

Request for Proposals (RFP)
BENTONVILLE PUBLIC LIBRARY CAFÉ SERVICES
PROVIDER
RFP-19-26

The City of Bentonville is accepting Proposals from properly experienced and insured providers for the café services located within the Bentonville Public Library. The selected Proposer will be required to sign a twenty four (24) month lease agreement for use of the café space at the Bentonville Public Library, renewable upon mutual written agreement for two consecutive terms. Interested parties may set an appointment to view and be escorted through the café space by contacting the City of Bentonville Purchasing Office via the contact information below. To set an appointment, ask questions, or to obtain the required Request for Proposal packet, contact the Purchasing Office by emailing purchasing@bentonvillear.com, by calling 479-271-3115 or from the Purchasing Office located at 117 West Central Ave., Bentonville, AR 72712. The deadline for Submissions is 10:00 A.M., Wednesday, April 24, 2019. Late Submissions will not be accepted.



CITY OF BENTONVILLE, ARKANSAS
 PURCHASING OFFICE
 CITY HALL
 117 WEST CENTRAL AVENUE
 BENTONVILLE, ARKANSAS 72712
RFP-19-26

REQUEST FOR PROPOSAL

SOLICITATION INFORMATION			
Proposal Number:	RFP-19-26	Date of Issuance:	March 31, 2019
Brief Description:	The City of Bentonville is accepting Proposals from properly experienced and insured providers for the café services located within the Bentonville Public Library.		
Agency:	The City of Bentonville, Arkansas Public Library		

SUBMISSION DEADLINE FOR RESPONSE			
Proposal Submission Deadline: (Date)	April 24, 2019	Proposal Submission Deadline: (Time)	10:00 A.M.
Proposals must be received by the Purchasing Office prior to 10:00 A.M., April 24, 2019. In accordance with Arkansas Procurement Law and Rules, it is the responsibility of vendors to submit Proposals at the designated location on or before the Proposal submission deadline. Proposals received after the designated Proposal submission deadline will be considered late and will be rejected.			

DELIVERY OF RESPONSE DOCUMENTS	
Delivery Address: *Prospective vendors assume all risk for timely, properly submitted deliveries.	City of Bentonville Attn: Purchasing Office 117 West Central Avenue Bentonville, Arkansas 72712
Proposal's Outer Packaging:	Outer packaging must be sealed and properly marked with the following information: <ul style="list-style-type: none"> Proposal Number: RFP-19-26 Vendor's name and return address Proposals which must be opened to be identified will be considered incomplete and may be rejected.
Number of Copies for Submission:	(1) One signed original and (5) five hardcopies for a total of six (6) copies of the Proposal are to be delivered by the specified date and time of the Proposal deadline listed herein. Failure to deliver the specified number of originals and copies will be considered an incomplete submission and may be rejected.

CITY OF BENTONVILLE, ARKANSAS PURCHASING OFFICE CONTACT INFORMATION			
Purchasing Administrator:	Gladys Shoemake	Purchasing Email:	purchasing@bentonvillear.com
Purchasing Phone Number:	(479) 271-3115	Purchasing Address:	City Hall 117 West Central Ave. Bentonville, AR 72712
Questions regarding this Proposal should be directed solely to the Purchasing Office via written communication (email or mail). The deadline for submitting questions related to this Request for Proposal is April 18, 2019 at 4:30 P.M.			

EXECUTION OF PROPOSAL

Upon signing this Proposal, the proposer certifies that he or she has read and agrees to the requirements set forth in this Proposal including specifications, conditions and pertinent information regarding the articles being proposed on. **Unsigned Proposals will be rejected without exception.**

NAME OF FIRM:	PHONE NUMBER:	FAX NUMBER:
BUSINESS STREET ADDRESS:	CITY:	STATE: ZIP:
SIGNATURE OF AUTHORIZED PERSON:		DATE:
PRINTED OR TYPED NAME:		TITLE:
ARKANSAS SALES OR USE TAX NUMBER:	STATE CONTRACTORS LICENSE NUMBER:	



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Request for Proposal

Café Services for the Bentonville Public Library

The City of Bentonville is now accepting proposals from properly experienced and insured providers for the café services located within the Bentonville Public Library.

