoid pattern detection by possible hostile reconnaissance.
 - Conducting the visual searches of patrons at gate entrances. Including proper use of walk through metal detectors and handheld wands.
 - Advising guests of prohibited items that they must either dispose of or return to their vehicles before admittance.
 - Assisting the gate personnel with ticket holders who may be denied admission into the facility.
 - Monitoring assigned areas for potential problems and violations.
 - Assisting the crowd control personnel, as needed, with ejection of individuals from the facility.
 - If staffing allows, monitoring the sale of alcohol at concession stands and by vendors.
 - Providing additional security measures (e.g., body guards) to VIPs and high-profile visitors.

TRAINING PROGRAMS:

Contractor will implement a program of instruction and training material for specific training purposes appropriate in the reasonable judgment of Contractor and ASM. The Contractor's Manager may also tailor presentations to the organization

and solicit other security professionals to speak on their areas of responsibility, training, and experience. For example, a local police representative could address crime prevention.

Contractor's Manager should ensure that all persons performing tasks on behalf of the Arena and ASM who have the potential to prevent, deter, detect, disrupt, defend, respond to, mitigate or be affected by identified risks are provided the appropriate training, education and experience.

- The local ASM management team, in conjunction with ASM Global's corporate security department, should identify competencies and training needs.
- All of Contractor's employees shall be required to undergo ASM's mandatory minimum training programs (described above); Contractor shall remain responsible for payment of wages to Contractor's employees during such training program.
- All courses will be developed based on adherence to industry standards, local and state regulations, Company's customized requirements, and including the following reference sources:
 - Federal Emergency Management Agency - Emergency Management Institute
 - Department of Homeland Security
 - International Association of Venue Managers (IAVM)
 - Local college and university training courses

MISCELLANEOUS:

- ASM shall be responsible for any decisions or directions to Contractor regarding the location, number of Service Personnel, and placement of Service Personnel.
- ASM shall provide Contractor with all information needed to deploy Service Personnel, including, but not limited to post orders concerning the Facility.
- There shall be a three (3) hour minimum for each position scheduled with re-deployment potential. ASM reserves the right to reduce staffing levels after the three (3) hour minimum.
- The Contractor shall provide written estimates of security expenses within a reasonable time prior to events or as requested by ASM. All services must be provided at straight time for all events. Straight time reflects no overtime other than holidays identified in this Exhibit.
- Invoices will be submitted to ASM indicating events, etc., with sign in sheets identifying each guard associated with the events. Invoices and other reports requested by Company will be submitted following each event, listing each employee by position and the number of hours worked during the event.
- Safety Act Designation or Certification is required.