



**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**



Sheriff Michael L. Prozzo, Jr.
Chairman

Donald L. Vittum
Director

February 21, 2013

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

*100% Penalty Assessment
Fund*

REQUESTED ACTION

Authorize the New Hampshire Police Standards & Training Council (NHPSTC) to amend a service agreement with Compass Group USA, Inc., (originally approved by Governor and Council June 20, 2012, item #206) on by and through its Chartwells Division of 3 International Drive, Rye Brook, NY (Vendor Code 174591) by increasing the price limitation in the amount of \$28,236.00 from \$175,035.00 to \$203,271.00 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, following Governor and Council approval through the end of the fiscal year, June 30, 2013.

Funding is available for this contract and should be encumbered as follows:

<u>Organization</u>	<u>Accounting Unit</u>	<u>FY2014</u>
PSTC	06-87-87-08700-89990000-021-500211	\$191,230.00
PSTC	06-87-87-08700-83100000-021-500211	\$ 12,041.00
	Total	\$203,271.00

EXPLANATION

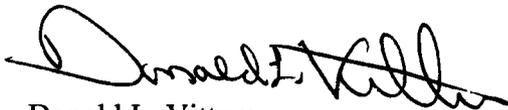
The New Hampshire Police Standards & Training Council (NHPSTC) utilizes the services of the cafeteria at the NHTI – Concord’s Community College (NHTI) to provide meals to recruit and in-service officers attending programs at the NHPSTC facility in Concord. With the downturn in the economy that was in place during the time the FY12 budget was being developed, it was more difficult to predict the class sizes for the police academies going forward as we have no control on the number of officers that are hired by law enforcement agencies. For budgeting purposes, funding was established based

upon the three year average expenses for FY09 – FY11 plus expected food inflation. In FY12, the average full-time officer academy class size was 38 officers, which was the expected average used to calculate the service contract with Chartwells for FY13.

On June 20, 2012, the Governor and Executive Council approved the current service agreement between PSTC and Chartwells, agenda item #206 with a price limitation of \$175,035.00. During FY13, we have seen an increase in the average class size to 52 which is above the 38 average for the previous year. The increase in the number of meals being required increases our overall cost to provide these meals beyond the current price limitation of the contract. We are requesting an increase of \$28,236.00 to that limitation so that we can provide the number of meals that will be required for our remaining academy sessions this fiscal year. None of the increase is due to any change in pricing by Chartwells and is solely based on the need for more meals due to higher academy attendance.

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

AMENDMENT TO CONTRACT FOR SERVICES

HEREBY RESOLVED THAT NH Police Standards and Training, hereinafter referred to as "the Agency" and Compass Group USA, Inc by and through its Chartwells Division (vendor #174591) hereinafter referred to as "the Contractor", pursuant to an agreement between the parties that was approved by Governor and Council on June 20, 2012, item #206, hereby agree to amend the same as follows:

I. To increase the price limitation by \$28,236.00 from \$175,035.00 to \$203,271.00.

This amendment of an existing agreement is hereby incorporated by reference to the existing agreement by the parties and must be attached to the said agreement. No other provisions of the existing agreement are otherwise amended.

IN WITNESS WHEREOF, the parties, hereto, have set their hands as of the day and year first above written.

THE STATE OF NEW HAMPSHIRE
NH POLICE STANDARDS AND TRAINING

By: [Signature]
Donald L. Vittum, Director

And: Compass Group USA, Inc by and through its Chartwells Division

By: [Signature]
Steven M. Sweeney, President and CEO

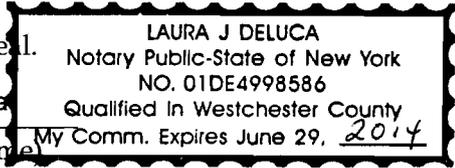
STATE OF New York

County of Westchester

On this the 15th day of February, 2013, before me, Laura J. DeLuca, the undersigned officer, personally appeared, Steven M. Sweeney, as The Contractor, who has satisfactorily proven to be the person identified above as in the foregoing contract and as being authorized to do so has executed the foregoing amendment for the purposes therein contained.

In witness whereof, I hereto set my hand and official seal.

[Signature] Laura J. DeLuca
Notary Public/ Justice of the Peace (sign and print name)
My commission expires 6/29/2014



Approved as to form, substance and execution by the Attorney General this 21 day of February, 2013.

