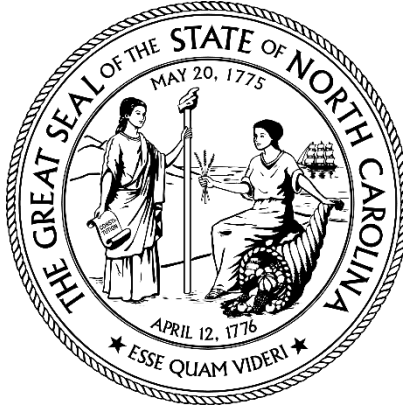




STATE OF NORTH CAROLINA
Department of Administration
State Property Office – Leasing Section

Request for Proposal (RFP) #: 41-35D2

North Carolina Department of Agriculture and Consumer Services
Piedmont Triad Farmers Market Restaurant

2914 Sandy Ridge Road Colfax NC 27235

Date Issued: June 16, 2026

Proposal Closing Date: July 24th, 2026

At 4:00 PM ET

Direct all inquiries concerning this RFP to:

Agency Contacts:

Tad Atkinson
Farmers Market
(919) 818-6709

or

Wendy Dudka
Real Property Agent
(919) 707-3167

Tad.Atkinson@ncagr.gov

Wendy.Dudka@ncagr.gov

NOTICE TO PROPOSERS

1. **READ, REVIEW AND COMPLY:** It shall be the Proposer's responsibility to read this entire document, review all enclosures and attachments, and any addenda thereto, and comply with all requirements specified herein, regardless of whether appearing in these Instructions to Proposers or elsewhere in this RFP document.

2. **PROPOSAL SUBMITTAL**

All proposals shall be submitted electronically via the North Carolina eProcurement Electronic Vendor Portal (eVP) website. For additional information, the [eProcurement Vendor Training](#) page includes online training videos and a link to [Viewing and Responding to Solicitations in eVP](#).

There is No Fee for lease proposal submittal through North Carolina eProcurement Electronic Vendor Portal (eVP) .

Failure to submit a proposal in strict accordance with these instructions may constitute sufficient cause to reject a vendor's proposal(s).

3. **CRITICAL UPDATED INFORMATION:** This RFP may be updated to include critical information in an Addenda. It is important that all Proposers proposing on this RFP periodically check the State's IPS website for any Addenda that may be issued prior to the proposal opening date. All Vendors shall be deemed to have read and understood all information in this RFP and all Addenda thereto.
4. **LATE PROPOSALS:** It shall be the Proposer's sole responsibility to ensure the timely delivery of proposals at the designated office by the designated time.
5. **ACCEPTANCE AND REJECTION:** The State reserves the right to reject any and all proposals, to waive any informality in proposals and, unless otherwise specified by the Proposer, to accept any item in the proposal.
6. **CERTIFICATE TO TRANSACT BUSINESS IN NORTH CAROLINA:** As a condition of lease award, each Proposer that is a corporation, limited-liability company or limited-liability partnership shall have, and shall maintain throughout the term of The Lease, Registration to Transact Business in North Carolina from the **North Carolina Secretary of State**, as required by North Carolina law.
7. **PROPOSER REGISTRATION AND SOLICITATION NOTIFICATION SYSTEM:** The North Carolina eProcurement electronic Vendor Portal (eVP) allows Proposers to electronically register **free** with the State to receive electronic notification of current procurement opportunities for goods and Services of potential interests to them available on the Interactive Purchasing System, as well as notifications of status changes to those solicitations. Online registration and other purchasing information is available at the following website:

<https://evp.nc.gov/>.

Note: Be aware that vendor data may expire every 30 days when using the NC electronic Vendor Portal, so allow adequate time when attempting to respond to time-sensitive deadlines.

