



CITY OF LAKE CHARLES

RANDY ROACH
MAYOR

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OFFICE OF THE MAYOR

June 8, 2010

TO: Real Estate Developers

RE: City of Lake Charles, La. - Request for Proposals – Hotel Developer

As a part of the revitalization of the downtown and the development of its lakefront properties, the City of Lake Charles seeks proposals from private hotel developers to plan, finance, build and operate a high quality waterfront convention/conference hotel, consisting of 250 plus rooms, preferably chain affiliated, and having the full compliment of Class-A rooms, appurtenant meeting facilities, culinary and entertainment accommodations with an associated parking garage.

A copy of the RFP is enclosed, and is posted on the City's website at www.cityoflakecharles.com.

We invite you to submit your proposals by 4:30, Monday, August 9th, 2010. A pre-submittal meeting will be held at the Lake Charles Civic Center at 2:00 p.m. on Thursday, July 8th, 2010. We appreciate your interest in this matter.

With best regards, I am

Sincerely yours,

A handwritten signature in black ink that reads "Randy Roach".

RANDY ROACH
Mayor
City of Lake Charles

§1 INTRODUCTION

This Request for Proposals is an invitation by the City of Lake Charles (the “City”) to private hotel developers to plan, finance, build and operate a high quality waterfront convention/conference hotel, consisting of 250 plus rooms, preferably chain affiliated, and having the full compliment of Class-A rooms, appurtenant meeting facilities, culinary and entertainment accommodations with an associated parking garage.

Opportunity

The City lies along the shores of Lake Charles, a naturally occurring lake along the Calcasieu River estuary. In the past, the City filled a portion of the lake creating land for a park and a municipal civic center. Following the devastation of Hurricane Rita and in the spirit of re-building and rebirth which emerged thereafter, the City pledged to renew and reinvigorate its historic downtown. As a part of that project, the City hopes to attract a hotel conference center adjoining the city’s lakefront civic center. As a result, a rare opportunity awaits.

The City now has to offer, under a long term lease, its lakefront property immediately adjacent to the Civic Center for a hotel and convention center facility. The Civic Center is owned and operated by the City and was constructed in 1968. The Civic Center consists of the following:

- James E. Sudduth Coliseum -7,450 seating capacity
- Rosa Hart Theater -2,030 seating capacity
- Exhibition Hall-17,875 square feet
- Meeting Rooms (3) -22,254 square feet

The Civic Center is host to numerous cultural and sporting events, such as the Lake Charles Civic Ballet, Lake Charles Symphony, Contraband Days, National Indoor Football League's Swashbucklers, concerts, and others. Furthermore, this hotel project would join and benefit from the City’s investment of more than \$30 million in improvements to its lakefront amenities and the downtown.

Geography

Lake Charles is located in southwestern Louisiana and is the state’s fifth largest city. Bisected by Interstate 10, and well served by rail, water and air, the City is 140 miles east of Houston and 120 miles west of Baton Rouge. With approximately 185,000 residents in Calcasieu Parish, Lake Charles is the major economic, governmental, educational, and cultural center of Southwest Louisiana and the western anchor of

Louisiana's Acadiana region. The Gulf of Mexico lies thirty-one (31) nautical miles downriver from downtown Lake Charles. Southwest Louisiana's extensive marsh lands, the trophy fishery that is the Calcasieu estuary, and its strategic location at the southern tip of the central flyway for migratory waterfowl establishes Lake Charles as a major gateway to the "Sportsman's Paradise." Steeped in history as the hideaway of Jean Lafitte coupled with its Cajun culture, Lake Charles is often referred to as the Festival Capital of Louisiana.

Economy

The petrochemical and gaming industries are the major drivers of the local economy, followed by McNeese State University, the Port of Lake Charles, and agriculture. Lake Charles has been largely isolated from the recent economic downturn and finds itself as one of the few bright spots of economic activity and growth in the nation.

