

# State of New Hampshire POLICE STANDARDS & TRAINING COUNCIL ARTHUR D. KEHAS

LAW ENFORCEMENT TRAINING FACILITY & CAMPUS

17 Institute Drive — Concord, N.H. 03301-7413

603-271-2133 FAX 603-271-1785 TDD Access: Relay NH 1-800-735-2964



Donald L. Vittum Director

February 21, 2013

100% PENALTY ASSESSMENT Foods

Her Excellency, Governor Margaret Wood Hassan and the Honorable Council State House Concord, NH 03301

### REQUESTED ACTION

Authorize the New Hampshire Police Standards & Training Council (NHPSTC) to enter into a service agreement with Compass Group USA, Inc., by and through its Chartwells Division of 3 International Drive, Rye Brook, NY (Vendor Code 174591) in the amount of \$263,802.00 for the provision of meals through the NHTI – Concord's Community College Capital Commons dining hall to recruit and in-service officers attending programs at the Arthur D. Kehas Law Enforcement Training Facility and Campus, effective July 1, 2013 through the end of the fiscal year, June 30, 2014.

Subject to legislative approval of the next biennial budget funding is available for this contract and should be encumbered as follows:

Organization	Accounting Unit	FY2014
PSTC	06-87-87-08700-89990000-021-500211	\$245,770.00
PSTC	06-87-87-08700-83100000-021-500211	\$ 18,032.00
	Total	\$263,802.00

#### **EXPLANATION**

The New Hampshire Police Standards & Training Council (NHPSTC) utilizes the services of the cafeteria at the NHTI – Concord's Community College (NHTI) to provide meals to recruit and in-service officers attending programs at the NHPSTC facility in Concord. A team of NHTI personnel and a NHPSTC representative met over a period of time to write a Request for Proposal ("RFP") seeking a contract to provide the dining services required by NHPSTC and NHTI.

The RFP was mailed directly to fourteen potential vendors and a Public Notice was advertised in the Manchester Union Leader (March 3-5, 2010) and on the CCSNH website, with an April 16, 2010 closing date. The RFP stated that "a contract shall be awarded to the contractor whose proposal is determined to be the most advantageous to NHTI. NHTI will not accept any proposal based on price alone, but will make an award based on the evaluation of factors set forth herein. NHTI further reserves the right to reject any and all proposals, and NHTI will be the sole judge as to whether the contractor's proposal has or has not satisfactorily met the requirements of the RFP."

An evaluation process was developed to include the following criteria; overall proposal content, Catering, NHTI Board Plans, Capital Commons Cash Meals (which includes NHPSTC pricing), Commuter/Faculty/Staff meal plans, Commission Rate and Investment Opportunities.

A vendor meeting was held on March 26, 2010, of which six potential vendors attended. One proposal was received by the closing date, the bidder being Compass Group USA, Inc. That proposal was evaluated based on the criterion and the team agreed that the proposal was advantageous to NHTI and NHPSTC. At that time, NHTI entered into a 10-year term agreement with Chartwell's to provide food services. Since the dining hall resides on the campus of NHTI and the services provided to PSTC and NHTI are funded separately, PSTC signs a contract separate to that signed by NHTI on a yearly basis.

This agreement has no general fund impact. We respectfully request your approval for this agreement.

Respectfully Submitted,

they b hand

Donald L. Vittum

Director

DLV:brj

FORM P-37 (version 1/09)

Subject: \_Food Services for NH Police and Corrections Academies

#### **AGREEMENT**

The State of New Hampshire and the Contractor hereby mutually agree as follows:

