CITY OF SUMTER, SOUTH CAROLINA

REQUEST FOR PROPOSAL

Food & Beverage Concession Services

Historic Riley Park

655 Church Street, Sumter, SC 29150

RFP No. 4 26/27

Issue Date: **11/13/2026**

Deadline to Request Additional Info & Ask Questions: **Friday, December 4, 2026 @3:00PM EST**

Proposals Due: **Tuesday, December 14, 2026, 3:00 PM EST**

Contract Start: **January 18, 2027**

1. Introduction & Background

1.1 Purpose of this RFP

The City of Sumter, South Carolina (the "City") is soliciting sealed proposals from qualified and experienced food and beverage operators to provide exclusive concession services at Historic Riley Park, located at 655 Church Street, Sumter, SC 29150 (the "Stadium"). The selected operator (the "Concessionaire") will be responsible for the complete operation of all food and beverage service at the Stadium during all City sanctioned events, including but not limited to collegiate baseball, American Legion baseball, tournaments, and special events.

The City strongly prefers proposals from qualified non-profit organizations (such as clubs, civic groups, or school-affiliated 501(c)(3) entities) whose mission aligns with supporting youth and amateur baseball at Riley Park. For-profit operators may also submit responsive proposals but should clearly demonstrate how

their financial structure delivers meaningful giveback to the three primary user programs identified in Section 1.4. All Proposers — non-profit and for-profit — must meet the minimum qualifications in Section 2.

1.2 About Riley Park

Riley Park, originally opened in 1934, is a recently renovated 2,000-seat baseball stadium owned and operated by the City of Sumter. Following approximately $1.3 million in recent facility upgrades, Riley Park serves as the home field for:

- University of South Carolina Sumter Fire Ants baseball (NJCAA Region 10)
- Morris College Hornets baseball (NAIA)
- Sumter P-15's American Legion baseball (Senior and Junior divisions)
- Annual tournaments, including the Gamecock City Invitational and Palmetto Games

1.3 Projected Event Volume

The table below reflects the City's best current estimate of annual event volume. These figures are provided for planning purposes only; the City makes no guarantee of minimum games, attendance, or revenue.

Program	Estimated Annual Home Dates
USC Sumter Fire Ants (Feb–May)	15–25 home dates (some doubleheaders)
Morris College Hornets (Feb–Apr)	10–15 home dates (some doubleheaders)
Sumter P-15's Senior Legion (May–July)	10–12 home dates
Sumter P-15's Junior Legion (May–July)	8–10 home dates
Gamecock City Invitational (March)	1-2 tournament days
Palmetto Games / Showcase events (August)	2 tournament days
Other City, community, and rental events	3–8 dates
Estimated total annual event dates	**50–75**

1.4 Primary User Programs and Non-Profit Givebacks

As a material component of this contract, the selected Concessionaire shall provide non-profit givebacks to the three primary Riley Park user programs:

- USC Sumter Fire Ants baseball
- Morris College Hornets baseball
- Sumter P-15's American Legion Baseball (Senior and Junior) Specific giveback structures are addressed in Section 4.

2. Minimum Qualifications

To be considered responsive, a Proposer must meet or exceed all the following minimum qualifications. Proposals failing to demonstrate these qualifications may be rejected without further scoring at the City's discretion.

2.1 Operator Eligibility

The Proposer must be one of the following:

- A non-profit organization (501(c)(3) preferred) with demonstrated capacity to operate food and beverage services for public events; or
- A food service operator in good standing with the South Carolina Department of Agriculture (SCDA).

2.2 Food Safety Certifications

- A current SCDA Retail Food Establishment Permit for the Riley Park location (or evidence that Proposer will obtain prior to operations);
- At least one ServSafe®-certified Food Protection Manager on duty during all hours of operation;
- Documented food-handler training program for all concession-stand staff;
- Maintain a comprehensive Retail Food Safety Management System (FSMS) aligned with the current FDA Food Code guidelines.

2.3 Insurance

Proposer must be able to obtain and maintain the insurance coverage set forth in Section 7 of this RFP.

2.4 Licensing & Registration

- Current City of Sumter Business License (or commitment to obtain prior to contract execution); • Current South Carolina business or non-profit registration in good standing;
- Federal Tax ID (W-9) on file with the City.

3. Scope of Services

3.1 Exclusive Rights

Subject to the terms of the Agreement, the Concessionaire shall have the exclusive right to sell food and non-alcoholic beverages at all City-scheduled events at Riley Park. The City reserves the right to authorize team booster clubs, non-profit fundraisers, or food trucks on a case-by-case basis for specific events, subject to reasonable advance notice to the Concessionaire.

