

# Scope of Work for CSU Pueblo Bookstore under Master Collaboration Agreement

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## 1. Parties

This Scope of Work ("SOW") is entered into by and between Aladdin Food Management Services, LLC ("Aladdin"), and the Board of Governors of the Colorado State University System, acting by and through Colorado State University Pueblo (hereinafter "CSU Pueblo" or "Institution") (collectively, the "Parties"), and is incorporated into and made a part of that certain Master Collaboration Agreement between the Parties dated as of March 26, 2025 (the "MCA").

## 2. Purpose

The purpose of this SOW is to define the roles, responsibilities, and deliverables with respect to Aladdin's engagement of third-party subcontractors ("Subcontractors") in support of certain auxiliary service operations managed by Aladdin on the CSU Pueblo campus.

## 3. Scope of Services

The Barnes and Noble College Campus Store Services Proposal (Proposal) attached hereto is incorporated by reference. Any terms within this Statement of Work that conflict with the Proposal shall be controlling.

Aladdin shall engage a Subcontractor to exclusively provide the following services at CSU Pueblo campus facilities:

- Service Category: Bookstore

- Proposed Subcontractor: Barnes & Noble College (BNC)

- Service Description:

- a) Subcontractor shall be Institution's exclusive retail buyer and seller of all required, recommended or suggested course materials and supplies, including books delivered in all formats (digital, rental, new, or used), course packs, interactive or other courseware, computer software containing learning content, textbook rentals, open educational resources ("OER") available for purchase, student study aids, tools, and solutions, and materials published or distributed electronically, through the LMS, sold over the Internet, or through hosted e-commerce links. Subcontractor will provide exclusive on-line services through the CSU Pueblo Bookstore website, including fulfillment of the First Day® Complete Program (as defined below) and any distance learning material needs, during the Term. Subcontractor will provide this service at

the cost of \$23.00 a credit hour for undergraduate resident instruction and undergraduate online only degree seeking students.

- b) Aladdin will negotiate the CSU Pueblo Bookstore's open-for-business hours with the Subcontractor, in consultation with CSU Pueblo, and will endeavor to meet CSU Pueblo's preferred daily hours of operation for meeting the needs of the students, faculty and staff. Aladdin will obtain CSU Pueblo's final approval of the business hours before finalizing the agreement with Subcontractor. Proposed changes to the hours of operation after the subcontract is signed must be submitted in writing to the VP of Operations/CFO and must 1. Continue to meet the needs of students and campus and 2. be at least 60 days prior to implementation. Bill paying and accounting, including sales tax collection, reporting and payment for merchandise sold. The scope of work does not include procuring materials for the CSU Pueblo library.
- c) Management of the Complete Program and be responsible for the procurement of desired textbooks and course materials.
- d) Maintenance and repair of technology systems within the Bookstore. Any video cameras and surveillance system must be approved by the Director of Campus Safety and Emergency Management prior to installation and accessible by CSU Pueblo authorized personnel, including the Pueblo County Sheriff's Office.
- e) Loss prevention services. Subcontractor must coordinate with the Director of Campus Safety and Emergency Services, the Pueblo County Sheriff's Office and the Office of Student Conduct and Community Standards regarding loss prevention and enforcement. Subcontractor must coordinate with CSU Pueblo Telecommunications Office regarding selection of long distance telephone services.
- f) Conspicuous posting of customer-facing Bookstore policies, including, as may be applicable, those concerning refunds, buybacks, and exchanges.
- g) Following reasonable advance written notice, access to the Bookstore accounting records, which may include sales information captured by BNC's sales processing system (including the POS system).
- h) Exclusive custom publishing services for Institution course packs. Such services will include the development of course packs for faculty members, securing the appropriate copyright clearances, printing and binding of course packs, and distribution and sale of the course packs in the Bookstore. Complimentary desk copies of course packs will be provided to faculty members.
- i) special book order services for students, faculty, and staff and endeavor to obtain the earliest possible delivery of such books.

- j) A 10% discount will be extended to all faculty and staff, and a 20% discount on all authorized departmental purchases, on mutually agreed-upon categories of campus store product.