#### **GENERAL PROVISIONS**

1.1 State Agency Name	1.2 State A	1.2 State Agency Address		
NH Police Standards and Training Council	17 Institute	17 Institute Drive, Concord, NH 03301		
1.3 Contractor Name	1.4 Contra	ctor Address		
Compass Group USA, Inc., by and through its Char Division		onal Drive , NY 10573		
1.5 Contractor Phone 1.6 Account Number	1.7 Compl	etion Date	1.8 Price Limitation	
914-935-5300 10-08700-89990000-50 10-08700-83100000-50		1	\$ 263,802.00	
1.9 Contracting Officer for State Agency	1.10 State	Agency Telepho	one Number	
Donald L. Vittum, Director	603-271-2	133		
1.11 Contractor Signature	1.12 Name	and Title of Co	ontractor Signatory	
MirM. / buen	Steven M.	Sweeney, Presid	dent & CEO	
1.13 Acknowledgment: State of NY Cour On 2/15/13, before the undersigned officer, per proven to be the person whose name is signed in ble capacity indicated in block 1.12.	sonally appeared the p			
1.13.1 Signature of Notary Public or Justice of the I	Peace			
			AURA J DELUCA	
[Seal] Laura J. De Luca		] NO	ublic-State of New York  D. 01DE4998586	
1.13.2 Name and Title of Notary or Justice of the Pe	eace		in Westchester County Expires June 29, 2014	
Laura J. DeLuca, Contracts Specialist				
1.14 State Agency Signature	1.15 Name	and Title of Sta	ate Agency Signatory	
Dest Shand	Donald L.	Donald L. Vittum, Director		
1.16 Approval by the N.H. Department of Administ	ration, Division of Per	sonnel (if appli	cable)	
Ву:	Director, On	:		
1.17 Approval by the Attorney General (Form, Subs	-	,		
By: // [ ]	On: 2/2	18/2013		
1.18 Approval by the Governor and Executive Cour	ncil			
Ву:	On:			

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO

**BE PERFORMED.** The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

#### 3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior 6.2 During the term of this Agreement, the Contractor shall to the Effective Date shall be performed at the sole risk of the not discriminate against employees or applicants for Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to payaffirmative action to prevent such discrimination. the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

#### 4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available [Contractor's books, records and accounts for the purpose of of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

#### 5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference. 5.2 The payment by the State of the contract price shall be the or corporation with whom it is engaged in a combined effort only and the complete reimbursement to the Contractor for all to perform the Services to hire, any person who is a State expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement

those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law. 5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

#### 6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.

employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the appropriated funds. In the event of a reduction or termination ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement. 7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this

Page 2 of 6

Contractor Initials

Agreement, the Contracting Officer's decision shall be final for the State.

#### 8. EVENT OF DEFAULT/REMEDIES.

- 8.1 Any one or more of the following acts or omissions of the matter, content, and number of copies of the Termination Contractor shall constitute an event of default hereunder ("Event of Default"):
- 8.1.1 failure to perform the Services satisfactorily or on schedule;
- 8.1.2 failure to submit any report required hereunder; and/or of this Agreement.
- 8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions: 8.2.1 give the Contractor a written notice specifying the Eventits employees. of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is interest in this Agreement without the prior written consent of not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination; 8.2.2 give the Contractor a written notice specifying the Eventprior written consent of the State. of Default and suspending all payments to be made under this 13. INDEMNIFICATION. The Contractor shall defend, Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of
- Default shall never be paid to the Contractor; 8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or 8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or contained shall be deemed to constitute a waiver of the both.

#### 9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

- 9.1 As used in this Agreement, the word "data" shall mean all 14. INSURANCE. information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.
- 9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason. 9.3 Confidentiality of data shall be governed by N.H. RSA
- chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.
- 10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of

termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor 8.1.3 failure to perform any other covenant, term or condition an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to

#### 12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

The Contractor shall not assign, or otherwise transfer any the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the

indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

- 14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
- 14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence: and
- 14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property. 14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.
- 14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer

Contractor Initials Date identified in block 1.9, or his or her successor, certificate(s) of inures to the benefit of the parties and their respective insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten 21. HEADINGS. The headings throughout the Agreement (10) days prior written notice of cancellation or modification of the policy.