Estimated Schedule:

- Publish notice for Request for Proposals: March 31, 2019
 - **Deadline for submitting questions to the Purchasing Office: April 18, 2019 (4:30 P.M.)**
 - **Deadline for Proposal submissions: April 24, 2019 (10:00 A.M.)**
 - Interviews with Proposers: TBD - Estimated early May 2019
 - Presentation of the Final Lease Document to City Council: TBD - Estimated May 28 or June 11, 2019
- * The presentation to City Council date is tentative.

Site Viewing Appointments:

Interested parties may contact the City of Bentonville Purchasing Office to schedule an appointment to visit the Bentonville Public Library, and be escorted to view the café area. Appointments will be available from April 1, 2019 until April 23, 2019, Monday through Friday from 9:00 A.M. to 4:00 P.M. Appointments can be scheduled by calling (479) 271-3115, by emailing purchasing@bentonvillear.com or by visiting the Purchasing Office located at 117 West Central Ave., Bentonville, AR 72712. All questions, including any that may result from the café site visit, must only be submitted in written communication to the City's Purchasing Office.

Appendixes Included:

1. Appendix A : Proposed Lease Agreement Page: 8
2. Appendix B : Additional Information Page: 14



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1. Terms and Conditions

1. Firms responding to this Request for Proposal (“RFP”) must submit their Proposals by the deadline provided herein.
2. The City of Bentonville, Arkansas will be referred to as “City” and the Bentonville Public Library will be referred to as “Library” periodically throughout this RFP. The Proposer submitting a Proposal in response to this RFP will be referred to as “Proposer” periodically throughout this RFP.
3. Proposals must be submitted in a sealed package or envelope, clearly listing the following information on the outer envelope:
 - **RFP Number:** RFP-19-26
 - **Proposer’s Information:** Name and address

No telephone, electronic, or facsimile Proposals will be considered.

4. Proposers may provide additional supporting documentation pertinent to clarification of the Proposal. There are no Proposal format restrictions, except as stated herein.
5. The City reserves the right to:
 - Reject any and all Proposals received as a result of this RFP.
 - Waive or decline to waive any informalities and any irregularities in any Proposal or responses received.
 - Adopt all or any part of the Proposal.
 - Negotiate changes in the scope of work or services to be provided.
 - Withhold the award of contract.
 - Select the Proposer it deems to be in the best interest of the City and most qualified to fulfill the needs of the City. The Proposer with the highest percentage of gross sales offered may not necessarily be selected for award.



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6. Any and all inquiries or requests for explanation in regard to the City's requirements, or any other information pertaining to this Request for Proposal, should be made to the Purchasing Office via the information on page one (1) of this RFP document. Only written requests will be considered. No oral interpretations or clarifications will be given as to the meaning of any part of this RFP. All questions, clarifications, and requests, together with answers, if any, will be provided to all firms that have indicated an interest or intention to submit proposals, but the names of any firms submitting any questions, clarifications, or requests will not be disclosed until after the deadline for submitting Proposals.
7. It shall be clearly understood that any costs incurred by the Proposer in responding to this Request for Proposal is at the Proposer's risk and expense as a cost of doing business. The City is not responsible for any reimbursement to the Proposer for any expense so incurred, regardless of acceptance of Proposal or issuance of award.
8. All Proposals and other materials submitted shall become the property of the City.
9. Any conditions or expectations on the part of the Proposer for performance by the City Of Bentonville must be set forth in the Proposal. The City is not obligated to consider the Proposer's post submittal terms and conditions.
10. This Proposal must contain the signature of a duly authorized officer or agent of the Proposer's company empowered with the right to bind and negotiate on behalf of the Proposer for the amounts and terms proposed.
11. Any information provided herein is intended to assist the Proposer in the preparation of Proposals necessary to properly respond to this RFP. This RFP is designed to provide the qualified Proposers with sufficient basic information to submit Proposals meeting minimum specifications and test requirements, but is not intended to limit an RFP's content or to exclude any relevant or essential information.
12. At the discretion of the City, one or more Proposers may be asked for more detailed information, such as a café menu or product information before final ranking and/or award of the Proposal, which may also include oral interviews.