NOTE TO PROPOSER

ELECTRONIC RESPONSES ONLY WILL BE ACCEPTED FOR THIS SOLICITATION

IN ORDER TO BE CONSIDERED, YOUR PROPOSAL SHALL BE SUBMITTED IN STRICT ACCORDANCE WITH THESE INSTRUCTIONS PRIOR TO THE ADVERTISED CUT-OFF TIME.
BY 4:00 PM, July 24th, 2026

ALL PROPOSALS SHALL BE SUBMITTED ELECTRONICALLY VIA THE NORTH CAROLINA EPROCUREMENT ELECTRONIC VENDOR PORTAL (eVP)

For additional information, the [NC eProcurement Vendor Training](https://eprocurement.nc.gov/training/vendor-training) <https://eprocurement.nc.gov/training/vendor-training> page includes online training videos and a link to [Viewing and Responding to Solicitations in eVP](#). eVP has a file size limitation of 24MB. If the proposal exceeds 24MB, the proposal or space plans should be split into multiple files. Proposers are to use the following naming standard when submitting proposals:

[PROPOSAL NUMBER]_[PROPOSER NAME]_[MthDayYr] (ex. *SPO-92-501_ACME-LLC_070120*)

NOTE: Failure to submit a proposal in strict accordance with these instructions may constitute sufficient cause to reject the vendor's proposal(s).

PROPOSALS MAILED, E-MAILED OR HAND DELIVERED TO THE DEPARTMENT OF ADMINISTRATION BUILDING MAY NOT BE ACCEPTED.

Following the selection of any proposal and its placement on the Council of State Agenda by the State Property Office, there shall be no further negotiations with those who presented proposals which were not selected for the Agenda.

SPECIAL NOTE:

In accordance with the North Carolina Administrative Code (Title I North Carolina Administrative Code, Chapter 6B.0212) a proposer's meeting will be required following the cut-off date for receiving proposals for leases with rental exceeding \$150,000 annually (including renewal options). A proposer's meeting might not be required if initial proposal(s) are less than \$150,000 in annual rent. After the original proposals are received and site visits made the proposer's meeting will be conducted by the State Property Office at a time and place to be announced by the State Property Office.

Pursuant to North Carolina General Statute 146.25-1(b), the Department of Administration may negotiate on relevant factors that represent the best interest of the State. Relevant factors may include, but are not limited to, timeliness of delivery of the proposed space, maintenance, upkeep and condition of the proposed space and prior performance of the proposer.

SPECIFICATIONS FOR SPACE TO BE LEASED BY THE STATE OF NORTH CAROLINA

North Carolina Department of Agriculture and Consumer Services

I. GENERAL

IN ORDER TO BE CONSIDERED, YOUR PROPOSAL SHALL BE SUBMITTED IN STRICT ACCORDANCE WITH THESE INSTRUCTIONS PRIOR TO THE ADVERTISED CUT-OFF TIME BY 4:00 PM, JULY 24th, 2026.

After reading and fully understanding these specifications, prepare your proposal as follows:

Submit all documentation supporting your proposal, including the proposal form. Supporting documentation should include, but is not limited to the following:

- An Executive Summary consisting of the proposal cover letter highlighting the contents of the proposal and bearing the authorized representative's signature.
- Background information on the organization and should give details of experience with similar products. A list of references (including contact people and telephone numbers) for whom similar work has been performed.
- Full description of plans and intentions for your use of the space. Be as detailed as possible. Provide documentation showing you have researched all the required permits for your proposed operation.
- The premises are to be leased as is. Any improvements will be at the Proposer's expense. Provide information on improvements you propose to make to the premises. This may include up-fit construction and/or new construction.
- Provide a timeline for the startup of your proposed operation.
- A current financial statement or similar evidence of financial stability for each person or firm making this proposal.

A PRE-PROPOSAL CONFERENCE WILL BE HELD AT THE RESTAURANT BUILDING LOCATED AT 2914 SANDY RIDGE RD, COLFAX, NORTH CAROLINA ON JULY 9th, 2026 AT 10:00 A.M.

II. SCOPE

The North Carolina Department of Agriculture and Consumer Services (NCDA&CS), Piedmont Triad Farmers Market (PTFM), is seeking proposals from qualified operators to lease and manage its newly renovated restaurant facility in Colfax, NC. The selected tenant will operate a restaurant, diner, eatery, grill, café, or bistro with a family-friendly bar area, featuring a warm, casual atmosphere focused on comfort food, fresh ingredients, and locally sourced products.

