

City of Fountain Inn South Carolina  
RFP - Concession Services  
RFP # 2026-03



**REQUEST FOR PROPOSAL (RFP)**

**2026-03**

**FOR**

**CONCESSION SERVICES**

**FOR**

**Emanuel Sullivan Sports Complex**

**DATE ISSUED:**

**March 5<sup>th</sup>, 2026**

**Submittals Due:** March 26<sup>th</sup>, 2026 by 2:00pm EST

**Contact:** James Rice, Recreation Director

E-mail: [james.rice@fountaininn.org](mailto:james.rice@fountaininn.org)

Phone: (864) 531-2031

# 1. Purpose

The City of Fountain Inn is seeking proposals from qualified concession operators to provide **concession items** at **Emanuel Sullivan Sports Complex**, a recreation facility serving patrons attending [sports events, open recreation, etc.]. The selected Proposer will sell items such as **bottled/canned beverages, water, sports drinks, candy, packaged snacks**, and other pre-packaged products approved by the City of Fountain Inn.

One (1) original and two (2) copies of sealed proposals should be hand carried or delivered by traceable means to the Recreation Department, Attention: James Rice, at 200 N. Main Street, Fountain Inn, SC 29644 by Thursday, March 26<sup>th</sup>, 2026 at 2pm. All proposals should be clearly marked "RFP Concession Services". Proposals must address all issues reflected in section 11 of this RFP to include required appendices.

The proposal evaluation process will be completed within fifteen (15) days of receipt of proposals, and the prospective provider of this service will be identified. The pricing data reflected in your proposal must be valid until June 1<sup>st</sup>, 2026.

All offerors may submit questions or requests for clarification in writing no later than 12:00 pm on Thursday, March 19<sup>th</sup> 2026. After that date, additional questions or requests *will not* be accepted.

The City reserves the right to accept or reject any or all proposals received as a result of this request for proposals, to negotiate with all qualified offerors, or to cancel in part or in their entirety, this request for proposals if it is in the City's best interest to do so.

The City reserves the right to retain all proposals submitted and to use any ideas in a proposal, regardless of whether the proposal is selected.

This solicitation does not commit the City to award or to pay for any costs incurred in the preparation of your proposal, or to procure or contract for any good or services.

Your proposal must be signed by an official of your company authorized to commit and enter into a formal contract for goods and services.

The City does not discriminate on the basis of race, color, national origin, sex, religion, age, or disability in employment or in the provision of goods and services.

## **Important Facility Limitation:**

The concession area **is not equipped for on-site cooking or food preparation**. Any food offered beyond pre-packaged items **must be prepared off-site** in a properly permitted/licensed facility and delivered/served in compliance with all applicable health regulations.

## 2. Background & Facility Overview

Provide a brief description such as:

- Facility type: Multi-field Sports complex, 1- Concession Stand
- Seasonality and hours: March 30<sup>th</sup>-May15<sup>th</sup>-Mon, Tues, Wed & Thurs-5:00pm-9:00pm. Friday's are used for potential rainout dates.
- Estimated attendance/traffic: 2500 average daily
- Peak periods: Mid-Week, 5:00pm-9:00pm

### Concession Space Summary (fill in details):

- Concession service window: Yes, 1 window
- Electrical outlets: Yes, 5 receptacles, 2 outlets/receptacle
- Refrigeration available: Yes, 1 refrigerator
- Storage available: Yes, storage shelves underneath counter space
- Water/sink: Yes
- Point-of-sale counter space: 8 1/2ft counter space & 6ft back counter space
- Seating area: Seating for 2
- Shared use restrictions: After award, jobsite access will be coordinated by the Recreation Director or designee.

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## 3. General Terms and Conditions

### 3.1 Purchasing Regulations.

This solicitation is subject to the provisions of the City of Fountain Inn Procurement Ordinance and any revisions thereto. A copy of the Purchasing Ordinance may be obtained from the City Finance Department (864) 531-0644. The City of Fountain Inn reserves the right to negotiate and contract with any individual firm deemed suitable to provide the services required.

### 3.2 Applicable Laws and Compliance

This RFP and any proposal submitted in response thereto shall be governed in all respects by the laws of the State of South Carolina. The Proposer shall comply with applicable Federal, State, and local laws and regulations. By submitting this Proposal, the Proposer certifies it is currently and will remain in compliance with:

The Federal Civil Rights Act of 1964, as amended;  
The Federal Immigration Reform and Control Act of 1986; The  
Americans with Disabilities Act

Proposer is responsible for securing all required business licenses and permits. If requested, Proposer will furnish a copy to the City.