3.2 Menu & Pricing

- Concessionaire shall submit a proposed menu with pricing as part of its proposal;
- Menu and pricing shall be subject to annual review and written approval by the City;
- Prices shall be comparable to those charged at similar regional venues (no "captive audience" surcharge);
- Menu shall offer a balanced blend of **lighter and healthier options** (such as fresh fruit, salads, grilled or non-fried items, low-sugar beverages, and bottled water), **protein and recovery items** (such as protein

bars, nuts, jerky, yogurt, sports drinks, and recovery beverages), and **traditional ballpark items** (hot dogs, burgers, nachos, pretzels, popcorn, candy, soft drinks, water, and coffee);

- Pricing shall be visibly posted at each point of sale;
- Allergen information and ingredient lists shall be available upon customer request.

3.3 Hours and Permitted Use of Premises

Concessions shall open no later than one (1) hour prior to each scheduled first pitch or event start time and shall remain open continuously through the middle of the final inning or equivalent point of the event, unless otherwise directed by the City.

The Concessionaire shall have reasonable access to the concession facility for stocking, prep, and cleaning outside of event hours, subject to coordination with City Parks & Recreation.

The concession facility is provided **solely for the support of scheduled baseball events at Riley Park**. The Concessionaire shall not operate the concession facility as a commercial kitchen, off-site catering commissary, retail food establishment, or any other use unrelated to scheduled Riley Park baseball events. Outside catering, off-site food preparation, and any non-Riley-Park commercial activity are expressly prohibited.

3.4 Coordination with User Teams; Right-Sizing of Service

The Concessionaire shall coordinate in good faith with each scheduled user team (USC Sumter Fire Ants, Morris College Hornets, Sumter P-15's American Legion, and tournament organizers) to determine the appropriate level of concession service for each home date based on expected attendance and game format. Permitted service levels include, without limitation:

- **Full concessions** — complete grill, snack, and beverage operation (typical regular-season game);
- **Limited service** — a snack bar offering prepackaged food and beverages only, when reduced attendance is anticipated;
- **Beverage-only service** — water and bottled drinks only;
- **No concessions** — when the user team and the Concessionaire mutually agree in writing (email is sufficient) that concessions are not warranted for a particular event.

Any mutual agreement between a user team and the Concessionaire to operate at a reduced service level — or to forgo concessions for a specific event — shall be documented in writing (email is sufficient) and copied to the City for confirmation approximately twenty-four (24) hours in advance of the event when practicable.

3.5 Equipment, Maintenance & Utilities

The City shall make the existing concession-stand equipment available to the Concessionaire in "as-is" condition. A joint inventory shall be conducted by the Concessionaire and the City Parks & Recreation Superintendent within ten (10) days of contract execution. The known concession equipment provided by the City includes:

- Two (2) commercial fryers
- One (1) flat-top stove/oven combination unit (gas)

- One (1) large beverage/drink refrigerator
- One (1) large food refrigerator
- One (1) large freezer

Responsibilities are summarized in the table below:

Item	Responsibility
Hood fire-suppression system maintenance and inspection	**City**
Grease-trap service and pump-outs	**City**
Utilities (electricity, water, natural gas, sewer, Stadium-wide trash)	**City**
End-of-night removal of bagged trash from on-site bins	**City Maintenance**
Daily cleaning, sanitizing, and end-of-night close-out of concession footprint	Concessionaire
End-of-night shutdown of all gas appliances (gas to the building is shut off nightly; the Concessionaire is responsible for relighting the pilot light at the start of each event)	Concessionaire
Pest control inside the concession footprint	City Contracts Pest Control Services
Routine maintenance of City-owned movable equipment; like-for-like replacement of small wares	Concessionaire
POS system, small wares, and any equipment added by the Concessionaire	Concessionaire (owns, maintains, removes at term end)
Trash pickup in the picnic area near the concession stand during the event; emptying concession-stand trash receptacles into onsite bins	Concessionaire

Because the City pays all Stadium utilities and provides the equipment listed above, the financial structure in Section 4 contemplates a flat annual concession fee proposed by the Concessionaire to help offset those costs.

3.6 Sanitation & Waste

- Concessionaire shall maintain the concession stand, serving areas, and surrounding areas — including the picnic area — in a clean, sanitary, and orderly condition during and after each event;
- Concessionaire shall empty and reline trash receptacles within the concession footprint and place bagged trash in the on-site bins; final removal from the bins is performed by City Maintenance at end of night;

- Concessionaire shall pass all SCDA inspections; any critical violation shall be reported to the City within 24 hours.