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13. The selected Proposer will exercise due professional care in understanding the type of engagement and in performing the services described herein.
14. While the City reserves the right to interview any or all Proposers, award of a contract may be made without discussion with Proposer after proposals are received. Proposals should, therefore, be submitted on the most favorable terms available.
15. The City of Bentonville requires all vendors and contractors doing business with the City not to discriminate against any person on the basis of race, age, color, religion, sex, ancestry, non-job-related handicaps, or national origin.
16. Proposers may partner with local pastry and/or food vendors, to provide a more broad selection of food products for café customers, for the City to consider during evaluation of Proposals. It shall be the Proposer's responsibility to verify that all food products sold in the Bentonville Public Library Café comply with Arkansas Department of Health guidelines regarding food preparation, storage and resale.
17. **Policies and Procedures:** The awarded Proposer's café employees or associates, while on-site at the Bentonville Public Library, will be expected to adhere to all Library policies and procedures, and display professional etiquette at all times.
18. **Term:** The awarded Proposer shall be awarded the Lease for a period of two (2) years, automatically renewable for two additional consecutive terms.
19. **Fee:** A monthly flat fee of **\$775.00** (seven hundred and seventy-five dollars) shall be payable to the City of Bentonville, monthly, for use of the leased premises. This fee is established to adequately and fairly compensate the City for use of its property. A monthly percentage of gross sales of all products sold inside the library is also payable to the City.

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20. Insurance: The awarded Proposer shall provide proof of the following insurance requirements:

- **Workers' Compensation:** As required by Arkansas Statute
- **General Liability:** Minimum coverage of \$300,000.00 (three hundred thousand dollars) for one person involved in death or injury; \$500,000.00 (five hundred thousand dollars) for two or more persons involved in death or injury.

21. Lease Agreement: The awarded Proposer shall agree to operate under all conditions set forth in the Proposed Lease Agreement (APPENDIX A).

22. Performance and Payment Bond: The awarded Proposer will be required to furnish a \$5,000.00 (five thousand dollars) Performance and Payment Bond upon time of signing the Lease Agreement.

23. Criminal Background Checks: The awarded Proposer and any individuals employed by or associated with the café business must pass a criminal background check, to be administered by the City of Bentonville annually, and prior to performing work on Bentonville Public Library premises.

24. Credit Report: The awarded Proposer shall be subject to a credit check, performed by the City of Bentonville.

25. Location: All café services for the Bentonville Public Library shall be performed within the City limits of Bentonville, Arkansas.

26. Materials/Equipment: The awarded Proposer shall be responsible for furnishing all materials and equipment, unless specifically provided by the Bentonville Public Library, as set forth in APPENDIX A.

27. Timeline: Turn-key operations will be rated higher during evaluation. The City's goal is for the Library café services to begin within the 2019 calendar year.

28. Hours of Operation: Proposers are required, as set forth in the EVALUATION section of this RFP document, to state how they propose to provide café services during the Library's hours of operation. The Bentonville Public Library's hours of operation are as follows:

Monday through Thursday: 9:00 A.M. to 8:00 P.M.

Friday and Saturday: 9:00 A.M. to 5:00 P.M.

Sunday: Closed



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2. Evaluation and Award

The Bentonville Public Library Director and a selection committee will evaluate the Proposals based on the criteria outlined below, with assigned point values totaling 100% (one hundred percent). Additional information may be requested from and interviews may be held with the three Proposers deemed to be the most highly qualified to provide the services required. A contract will be negotiated with the Proposer ranked the most qualified by the selection committee. If the selection committee is unable to negotiate a satisfactory contract with the top ranked Proposer, negotiations with that Proposer shall be terminated, and negotiations shall begin with the next highest ranked Proposer.

Once a Proposer is chosen, the final agreement and lease document will be presented to the Bentonville City Council for approval.

Final award will not be made until the final agreement and lease document are approved by Bentonville City Council.

