

**SOUTH CAROLINA DEPARTMENT OF PARKS, RECREATION
&
TOURISM**

PROCUREMENT CERTIFICATION FORM

GRANTEE NAME: Township Auditorium

PROJECT NAME: Performance Acoustics - Capital Improvements

I hereby certify that all labor, materials and contracts acquired or performed in the accomplishment of the above named project will be accomplished in accordance with the named entity's established procurement guidelines. Any questions, concerns or grievances should be directed to this agency.

Aundra Holloman
PRINTED NAME

Executive Director
TITLE


SIGNATURE

5/2/2023
DATE

**Statement of Non-Discrimination
By Organizations Funded in the
South Carolina General Appropriations Act**

To meet requirements of a provision of the South Carolina General Appropriations Act regarding your funding, please fill in the blanks below, sign and return to PRT with your other credentials. If desired, you may retype the statement on your own letterhead.

Statement of Non-Discrimination

5/2/2023
Date

Assurance is hereby given by the

Township Auditorium
(Name of Organization)

that no person shall, upon the grounds of race, creed, color or national origin be excluded from participation in, be denied the benefit of or be otherwise subjected to discrimination under any program or activity for which this organization is responsible.

Signature

Ar. Holl

Title

Executive Director

Basic Information for Your Organization

Your Organization	
Name	Township Auditorium dba Columbia Township Auditorium
Address (Street or PO Box)	PO Box 1088
Address (City, State, Zip)	Columbia, SC 29202
SCEIS Vendor Number (Determines remittance)	7000054050
Organization website address	www.thetownship.org
Organization type (nonprofit, local government, etc.)	Government

Organization Contact	
Name	Melanie Bonaparte
Position	Accounting Manager
Telephone	803.576.2354
Email	sims.melanie@richlandcountysc.gov

State Contribution	
Amount	\$100,000.00
Earmark Name	Township Auditorium
Project Summary	SCPRT FY2022-2023 Budget
State Agency Providing Contribution	SC DOR

Person Completing this Report	
Name	Melanie Bonaparte
Position	Accounting Manager

Accounting of how the funds will be spent

Provide below an accounting of how the state funds will be spent*. Total expenditures should equal the total appropriation received. Expenditure descriptions similar to those used in your organization's accounting records should be used to maximize comparability of this budget to your organization's accounting of actual expenditures. For any category exceeding 10% of the total state contribution, provide additional details or subcategories of expenditures.

* Per Proviso 11-9-110, a contribution must not be made to an organization until it agrees in writing to allow the contribution to audited by the State Auditor.

Description	Budget
Capital improvements - to improve customer experience	\$ 100,000.00
Grand Total	\$ 100,000.00

Insert additional lines if needed. Grand total should equal the state funds to be received.

Success Measures

List the success measures that will determine the effectiveness of the use of the state funds to be received. Success measures should be stated in a way that can be measured. At least one success measure is required, but if there are more success measures than lines provided, copy and paste the last line as needed to expand the list.

Measure	Description
1	With renovations we should see an uptick in concession and ticket sales
2	
3	
4	
5	
6	
7	
8	
9	
10	
11	
12	
13	
14	
15	

At least one success measure is required. If additional lines are needed, copy and paste Measure 15.

Goals to be accomplished

List the goals to be accomplished with the state funds to be received. Goals should be stated in a way that can be measured. At least one goal is required, but if there are more goals than lines provided, copy and paste the last line as needed to expand the list.

Goal	Description
1	5% increase in ticket sales & 10% increase in concessions
2	
3	
4	
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10	
11	
12	
13	
14	
15	

At least one goal is required. If additional lines are needed, copy and paste Goal 15.

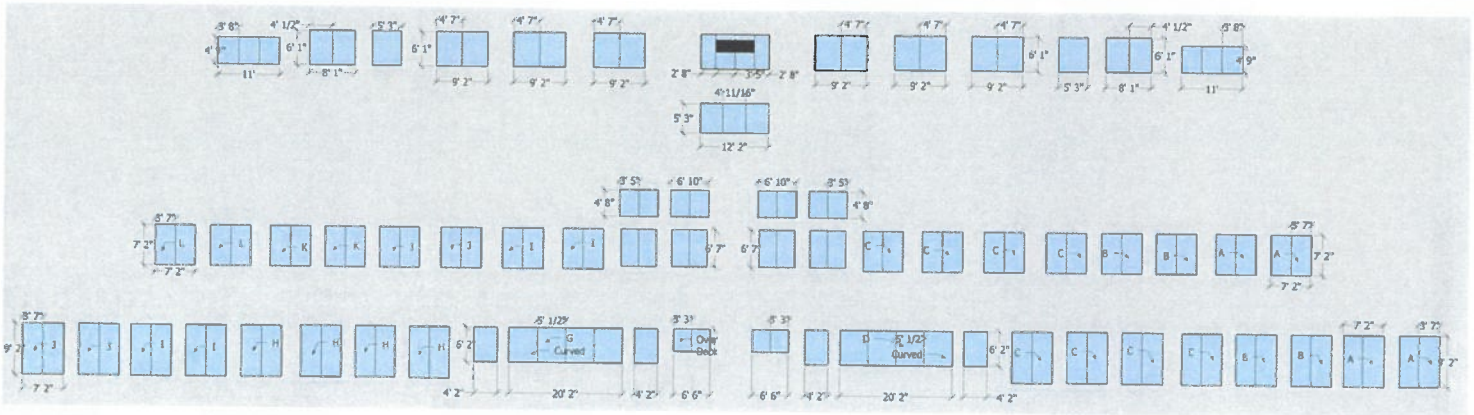


April 3, 2023

Julian Fajardo
1703 Taylor St
Columbia, SC 29201
 email: Fajardo.julian@richlandcountysc.gov
 cell: 713-303-4331

