



Academy of Excellence
School Food Authority Name

078604000
CTD Number

Arizona Department of Education Catering Contract Checklist

This checklist must be completed and submitted to the Arizona Department of Education (ADE), along with the referenced documents for all Catering contract approvals. Forms will be returned if not accurately completed or if sections are blank.

Please answer the questions and check each box for which information and/or documents have been provided.

1. The Catering contract dollar amount for one (1) year? \$120,000.00
2. What type of procurement was used? Informal Formal (RFP/IFB)
3. If the SFA is a charter school, does the SFA have an Arizona Board of Charter Schools procurement exemption? Yes No N/A
4. If a formal procurement was used, what date did the Request for Proposal (RFP) for the Contract close?
Month/Date/Year _____ N/A
5. If formal procurement was used and this is a renewal, what number is the contract renewal?
 1st 2nd 3rd 4th of 4 annual renewals N/A
6. Catering Company: South Mountain Deli
provide the following signed certifications by the Caterer:
 - Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion- Lower Tier Covered Transactions (include for contracts > \$25,000)
 - Certification regarding Lobbying and Disclosure of Lobbying Activities (include for contracts > \$100,000)
 - Certification of Independent Price Determination (the Caterer and SFA must sign)
8. SFA Employee Contact Information

Provide the following information for the individual employed by the SFA responsible for answering questions and correspondence concerning its food service operation:

Name: Anita D. Colter

Job Title: Owner

Telephone Number: 602-463-8819

Fax Number: N/A

Email Address: anita@southmountaindeli.com

I certify that the information and documentation provided herein is true and correct to the best of my knowledge and that I am the person authorized to sign herein.

By: *Anita D. Colter* 6/8/2015 *Director / Board Chair*
(Signature) (Date) (Position/Title)
Anita D. Colter
(Printed name of person signing)

State Agency Use

Date Received: _____

If not approved what changes are required: _____

Date Approved: _____

State Agency Reviewer: _____

Date: _____

- | | |
|--|---|
| <input type="checkbox"/> Signed Contract | <input type="checkbox"/> Approval Letter |
| <input type="checkbox"/> Cert of Price | <input type="checkbox"/> Approval Letter w/ docs needed |
| <input type="checkbox"/> Debarment | <input type="checkbox"/> Approval Letter Emailed |
| <input type="checkbox"/> Lobbying | <input type="checkbox"/> File Complete Letter |
| <input type="checkbox"/> Lobbying Disclosure | <input type="checkbox"/> CNP Web Checklist |

**STANDARD AGREEMENT TO PROVIDE FOOD SERVICE
BETWEEN A SPONSOR AND A FOOD SERVICE VENDOR**

This agreement ("Agreement") is entered into on June 5, 2015 by and between Academy of Excellence 07-86-04-101 ("Sponsor") and South Mountain Deli Catering Corporation ("Vendor") for school breakfast and/or lunches. Total estimated contract amount: \$120,000.00

BACKGROUND

Whereas, it is not within the capability of the Sponsor to prepare specified meals under the **National School Lunch Program (NSLP); School Breakfast Program (SBP); After School Care Snack (ASCS)**.

Whereas, the facilities and capabilities of the Vendor are adequate to prepare and deliver specified meals to the Sponsor's facility(ies); and Whereas, the Vendor is willing to provide such services to the Sponsor on a Fixed-fee contract reimbursement basis.

Therefore, both parties agree as follows:

AGREEMENT

1. Vendor Responsibilities

- 1.1. **Food Services:** The Vendor agrees to prepare specified meals for delivery inclusive of milk or juice to the site specified in Paragraph 1.2 per the agreed upon menu planning option specified in Paragraph 1.6. The Sponsor has approved the menu, which is incorporated into this Agreement by this reference.
- 1.2. **Service Site(s):** For the purpose of this Agreement, the Vendor shall make and deliver meals that comply with the **NSLP/SBP/ASCS** and this Agreement to the food service site at the following location(s): **425 North 36th Street, Phoenix, AZ 85008**
- 1.3. **Delivery Requirements:** The Vendor shall make deliveries of the meals within the hours and on the days designated below. The Vendor shall make deliveries only to the authorized Site(s) above on the following day(s) and time(s): **Monday – Friday 7:00 am & 10:30 am.**
- 1.4. **Price:** Vendor's price for each NSLP meal is \$2.70,
For each SBP meal is \$1.70,
For each ASCS meal is \$0.75
~~And for each SBP meal~~ is based on the written estimate of meals needed that the Sponsor provides, except as provided in Paragraph 1.9. The Price shall be firm for the term of the contract.
- 1.5. **Menu Preparation and Approval:** Vendor shall provide the Sponsor, for approval, a proposed 21-days cycle menu for the operational period, at least **FIVE** business days prior to the beginning of the period to which the menu applies. Any changes to the menu made after Sponsor approval must be agreed upon by the Sponsor and documented on the menu records. Menu items may be adjusted in writing by the