The PTFM has a long-term interest in obtaining a quality service operation that complements North Carolina farmers, agriculture and consumers. The ideal operation should reflect the character and appeal of an independently owned establishment, operating year-round by professionals dedicated to exceptional customer service and enhancing the overall visitor experience. The Piedmont Triad Farmers Market is one of North Carolina's premier agricultural destinations and serves as a regional hub for fresh produce, specialty

foods, retail vendors, and agritourism. Conveniently located near Interstate 40 in the rapidly growing Greensboro and Triad region,

The proposer should demonstrate a commitment to offering North Carolina products whenever possible, with preference given to items grown, caught, or raised or harvested within the state. Applicants should also provide evidence of relevant operational experience in the food service industry, (past or present) including restaurant management, customer engagement, and marketing strategies designed to attract and retain customers from across the region.

III. LEASE COMMENCEMENT

It is anticipated the lease will be effective September 1, 2026, or a date satisfactory to the State. The proposer may include alternate effective date for consideration. The Lease Agreement will be prepared by the State and will include the Request for Proposals specifications and other items that the State deems applicable.

IV. LEASE PERIOD

The Lease shall be for an initial term of five (5) to ten (10) years with renewals desired. The proposer should indicate number of renewals and years in the renewal period(s) on the proposal form.

V. RENTAL

The minimum annual rental is **\$227,000** for year 1 of the term with a minimum 2% annual rental escalations during the term including renewals.

VI. LOCATION

Piedmont Triad Farmers Market Restaurant Building
2914 Sandy Ridge Drive (Exit 208)
Colfax, NC 27235

VII. DESCRIPTION OF SPACE OFFERED (Premises)

The Premises consist of an approximately 6,764 ± square-foot, single-story restaurant facility featuring cedar and brick exterior finishes. Ideally situated within the Piedmont Triad Farmers Market (PTFM), the property benefits from direct access to the heavily traveled Interstate 40 corridor and proximity to the growing Greensboro and greater Triad region. PTFM attracts an estimated 1.8 million visitors annually, including more than 700,000 vehicles entering the property each year, creating significant visibility and customer traffic for the restaurant operation.

The facility is designed to support multiple dining experiences, including a family dining area intended for larger groups and quieter dining, as well as a pub-style dining space offering a more casual and relaxed atmosphere. The layout also includes a dedicated “grab-and-go” section for prepackaged meals and food items, along with outdoor dining accommodations. Ample non-exclusive paved parking is available on-site, including five ADA-accessible spaces, and is shared with adjacent development areas to adequately support restaurant patronage.

The renovated one-story building will feature a modernized interior that includes a commercial kitchen, two dining areas, a meeting space, and a bar area. Additional details are provided in attached Exhibits A and B.

Comprehensive renovations and infrastructure upgrades have been completed throughout the facility, including new HVAC systems, updated electrical service, plumbing improvements, gas line installation, replacement of the metal roof, new insulation, and updated interior wall finishes. Interior wall configurations may be modified, subject to approval by the PTFM Manager, to accommodate the selected tenant's operational needs and restaurant concept.

A kitchen exhaust hood system will be provided by the landlord. The tenant will be responsible for supplying all additional kitchen equipment and furnishings necessary for restaurant operations, including appliances, refrigeration units, shelving, freezers, and dining furniture.

A detailed list of completed renovations and improvements will be provided during the Pre-Proposal Conference Meeting.

VIII. ACCEPTANCE AND REJECTION

The right is reserved by the State (Landlord) to accept or reject any and all proposals or to waive any informality in the Proposals.

IX. SAVE HARMLESS

Tenant agrees to indemnify and save harmless the State of North Carolina and all of its agencies from any claim form or against any and all claims, suits and liabilities based upon damage to, or destruction of, any property or injury (including death) to any person arising out of or attributable to the performance or nonperformance by the Tenant.

X. INSURANCE

Tenant shall at its sole cost and expense procure and maintain in full force and effect during the term of the lease from an insurance company duly authorized to do business in North Carolina, insurance as appropriate for the conduct of the lease:

1. General Liability Coverage, on a Comprehensive Broad Form on an occurrence basis in the minimum amounts of \$1,000,000 / \$5,000,000 Combined Single Limit (C.S.L.). (Defense cost shall be in excess of the limits of liability) In addition, there shall be sub-limits of \$1,000 premises medical payment per person; \$10,000 premises medical payment per accident; and \$100,000 care custody and control.
2. Workmen's Compensation Insurance covering all of Tenant's employees who are engaged in any work under the lease in keeping with all applicable laws. (State Statutory Limit)
3. Automobile Liability Insurance covering all of Tenant's vehicles operating at the PTFM in keeping with all applicable laws.
4. Product liability insurance in the amount of \$1,000,000 for bodily injury, including death, each person.