1. QUALIFICATIONS: Describe your experience in café operations, or other relevant food-service work history.	20%
2. EXPERIENCE, COMPETENCE AND CAPACITY: Describe how you plan to staff, operate and maintain a café business, specifically considering coverage of library hours and quality service to all patrons. What date can you be ready to open to the public? Turn-key operations will be rated higher.	20%
3. FINANCIAL VIABILITY: How do your financial assets allow you to undertake this project? Give <u>at least</u> three (3) professional references from the past five (5) years, preferably pertaining to a similar scope of work as the services described in this RFP.	25%
4. PROPOSED WORK METHOD: How would you describe the atmosphere of the café services you would be providing, and what is your customer service philosophy? Discuss how you would provide friendly service and a high quality, affordable menu appealing to a broad range of age groups and income levels.	20%
5. PERCENTAGE OF GROSS SALES: In addition to the \$775.00 (seven hundred and seventy-five dollars) flat monthly fee, what percentage of all gross sales do you propose to pay the City of Bentonville? <i>The City reserves the right to negotiate the percentage fee with the Proposer.</i>	15%



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APPENDIX A.
City of Bentonville Lease Agreement
RFP-19-26, Cafe Services – Bentonville Public Library

THIS AGREEMENT made and entered into this ___ day of _____, 2019, by and between the City of Bentonville for the use and benefit of Bentonville Public Library, hereinafter called CITY, and _____, hereinafter called CAFE, Witnesseth:

1. Leased Premises. For and in consideration of the rents, covenants, and agreements herein entered into and agreed upon by the CAFE as obligations to the CITY, the CITY lets, leases and demises unto Lessee, subject to the terms and conditions contained herein, the following described property: the cafe space (building and equipment) located inside Bentonville Public Library at 405 South Main Street. (the westward interior space upon entering the library's main corridor. Approximately 954+/- square feet includes service counters, a lockable kitchenette and public seating area, among other amenities).

To have and to hold said premises unto the said Lessee for and during the term herein stated, subject to the covenants, terms, and conditions herein contained.

2. Term. This lease shall commence on *(Month Day, Year)* and shall extend for a period of twenty-four (24) months, ending on *(Month Day, Year)*. Upon agreement of both parties, the lease shall automatically renew for two (2) consecutive terms to commence on *(Month Day, Year)* and ending *(Month Day, Year)*, to commence on *(Month Day, Year)* and ending *(Month Day, Year)*.

3. Rent/Fees/Report. CAFE agrees to pay CITY a monthly flat fee of \$775.00 plus an agreed upon percentage of all gross sales of food, beverages, refreshments or other café-related products no later than ten (10) working days following the close of each month.

In addition to the monthly fee and percentage of gross sales, CAFE shall file a monthly report in the appropriate form. The rental payment and monthly report shall be delivered to Bentonville Public Library, 405 South Main Street, Bentonville, AR 72712. Any payments to CITY not made when due shall bear interest after maturity at the maximum effective agreement rate which may be lawfully charged.



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4. Records. CITY shall have the right at all times to examine CAFE'S books and records and verify rental paid. Further, CAFE agrees to complete and submit monthly forms for revenue reporting purposes. Any errors or omissions shall be adjusted.

5. Use. The leased premises shall be used only for the purpose of selling food, beverages, refreshments or other related products as are usually incidental to a restaurant, café, or soft drink concession, but specifically excluding any alcoholic beverage or tobacco products. Further, CAFE shall not use or permit the space to be used for any unlawful, improper or offensive purpose whatsoever. The leased premises are provided as-is; minor or reasonable modifications may be negotiated and must be approved by CITY.

6. Maintenance. CITY will perform all major and minor repairs in the leased premises; and will, in its sole discretion, make any such repairs as are necessary for the preservation of the said space. CAFE shall promptly notify Bentonville Public Library of any needed repairs.

7. Insurance. Upon time of signing the agreement, CAFE shall provide proof of worker's compensation as required by Arkansas Statute and liability insurance with a minimum coverage of:

\$300,000 for one person involved in death or injury

\$500,000 for two or more persons involved in death or injury

8. Bond. Upon time of signing the agreement, CAFE shall provide a \$5,000 bond for performance and payment of items in relation to this contract.

