



Chief Anthony F. Colarusso, Jr.  
Chairman

**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

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May 11, 2015

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 \$307,863.80 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 upon Governor and Council Approval through the end of the fiscal year, June 30, 2016. 100% Penalty Assessment Fund.

Funds are available in accounts titled Training and Corrections, shown respectively, pending approval of the next biennium budget:

		<u>FY2016</u>
06-87-87-08700-89990000-021-500211	Food Institutions	\$293,706.80
06-87-87-08700-83100000-021-500211	Food Institutions	\$ 14,157.00
	Total	\$307,863.80

**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 an 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.

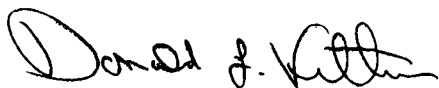
The RFP was mailed directly to fourteen potential vendors and a Public Notice was advertised in the Manchester Union Leader (March 3-5, 2010) and on the CCSNH website, with an April 16, 2010 closing date. The RFP stated that “a contract shall be awarded to the contractor whose proposal is determined 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,

A handwritten signature in black ink, appearing to read "Donald L. Vittum". The signature is fluid and cursive, with a large initial "D" and "V".

Donald L. Vittum  
Director


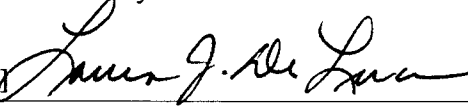
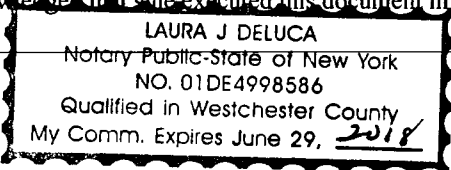
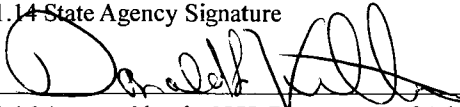
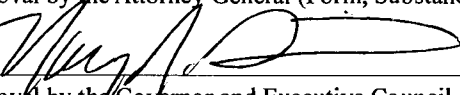
DLV:brj

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 NH Police Standards and Training Council		1.2 State Agency Address 17 Institute Drive, Concord, NH 03301	
1.3 Contractor Name Compass Group USA, Inc., by and through its Chartwells Division		1.4 Contractor Address 3 International Drive Rye Brook, NY 10573	
1.5 Contractor Phone Number 814-935-5300	1.6 Account Number 10-08700-89990000-500211 10-08700-83100000-500211	1.7 Completion Date 6/30/2016	1.8 Price Limitation \$307,863.80
1.9 Contracting Officer for State Agency Donald L. Vittum, Director		1.10 State Agency Telephone Number 603-271-2133	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Steve M. Sweeney, CEO, Chartwells Higher Education	
1.13 Acknowledgment: State of <input type="checkbox"/> NY <input checked="" type="checkbox"/> County of <input type="checkbox"/> Westchester On <u>4/30/15</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal] 			
1.13.2 Name and Title of Notary or Justice of the Peace Laura J. DeLuca, Notary Public			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Donald L. Vittum, Director	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  On: <u>5/6/2015</u>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

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N.H. POLICE STANDARDS



**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 to the Effective Date shall be performed at the sole risk of the 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 pay 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 appropriated funds. In the event of a reduction or termination 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 only and the complete reimbursement to the Contractor for all 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.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

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 Contractor's books, records and accounts for the purpose of 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 or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State 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

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 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

8.1.3 failure to perform any other covenant, term or condition 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 Event 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

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 Event of Default and suspending all payments to be made under this

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

both.

**9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.**

9.1 As used in this Agreement, the word "data" shall mean all 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 matter, content, and number of copies of the Termination 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 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 its employees.

**12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.** The Contractor shall not assign, or otherwise transfer any

interest in this Agreement without the prior written consent of the N.H. Department of Administrative Services. None of the

Services shall be subcontracted by the Contractor without the prior written consent of the State.

**13. INDEMNIFICATION.** The Contractor shall defend, 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 contained shall be deemed to constitute a waiver of the

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. INSURANCE.**

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

identified in block 1.9, or his or her successor, certificate(s) of 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 (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 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

inures to the benefit of the parties and their respective 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.

**21. HEADINGS.** The headings throughout the Agreement 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 effect.

**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 Agreements and understandings relating hereto.

**25. EQUAL OPPORTUNITY.** The Parties shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that the Parties take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

Exhibit A

1. Compass Group USA, Inc by and through its Chartwells Division will provide 3 meals per day for up to 62 recruits, 3 staff members, and when necessary, instructors and special students for the 167<sup>th</sup> NH Police Academy.

2. Compass Group USA, Inc by and through its Chartwells Division will provide 3 meals per day for up to 62 recruits, 3 staff members, and when necessary, instructors and special students for the 168<sup>th</sup> NH Police Academy.

3. Compass Group USA, Inc by and through its Chartwells Division will provide 3 meals per day for up to 62 recruits, 3 staff members, and when necessary, instructors and special students for the 169<sup>th</sup> NH Police Academy.

4. Compass Group USA, Inc by and through its Chartwells Division will provide 3 meals per day for up to 62 recruits, 3 staff members, and when necessary, instructors and special students for the 170<sup>th</sup> NH Police Academy.

5. Compass Group USA, Inc by and through its Chartwells Division will provide lunches for up to 30 recruits, 2 staff members and, when necessary, instructors and special students associated with the Correctional Academy classes numbered 100 - 102.