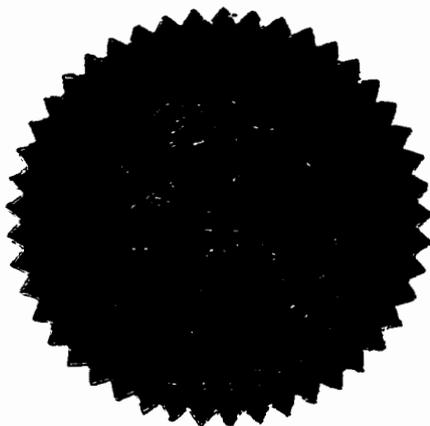
By: [Signature]

Approved by Governor and Council this ___ day of ___, 2013 item number _____.

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 14th day of February, A.D. 2013

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

William M. Gardner
Secretary of State

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

Profile Details

<u>Status</u> Good Standing	<u>Citizenship</u> 0	<u>Inc.</u> DE	<u>Filter</u>		
<u>Charter #</u> 223462	<u>Duration</u> Perpetual	<u>Purpose</u> ENGAGE IN ANY LAWFUL ACT/ACTIVITY FOR WHICH CORP MAY BE ORGANIZED, ANY, ETC.	<u>Report Due</u>	<u>Fiscal Day</u>	

Federal

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:29328 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		
DocID:		
<input checked="" type="checkbox"/> Committed	Effective: 02/10/1995	
Date: 04/01/1996	Event: Annual Report	Comment:
DocID:		
New Name: 1996		
<input checked="" type="checkbox"/> 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.		
<input checked="" type="checkbox"/> Committed	Effective: 04/01/1996	
Date: 03/27/1997	Event: Annual Report	Comment:
DocID:		
New Name: 1997		
<input checked="" type="checkbox"/> Committed	Effective: 03/27/1997	
Date: 03/30/1998	Event: Annual Report	Comment:
DocID:		
New Name: 1998		
<input checked="" type="checkbox"/> Committed	Effective: 03/30/1998	
Date: 03/22/1999	Event: Annual Report	Comment:
DocID:		
New Name: 1999		
<input checked="" type="checkbox"/> Committed	Effective: 03/22/1999	
Date: 03/21/2000	Event: Annual Report	Comment:
DocID:		
New Name: 2000		
<input checked="" type="checkbox"/> Committed	Effective: 03/21/2000	
Date: 03/15/2001	Event: Annual Report	Comment:
DocID:		
New Name: 2001		
<input checked="" type="checkbox"/> 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:

Committed Effective: 12/13/2001

Date: 04/01/2002 Event: Annual Report
Filed Document: Annual Report
DocID:

Comment:

New Name: 2002

Committed Effective: 04/01/2002

Date: 03/31/2003 Event: Annual Report
Filed Document: Annual Report
DocID:

Comment: Back Scanned: 12/20/2005 10:17:35
AM, Connected by User: HLeclerc on
1/6/2006 12:13:26 PM

New Name: 2003

Committed Effective: 03/31/2003

Date: 04/01/2004 Event: Annual Report
Filed Document: Annual Report
DocID: LBX-00033873

Comment:

New Name: 2004

Committed Effective: 04/01/2004

Invoice #: 4539496

Date: 03/30/2005 Event: Annual Report
Filed Document: Annual Report
DocID: LBX-00130549

Comment:

New Name: 2005

Committed

Invoice #: 4637682

Date: 03/29/2006 Event: Annual Report
Filed Document: Annual Report
DocID: LBX-00322798

Comment:

New Name: 2006

Committed Effective: 03/29/2006

Invoice #: 4804887

Entity Information

Legal Entity Name: COMPASS GROUP USA, INC.

Entity Type: Commercial

Entity Names

<u>Entity Name</u>	<u>Entity Name Type</u>	<u>Corp Name?</u>
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)

<u>Address Type</u>	<u>County</u>	<u>Address Info</u>
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 15th day of February, 2013.

Laurence B. Jones

Laurence B. Jones
Assistant Secretary

[CORPORATE SEAL]





CERTIFICATE OF LIABILITY INSURANCE

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 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	
INSURED Compass Group USA, Inc. 2400 Yorkmont Road Charlotte, NC 28217	INSURER A: National Union Fire Ins. Co. of Pittsburgh	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 Pittsburgh	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 LTR	TYPE OF INSURANCE	ADD'L INSRD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY 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			7146424	9/30/2012	9/30/2013	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 3447246	9/30/2012	9/30/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000
A	<input checked="" type="checkbox"/> ANY AUTO			VA 3447247	9/30/2012	9/30/2013	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. <input type="checkbox"/> Phy Damage			MA 3447248	9/30/2012	9/30/2013	BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			XLXG2456348012/13	9/30/2012	9/30/2013	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	AOS 043464664	9/30/2012	9/30/2013	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER 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			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**

Bob Stafford 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
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Coll:3868362 Tpl:1519531 Cert:18578681 ©1988-2010 ACORD CORPORATION. All rights reserved.