9. Rights and Duties of Cafe. CAFE agrees to:

A. Individuals employed or associated with the business, either presently or upon any future hiring, must pass a criminal background check prior to performing work on Bentonville Public Library premises. Background checks will be administered by the CITY annually, and prior to the start date of any newly hired employees or associates, during the original term of this Lease and any future mutually agreed upon renewal years.

B. Conduct said business as not to interfere with other uses or activities on the property. Mail and deliveries should be made to café staff. CITY is not responsible for café items delivered to the library's receiving area.



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C. Provide friendly service and a high quality, affordable café menu appealing to a broad range of age groups and income levels. Maintain adequate staff levels who possess proper expertise.

D. Adhere to all library policies and procedures. The library is a non-smoking, tobacco-free facility and grounds; weapons are not allowed on the property. The library's food and drink policy allows snacks and beverages procured from other vendors to be consumed in the facility. Café staff and customers must use the library's public restrooms.

E. Open and staff the café anytime the Library has scheduled activities, unless otherwise stipulated by the Library Director.

F. Open each day, at least fifteen (15) minutes prior to opening, and shall remain open until closing, unless a different agreement is made with the Library. Hours of operation are subject to the approval of the Library Director. A list of operational hours is attached hereto.

G. Comply with all local, state and federal laws, rules, regulations, orders, guidelines, and/or directions, including, but not limited to, sales tax, payroll tax and the Arkansas Department of Health guidelines regarding food preparation.

H. In the event that the library loses its tax-exempt status due to this agreement, CAFE has thirty (30) days to opt out, or will be responsible for paying property taxes assessed for the defined square footage of the facility.

I. Maintain and protect the building and city equipment from excess damage.

J. Provide security of its own property within the leased premises.

K. CAFE is responsible for replacing city equipment if equipment is damaged. City equipment cannot be loaned or removed from the library premises. An equipment inventory is attached hereto.

L. Clean premises daily of all debris and remove all trash and deposit into library dumpster. This includes busing and sweeping the seating area and immediately cleaning up spills or messes in the café area.

M. Interior and exterior signage and ambiance shall meet CITY guidelines and library approval.



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N. Adhere to professional standards of business etiquette and shall not publicly disparage Bentonville Public Library or the City of Bentonville.

O. Surrender leased premises at the end of each term in the same condition (except for normal wear) as received, including, but not limited to removal of all refuse.

P. Leased premises must be cleaned and returned to Bentonville Public Library within two weeks after the lease is terminated.

10. Rights and Duties of the City. The CITY shall:

A. In its sole discretion, replace depreciated city-owned equipment that is no longer usable.

B. Have the right to inspect the café at any reasonable time during the term of the agreement.

11. Default/Termination.

If CAFE defaults in the payment of rent, or if it violates any other covenants of this agreement, CITY may terminate this contract, and CITY may immediately enter and retake possession of the leased premises. In the event that CAFE should default in the prompt payment or performance of any of its obligations as set forth herein, and in the event that it should become necessary for CITY to collect any past due payments or to enforce the other obligations of CAFE as set forth herein, by suit or otherwise, CITY shall be entitled (in addition to all other remedies to which it is entitled) to recover the costs and expenses of litigation. This contract may be canceled by either party with a 30 day written notice.

12. Indemnity.

CAFE shall indemnify and hold harmless CITY from and against any and all claims arising from CAFE use of the premises or from the conduct of CAFE business from any activity, work or things done, permitted or suffered by CAFE in or about the premises. CAFE shall further indemnify and hold harmless CITY from and against any and all claims arising from any breach or default in the performance of any obligation on CAFE'S part to be performed under the terms of this lease or arising from any act or omission of CAFE or any of CAFE'S agents, independent contractors, employees, and/or invitees and from and against all costs, attorneys' fees, expenses and liabilities in the defense of any such claim or any action or proceeding brought thereon.



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If any action or proceeding is brought against CITY by reason of any such claim, CAFE upon notice from CITY shall defend the same at CAFE's expense, by counsel satisfactory to CITY, and CITY shall cooperate with CAFE in such defense. CAFE, as a material part of the consideration to CITY hereby assumes all risk of damage to property of CAFE or injury to person in, upon or about the premises arising from any cause, and CAFE hereby waives all claims in respect thereto against CITY.