#### 15. WORKERS' COMPENSATION.

- 15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("Workers' Compensation").
- 15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are Agreements and understandings relating hereto. incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.
- 16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.
- 17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.
- 18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire.
- 19. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and

- successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.
- 20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.
- are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.
- 22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.
- 23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and
- 24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior

Contractor Initial Date\_

#### Exhibit A

- 1. Compass Group USA, Inc by and through its Chartwells Division will provide 3 meals per day for up to 60 recruits, 3 staff members, and when necessary, instructors and special students for up to 11 weeks of the 161<sup>st</sup> NH Police Academy.
- 2. Compass Group USA, Inc by and through its Chartwells Division will provide 3 meals per day for up to 60 recruits, 3 staff members, and when necessary, instructors and special students for the 14 weeks of the 162<sup>nd</sup> NH Police Academy.
- 3. Compass Group USA, Inc by and through its Chartwells Division will provide 3 meals per day for up to 60 recruits, 3 staff members, and when necessary, instructors and special students for the 14 weeks of the 163<sup>rd</sup> NH Police Academy.
- 4. Compass Group USA, Inc by and through its Chartwells Division will provide 3 meals per day for up to 60 recruits, 3 staff members, and when necessary, instructors and special students for up to 3 weeks of the 164<sup>th</sup> NH Police Academy.
- 5. Compass Group USA, Inc by and through its Chartwells Division will provide lunches for up to 18 recruits, 2 staff members and, when necessary, instructors and special students associated with the Correctional Academies Class, Numbers 96 98, for up to 9 weeks per session.
- 6. Compass Group USA, Inc by and through its Chartwells Division will provide breakfasts, lunches and dinners as applicable to overnight students and lunches for day students, staff members and, when necessary, instructors for selected in-service training programs held at the Arthur D. Kehas Law Enforcement Training Facility and Campus during the period of July 1, 2013 through June 30, 2014.
- 7. Compass Group USA, Inc by and through its Chartwells Division will provide meals for special functions, including but not limited to Chief's Meetings and regular meetings of the NH Police Standards & Training Council based on menus to be mutually agreed upon by both parties and billed at a rate quoted in the **NH Technical Institute Catering Services Menu** that is effective on the date of the event. Payment in this case shall be based on the agreed number of event attendees which shall be stipulated no later than one week in advance of the date of the event.
- 8. Compass Group USA, Inc by and through its Chartwells Division will deliver to police recruits at the NH Police Standards & Training Council, Arthur D. Kehas Law Enforcement Training Facility and Campus, coffee supplies consisting of coffee, coffee creamer, sugar, stirrers and cups when an academy is in session during each day of the 14-week session of the Academy at a cost of \$225 per week. The amount of coffee supplies may be modified based on actual usage upon appropriate notice to the contractor.
- 9. The services noted in numbers 1-7 shall be provided at the following rates per person:

Breakfast \$4.65 Lunch \$6.75 Dinner \$8.95

Total \$20.35

10. The food service and meals provided under this agreement shall be subject to the requirements set out in the NHTI Request for Proposal dated April 16, 2010. The recruit meals served at the NHPSTC server line in the Capital Commons in Little Hall shall include at a minimum all of the menu selections identified in Section 4.1, except that either but not both grill or pizza are provided, the choice of desserts shall be limited to 2, one of which may be ice cream, and brunch is excluded.

Contractor Initials

Date 2/15/13

#### Exhibit B

This contract is total price limited to not more than \$263,802.00 for the contract period. While the numbers may vary up or down, it is anticipated there will be, on average per year, 180 police recruits (an average of 60 per class), and 54 corrections officer recruits (an average of 18 per class).

The contractor shall submit an itemized invoice of meals and/or services provided within 30 days of the date they were received. In the case of meals provided for academy classes, the submitted invoices shall be itemized on a weekly bases and include a breakdown as to the quantity of meals and meal period (breakfast, lunch or dinner) being billed.

Invoices will be paid at the food rates established within Exhibit A of this contract.