Tenant shall furnish to the State certificates evidencing insurance coverage before operation commences under the Lease. The State of North Carolina shall be named as additional insured on all policies. All certificates or policies shall provide that the insurance company will give the State of North Carolina thirty (30) days written notice prior to cancellation or any changes in stated coverage of any such insurance.

XI. LAWS

Tenant shall comply and secure compliance, at his cost and expense with all the requirements of all local, State, and Federal laws in carrying out his obligations under this Lease. This lease contract shall be governed by the laws of the State of North Carolina, and the Tenant shall have an A rating or equivalent at all times with the Guilford County Health Department or other authority having jurisdiction.

XII. SELECTED PROPOSALS

Supporting documentation for all properly submitted proposals will be evaluated to determine the qualified proposals. Evaluation of qualified proposals will be based on:

- Food offered- sample menu to include alcohol
- Days and hours of year-round operation
- Type of restaurant, i.e. cafeteria, table style, etc.
- Samples of proposed advertisements and promotional materials
- Desirability of the proposal as to how it will complement the total operation of the PTFM,
- Demonstrated ability of the proposer(s) to execute the proposal submitted, Resume's, 3 Letters of recommendation, and a least one from a supplier on behalf of the applicant's character and business and management skills.
- Demonstration of sufficient funds for the execution of the proposal submitted,
- The amount of rent offered,
- All relevant factors that might affect the public interest.

XIII. LESSOR (LANDLORD) RESPONSIBILITIES

1. Landlord is responsible for the maintenance of the roof and exterior of the building, wiring, and plumbing furnished and installed by the Landlord, provided however that any such repairs are necessitated by the negligence or willful act of Tenant, its agents, employees and invitees shall be done by the Tenant.
2. Landlord is responsible for the maintenance of the existing HVAC, Ventilation Fans in which a schedule will be provided.
3. Landlord is responsible for repair on exhaust hood along with gas, electrical and plumbing hookups for commercial kitchen equipment REPAIR NOT MAINTENACE.
4. Landlord shall conduct all required inspections of fire suppression systems and shall promptly correct all deficiencies.
5. Landlord is to provide equipped restrooms but not supplies.
6. The Landlord is not responsible for interruption of electrical power or power failure. Tenant is encouraged to install alert systems on devices needing uninterrupted power.
7. The Landlord reserves the right to enter and inspect the premises at any time.

XIV. LESSEE (TENANT) RESPONSIBILITIES

A. General

1. Tenant must be a North Carolina registered business entity before Council of State approves.
2. Tenant shall notify Landlord immediately when systems fail or Landlords equipment is not working properly. (HVAC, Ventilation,)
3. Tenant shall pay all utility services (electric, gas, internet, trash/grease removal, water, sewage, security alarms) on the Premises.
4. Tenant shall provide all upfits, equipment, furnishings, and any alterations to the building and grounds, and any improvements must be approved by NCDA&CS, the State Construction Office and any other authority having jurisdiction.
5. Tenant shall provide any additional telephone and data lines, alarm systems, and any other special equipment/services required at the sole cost of the Tenant.
6. Tenant shall be responsible for obtaining and maintaining all permits (including ABC permits), license, training, certifications, and insurance coverage required during the term of the agreement.
7. Tenant shall keep the Premises clean and in acceptable condition, to include flooring, walls, free of trash/waste. No Personal property/vehicles left on premises non-business-related.
8. Tenant will maintain all food preparations, food service, receiving dock area, and dining areas in a clean manner and will dispense of waste and grease properly. Table clearing, floor care and interior trash removal will be the Proposer's responsibility. Tenant maintains cleanliness of restaurant and all janitorial needs.
9. Tenant shall be responsible for keeping all drain lines of food waste and grease.
10. Tenant will provide adequate garbage and grease refuse containers.
11. Tenant shall keep all stored equipment and supplies necessary and relevant for on-site operations in an orderly manner and only in areas agreed to by the Landlord.
12. Tenant shall be responsible for rodent and pest control in all leased facilities.
13. Tenant shall operate the business at least 6 days per week, preferred Saturday and Sunday, evenings included.
14. Tenant will perform Exhaust Hood Inspection 2x annually at Tenants expense.
15. Tenant shall correct, within thirty (10) days notification, all deficiencies for which Proposer is responsible under the Lease noted by the NC Department of Insurance during its annual inspection of the Premises.
16. Tenant shall not assign, transfer, convey, sublet or otherwise dispose of the Lease agreement, or any part thereof, to any person, partnership, company or corporation without prior written approval of the Landlord.
17. Tenant may not utilize the Premises to service functions that occur on the property without Landlord approval. Ex. Catering off premises