3.7 City Inspections, Notice of Deficiency, and Right to Terminate

The City, through its Parks & Recreation Superintendent or a City-designated assignee, shall have the right to conduct routine and unannounced inspections of the concession facility at any reasonable time to verify compliance with this Agreement, including cleanliness, sanitation, equipment care, food safety practices, and overall presentation.

If the City identifies any deficiency, the City shall provide written notice to the Concessionaire describing the deficiency and specifying the number of calendar days, not less than five (5) and not more than thirty (30), within which the Concessionaire must remedy the deficiency. Time periods will reflect the severity of the issue: critical health, safety, or sanitation deficiencies require correction within five (5) days or less; other deficiencies generally allow up to fifteen (15) days.

Failure to cure within the specified period, or repeated occurrences of the same or similar deficiencies, shall constitute a material breach. In the event of repeated, uncured, or chronic deficiencies, the City reserves the right to:

- Withhold renewal of the Agreement at the end of the then-current Term;
- Suspend the Concessionaire's exclusive rights and engage an alternative provider for affected events; or
- Terminate this Agreement for cause in accordance with Section 8 (Termination) of the Concession Services Agreement.

3.8 Event Coverage Expectation

The Concessionaire is expected to staff and operate concessions for every scheduled City event listed in the annual program calendar, subject only to (a) right-sizing arrangements made under Section 3.4, (b) cancellations by the user team, or (c) force majeure events.

Failure to appear, open, or operate at a scheduled event without prior written notice and the City's consent will not result in a monetary fine, but shall be treated as follows:

- **First occurrence:** Written warning placed in the Concessionaire's file.
- **Second occurrence:** The City shall have the right to engage an alternative concessionaire for that event and any subsequent event during that contract year, at the Concessionaire's sole cost (any incremental cost above standard operating expenses being deducted from giveback or fee credits owed by the Concessionaire).
- **Third or subsequent occurrence, or any pattern of no-shows:** Constitutes a material breach. The City may, at its sole discretion, decline to renew the Agreement, terminate the Agreement for cause under Section 8 of the Concession Services Agreement, and/or solicit a replacement concessionaire. The Concessionaire shall have no claim against the City for lost profits, lost exclusivity, or consequential damages resulting from such action.

The Concessionaire's reliable presence at all scheduled events is a material consideration for renewal of this Agreement.

3.9 No Alcohol Sales or Possession

Alcohol is not permitted at Riley Park. The Concessionaire shall not sell, serve, or permit consumption of alcoholic beverages anywhere on the Stadium grounds. This prohibition applies to all events, all attendees, and all Concessionaire personnel during operations.

3.10 Staffing

- Concessionaire is solely responsible for recruiting, hiring, training, scheduling, paying, and supervising all concession-stand personnel (paid or volunteer);
- Concessionaire staff are not employees, agents, or representatives of the City of Sumter;
- Staff shall wear identifiable uniforms or attire and nametags;
- Staff shall be courteous, well-groomed, and appropriately trained for their roles.

3.11 Merchandise & Advertising

Rights to non-food merchandise, team apparel, stadium signage, and sponsorship advertising are retained by the City and respective teams and are not conveyed by this Agreement. Concessionaire may request approval for point-of-sale signage within the concession footprint.

4. Financial Terms

4.1 Primary City Objective: Non-Profit Giveback to User Teams

The City's primary financial objective for this Agreement is to maximize the financial benefit returned to the three primary Riley Park user programs: the USC Sumter Fire Ants baseball program, the Morris College Hornets baseball program, and the Sumter P-15's American Legion Baseball program. Proposers shall propose a giveback structure — expressed as either a flat dollar amount per home date, a percentage of net profit, or a combination — payable directly by the Concessionaire to each of the three programs (or their designated 501(c)(3) affiliates).

Program / Payee	Proposer's Giveback Commitment
USC Sumter Fire Ants (or designated 501(c)(3))	$_____ per home date and/or _____% of net profit
Morris College Hornets (or designated 501(c)(3))	$_____ per home date and/or _____% of net profit
Sumter P-15's American Legion Baseball	$_____ per home date and/or _____% of net profit

Specific payee legal names, EINs, and payment addresses will be finalized prior to contract execution. Giveback payments shall be made directly by the Concessionaire to each non-profit, with copies of receipts delivered to the City.