The links below will assist the private developer in gaining a snapshot of the local economy and will provide data and statistics to assist in developing market strategies for the Lakefront Development project.

Lake Charles/Southwest Louisiana Convention & Visitors Bureau	http://www.visitlakecharles.org/
SWLA Economic Development Alliance	http://www.allianceswla.org
McNeese State University's Drew Center or Economic Development	http://www.mcneese.edu/drewecon/
Metropolitan Planning Organization IMCAL	http://www.imcal.webs.com
Chennault International Airport	http://www.chennault.org/
Petrochemical - Lake Area Industry Alliance	http://www.laia.com/
Lake Charles Harbor and Port	http://www.portlc.com/
Louisiana Gaming Control Board	http://lqcb.dps.louisiana.gov/
Louisiana Site Selection Center	http://www.lasiteselection.com/lakecharles/

§2 SUBMISSION OF PROPOSALS

A pre-submittal meeting will be held at the Lake Charles Civic Center at 2:00 p.m. on Thursday, July 8th, 2010. Responses must be submitted to the City for review by 4:30 p.m. on Monday, August 9th, 2010. Thereafter, the City may negotiate with one or more developers until an agreement has been reached. The City will select the most qualified developer or developer(s) for this Project based upon the overall quality of their responses to this request, including:

- Respondent's plan for obtaining the funds and financing to complete the project;
- Respondent's expectations with regard to the City's contribution/financial commitment, if any, to the project;
- Respondent's integration of the project with the Civic Center and proposals for joint or coordinated management of both facilities;
- The extent to which respondent's have developed and identified their team including the hotel brand/franchise;
- Evidence that the proposal has included a feasibility study of the Lake Charles area hotel market and aptly includes the findings;
- The proposals incorporation of methods to facilitate regional marketing initiatives, in part, through the Southwest Louisiana Convention & Visitors Bureau, Creole Nature Trail & Scenic Byway program, and others;
- The quality, ability and experience of the development team;
- The quality and responsiveness to the proposed vision of Lake Charles;
- The degree the proposal uses Smart Growth principles, and is consistent with the City's downtown goals and the Smart Code;
- The size and scope of the development;
- The contribution to downtown Lake Charles; and,

The City reserves the right to reject any and all responses. The selection of a developer or developers shall be according to the sole and absolute discretion of the City. The City reserves the right to refuse to negotiate with any and all respondents should it so choose.

REGISTRATION AND QUESTIONS

An interactive version of this document is available on the City of Lake Charles Website www.cityoflakecharles.com . Please view this interactive document to fully access links to the referenced background materials and source documents.

All interested proposers should email an indication of your interest in this

Request for Proposals to the following address:

- c/o Lori Marinovich lmarinovich@cityoflc.us

All questions should be submitted in writing and should be directed to:

- Downtown Development Authority
c/o Lori Marinovich lmarinovich@cityoflc.us
PO Box 900 Lake Charles, LA 70602 or
326 Pujoe Street, 7th Floor Lake Charles, LA 70601
Phone 337- 491-1292 Fax 337-491-9187

Form of Response

The City reserves the right, in its sole discretion, to reject any Response that it deems incomplete or unresponsive to the RFP requirements. The City also reserves the right, in its sole discretion, to reject any and all responses for any reason or for no reason, and to proceed (or not proceed) with the development of the Project (either by itself or in conjunction with one or more third-parties without completing this RFP process. If a Response is found to be deficient, the Respondent may be given an opportunity to remedy the deficiency once notified by the City.

Respondents may submit more than one Response to this RFP. Team members of one Respondent may participate as team members of another Respondent (so long as each affected Respondent gives its consent).

In evaluating the capabilities of the Respondent, the City may utilize any and all information available to it (including information not provided by the Respondent). Responses should clearly and concisely state the unique capabilities, experience, and advantages of the Respondent, and demonstrate the Respondent's capability to satisfy the requirements and objectives set forth in this RFP. Initial Responses should be not longer than 100 pages of text.