18. All requirements regarding advertising (on and off the Premises) must meet with prior review and approval by the Landlord.
19. Tenant shall not provide drive through service on the Premises.
20. Tenant will not sell NC Education Lottery chances nor act as an agent of any game of chance, legal or illegal, within the leased Premises, unless Management agrees in writing.
21. Tenant will not offer live animals as part of business conducted within the lease premises.
22. Tenant shall maintain a sanitation rating of Grade "A" or equivalent at all times with the Guilford County Health Department or other authority having jurisdiction.
23. Tenant shall provide fresh food, of good quality, prepared and cooked on Premises.
24. Tenant shall be an equal opportunity employer.
25. Tenant and personnel shall conduct themselves in a professional manner at all times, and personnel attire with distasteful statements or pictures are not allowed.
26. Tenant is responsible for all personnel, if someone is considered objectionable, tenant is responsible party.

B. Financial

1. Proposer will make no purchases or charges of any type in the name of the North Carolina Department of Agriculture and Consumer Services or the Piedmont Triad Farmers Market.
2. Payments are due monthly at the Piedmont Triad Farmers Market Office by the 10th day of each month. Payments of rent not delivered within thirty (30) days of the due date will bear interest beginning on the due date at the rate established by law for State agency past-due accounts receivable. In addition, payments of rent not delivered within ninety (90) days of the due date will be assessed a late fee equal to five (5%) of the original amount due. All payments of rent shall be made payable to the Piedmont Triad Farmers Market..

C. Termination and Forfeiture

1. At the termination of the lease agreement, Tenant shall quit and surrender the Premises and Landlord's equipment in as good or better condition as at the commencement of the lease agreement, and all improvements or alterations to the Premises shall become property of the Landlord. It is further agreed that any alterations or improvements made by the Tenant will be removed if the Landlord requests, even if permanently affixed, at the Tenant's sole expense and the premises restored by the Tenant to a condition comparable to that in which they were prior to the letting of the Lease.
2. If Tenant shall fail to make any payment of rent when due or shall fail to comply with any agreement herein contained or any of the rules commenced by or against it in any legal proceeding to declare it bankrupt, insolvent, or unable to pay its debts, or shall make a

general assignment for the benefit of its creditors, Landlord may enter and take possession of the Premises and expel Tenant, therefrom, using such means and force as may appear expedient, without prejudice to other remedies available to Landlord. And, in such event, Tenant hereby expressly waives notice to quit possession and such other formalities or conditions as may be required by law.

3. No entry by Landlord under the lease agreement shall bar Landlord from the recovery of rent or damages for the breach of the lease by Tenant, nor shall the receipt of rent by Landlord after any such breach or delay by Landlord in enforcing its rights hereunder be deemed a waiver of any rights or privileges granted Landlord by this Lease.
4. All alterations and improvements made to the Premises at the Proposer's expense may become the property of the Landlord at the termination of the Lease or the vacation of the premises by the Proposer at the Landlord's discretion. It is further agreed that upon the termination of the Lease or the vacation of the premises by the Proposer any alterations or improvements made by the Proposer shall be removed at the Landlord's request, even if permanently affixed, at the Proposer's sole expense and the premises restored by the Proposer to a condition comparable to that in which they were prior to the letting of the Lease.