#### 4. CSU Pueblo Obligations

CSU Pueblo shall provide:

- a) The space currently allocated at CSU Pueblo Occhiato Student Center for the bookstore via a Facility Use Agreement of at least a minimum of 5000 square feet Subcontractor agrees that this space is sufficient and appropriate space to operate the student Bookstore. If BNC will be providing any renovations to said space, they will be responsible for all costs associated with said renovations, the renovations must have prior written approval of CSU Pueblo and are subject to CSU Pueblo policies, Colorado laws, regulations and approvals for construction contracting. Upon termination of this Agreement prior to June 30, 2030, Aladdin is responsible for returning the space in substantially the condition in which it was acquired, reasonable wear and tear excepted.
- b) Distribution of mechanical systems, life safety systems, and utilities (including but not limited to HVAC, lighting, plumbing and power) as required for operation of the Bookstore.
- c) The Bookstore and the building in which the Bookstore is located ("Building") in compliance with all applicable laws (including but not limited to the Americans with Disabilities Act), delivered in good condition, and meeting all life safety and building codes and regulations (including but not limited to fire alarms, smoke detectors, fire extinguishers, fire suppression and sprinkler systems, water pressure, plumbing and electrical service) for the intended mercantile and accessory use(s) and occupancy loads.
- d) Office equipment, safe, furniture, fixtures, file cabinets, telephone equipment and service (including campus telephones and wiring), network connection within the Bookstore with direct internet access (preferably on a dedicated VLAN), and campus Wi-Fi within the Bookstore.
- e) Conduit with pull string, extending campus copper/data and fiber lines from the Building's IDF/MDF to the Bookstore server room to support BNC's connectivity needs.
- f) All preventative maintenance and repairs for upkeep of the Bookstore and Building shell, core, Building systems, interior architecture, and architectural finishes of the Bookstore (including but not limited to windows, doors, ceilings systems, vent filter replacement, relamping, life safety, and vertical circulation).
- g) Janitorial services extended to the Bookstore for cleaning the windows (inside and out), architectural millwork, restrooms within the Bookstore space, elevators and escalators (if applicable), and power washing of exterior façade and receiving areas.
- h) Trash and mixed recycling (cardboard, paper, glass, aluminum, and plastic) removal, snow removal, and extermination services for the Bookstore.

- i) All financial services (i.e. students being able to charge to their accounts, department charges and use of Thunderbucks) made available by Institution to its students for the purchase of educational materials and other products within the Bookstore. Subcontractor will provide PCI-DSS compliant system.
- j) The placement of an electronic link on Institution's home page, registration system, and within Institution's learning management system ("LMS") to the Bookstore's website.
- k) Property, excise, and municipal taxes, as applicable, on the Bookstore and the Building.
- l) A daily export file with the required SIS student export data (including student email addresses) to support a personal experience for faculty and students and enable BNC and service providers to both provide its products and services to Institution, including the Adoption and Insights Portal ("AIP"), and send Bookstore-related information and personalized and relevant third-party content to Institution's students.
- m) An annual email export file for the following segments: student (including student email addresses and graduation year), parent (email addresses) and alumni (email addresses) to be uploaded into secure portal by July 1 of every calendar year.
- n) Implementation of the First Day® "Complete Program" (inclusive access) for all undergraduate courses beginning with Fall 2025 semester using a per credit pricing format.
- o) Placement of the necessary electronic links on its learning management system (LMS) no later than two (2) weeks prior to the start of the term. At least two (2) weeks prior to the start of the term, Institution shall audit all electronic links on its learning management system (LMS) to ensure they are functional.
- p) If needed, a mutually agreed upon secured space, in addition to space within the Bookstore, for inventory management and student package delivery and pickup for the Complete Program.
- q) The course schedule with enrollment information on a daily basis, by electronic submission.
- r) Delivery to an SFTP server on a daily basis and in a format provided by Subcontractor through an SIS integration, upload of each student's complete course schedule, including associated credit hours, eligibility status for the Complete Program, and any additional data required by Subcontractor in order to implement the Complete Program. At a minimum, Institution shall begin dropping the file no later than twelve (12) weeks out from the course start date through the end of the registration period for each course.
- s) Registrar's final enrollment information for undergraduate resident instruction and/or online degree seeking students by credit hour no later than seven (7) days after the census date. Subcontractor shall have the right to audit the registrar's records in the event it reasonably believes the enrollment information reported by Aladdin or Institution deviates from actual enrollment. If the results from the audit prove any final enrollment counts are higher than the counts provided by Aladdin/Institution, Subcontractor shall

invoice Aladdin for the additional charges. If the results from the audit prove any final enrollment counts are lower than the counts provided by Aladdin/Institution, BNC shall provide a credit to Aladdin. At no time during an audit shall either party fail to perform their agreed upon services or responsibilities, including payment on outstanding invoices, with regard to the Complete Program.