4.2 Flat Annual Concession Fee — Cost Recovery (Concessionaire-Proposed)

In addition to the giveback above, the Concessionaire shall propose a flat annual concession fee payable to the City. The purpose of this fee is to allow the City to recover a portion of the utility and operating costs

the City incurs for the concession area (electricity, water, propane gas, sewer, trash, and equipment maintenance described in Section 3.5). Proposers shall complete the table below:

Contract Year	Proposed Flat Annual Fee
Year 1	$_____
Year 2	$_____
Year 3	$_____
Renewal Year 4 (if exercised)	$_____

The Annual Fee shall be paid in equal quarterly installments unless an alternative schedule is mutually agreed in writing.

4.3 City's Right to Waive the Flat Annual Fee

The City reserves the right, in its sole discretion, to reduce or waive the flat annual concession fee in any year in which the Concessionaire's actual giveback to the three user programs is, in the City's judgment, substantial enough to justify such a waiver. A waiver in one year shall not establish any right to a waiver in subsequent years and shall be made in writing.

4.4 Alternative Structures

Proposers may, at their option, propose alternative financial structures (for example, percentage of gross sales, minimum guarantee plus percentage over threshold, or a higher giveback in lieu of the flat fee). The City will evaluate all submitted structures.

4.5 Right to Audit

The City, at its own expense and upon thirty (30) days' written notice, reserves the right to audit the Concessionaire's books and records relating to Riley Park operations to verify giveback amounts and flat-fee compliance, for any period during the term and for one (1) year thereafter.

5. Term of Agreement

The initial term of the Agreement shall be three (3) years from the contract start date. Upon mutual written agreement of both parties, the Agreement may be renewed for one (1) additional one-year term, for a maximum total term of four (4) years.

If a successor Agreement is not executed at the end of the initial term or any renewal term, the Agreement may be extended month-to-month, for up to six (6) months, to permit continuity of service while a new procurement is completed.

6. Proposal Submission Requirements

6.1 Format

Proposals shall be submitted electronically (PDF preferred) to the City of Sumter's website https://www.sumtersc.gov/departments/purchasing/rfp-rfq titled **"[Proposing organization's name] — RFP No. 4 26/27 — Riley Park Food & Beverage Concession Services"**

6.2 Required Contents (in this order)

1. Cover letter signed by an authorized representative of the Proposer.
2. Executive summary (2 pages maximum).
3. Organization overview: legal name, structure, ownership or 501(c)(3) status, years in operation, office location(s).
4. Demonstration of minimum qualifications (Section 2).
5. Experience and references: minimum three (3) client references for comparable engagements, with contact names, phone numbers, and emails.
6. Key personnel: résumés of the proposed General Manager / Site Lead and Food Protection Manager.
7. Operating plan: staffing model, typical game-day schedule, sourcing/supply chain, opening-day readiness plan.
8. Proposed menu with pricing for (a) collegiate and Legion games and (b) tournaments and special events.
9. Food safety plan summary, including HACCP controls and sanitation SOPs.
10. Financial proposal (Section 4): non-profit giveback commitment, proposed flat annual fee, payment schedule, and any alternative structure.
11. Evidence of financial stability: most recent two (2) years of financial statements, IRS Form 990s, or tax returns (may be submitted in a separately marked confidential envelope).
12. Proposed insurance certificates (or binder commitment letter).
13. Disclosure of any litigation, SCDA violations, or terminations for cause within the past five (5) years.
14. Completed and signed City of Sumter Vendor Registration and any addenda acknowledgments.

6.3 Delivery

Proposals must be electronically uploaded to The City of Sumter's website https://www.sumtersc.gov/departments/purchasing/rfp-rfq no later than **Tuesday, December 14, 2026 @ 3:00 PM EST**

***Late proposals will not be accepted for this RFP.

7. Insurance Requirements

The selected Concessionaire shall procure and maintain, at its sole cost and for the duration of the

Agreement, the following minimum insurance coverages. Certificates of Insurance naming the City of Sumter, its officials, employees, and volunteers as Additional Insureds on a primary and non-contributory basis shall be delivered to the City Procurement Department within five (5) business days of contract award and prior to commencement of operations.

Coverage	Minimum Limits
Commercial General Liability	$1,000,000 each occurrence / $2,000,000 general aggregate; includes bodily injury, property damage, personal injury, products/completed operations. Aggregate to apply per project/location.
Automobile Liability	$1,000,000 combined single limit (hired and nonowner auto coverage required).
Workers' Compensation	Statutory limits per South Carolina law. Waiver of Subrogation in favor of the City required.
Employer's Liability	$100,000 each accident / $100,000 disease each employee / $500,000 disease policy limit.
Umbrella / Excess Liability	$2,000,000 each occurrence / $2,000,000 aggregate, following form.
Property (Concessionaire-owned equipment)	Full replacement cost; Concessionaire bears all risk of loss to its own property.