### **3.3 Public Record**

Upon award, or Protest, copies of the Proposals will be made available for public inspection, under the supervision of City Finance Department staff, from 8:00 a.m. until 5:00 p.m., Monday through Thursday, at 100 S. Weston Street, Fountain Inn, SC 29644.

### **3.4 Debarment Status**

By submitting a Proposal, Proposers assert that they are not currently debarred from proposing on contracts by any agency of the State of South Carolina, nor are they an agency of any person or entity currently debarred from submitting Proposals on contracts by an agency of the State of South Carolina.

### **3.5 Proposer Responsibility**

The Proposer must assume that any purchase, responsibility, insurance, and action or activity which is necessary for the satisfactory operation of the services requested in this RFP, but which is not specifically designated as a City of Fountain Inn responsibility, is a responsibility of the Proposer's operation, and the Proposer must include these in the response to this RFP.

### **3.6 Proposer Qualification**

The City of Fountain Inn Government may make such reasonable investigations, including inspections as deemed proper and necessary to determine the ability of the Proposer to perform stipulated contract work and the Proposer shall furnish the City of Fountain Inn Government all such information and data for this purpose as may be requested.

### **3.7 Project Schedule**

Based on the days to complete listed on the Proposal, provide a detailed schedule for completion to include the critical path, when applicable.

### **3.8 Subcontractors**

Proposer shall not subcontract work hereunder without the prior written consent of the City, and any such subcontract without consent of the City shall be null and void. If Proposer proposes to

subcontract any of the work hereunder, it shall submit to the City the name of each proposed Subcontractor, with the proposed scope of work which its Subcontractor is to undertake. Alternatively, the Proposer shall provide a statement that there are no subcontractors.

## 4. Scope of Services

The selected concessionaire ("Operator") will be responsible for:

### 4.1 Sales & Operations

- Selling approved concession items to patrons during agreed operating hours.
- Staffing the concession area with trained personnel.
- Providing all products, supplies, and equipment needed unless otherwise specified.
- Managing payment processing (cash/credit/contactless) and providing receipts as required.

### 4.2 Product Types (Expected Core Menu)

At minimum, Operator should be prepared to offer:

- Bottled water and/or canned water
- Sports drinks (e.g., electrolyte beverages)
- Soft drinks (cans/bottles)
- Candy and packaged snacks (chips, crackers, granola bars, etc.)
- Pre-packaged frozen treats (if freezer capacity allows)
- Optional: pre-made foods prepared off-site in a licensed kitchen (see Section 4.4)

### 4.3 Facility & Cleanliness

- Daily cleaning of concession area and immediate surroundings during operating days.
- Proper trash handling and removal to designated roll carts.
- Maintaining pest-free, sanitary conditions at all times.

### 4.4 Off-Site Prepared Foods (Optional)

If proposing any "food" beyond pre-packaged shelf-stable snacks, Operator must:

- Use an off-site **licensed/permitted** facility for preparation for catering.
- Provide documentation of the preparation site, permits, and food safety practices.
- Transport and hold items at safe temperatures per applicable regulations.
- **No on-site cooking** (e.g., grills, fryers, ovens, electric warming appliances) unless City of Fountain Inn later upgrades the space and provides written authorization.

## 4.5 Compliance

Operator must comply with all applicable:

- State health department requirements
  - Business licensing requirements
  - Sales tax requirements
  - Fire/safety codes and facility policies
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## 5. Terms of Agreement

- Initial term: [e.g., 1 year] beginning as determined by the City of Fountain Inn and availability of operator.
  - Renewal options: [e.g., two (2) one-year renewals] at City of Fountain Inn discretion
  - Termination: for cause and/or convenience with notice (see sample terms in Section 11)
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## 6. Financial Proposal Options (Choose One Structure)

Proposers should submit pricing based on one of the following (or propose an alternative):

### Option A – Revenue Share:

- Operator pays [Agency/Owner] a percentage of gross sales: \_\_\_%
- Minimum annual guarantee (if any): \$\_\_\_

### Option B – Fixed Fee / Lease:

- Operator pays a fixed monthly/seasonal fee: \$\_\_\_

### Option C – Hybrid:

- Lower base fee + % of gross sales

### Required Financial Reporting:

- Monthly sales report (gross sales, taxes, revenue share)
- Right to audit sales records with reasonable notice

## 7. Equipment & Utilities

Specify who provides what. Examples:

### **Operator Provides:**

- POS system, cash drawer, card reader
- Coolers/refrigerators/freezers (Refrigerator and Freezer on-site)
- Display racks, signage (subject to approval)
- Product inventory and disposable supplies

### **City of Fountain Inn Provides (if applicable):**

- Existing service counter/window
- Basic electrical service
- Approved access to storage areas
- Handwashing facilities

### **Utilities:**

- The City of Fountain Inn will provide electricity at no cost.
  - Operator responsible for any additional utility needs.
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## 8. Insurance & Licensing Requirements

Proposers must provide proof of:

- General Liability Insurance: \$1,000,000 per occurrence / \$1,000,000 aggregate
  - Workers' Compensation: as required by law
  - Automobile Liability (if applicable for deliveries): \$1,000,000
  - Additional insured: City of Fountain Inn listed as additional insured
  - Business license(s) and applicable permits
  - Food permits (if any food beyond prepackaged items is offered)
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## 9. Staffing & Customer Service

Operator must:

- Provide adequate staffing during peak periods and events.
  - Ensure staff are professional, courteous, and trained in safe handling practices.
  - Maintain reasonable wait times and restock inventory appropriately.
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## 10. Pricing Guidelines (Optional but Recommended)

City of Fountain Inn may require:

- “Family friendly pricing” expectations or price caps
  - Approval rights for pricing changes
  - Price list posted clearly at the concession window
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## 11. Proposal Submission Requirements

Proposals should be organized in the following order:

1. **Cover Letter** (signed by an authorized representative)
2. **Company Profile & Relevant Experience**
  - Similar facilities served
  - References (minimum 3) with contact info
3. **Operations Plan**
  - Proposed days/hours of operation
  - Staffing plan
  - Inventory/restocking plan
4. **Menu / Product List** (core items + optional items)
5. **Off-Site Preparation Plan** (if proposing prepared foods)
  - Licensed facility details and permits
  - Transport/holding methods
6. **Equipment List** (what you will bring/provide)
7. **Financial Proposal** (revenue share/fixed fee/hybrid)
8. **Proof of Insurance** (or ability to obtain upon award)

9. **Exceptions to Terms** (if any)
10. **Required Forms** (see Appendix)

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## 12. Sample Key Contract Terms (Summary)

Final agreement will include (at minimum):

- Scope of permitted sales items
- No on-site cooking/prep restriction
- Payment terms and reporting
- Health/safety compliance requirements
- Indemnification language
- Termination:
  - For cause: immediate or with cure period (e.g., 10 days)
  - For convenience: [30–60] days notice
- Performance expectations and default remedies
- Non-assignment without written consent

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## 13. Evaluation Criteria

Proposals will be evaluated based on:

- Experience with similar concessions (0–25)
- Operations plan and staffing reliability (0–20)
- Menu/products and quality/value (0–15)
- Financial return to [Agency/Owner] (0–25)
- Compliance readiness (permits/insurance) (0–10)
- References/past performance (0–5)

City of Fountain Inn may invite top-ranked Proposers for an interview.

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## 14. RFP Schedule

- RFP issued: March 5<sup>th</sup>, 2026
- Questions due: March 19<sup>th</sup>, 2026, 12:00pm

- Proposals due: March 26<sup>th</sup>, 2026
- Contract start: April 23<sup>rd</sup>, 2026 or Earlier

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## 15. Questions

All questions must be submitted in writing to:  
[james.rice@fountaininn.org](mailto:james.rice@fountaininn.org) by March 19<sup>th</sup>, 2026, 12:00pm.  
Responses may be issued via addendum to all Proposers.

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# Appendix A – Proposal Form

**Legal Business Name:**

**DBA (if any):**

**Address:**

**Primary Contact:**

**Phone/Email:**

**Years in Operation:**

**Business Structure:** (LLC, Corp, Sole Prop, etc.)

**Proposed Financial Offer:**

- Option selected (A/B/C):
- Revenue share % and/or fixed fee:
- Minimum guarantee (if any):

**Proposed Hours of Operation:**

**Equipment Provided by Operator:**

**References (3):**

1. Name/Org/Phone/Email
- 2.
- 3.

## Appendix B – Menu & Price Sheet Template

Category	Item	Size	Price
Beverages	Bottled water	16–20 oz	\$
Beverages	Sports drink	20 oz	\$
Snacks	Candy bar	standard	\$
Snacks	Chips	standard	\$
Other			\$

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## Appendix C – Off-Site Food Preparation (If Applicable)

- Name/address of licensed kitchen/commissary:
  - Permit/license numbers:
  - Food safety procedures:
  - Transport & holding plan:
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