880
6/8/15

- 3.3.1. Vendor shall indemnify, defend and hold the Sponsor harmless against any loss of damage (including attorney's fees and costs of litigation) caused by the Vendor's negligent act or omission, theft by the Vendor's employees, or the negligent or intentional acts or omissions of the Vendor's agents or employees. The Vendor shall defend any suit against the Sponsor alleging personal injury or property damage arising out of the transportation of meals or other items to the Site(s) or out of the acts of the Vendor's employees, and any suit alleging bodily injury, sickness, or disease arising out of the consumption of the meals delivered by the Vendor to the Food Service Site(s), and shall be liable for any damages agreed to by the parties or awarded as a result of such litigation.
- 3.3.2. Sponsor shall promptly notify the Vendor in writing of any claims against the Vendor or the Sponsor and, in the event a suit is filed, shall promptly forward to the Vendor all papers in connection therewith. The Vendor shall not incur any expense or make any settlement without the Sponsor's consent. However, if the Vendor refuses or neglects to defend any such suit, the Sponsor may defend, adjust, or settle any such claim, and the costs of such defense, adjustment, or settlement, including reasonable attorney's fees, shall be charged to the Vendor.

3.4. Agreement Modification, Nonperformance or Default:

- 3.4.1. This Agreement constitutes the entire understanding between the Vendor and the Sponsor with respect to the subject matter hereof and there is no other written or oral understandings or agreements with respect hereto. No variation or modification of the Agreement and no waiver of its provisions shall be valid unless in writing and signed by the duly authorized officers of the Sponsor and the Vendor. No assignment or transfer of this Agreement may be made, in whole or in part, without the prior written consent of the Sponsor.
- 3.4.2. The Sponsor may, upon written notice of default to the Vendor, terminate the whole or any part of this Agreement in any one of the following circumstances:
 - 3.4.2.1. If the Vendor fails to make delivery of meals, other agreed upon items (i.e. Eating utensils, supplies, storage equipment), or to perform the services within the time specified herein.
 - 3.4.2.2. If the Vendor fails to perform any of the other provisions of this Agreement in accordance with its terms and does not correct such failure within 48 hours after requested to do so.

3.5. Duration and Termination:

- 3.5.1. This Agreement shall become effective ~~June 5, 2015~~ *July 1,* after both parties sign it and ADE approves it. The Vendor shall provide meals during the period starting

[Signature]
6/8/15

Academy of Excellence, Inc. CTDS: 07-86-04-000 | Entity ID: 4296

- [General](#)
- [Representatives](#)
- [Grades](#)
- [Enrollment Caps](#)
- [Board Members](#)
- [Schools](#)
- [Documentation](#)
- [Amendments](#)
- [Financial Performance](#)

General Information

Corporation Type

Non Profit

Corporate Status

Charter Holder is in Good Standing

Charter Holder URL

Not specified ([add](#))

Charter Status

Open

Date Charter Granted

05/14/2012

Date Charter Signed

05/30/2012

Contract Effective Date

07/01/2012

Renewal Eligibility Date

12/30/2031

Renewal Application Due Date

03/30/2032

Expiration Date

06/30/2032

Closure Effective Date

Unknown

Date of USFRCS Exception

01/15/2013

Date of Procurement Exception

Unknown

Calendar Year Opened

1999

Mission Statement

The mission of Academy of Excellence charter schools is to educate all students, including at-risk students, to become a lifelong learner able to function successfully in a global society.

Management Type

Not specified.

Ms. Brenda Nelson

Address

425 North 36th Street
Phoenix, AZ 85008

Phone

602-389-4271

Email

dindi@cox.net

FCC Expiration

No data available.