All policies shall be written on an occurrence basis (not claims-made) by insurers rated A-: VIII or better per A.M. Best and licensed in South Carolina. Policies shall not be canceled, non-renewed, or materially changed without thirty (30) days' prior written notice to the City.

8. Evaluation & Award

8.1 Evaluation Criteria & Weights

Criterion	Weight
Food safety program and staffing model	25%
Experience, qualifications, and references	25%
Non-profit giveback commitment to user programs	20%
Financial stability and capacity	20%
Operating plan and proposed menu	10%
Total	**100%**

8.2 Evaluation Process

A Selection Committee composed of representatives from City Procurement, City Parks & Recreation, the City Administration, and (as advisors) USC Sumter Athletics will score proposals against the criteria above. In accordance with City of Sumter procurement policy, price is an evaluation factor but is not the dominant criterion.

The Selection Committee may, at its discretion, invite the top-ranked Proposers to an interview or site presentation before finalizing rankings.

8.3 Award

The City will commence negotiations with the highest-ranked Proposer. If a satisfactory agreement cannot be negotiated, the City will terminate negotiations and proceed to the next-highest-ranked Proposer until a successful Agreement is reached or the solicitation is canceled.

The City reserves the right to accept or reject any or all proposals, to waive minor irregularities, to request clarifications, to re-solicit, and to make no award if in the City's best interest.

9. Procurement Schedule (Target)

Milestone	Target Date
RFP issued	**Friday, November 13, 2026.**
Written questions deadline	**Friday, December 4, 2026 @3:00PM EST**
City response / addenda posted	**Tuesday, December 8, 2026 @ 5:00PM EST**
Proposals due	**Tuesday, December 14, 2026 @ 3:00PM EST**
Interviews (if held)	**TBD**
Notice of intent to award	**Friday, December 18, 2026.**
Contract execution	**Friday, January 8, 2027.**
Operations commence	**1/18/2027— to align with next program season start**

10. General Conditions

10.1 Point of Contact

All project/operations related questions regarding this RFP shall be directed at Brock McDaniel, bmcdaniels@sumtersc.gov and all procurement/submitting questions regarding this RFP shall be directed at David Ferrell, dferrell@sumtersc.gov

Proposers and their agents shall not contact City Council members, Parks & Recreation staff, or partner-program (USC Sumter, Morris College, P-15's) staff regarding this RFP during the solicitation period. Unauthorized contact may be grounds for disqualification.

10.2 Questions & Addenda

All questions must be submitted to the listed point of contact by the written questions deadline of **Friday, December 4, 2026 @ 3:00PM EST**. Responses will be issued as written addenda posted on the City of Sumter Procurement website. Proposers are responsible for checking for addenda and acknowledging receipt of each addendum in their proposal.

10.3 Public Records

Proposals submitted in response to this RFP are subject to the South Carolina Freedom of Information Act. Confidential or proprietary material must be clearly marked; however, the City cannot guarantee that such designation will override statutory disclosure requirements. Pricing and final proposals are generally public once the contract is awarded.

10.4 Independent Contractor

The selected Concessionaire is an independent contractor. Nothing in the resulting Agreement creates an employer-employee, partnership, joint venture, or agency relationship between the City and the Concessionaire.

10.5 Non-Discrimination & Compliance

The Concessionaire shall comply with all federal, state, and local laws, including but not limited to the Americans with Disabilities Act, the Civil Rights Act, South Carolina labor and employment law, SCDA regulations, and City of Sumter ordinances.

10.6 No Cost to Respond

The City will not reimburse any costs incurred by Proposers in preparing or submitting proposals, attending the site walk, or participating in interviews.

10.7 Contract Form

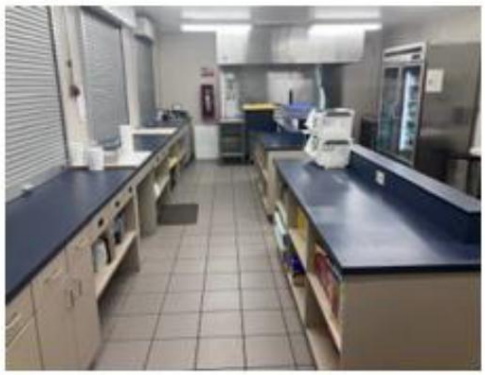
The City intends to execute a Concession Services Agreement in substantially the form attached as Exhibit A to this RFP (issued separately). Submission of a proposal constitutes the Proposer's acceptance of the form Agreement, subject to any exceptions clearly identified in the proposal.

11. Related Photos

Riley Park Concessions Building











— End of RFP —