- t) Permission to Subcontractor to be the exclusive retail (e-commerce) entity to either place a link on the LMS or accept sales directly from Institution students and/or as part of a course charge through the LMS and (ii) prohibition of all third parties, including but not limited to publishers and sellers of textbooks and course materials, from placing direct links within the LMS or soliciting sales directly from Institution students and faculty through the LMS. In the event any such third parties place a link on the LMS permitting direct sales of textbooks or course materials to Institution students, Institution shall remove and disable such links and retail functionality.
- u) Exclusivity to Subcontractor as retail "on-campus" and Internet provider of items typically sold in college bookstores or distributed on campus, such as books in addition to those described in subsection (a) above, educational supplies, technology supplies, student study aids, tools, and solutions, notebooks, stationery, desk and room accessories, gift items, Subcontractor and third-party gift cards, class and alumni rings and jewelry, and clothing, including any and all such items bearing an Institution emblem, logo, insignia or other identifying mark. The Subcontractor bookstore also shall be the exclusive entity for the rental and/or sale of graduation caps and gowns and commencement invitations.
- v) If Institution relocates or downsizes all or any part of the Bookstore or Bookstore operations, Institution will provide Aladdin with at least seven (7) months' advance written notice of the relocation or scheduled downsize of the current Bookstore location to properly manage transitioning of the facility and business and will reimburse Aladdin, for Subcontractor's cost of the relocation

## 5. Term of SOW

This SOW shall commence on the date it is fully executed by all parties and remain in effect through June 30, 2030, unless otherwise terminated in accordance with Section 8 of this SOW. Thereafter, and if the MCA is extended beyond its initial term, the SOW shall automatically renew for successive periods of one (1) year, unless notice is provided by CSU Pueblo at least seven (7) months prior to expiration, of its intent not to renew this SOW. Should this Agreement terminate before June 30, 2030, then CSU Pueblo shall pay to Aladdin for reimbursement of Subcontractor's capital investment, up to \$130,000 for any amount of the investment not yet depreciated.

## 6. Compensation and Payment Terms

Services as defined in Section 3 (a) above performed by Subcontractor shall be billed back by Aladdin to CSU Pueblo on a pass-through basis with no markup. Billing and payment terms shall be in accordance with the terms of the Proposal.



CSU Pueblo will receive 2.5% commission of all gross course material sales per Section 3 (a) above, to include both the \$23.00 per credit hour fee and the sales of all course materials for students who opt out. In addition, CSU Pueblo will receive 5.05% commission of all gross sales of general merchandise as defined within the Proposal. Commissions received from Subcontractor by Aladdin will be remitted to CSU Pueblo within 30 days of receipt from Subcontractor. Aladdin will invoice Subcontractor monthly.

## **7. Reporting and Communication**

Aladdin shall require Subcontractor to:

- Submit monthly service reports and metrics to Aladdin management
- Participate in scheduled review meetings
- Maintain open lines of communication with both Aladdin and CSU Pueblo liaisons

## **8. Termination**

This SOW may be terminated by either party with 60 days' written notice; provided, however, that if the underlying agreement between Aladdin and Subcontractor requires longer notice for termination, then such longer notice period shall apply to this SOW. Additionally, this SOW will automatically terminate upon expiration or termination of the MCA. CSU Pueblo shall remain responsible for payment to Aladdin for all services rendered and financial obligations incurred in connection with Subcontractor through termination date.

## **9. Amendments**

Any modifications or amendments to this Scope of Work must be made in writing and signed by all parties.

## **10. PRIVACY OF INFORMATION.**

To the extent that Aladdin and/or its subcontractors receive any personally identifiable student information, including, but not limited to, Education Records protected under with the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. 1232 and its implementing regulations in 34 CFR Part 99, as well as all other applicable privacy laws with respect to such information. The Parties acknowledge that a student's course schedule is an Education Record. Aladdin represents, warrants, and agrees that it will:

(1) hold the protected information in strict confidence and will not use or disclose the information except as (a) permitted or required by this Scope of Work in order to perform the services hereunder; (b) required by law, or (c) otherwise authorized by CSU Pueblo in writing;

(2) Safeguard the information according to commercially reasonable administrative, physical and technical standards that are no less rigorous than the standards by which Aladdin protects its own confidential information; and

(3) Continually monitor its operations and take any action necessary to assure that the information is safeguarded in accordance with the applicable privacy laws. These

measures will be extended by contract to all subcontractors used by Aladdin. At the request of CSU Pueblo, Aladdin agrees to provide the University with a written summary of the procedures it uses to safeguard private information.

Upon termination, cancellation, expiration or other conclusion of this Scope of Work, Aladdin shall return all protected information to the University within thirty (30) days or, if return is not feasible, destroy any and all protected records. Twenty (20) days before destruction of any protected information, Aladdin will provide the University with written notice of its intent to destroy the records. Within seven (7) days after destruction, Aladdin will confirm to the University in writing the destruction of such records.