D. Destruction of Premises

If the Premises shall be destroyed by fire or other casualty or be so damaged thereby as to become wholly or partially untenable, Tenant may, by written notice delivered to Landlord within ninety (90) days after such destruction or damage, elect to rebuild or repair same. In such event, the lease shall remain in force, and Tenant shall rebuild or repair the damaged Premises within a reasonable time after such election, putting the Premises in as good condition as it was at the time immediately prior to the destruction or damage. If Tenant does not elect as aforesaid to rebuild or repair, Tenant shall remove all debris from the premises at Tenant cost and return the premises to Landlord in a reasonable time. Tenant shall deliver and surrender to Landlord such possession, and the lease shall become void and the term hereby created shall end. On such delivery and surrender being made or on the recovery of the Premises by Landlord, but not before such time, the obligation to pay rent shall cease.

E. Hold Harmless

Landlord shall not be responsible for any contracts, agreements, or transactions of Tenant in connection with the construction of the facility or business operations conducted by Tenant and its contractors and shall not be liable for any damages growing out of said contracts, agreements or transactions. Tenant agrees to indemnify and hold harmless the Landlord, its officers, employees and agents, against any claims, damages, or obligations or suits arising out of or in any manner connected with construction of or the use of the Premises by Tenant, its assigns, invitees, sublessees, servants, employees or agents. Tenant agrees to indemnify and hold harmless the Lessor, its officers, employees and agents, against any claims, damages, or obligations or suits arising out of the actions of any animals owned by or accompanied by Tenant, its assigns, invitees, sublessees, servants, employees or agents.

F. Compliance with Rules and Regulations

Tenant shall observe, obey, and comply with any and all existing or future laws, regulations, rules,

ordinances, orders, and requirements of the Federal, State, County, City and Municipal government or any governing body or subpart of a governing body (including safety and public service entities), which relate to the management and regulation of the Premises and related facilities, regardless of whether such compliance is ordered or directed against Lessor, Tenant, or both. Tenant will require the same obedience and compliance by its sublessees, assigns, officials, agents, employees and invitees, and all other persons for whose conduct Tenant is responsible or over whom Tenant exercises or has authority to exercise control. Tenant will obtain at its own expense all licenses, permits, regulatory approvals and union and trade organization clearances required by any entity for use by Tenant of the Premises. Tenant shall be responsible for any alterations or improvements to the building structures, electrical and water systems which may be required by applicable laws, ordinances, rules or regulations of governmental entities.

Tenant will not allow dogs and other animals on the premises. The only exception is service animals as provided under the ADA or other State/Federal codes.

PO-28 PROPOSAL FORM

(Must be submitted before the deadline for proposal to be accepted)

Name:

Firm Name:

Address:

Telephone:

Email:

Lease term _____ years effective _____, or a date satisfactory to the State plus _____ (number of renewals) _____ year renewal period(s) upon mutual agreement to by both parties.

I. Rental: I propose the following minimum annual rental during year one (1) of the lease. Rental for the year must be described as a flat rate. The annual rental increases will begin in year 2 of the agreement.

Year 1 _____

Annual increases of ____% beginning in Year 2 for the term and renewals (2% minimum).

II. The selected proposer must register as a legal entity, if applicable, under North Carolina Law before the transaction is placed on the Council of State agenda. Failure to register may result in a delay in the approval process or rejection of the proposal.

III. I have read and accepted the request for proposals (specifications) on pages 2. through 7. and all attachments and stipulate that this proposal is made in keeping with the requirements therein. I understand that this proposal will be evaluated on the basis of the desirability of the proposal as to how it will complement the total operation of the PTFM, the demonstrated ability of the proposer(s) to execute the proposal submitted, demonstration of sufficient funds for the execution of the proposal submitted, the amount of rent offered, and all relevant factors that might affect the public interest. I further realize that the State may reject this proposal for any reason it deems warranty.

N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from a person seeking to do business with the State. By execution of this proposal, you attest, for your entire organization and its employees or agents, that you are not aware that any gift has been offered, accepted, or promised by any employee of your organization.

This proposal is made in compliance with the specifications furnished by the Department of Administration, State Property Office. I have read and accepted the request for proposal (specifications-PO-27) and all attachments and stipulate the proposal is made in keeping with the requirements therein. I understand that this proposal will be evaluated because of the desirability of the proposal as to how it will complement the total operation of the PTFM.