#### Exhibit C

- 1. The Council reserves the right to cancel or reschedule any meals due to lack of attendance or unforeseen circumstances, and will notify the contractor as soon as possible if meals are to be canceled or rescheduled.
- 2. The Council reserves the right to amend the contract for additional meals at the same price in case of additional enrollment.
- 3. In the event that the New Hampshire Police Standards and Training Council is required to provide the services herein described, or is required by the Legislature to discontinue this program or use the facilities for any other purpose, the Council shall give prompt notice of any such reduction or termination of funds. If such notice is not given, the State will be liable to the Contractor for payment of services rendered until such notice is given.
- 4. This contract may be cancelled by either party upon written notice ninety (90) days prior to the desired termination date.

Contractor Initials

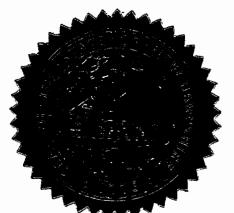
Date 2/15/13

Page 6 of 6

# State of New Hampshire Department of State

#### **CERTIFICATE**

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that COMPASS GROUP USA, INC., a(n) Delaware corporation, is authorized to transact business in New Hampshire and qualified on February 10, 1995. I further certify that all fees and annual reports required by the Secretary of State's office have been received and that the attached is a true copy of the list of documents on file in this office.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 14<sup>th</sup> day of February, A.D. 2013

William M. Gardner Secretary of State

### All Entity Information for: **COMPASS GROUP USA, INC. - Corporation**

#### **Profile Details**

Status Good Standing Citizenship

<u>Filter</u>

Charter #

**Duration** 

**Purpose** 

**Report Due** 

Fiscal Day

223462 Perpetual

**ENGAGE IN ANY** LAWFUL ACT/ACTIVITY FOR WHICH CORP MAY BE ORGANIZED, ANY, ETC.

Inc.

DE

<u>Federal</u>

561874931

**Date Formed** 

2/10/1995

Notes: V:FC P:27422 Date:02/10/1995 FOREIGN CORP QUALIFIED. RETURNED TO C T CORPORATION SYSTEM, 1201 PEACHTREE STREET, NE, ATLANTA GA 30361. V:FC P:29326 Date:04/01/1996 AMEND FILED CHG NAME FROM CANTEEN CORPORATION RET TO:

JENNIFER F AULTMAN, CT CORPORATION, 1201 PEACHTREE ST NE, ATLANTA GA 30361

V:TN P:194268 Date:04/01/1996

CANTEEN

V:193607 P: Date:04/02/1996 CANTEEN VENDING SERVICES TN#

193608 - COMPASS GROUP, USA DIVISION TN# 193612 - EUREST

**DINING SERVICES** 

V:TN P:209944 Date:07/24/1997 CHARTWELLS DINING SRVICES V:250295 P:TN Date:05/08/2000 CHARTWELLS SCHOOL DINING

**SERVICES** 

V:263313 P:TN Date:10/26/2001 FLIK

INDEPENDENT SCHOOLS BY

**CHARTWELLS** 

V:FC P:41360 Date:12/13/2001 MERGER FILED (MERGED IN DE

10/9/01): PROFESSIONAL

FOOD-SERVICE MANAGEMENT, INC. (DE QUAL NH) MERGED INTO COMPASS GROUP USA, INC. (DE QUAL IN NH). AS A RESULT OF THE

MERGER, PROFESSIONAL

FOOD-SERVICE MANAGEMENT INC.

WITHDREW.

V:298025 P:TN Date:03/22/2004 CANTEEN REFRESHMENT

**SERVICES** 

#### **Profile Events**

### All Entity Information for: **COMPASS GROUP USA, INC. - Corporation**

Date: 02/10/1995 Event: Creation Filing Comment: Back Scanned: , Connected by User:

aburford on 2/26/2007 12:26:52 PM

Filed Document: Application for Certificate of Authority

✓ Committed

Effective: 02/10/1995

Date: 04/01/1996

Event: Annual Report

Comment:

DocID:

New Name: 1996

Committed

Effective: 04/01/1996

Date: 04/01/1996

Event: Amend/Restate

Comment: Volume: FC, Page: 29326 AMEND

FILED CHG NAME FROM

CANTEEN CORPORATION RET TO:

JENNIFER F AULTMAN, CT

CORPORATION, 1201 PEACHTREE ST NE, ATLANTA GA 30361 Back Scanned: , Connected by User: aburford on 2/26/2007 12:42:55 PM

Filed Document: Application for Amended Certificate of

Authority

DocID:

New Name: COMPASS GROUP USA, INC.