#### **11. Records and Audit.**

Aladdin shall make, keep and maintain a complete file of all records, communications and documents pertaining in any manner to its performance under this Scope of Work. Aladdin shall maintain such records for a period of at least three (3) years until the last to occur of: (i) the date this SOW expires or is sooner terminated, (ii) final payment is made hereunder, (iii) the resolution of any pending contract matters, or (iv) if an audit is occurring, or Aladdin has received notice that an audit is pending, until such audit has been completed and its findings have been resolved. Aladdin shall permit the University and any duly authorized agent of the University, or the state auditor, to audit and inspect such records during such period to assure compliance with the terms hereof or to evaluate performance hereunder. Aladdin shall include similar requirements in its subcontractor agreement(s).

#### **12. Facility Use Agreement.**

In order to perform its obligations under this SOW, Aladdin agrees to execute, and/or to require its subcontractor to execute, a Facility Use Agreement licensing the subcontractor to occupy and use the CSU Pueblo Bookstore space and common areas within the building in which it is located.

#### **13. State Classified Employee(s).**

Aladdin acknowledges that CSU Pueblo has or may have one or more employees in the CSU Pueblo Bookstore who are classified as state personnel within the state of Colorado's personnel system, C.R.S. §§ 24-50-101, et seq ("state classified employees"). At the time of execution of this SOW, CSU Pueblo represents that it employs one such individual working in the Bookstore. Aladdin agrees that under this SOW and its subcontract, CSU Pueblo will retain such employee(s) in their current job, with a reporting line to CSU Pueblo and a secondary reporting line to Aladdin, and that Aladdin and/or its subcontractor will participate in the performance management and evaluation of such employee(s). Aladdin and the subcontractor agree to respect all rights of such employee(s) pursuant to the state personnel laws, rules and regulations. Aladdin agrees to provide to CSU Pueblo \$40,000 annually or \$3333.33 monthly as contribution to this employee's salary.

#### 14. CSU Pueblo Intellectual Property.

The Parties acknowledge and agree that CSU Pueblo is the sole owner of its intellectual property, including, but not limited to, its logos, trademarks, graphic images and branding. Nothing in this SOW shall be construed as conveying CSU Pueblo's intellectual property rights or allowing the use of such intellectual property other than in furtherance of the work identified in this SOW. Aladdin and its subcontractor shall have a non-exclusive, limited license to use such intellectual property to market and promote the Bookstore, sell CSU Pueblo branded apparel and other items, and perform their obligations under this SOW. CSU Pueblo's branding guidelines must be followed in all such uses. All marketing materials, promotional materials, signs, reproductions, and other uses of CSU Pueblo's intellectual property must be approved in advance by the University.

#### University Policy on Safety.

CSU Pueblo reserves the right to remove and restrict anyone from the CSU Pueblo campus that is a threat to the safety and security of the campus and anyone who violates any CSU Pueblo, CSU Board of Governors, or CSU System Policy.

#### Accepted and Agreed:

For Aladdin Food Management Services, LLC:

Name: Travis Young

Title: Senior President of operations

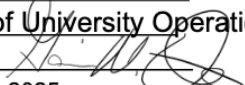
Signature: 

Date: 5/31/2025

For **Board of Governors of the Colorado State University System, acting by and through Colorado State University Pueblo**

Name: Garrison M. Ortiz

Title: VP of University Operations/CFO

Signature: 

Date: 06.02.2025



**LEGAL REVIEW**

Philip J. Weiser, Attorney General

By: *Johnna Doyle*  
Johnna Doyle  
Deputy General Counsel/Special Assistant Attorney General

**ALL EXPENDITURE CONTRACTS REQUIRE APPROVAL BY THE UNIVERSITY CONTROLLER**

**C.R.S. § 24-30-202 and University policy require the University Controller to approve all expenditure contracts. This Contract is not valid until signed and dated below by the University Controller or delegate. Contractor is not authorized to begin performance until such time. If Contractor begins performing prior thereto, the University is not obligated to pay Contractor for such performance or for any goods and/or services provided hereunder.**









JP

**COLORADO STATE UNIVERSITY PUEBLO CONTROLLER**

By: *Juanita Pena*  
Juanita Pena (Jun 6, 2025 11:22 MDT)  
Date: Jun 6, 2025

Created:	2025-06-05
By:	Kat Hund (kathleenhund1@gmail.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA34JABYNW3F10WdGj02EwrEA1Ay-s2mBS

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