Grade Configurations

- Effective Date: 08/10/1998 - End Date:
 - Configuration: K, 1st, 2nd, 3rd, 4th, 5th, 6th, 7th, 8th

Enrollment Caps

- Effective Date: 07/01/2005 - End Date:
 - Cap: 300

Officers, Directors, Members, and Partners

Brenda Nelson

- Email Address: dindi@cox.net
- FCC Expiration:

Eula Saxon Dean

- Email Address: euladean2@cox.net
- FCC Expiration: 08/09/2012

James Nelson

- Email Address: jnelson@bethunelaw.com
- FCC Expiration: 04/02/2013

Wayne Hemphill

- Email Address: a044300@allstate.com
- FCC Expiration: 04/16/2013

Academy of Excellence - Central Arizona [CTDS: 07-86-04-004] [Entity ID: 85863]

[View School Information](#)

- Calendar Type: Alternative
- Grades Served: K, 1st, 2nd, 3rd, 4th, 5th, 6th, 7th, 8th

- School Characteristics:
- Governing Body:
 - Brenda Nelson
 - Eula Dean
 - Jo Anne Parker

Academy of Excellence [CTDS: 07-86-04-101] [Entity ID: 5461]

[View School Information](#)

- Calendar Type: Alternative
- Grades Served: K, 1st, 2nd, 3rd, 4th, 5th, 6th, 7th, 8th
- School Characteristics:
- Governing Body:
 - Brenda Nelson
 - Eula Dean
 - Jo Anne Parker

Fay Landrum Academy [CTDS: 07-86-04-102] [Entity ID: 90843]

[View School Information](#)

- Calendar Type: Standard
- Grades Served: K, 1st, 2nd, 3rd, 4th, 5th, 6th, 7th, 8th
- School Characteristics:
- Governing Body:
 - Brenda Nelson
 - Eula Dean
 - Jo Anne Parker

Documentation

- [Document Management System](#)
- [Communications Log](#)

Amendments

USFRCS Exception Amendment Request

- **Date Granted** 01/15/13
-

Financial Performance

Academy of Excellence, Inc.

Near-Term Measures	Fiscal Year 2013		Fiscal Year 2014	
	No	Meets	No	Meets
Going Concern	No	Meets	No	Meets
Unrestricted Days Liquidity	78.18	Meets	71.21	Meets
Default	No	Meets	No	Meets

Sustainability Measures (Negative numbers indicated by parentheses)

Net Income	(\$14,937)	Does Not Meet	(\$46,966)	Does Not Meet		
Fixed Charge Coverage Ratio	0.78	Does Not Meet	0.48	Does Not Meet		
Cash Flow (3-Year Cumulative)	\$139,196	Meets	\$31,077	Does Not Meet		
Cash Flow Detail by Fiscal Year	FY 2013	FY 2012	FY 2011	FY 2014	FY 2013	FY 2012
	\$29,723	\$47,075	\$62,398	(\$45,721)	\$29,723	\$47,075

Does Not Meet Board's Financial Performance Expectations

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notified @ 6/3/2015

Declined

AZ School Meals

Academy of Excellence Charter School



AZ School Meals

AZ School Meals
1235 S. 48th St.
Tempe, AZ 85281
service@azschoolmeals.com

Phone 480-491-7727
Fax 480-491-7722

AZ School Meals

Proposal for Academy Of Excellence Charter School

Company Summary

We are the premier school caterer in the valley. AZ School Meals has been serving preschools, child care centers and charter schools since 1995. We strictly follow the guidelines set forth by the USDA and the Arizona Department of Education for the Child and Adult Care Food Program and the National School Lunch Program. If you participate in one of these programs we will provide you with all meal production work sheets, serving sizes, recipes and all other paperwork that is required at no additional cost. For your convenience we offer email, phone in, fax. We can provide meals for any size facility (25 meals to 3000 meals per day). All of our meals are prepared in our commercial kitchen following the guidelines set forth by the federal Food Code and the Maricopa County Health Department.

Our Executive Chef prepares our menus using the freshest ingredients using minimal salt and sugar. All of our sauces and entrees are homemade and designed to meet the flavors your students like. We can provide all paper products and utensils as well as milk as needed for your students.

Our goal at AZ School Meals is to provide children with a model of healthy eating. By using AZ School Meals as your caterer you can be assured that your children are receiving healthy meals that are low in fat and sugar and that will help in the fight against diabetes, obesity and high blood pressure.