ADDITIONAL REMARKS SCHEDULE

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

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>	<u>Policy Number</u>	<u>Carrier</u>	<u>WC Coverage</u>	<u>EL Limits</u>
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



Sheriff Michael L. Prozzo, 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

May 30, 2012

His Excellency, Governor John H. Lynch
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 \$175,035.00 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, following Governor and Council approval through the end of the fiscal year, June 30, 2013.

Funding is available for this contract and should be encumbered as follows:

<u>Organization</u>	<u>Accounting Unit</u>	<u>FY2013</u>
PSTC	06-87-87-08700-89990000-021-500211	\$162,994.00
PSTC	06-87-87-08700-83100000-021-500211	\$ 12,041.00
	Total	\$175,035.00

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.

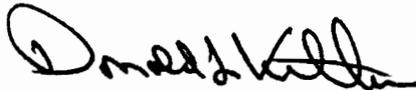
The RFP was mailed directly to fourteen potential vendors and a Public Notice was advertised in the Manchester Union Leader (March 3-5, 2010) and on the CCSNH website, with an April 16, 2010 closing date. The RFP stated that "a contract shall be awarded to the contractor whose proposal is determined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



Donald L. Vittum
Director

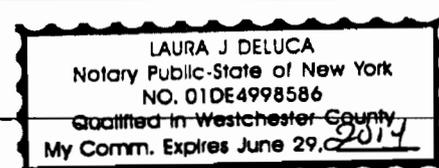
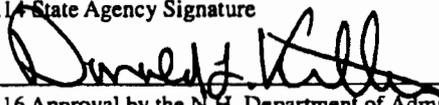
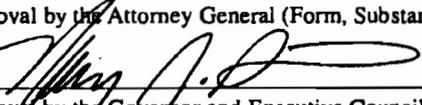
DLV:brj

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 914-935-5300	1.6 Account Number 10-08700-89990000-500211 10-08700-83100000-500211	1.7 Completion Date 06/30/2013	1.8 Price Limitation \$ 175,035.00
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 Steven M. Sweeney, President & CEO	
1.13 Acknowledgment: State of <input type="text" value="NY"/> County of <input type="text" value="Westchester"/> On <input type="text" value="4/30/12"/> , 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, Contracts Specialist			
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: <input type="text" value="5/21/2012"/>			
1.18 Approval by the Governor and Executive Council By: _____ 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 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.

Contractor Initials SM
Date 4/30/12

Exhibit A

1. Compass Group USA, Inc by and through its Chartwells Division will provide 3 meals per day for up to 60 recruits, 5 staff members, and when necessary, instructors and special students for up to 10 weeks of the 158th 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, 5 staff members, and when necessary, instructors and special students for the 14 weeks of the 159th 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, 5 staff members, and when necessary, instructors and special students for the 14 weeks of the 160th 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, 5 staff members, and when necessary, instructors and special students for up to 10 weeks of the 161st NH Police Academy.

5. Compass Group USA, Inc by and through its Chartwells Division will provide lunches for up to 50 recruits, 3 staff members and, when necessary, instructors and special students associated with the Correctional Academies Class, Numbers 95 - 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, 2012 through June 30, 2013.

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 \$215 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	\$4.50
Lunch	\$6.47
Dinner	\$8.78
Total	\$19.75

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 \$175,035.00 for the contract period. While the numbers may vary up or down, it is anticipated there will be, on average per year, 114 police recruits (an average of 38 per class), 30 corrections officer recruits (an average of 10 per class) and 15 civilian corrections recruits (an average of 5 per class) based upon prior contract experience.

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.