Responses in both hard-copy and electronic format are preferred and should include the following information on a standard-sized letter format:

Part A – Identification of Team

Purpose: To understand the relationship of team members and evaluate their ability to work together to bring the Project to fruition; and to identify all stakeholders in the Project.

1 A brief overview of the Respondent and each of its partners/members (including a description of all relevant experience thereof) and resumes of key Respondent individuals.

2 A statement identifying the managing individual, principal partner, member or co-venturer (including at least three references).

3 A description of the proposed ownership structure of the proposed developer/ground lessee, and of each of the principals thereof, as well as an organizational chart illustrating the relationships between the various partners/members.

4 The name, address, telephone number, facsimile number and electronic mail address of each individual listed above, including the identification of the primary contact.

5 A credit reference for key Respondent firms and members.

Part B – Team Member Qualifications

Purpose: To evaluate a Respondent's experience in planning, financing, constructing, marketing and managing hotel convention center developments similar to the Project.

1 A list of those key professionals, such as architect, engineer, general contractor, and zoning counsel (and, as applicable, consultant, management agent, leasing agent, etc.), who or which will be retained to develop, construct and/or operate the Project, along with a brief summary of their relevant experience and qualifications.

2 A description of each team member and their roles and responsibilities.

3 A description of similar projects undertaken by the members of the Respondent's team (including a statement of the dollar value of such projects).

4 Address whether the Respondent or any participating team members have been involved in any litigation or legal dispute regarding a real estate venture during the past five years.

Part C – Development Program and Conceptual Plans

Purpose: To evaluate a Respondent's plan for providing a first-class convention/conference hotel. To evaluate the quality, innovation and coherence with the existing lakefront and downtown areas and neighborhood of the proposed design for the Project and the overall extent to which it meets the City's objectives.

1 A description of the proposed Project identifying the specific properties to be developed; the proposed square footage, on a gross and net basis, for the proposed Project by use; the number, mix and proposed square footage of the meeting and event spaces; lot occupancy; building height; number of parking spaces; and all other amenities proposed for the Project.

2 A set of concept sketches, showing the proposed Project and a set of schematic renderings of the proposed Project showing the principal elevations and massing, streetscape and landscape plans, and entry features.

3 A description of the proposed exterior materials and other key specifications.

Part D – Operation

Purpose: To evaluate Respondent's proposals for the management of the hotel and related convention space and properties.

1. A description of the management and marketing plan for the hotel including the specific brand or flag under which the facility will be operated.
2. A description as to how Respondent proposes to coordinate management of the hotel property and the Civic Center.

Part D – Timeline

Purpose: To evaluate a Respondent's proposed design, construction and opening for business and its plan for expeditiously obtaining approvals necessary for the Project.

1 A preliminary timeline for the development, securing financing, construction, build-out and lease-up of the proposed Project (including a listing of the development, zoning and other approvals the Respondent will seek and the anticipated schedule for obtaining such approvals).

- 2 A statement setting forth contingencies affecting such timeline.

Part E – Financing Plan

Purpose: To evaluate a Respondent's financial strength and ability to obtain debt and equity financing for the Project; and to provide a reasonable assurance regarding the ability of the Respondent to deliver the proposed Project within the relevant timeframes.

1. A description of the intended sources of equity for the proposed Project.
2. A description of the intended sources of debt financing.
3. A statement disclosing any anticipated conveyance of the Project or any interest therein or any interest in the ground lessee (and the terms of such conveyance if available).
4. A statement identifying any incentives or programs to assist in the funding of the Project.

Respondents should be prepared to provide more detailed information concerning the sources of financing and their financial ability and commitment to the Project. The City may require letters of credit from lenders and other such evidence of the ability to fund and complete the Project. Responses which rely upon private sources of capital and which, correspondingly, do not look to the City for financial contributions/assistance will be viewed more favorably.

Part F – Development Agreement & Ground Lease Terms

The proposed Development Agreement and Ground Lease terms should be presented.