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, 2015 through June 30, 2016.

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 16-week session of the Academy at a cost of \$230 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	\$4.85
Lunch	\$7.15
Dinner	\$9.36
Total	\$21.36

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.

### Exhibit B

This contract is total price limited to not more than \$307,863.80 for the contract period. While the numbers may vary up or down, it is anticipated there will be, on average per year, 186 police recruits (an average of 62 per class), and 60 corrections officer recruits (an average of 20 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.

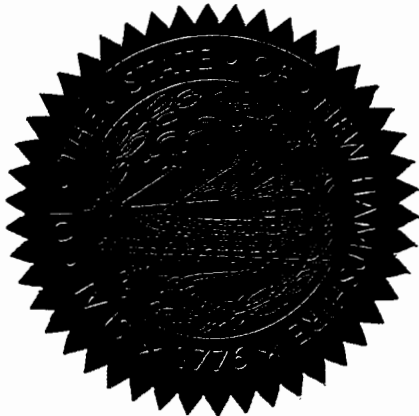
4. This contract may be cancelled by either party upon written notice ninety (90) days prior to the desired termination date.



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.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 20<sup>th</sup> day of April, A.D. 2015

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner  
Secretary of State

**RECEIVED**

MAY 04 2015

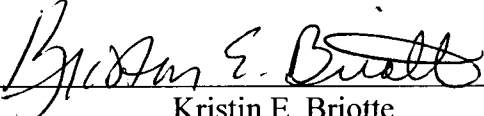
**N.H. POLICE STANDARDS**

**CERTIFICATE OF ASSISTANT SECRETARY**

**THE UNDERSIGNED, KRISTIN E. BRIOTTE**, 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 30<sup>th</sup> day of April, 2015.

  
\_\_\_\_\_  
Kristin E. Briotte  
Assistant Secretary

[CORPORATE SEAL]

**RECEIVED**

MAY 04 2015

**N.H. POLICE STANDARDS**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
04/21/2015

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 Nashville, TN 37230-5191	CONTACT NAME:		
	PHONE (A/C, NO. EXT):	877-945-7378	FAX (A/C, NO.): 888-467-2378
	E-MAIL ADDRESS:	certificates@willis.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #	
INSURED Chartwells Dining Services 2400 Yorkmont Road Charlotte, NC 28217	INSURER A:	National Union Fire Ins. Co. of Pittsburg	19445-001
	INSURER B:	New Hampshire Insurance Company	23841-001
	INSURER C:	ACE American Insurance Company	22667-001
	INSURER D:	National Union Fire Ins. Co. of Pittsburg	19445-003
	INSURER E:		
	INSURER F:		

COVERAGES CERTIFICATE NUMBER: 23100252 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 LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			2047510	9/30/2014	9/30/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000
A	AUTOMOBILE LIABILITY			AOS 3814762	9/30/2014	9/30/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000
A	<input checked="" type="checkbox"/> ANY AUTO			VA 3814763	9/30/2014	9/30/2015	BODILY INJURY (Per person) \$
B	<input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> Self Ins. Phy Damage			MA 3814764	9/30/2014	9/30/2015	BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			XLXG24563480	9/30/2014	9/30/2015	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	028234473	9/30/2014	9/30/2015	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000
D	Liquor Liability			2047502	9/30/2014	9/30/2015	\$ 1,000,000 Each Common Cause \$10,000,000 Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
See Attached:

### CERTIFICATE HOLDER

### CANCELLATION

New Hampshire Police Standards and Training Council 17 Institute Drive Concord, NH 03301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>[Signature]</i> MAY 04 2015

**N.H. POLICE STANDARDS**



**ADDITIONAL REMARKS SCHEDULE**

AGENCY Willis of North Carolina, Inc.		NAMED INSURED Chartwells Dining Services 2400 Yorkmont Road Charlotte, NC 28217	
POLICY NUMBER See First Page			
CARRIER See First Page	NAIC CODE	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 19445-007  
 Policy No. CA3814762  
 Policy Period: 09/30/2014 to 09/30/2015  
 Limit: \$1,500,000

SIR applies per terms and conditions of the policy.

**RECEIVED**

MAY 04 2015

**N.H. POLICE STANDARDS**

Compass Group USA, Inc.

Policy Term: 09/30/2014 to 09/30/2015

Workers' Compensation and Employers Liability Policies

<u>Coverage</u>	<u>Policy Number</u>	<u>Carrier</u>	<u>WC Coverage</u>	<u>EL Limits</u>
Work Comp/EL	028234473	New Hampshire Insurance Co. NAIC 23841-001 Policy Covers States of: AL, AZ, CO, CT, DC, DE, HI, IA, ID, IN, KS, LA, MD, MI, MO, MS, MT, NE, NM, NV, NY, OK, OR, RI, SC, SD, TN, TX, VT, WV	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	028234474	New Hampshire Insurance Co. NAIC 23841-001 Policy Covers States of: AK, AR, GA, IL, KY, NC, NH, NJ, PA, UT, VA	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	028234475	New Hampshire Insurance Co. NAIC 23841-001 Policy 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	028234476	National Union Fire Insurance Co. of Pittsburgh PA NAIC 19445-001 Policy 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	028234477	Illinois National Insurance Co. NAIC 23817-001 Policy 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	028234478	New Hampshire Insurance Co. NAIC 23841-001 Policy Covers State of: ME	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	028234479	New Hampshire Insurance Co. NAIC 23841-001 Policy 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

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MAY 04 2015

**N.H. POLICE STANDARDS**