Project Description

AZ School Meals will provide high quality meals (breakfast, lunch and snack) that conforms to the standards of the National School Lunch Program. The pricing structure will be based on the number of meals ordered and maintained. The proposed pricing is listed in the table below. This price includes milk, foam trays, sporks and paying school-provided server 4 hours per day for meal service (the cost of the server is included)

Number of Student	Breakfast 65	Lunch 80	Snack 85
Students	\$1.60	\$2.50	\$1.30

Provide the following information for the individual employed by the SFA responsible for answering questions and correspondence concerning its food service operation:

Name: Anita D. Colter

Job Title: Owner

Telephone Number: 602-463-8819

Fax Number: N/A

Email Address: anita@southmountaindeli.com

I certify that the information and documentation provided herein is true and correct to the best of my knowledge and that I am the person authorized to sign herein.

By: Brenda Nelson 6-9-15 Dir. of Food Services/Bd. Sec.
(Signature) (Date) (Position/Title)
Brenda Nelson
(Printed name of person signing)

State Agency Use

Date Received: _____

If not approved what changes are required: _____

Date Approved: _____

State Agency Reviewer: _____

Date: _____

Signed Contract

Approval Letter

Cert of Price

Approval Letter w/ docs needed

Debarment

Approval Letter Emailed

Lobbying

File Complete Letter

Lobbying Disclosure

CNP Web Checklist

Provide the following information for the individual employed by the SFA responsible for answering questions and correspondence concerning its food service operation:

Name: Brenda Nelson

Job Title: Director Food Service/Board Secretary

Telephone Number: 602-389-4271

Fax Number: N/A

Email Address: bnelson@aoephx.com

I certify that the information and documentation provided herein is true and correct to the best of my knowledge and that I am the person authorized to sign herein.

By: Mr. Eula S. Dean 6/9/2015 Secretary / Board Chair
(Signature) (Date) (Position/Title)
Eula S. Dean
(Printed name of person signing)

State Agency Use

Date Received: _____

If not approved what changes are required: _____

Date Approved: _____

State Agency Reviewer: _____

Date: _____

Signed Contract

Approval Letter

Cert of Price

Approval Letter w/ docs needed

Debarment

Approval Letter Emailed

Lobbying

File Complete Letter

Lobbying Disclosure

CNP Web Checklist

Eula Dean

From: Eula Dean
Sent: Thursday, May 21, 2015 3:18 PM
To: service@azschoolmeals.com; 'rdbo@aol.com'; 'anita@southmountaindeli.com';
'info@stellarcateringaz.com'
Cc: Brenda Nelson (bnelson@aoephx.com)
Subject: Catering Invitation 2015-16.doc
Attachments: Catering Invitation 2015-16.doc

Importance: High

Thank you for your response to the attached invitation .
Dr. Eula Saxon Dean
Director/Board Chair
602-389-4271

Academy of Excellence Charter Schools
"Helping Every Child Succeed"

Phoenix Campus
425 North 36th Street
Phoenix, Arizona 85008
Phone: 602-389-4271
Fax: 602-389-4278
Email: academyofexcellenceaz.com

Coolidge Campus
1530 South Arizona Boulevard
Coolidge, Arizona 85228
Phone: 520-723-4773
Fax: 520-723-4773
Email: academyofexcellenceaz.com

May 21, 2015

Academy of Excellence Charter School
425 N. 36th St.
Phoenix, AZ. 85008
602-389-4271

Deadline June 1, 2015

The Academy of Excellence is seeking a qualified Vendor, to provide meals for the period of *July 1, 2015 to June 30, 2016*. As such, the board of directors invites you to submit a proposal to prepare meals.

Academy of Excellence is a free, public charter school located at 425 N. 36th ST. Phoenix, AZ 85008, serving students in **grades K-8**. It services **approximately 120 students** and requires a comprehensive food service program for the **2015-2016 school -year**. The program must follow the United States Department of Agriculture (USDA) regulations regarding contracting for food service programs (**National School Lunch Program [NSLP], School Breakfast Program [SBP], and After School Care Snack [ASCS]**).

Please direct your bid interest to Dr. Eula Saxon Dean by June 1, 2015, edean@aoephx.com, 602-389-4271