§3 MISCELLANEOUS TERMS

Reservation of Rights

The City of Lake Charles reserves the right to reject any and all responses and to waive technicalities as deemed to be in the best interest of the City. The City of Lake Charles reserves the right to request additional information from a respondent(s) as deemed necessary to analyze responses.

In the event it becomes necessary to revise any part of this request for proposals, addenda may be created and emailed to registered firms who have provided an email address. If desired, a hard copy of any addenda may be provided upon request.

Lake Charles is not liable for any cost incurred by any party prior to issuing a contract. The contents of this submittal may be included in contractual obligations if a contract ensues from this process. No reimbursement will be made by the City of Lake Charles for any costs incurred prior to a formal notice to proceed should an award of contract result from this solicitation.

Insurance Requirements

Commercial General Liability, Business Automobile Liability, Workers' Compensation, and Professional Liability Insurance are required from firms that enter into a professional services contract with the City of Lake Charles. This information is being provided for informational purposes only. Insurance coverage and limits will be determined and an actual insurance attachment prepared based on the proposed services submitted by the chosen professional services provider.

Projects that are conceptual, feasibility, development, master plans, etc. resulting in no construction or no construction oversight require Professional Liability with at least \$250,000 limit per claim, \$500,000 aggregate limit. Typically, projects that involve development or preparation of system specifications, diagrams, schematics, etc. or result in construction or construction oversight require Professional Liability with at least \$1,000,000 limit per claim, \$1,000,000 aggregate limit. Please provide evidence or declaration indicating the types of insurance that is purchased for your business operations.

Legal Compliance

Respondents agree to abide by the requirements of the following laws as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1972, and the Americans With Disabilities Act of 1990. Further, Respondents agree not to discriminate in its employment practices, and will render services under any Agreement, without regard to race, color, religion, sex, national origin, veteran status, political affiliation, disability, or sexual orientation. Any act of discrimination committed by Respondents or failure to comply with the foregoing legal obligations, as applicable, shall be grounds for termination of any Agreement.

Conflicts of Interest/Non-Collusion

It is important that Respondent avoid conflicts of interest. A typical conflict of interest is a situation where the Respondent's private interest would interfere with its loyalty or responsibilities to the City or raises question about such interference.

Accordingly, during the term of any agreement between the City and Respondent that results from this request for proposal, or while Respondent is either performing services or receiving payment pursuant to any such agreement, Respondent will not accept work, enter into a contract, accept an obligation, or engage in any activity, paid or unpaid, inconsistent or incompatible with Respondent's obligations, or the scope of services to be rendered, to the City under the agreement, or that creates an actual or potential conflict of interest with the City. Respondent shall warrant that, to the best of its knowledge, there is no other contract or duty on Respondent's part that conflicts with or is inconsistent with the services sought to be provided the City pursuant to this request for proposals. Respondent, upon signing an agreement with the City, shall submit to the City, on such form as the City shall designate, a Non-Collusion Affidavit.

Indemnification

Respondent assumes and agrees to be responsible for all claims for damages for injuries to persons or property arising out of the performance of its contract, whether due to its own default or negligence, negligence of its subcontractors, defective conditions of the premises, negligence of the City of Lake Charles or otherwise; provided, however, that Respondent shall not be liable for any damage due solely to the affirmative negligent acts of the City of Lake Charles committed in the performance by the City of Lake Charles of any work on the premises. Respondent agrees to indemnify the City of Lake Charles on account of such claims and further agrees that it will indemnify the City of Lake Charles fully against any damages, fines, penalties or forfeitures of any kind which may be imposed upon or levied against the City of Lake Charles as the result of the contractor's violation or failure to comply with any valid law, ordinance or regulation of the United States, State of Louisiana, or the City of Lake Charles, including the Federal Occupational Safety and Health Act of 1970 as amended from time to time or any federal regulation adopted pursuant thereto. To further assure the performance of the covenant, the contractor shall procure and constantly maintain in force, at its expense, the liability insurance required.