Committed

Effective: 04/01/1996

Date: 03/27/1997

**Event: Annual Report** 

Comment:

DocID:

Effective: 03/27/1997

Committed Date: 03/30/1998

**Event:** Annual Report

Comment:

DocID:

Effective: 03/30/1998

✓ Committed

Event: Annual Report

New Name: 1998

New Name: 1999

New Name: 1997

Date: 03/22/1999

Comment:

DocID:

Effective: 03/22/1999

Committed Date: 03/21/2000

Comment:

DocID:

Event: Annual Report 1

New Name: 2000

Committed

Effective: 03/21/2000

Date: 03/15/2001

Event: Annual Report

Comment:

DocID:

New Name: 2001

Committed

Effective: 03/15/2001

# All Entity Information for: COMPASS GROUP USA, INC. - Corporation

Date: 12/13/2001 Event: Survivor Comment: Volume: FC, Page: 41360 MERGER

FILED (MERGED IN DE 10/9/01):
PROFESSIONAL FOOD-SERVICE
MANAGEMENT, INC. (DE QUAL
NH) MERGED INTO COMPASS
GROUP USA, INC. (DE QUAL IN
NH). AS A RESULT OF THE
MERGER, PROFESSIONAL
FOOD-SERVICE MANAGEMENT
INC. WITHDREW. RET TO

Filed Document: Articles of Merger

DocID:

DocID:

Date: 03/31/2003

Committed Effective: 12/13/2001

Date: 04/01/2002 Event: Annual Report

Filed Document: Annual Report

riled Document. Annual Report

Committed Effective: 04/01/2002

\_\_\_\_\_\_

Comment:

Comment:

Comment:

Comment:

New Name: 2002

Comment: Back Scanned: 12/20/2005 10:17:35 AM, Connected by User: HLeclerc on

1/6/2006 12:13:26 PM

Filed Document: Annual Report

DocID: New Name: 2003

Committed Effective: 03/31/2003

Date: 04/01/2004 Event: Annual Report

Filed Document: Annual Report

Event: Annual Report

DocID: LBX-00033873 New Name: 2004

✓ Committed Effective: 04/01/2004 Invoice #: 4539496

Date: 03/30/2005 Event: Annual Report

Filed Document: Annual Report

DocID: LBX-00130549 New Name: 2005

Committed Invoice #: 4637682

Date: 03/29/2006 Event: Annual Report

Filed Document: Annual Report

DocID: LBX-00322798 New Name: 2006

✓ Committed Effective: 03/29/2006 Invoice #: 4804887

**Entity Information** 

Legal Entity Name: COMPASS GROUP USA, INC.

**Entity Type: Commercial** 

**Entity Names** 

Entity Name Entity Name Type Corp Name?

COMPASS GROUP USA, INC. Legal Yes

CANTEEN CORPORATION Prev Legal No

COMPASS GROUP USA, INC. - Corporation

# All Entity Information for: COMPASS GROUP USA, INC. - Corporation

COMPASS GROUP USA, INC.

Home State

No

### Entity Address(s)

Address Type	County	Address Info	
Mailing	Mecklenburg	Tax Department 2400 Yorkmont Road Charlotte, NC 28217	
Principal Office		TAX DEPARTMENT 2400 YORKMONT RD CHARLOTTE, NC 28217	
Reg Office	Merrimack	9 Capitol Street Concord, NH 03301	

#### **Entity Contact Information**

No Contact Information Available

#### **Registered Agent**

C T Corporation System

#### **Primary Relationships**

C T Corporation System is a Registered Agent COMPASS GROUP USA, INC. is a Corp Representative