Signature _____ Date _____

Signature _____ Date _____

NOTE: All proposals shall be submitted electronically via the North Carolina E-procurement Vendor Portal (NC eVP) The cut-off date for proposals: July 24, 2026 at 4:00PM.

Exhibit A Floor Plan

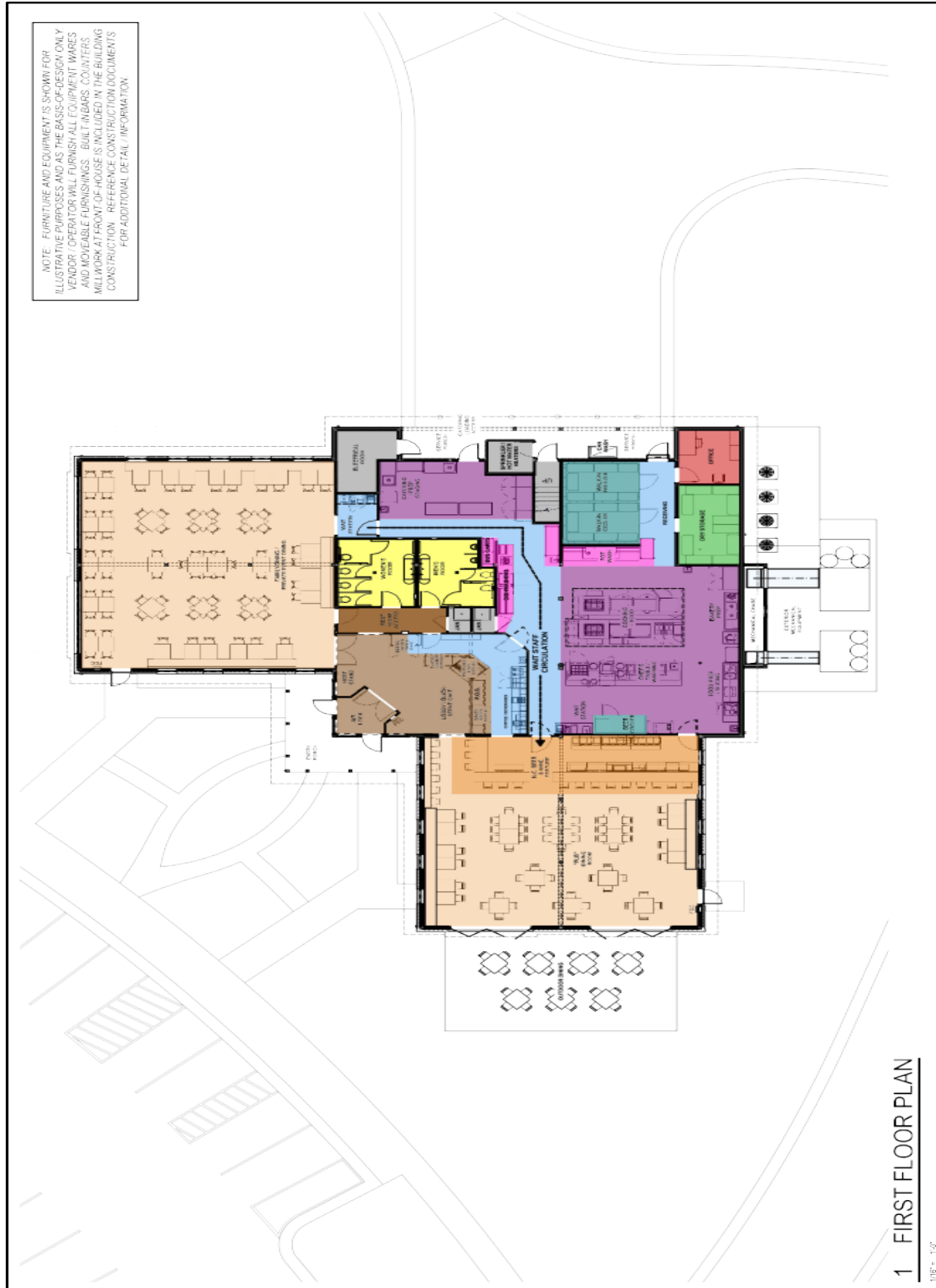


Exhibit B
Rendering External Renovations