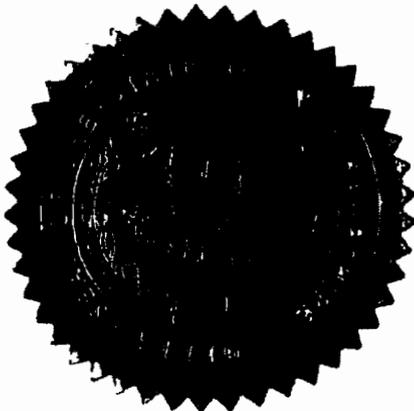
Exhibit C

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 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 16th day of April, A.D. 2012

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

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

Profile Details

<u>Status</u>	<u>Citizenship</u>	<u>Inc.</u>	<u>Filter</u>
Good Standing	0	DE	
<u>Charter #</u>	<u>Duration</u>	<u>Purpose</u>	<u>Report Due</u>
223462	Perpetual	ENGAGE IN ANY LAWFUL ACT/ACTIVITY FOR WHICH CORP MAY BE ORGANIZED, ANY, ETC.	<u>Fiscal Day</u>

Federal

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:04/01/1998
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:04/01/1998
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

DocID:

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:

New Name: 1997

Committed **Effective:** 03/27/1997

Date: 03/30/1998 **Event:** Annual Report **Comment:**

DocID:

New Name: 1998

Committed **Effective:** 03/30/1998

Date: 03/22/1999 **Event:** Annual Report **Comment:**

DocID:

New Name: 1999

Committed **Effective:** 03/22/1999

Date: 03/21/2000 **Event:** Annual Report **Comment:**

DocID:

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:

Committed **Effective:** 12/13/2001

Date: 04/01/2002 **Event:** Annual Report **Comment:**
Filed Document: Annual Report
DocID: **New Name:** 2002

Committed **Effective:** 04/01/2002

Date: 03/31/2003 **Event:** Annual Report **Comment:** Back Scanned: 12/20/2005 10:17:35 AM, Connected by User: HLeclerc on 1/8/2006 12:13:26 PM

Filed Document: Annual Report

DocID:

New Name: 2003

Committed **Effective:** 03/31/2003

Date: 04/01/2004 **Event:** Annual Report **Comment:**
Filed Document: Annual Report
DocID: LBX-00033873 **New Name:** 2004

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

Date: 03/30/2005 **Event:** Annual Report **Comment:**
Filed Document: Annual Report
DocID: LBX-00130549 **New Name:** 2005

Committed **Invoice #:** 4637682

Date: 03/29/2006 **Event:** Annual Report **Comment:**
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

<u>Entity Name</u>	<u>Entity Name Type</u>	<u>Corp Name?</u>
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)

<u>Address Type</u>	<u>County</u>	<u>Address Info</u>
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

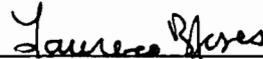
Corp Representative for CANTEEN VENDING SERVICES
Corp Representative for COMPASS GROUP, USA DIVISION
Corp Representative for EUREST DINING SERVICES
Corp Representative for CANTEEN
Corp Representative for CHARTWELLS DINING SERVICES
Corp Representative for CHARTWELLS SCHOOL DINING SERVICES
Corp Representative 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 30th day of April, 2012.



Laurence B. Jones
Assistant Secretary

[CORPORATE SEAL]





ADDITIONAL REMARKS SCHEDULE

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

ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE**

Garage Liability
 Carrier: National Union Ins. Co. of Pittsburg, PA
 Policy No. CA 4309527
 Policy Period: 09/30/2011 to 09/30/2012
 Auto Only (Each Accident) \$500,000.00

SIR applies per terms and conditions of the policy.

Compass Group USA, Inc.
 Policy Term: 9/30/2011 to 9/30/2012
 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	015884088	Illinois National Insurance Co. - 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	015884110	New Hampshire Ins. Co. - 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
Work Comp/EL	015884087	National Union Fire Ins. Co. of Pittsburgh - 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	015884089	Illinois National Insurance Co. - 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



Memo

Willis
28 Century Blvd
P.O. Box 305191
Nashville, TN 372035191

To Bob Stafford
From Willis Certificate Center

Direct Line 877-945-7378

Date

Subject Renewal Certificate of Insurance

Dear Certificate Holder,

Please be advised that the certificate of insurance issued to your company on behalf of (Compass Group USA, Inc.) is hereby provided to you as proof of insurance. If you have received this certificate in error or are no longer doing business with the Insured listed above, please take the following actions listed below.

- Fax a copy of the certificate you received to our office at 888-467-2378. Please make sure you write "DELETE" on the certificate so that we may cancel the certificate in our system, or
- Contact our office at 877-945-7378; provide us with the certificate number listed at the bottom of your certificate. We will cancel your certificate immediately, or
- Return the copy of the certificate to our office by mail. We will deactivate the certificate upon receiving the copy back in the mail requesting deletion.

Should you have any questions, please do not hesitate to contact your Insured directly.

Kindest Regards,
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