Scope of Work

\$99,419



Approximately 4,000 sqft of 1" site fabricated system with Kinetics Noise control track, 1" 6# fiberglass core and choice of Guilford of Maine FR701-2100 fabric any except white or eggshell

- Performance Acoustics reserves the right to negotiate the final terms and conditions of any contract resulting from this proposal.
- Prices are valid for 60 days from date of Proposal. Proposal is subject to requote after expiration.
- Access equipment included
- Terms of payment: negotiable deposit with balance due on completion.

Please contact us with any questions you have regarding the product, installation, or scope.
Thanks for the opportunity.

Sincerely,

Scott Rhoads

Scott Rhodes
888.998.0575 x 403; 704-293-4487
Scott@performance-acoustics.com



PERFORMANCE
ACOUSTICS

www.performance-acoustics.com



"Performance Acoustics"

ACCEPTANCE OF PROPOSAL: By signing below, customer hereby accepts the proposal set forth above and agrees that it shall be governed by the following Terms and Conditions:

Signature:

Date:

**PERFORMANCE ACOUSTICS, LLC
MASTER TERMS AND CONDITIONS**

1. Governing Terms. All work performed and materials supplied by Performance Acoustics, LLC. (the "Company") for or on behalf of Customer shall be subject to these Terms and Conditions. Any provisions printed or otherwise contained in any acknowledgement, correspondence, or additional documentation that are contrary, different, or additional to these Terms and Conditions shall have no force or effect and Customer hereby agrees that any such provisions or alterations shall not constitute any part of the parties' agreement unless expressly agreed to in writing by the Company.

2. Terms of Payment. Payment shall be made in accordance with the terms specified by the Company pertaining to a specific Proposal. In the event a Proposal is silent as to the terms of payment, Customer shall render full payment within thirty (30) days of the Company's provision of an invoice. Interest shall accrue on all balances due and unpaid after thirty (30) days at a rate of 18% per annum (1½% per month). If the Customer fails to make any payment when due, Customer shall be liable for all expenses related to collection of past due amounts including, without limitation, attorney's fees and costs.

3. Inspection. The Customer shall inspect work performed and materials supplied by the Company and give written notice to the Company within ten (10) days of any damage or defect. Failure to give such written notice of any damage or defect will constitute acceptance by the Customer of all work performed and materials supplied by the Company.

4. Warranty. The Company warrants its work against defects in workmanship and material for a period of twelve (12) months from the date of performance or installment under normal use and service when Company's products are used in accordance with instructions furnished by the Company and any applicable manufacturer. The warranty on parts or equipment is limited to the warranty provided by the manufacturer thereof, if any. These warranties represent Customer's exclusive remedies and are provided in lieu of all other express and implied warranties, including but not limited to, the implied warranties of merchantability, fitness for a particular purpose, course of dealing and usage of trade. Neither the Company nor any of its affiliates makes any express or implied warranties with respect to any goods sold by the Company or any other person. Any proposal by the Customer to vary the terms hereof or to expand the warranties or other terms set forth herein, unless agreed to in writing by an authorized officer on behalf of the Company, shall be deemed a material alteration and shall not become part of these Terms and Conditions or any other agreement between the parties.

The warranties provided in these Terms and Conditions are conditioned upon full payment to the Company by the Customer of all amounts owed as well as the Customer's protection of all materials supplied and installed by the Company from damage including, without limitation, damage from third party subcontractors.

5. Limitation of Liability. Under no circumstances shall the Company be liable to the Customer or any other person or entity for incidental, consequential, indirect, exemplary, punitive or special damage, or any other losses or expenses, including



PERFORMANCE
ACOUSTICS

without limitation for injuries to persons or damage to property, loss of profit or revenues, costs of substitute products, loss of use, downtime costs, or claims of Customer's clients even if the Company has been advised of the possibility of such damages. The Company's aggregate liability arising out of or relating to any products or services furnished under the terms hereof shall not exceed payment from the Customer received by the Company for the work or materials out of which such claim has arisen.

6. **Applicable Law and Jurisdiction.** This Agreement shall be governed by the laws of the State of North Carolina. Exclusive jurisdiction and venue for all disputes arising out of or relating to this Agreement or any other transaction between the parties hereto shall reside in a North Carolina Court of competent jurisdiction situated within Mecklenburg County, North Carolina. In the event the Company must commence or defend a legal action pertaining to this Agreement, the Company shall be entitled to all court costs and reasonable attorney's fees for prosecuting or defending the claim, as the case may be, on any issues as to which the Company is the prevailing party. **Each party hereby waives any right it may have had to a trial by jury as to any claim, cross claim or cause of action relating to or arising out of this Agreement or any transaction between them.**

7. **Severability.** In the event that any provision herein shall be found to be void or unenforceable, this shall not be construed to render any other provisions void or unenforceable, and all other provisions shall remain in full force and effect.