#### **External Relationships**

Corp Representative for CANTEEN VENDING SERVICES

Corp Representative for COMPASS GROUP, USA DIVISION

Corp Representative for EUREST DINING SERVICES

Corp Representative for CANTEEN

Corp Representative for CHARTWELLS DINING SERVICES

Corp Representative for CHARTWELLS SCHOOL DINING SERVICES

Corp Representative for FLIK INDEPENDENT SCHOOLS BY CHARTWELLS

Corp Representative for RA FOODSERVICE OF SALEM

Applicant for CANTEEN VENDING SERVICES

Applicant for COMPASS GROUP, USA DIVISION

Applicant for EUREST DINING SERVICES

Applicant for CANTEEN

Applicant for CHARTWELLS DINING SERVICES

Applicant for CHARTWELLS SCHOOL DINING SERVICES

Applicant for FLIK INDEPENDENT SCHOOLS BY CHARTWELLS

Applicant for CANTEEN REFRESHMENT SERVICES

Applicant for Flik Independent School Dining

Applicant for Flik International

#### **CERTIFICATE OF ASSISTANT SECRETARY**

THE UNDERSIGNED, LAURENCE B. JONES, the duly elected and acting Assistant Secretary of Compass Group USA, Inc. a Delaware corporation (the "Corporation"), DOES HEREBY CERTIFY as follows:

Steven M. Sweeney, President & CEO of Compass Group USA, Inc., by and through its Chartwells Division is hereby authorized to execute the agreement for State of New Hampshire Police Standards and Training Council on behalf of the Corporation.

IN WITNESS WHEREOF, the undersigned has authorized the execution of this certificate and affixed the Corporation's seal this \_\_\_\_\_\_ day of \_\_\_\_\_\_ day of \_\_\_\_\_\_\_, 2013.

Laurence B. Jones
Assistant Secretary

[CORPORATE SEAL]



# CERTIFICATE OF LIABILITY INSURANCE Page 1 of 2

DATE (MM/DD/YYYY) 09/25/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies)must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER  Willis of North Carolina, Inc.  c/o 26 Century Blvd.  P. O. Box 305191	CONTACT NAME:		
	•	PHONE (A/C, NO, EXT): 877-945-7378 FAX (A/C, NO): 888-46	7-2378
	E-MAIL ADDRESS: certificates@willis.com		
	Nashville, TN 37230-5191	INSURER(S)AFFORDING COVERAGE	NAIC#
		INSURER A: National Union Fire Ins. Co. of Pittsburg	19445-001
INSURED Compass Group USA, Inc. 2400 Yorkmont Road	Compage Croup UCA Inc	INSURER B: New Hampshire Insurance Company	23841-001
	INSURER C: ACE American Insurance Company	22667-001	
	Charlotte, NC 28217	INSURER D: National Union Fire Ins. Co. of Pittsburg	19445-003
		INSURER E:	
		INSURER F:	

COVERAGES CERTIFICATE NUMBER: 18578681 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR		210N2 AND CONDITIONS OF SUCH I	ADD'L			POLICY EFF	POLICY EXP	
LTR		TYPE OF INSURANCE	INSRD	WVD	POLICY NUMBER	(MM/DD/YYYY)	(MM/DD/YYYYY)	LIMITS
A	GEN	ERAL LIABILITY			7146424	9/30/2012	9/30/2013	EACH OCCURRENCE \$ 1,000,000
	x	COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED S 1,000,000
		CLAIMS-MADE X OCCUR						MED EXP (Any one person) \$
	x	Contractual Liability						PERSONAL & ADVINJURY \$ 1,000,000
								GENERAL AGGREGATE \$ 10,000,000
	GEN	LAGGREGATE LIMIT APPLIES PER:						PRODUCTS-COMP/OP AGG \$ 5,000,000
	$ \mathbf{x} $	POLICY PRO- LOC						s
A	AUT	OMOBILE LIABILITY			AOS 3447246	9/30/2012	9/30/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000
A	X	ANY AUTO			VA 3447247	9/30/2012	9/30/2013	BODILY INJURY(Per person) \$
В		ALLOWNED SCHEDULED AUTOS AUTOS			MA 3447248	9/30/2012	9/30/2013	BODILY INJURY(Per accident) \$
		HIRED AUTOS NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident) \$
	X	Self Ins. Phy Damage						\$
С		UMBRELLA LIAB X OCCUR			XLXG2456348012/13	9/30/2012	9/30/2013	EACH OCCURRENCE \$ 10,000,000
	х	EXCESS LIAB CLAIMS-MADE						AGGREGATE \$ 10,000,000
		DED RETENTION \$						s
В		RKERS COMPENSATION EMPLOYERS' LIABILITY V/N			AOS 043464664	9/30/2012	9/30/2013	X WC STATU- TORY LIMITS ER
	ANY	PROPRIETOR/PARTNER/EXECUTIVE N	N/A					E.L. EACH ACCIDENT \$ 2,000,000
	(Man	ICER/MEMBER EXCLUDED?						E.L. DISEASE - EA EMPLOYEE \$ 2,000,000
		s, describe under CRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT \$ 2,000,000
D	Liq	quor Liability			7146425	9/30/2012	9/30/2013	\$ 1,000,000 Each Common Cause \$10,000,000 Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach Acord 101, Additional Remarks Schedule, if more space is required)