13. Miscellaneous.

A. All actions, whether sounding in agreement or in tort, relating to the validity, construction, interpretation, and enforcement of this agreement shall be instituted and litigated in the courts of the State of Arkansas.

B. CAFE hereunder shall not sell, sublet or assign this agreement or any portion thereof to any other person or persons.

C. Upon agreement by both parties, any part of this agreement may be changed. This agreement shall be amended only upon mutual written agreement signed by all parties.

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IN WITNESS WHEREOF, the Parties, or their duly authorized officers, have executed this agreement the day and date first written above.

WITNESS OUR HANDS THIS _____ DAY OF _____, 2019.

CITY OF BENTONVILLE,

BENTONVILLE, ARKANSAS

STEPHANIE ORMAN, Mayor

Attest:

LINDA SPENCE, City Clerk

CONTRACTOR

BY _____

NAME AND TITLE

ATTEST: COMPANY SECRETARY

BUSINESS ADDRESS



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Appendix B. About Bentonville Public Library

Bentonville Public Library (BPL) is a vibrant and busy public space attracting 300,000+/- visitors annually. Located within walking distance to the downtown square, it is a destination for residents and guests to our city.

A department of the City of Bentonville, BPL employs 35 personnel and relies on hundreds of volunteers for regular support.

Also located inside the facility: the Bentonville Library Foundation office, the Friends of the Bentonville Library used bookstore, the Northwest Arkansas Genealogical Society group and these organizations' associated staff and volunteers. BPL also provides meeting rooms for various community groups.

Library Policies and Culture

BPL is committed to providing a welcoming, clean and safe place for everyone in our community. The selected café provider shall adhere to all library policies and procedures supporting this shared environment. BPL is a non-smoking, tobacco-free facility and grounds; sale or consumption of alcohol is not allowed on the property. Weapons are not allowed on the property. All café employees and individuals associated with the business must pass criminal background checks.

BPL recognizes that a high-quality café provider inside the library will add to our patrons' enjoyment. The library's food and drink policy allows snacks and beverages procured from other vendors to be consumed in the facility.

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In addition to high-visibility in a high-traffic area, exterior signage that meets City requirements and conforms to library standards is allowed in a designated outside area to promote café visibility. Vinyl lettering or removable window signage is also permissible. Additional property amenities, furniture and equipment are outlined herein.

Library Hours of Operation

The Library is open to the public for sixty (60) hours each week. BPL observes most national holidays.

Monday - Thursday, 9AM – 8PM

Friday & Saturday, 9AM – 5PM

Sunday, Closed

Property Description

Bentonville Public Library at 405 South Main Street provides a café space, as an amenity for library visitors. The café is generally defined as:

- Approximately 954 +/- square feet
- The westward interior space upon entering the library's main corridor, consisting of an aisle, locking cabinets, service counters, kitchenette and public seating area.
- The unique circular seating area is a visible focal point with Main Street frontage.

Property Amenities

- Locking cabinets (5 double, 2 single)
- Non-locking cabinets (9 double, 2 drawers)
- Service Counters: two (2) counters, linear feet measuring 246" and 138"



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- One (1) kitchenette where preparation of café items may occur is secured by a locking roll door
- Exterior entrance and egress to café space, separate from library
- Interior, open entrance and egress to café space, within the library
- Public seating and other common equipment provided; café equipment not included
- Access to the library's dumpster at the back of the facility
- Access to the library's public restrooms
- Access to the library's public parking.

Library Furniture and Equipment List

- An assortment of café style tables and chairs are located inside the circular seating area. Additional café style seating is accessible on the library's veranda.
- One (1) three-bay sink that meets health code standards, in kitchenette
- One (1) staff sink, behind service counter
- One (1) mounted white board (72"l x 50"h)
- One (1) mounted chalk board (72"l x 48"h)
- One (1) mounted clock
- One (1) mounted 55" flat screen TV
- One (1) stainless steel work table (60"l x 30"w x 36"h) - optional
- One (1) large trash can
- One (1) small grey trash can
- One (1) blue recycle can



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- One (1) alarm panel monitored by a contractor for facility security.
- Two (2) security cameras monitored by the library director and police department.

Photographs and Illustrations Included for Information Purposes Only



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