NAMED INSURED(S):

Chartwells

See Attached

CERTIFICATE HOLDER	CANCELLATION
	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
Bob Stafford	AUTHORIZED REPRESENTATIVE
Police Standards and Training Council 17 Institute Drive Concord, NH 03301	Luell

AGENCY CUSTOMER ID:	22011126	

LOC#: \_\_\_\_\_



# ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY		NAMED INSURED	
Willis of North Carolina, Inc.		Compass Group USA, Inc. 2400 Yorkmont Road	
POLICY NUMBER		Charlotte, NC 28217	
See First Page			
CARRIER	NAIC CODE		
See First Page		EFFECTIVE DATE: See First Page	
ADDITIONAL REMARKS			

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Garagekeepers
Carrier: National Union Ins. Co. of Pittsburgh, PA
NAIC 19445-001
Policy No. 3447246
Policy Period: 09/30/2012 to 09/30/2013
Auto Only (Each Accident) \$5,000,000

SIR applies per terms and conditions of the policy.

Compass Group USA, Inc.

Policy Term: 09/30/2012 to 09/30/2013

Workers' Compensation and Employers Liability Policies

<u>Coverage</u>	Policy Number	<u>Carrier</u>	WC Coverage	<b>EL Limits</b>
Work Comp/EL	043464664	New Hampshire Insurance Company NAIC 23841-001 Primary Policy	Statutory	\$2,000,000 Bodily Injury by Accident - Each Accident \$2,000,000 Each Employee Bodily Injury by Disease \$2,000,000 Policy Limit Bodily Injury by Disease
Work Comp/EL	043464665	National Union Fire Ins. Co. of Pittsburgh NAIC 19445-001 - covers state of CA	Statutory	\$2,000,000 Bodily Injury by Accident - Each Accident \$2,000,000 Each Employee Bodily Injury by Disease \$2,000,000 Policy Limit Bodily Injury by Disease
Work Comp/EL	043464666	Illinois National Insurance Company NAIC 23841-001 - covers states of MA, ND, OH, WA, WI, WY	Statutory	\$2,000,000 Bodily Injury by Accident - Each Accident \$2,000,000 Each Employee Bodily Injury by Disease \$2,000,000 Policy Limit Bodily Injury by Disease
Work Comp/EL	043464667	Illinois National Insurance Co. NAIC 23817-001 - covers state of FL	Statutory	\$2,000,000 Bodily Injury by Accident - Each Accident \$2,000,000 Each Employee Bodily Injury by Disease \$2,000,000 Policy Limit Bodily Injury by Disease
Work Comp/EL	043464671	New Hampshire Insurance Company NAIC 23841-001 - covers state of MN	Statutory	\$2,000,000 Bodily Injury by Accident - Each Accident \$2,000,000 Each Employee Bodily Injury by Disease \$2,000,000 Policy Limit Bodily Injury by Disease