

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

---

## 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 "University") (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 GlobalConnect 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: Vending (machines)
- Proposed Subcontractor: USConnect
- Service Description:

3.1 **Vending Services.** Subcontractor shall be the exclusive operator of Vending Services on or from CSU Pueblo's campus locations. "Vending Services" shall mean the operation of automatic vending machines to sell food, beverages, confections, goods, merchandise and other authorized products and/or the operation of self-service check out kiosks, coolers and racking for fresh food products. The Vending Services shall be managed in compliance with CSU Pueblo's security protocols.

3.2 **Standard Hours.** Subcontractor shall stock the machines, or shall cause the machines to be stocked, with a variety of foods of high quality, to be available at such times and on such days as mutually agreed to with Aladdin.

3.3 **Prices.** The selling prices to be charged for food and other products associated with Vending Services shall be reasonable and competitive with prices charged

in comparable establishments in the geographic area of the premises for comparable products, similarly prepared and of like quality and portion. Subcontractor's local affiliate Peak will integrate with the campus Point of Sale ("POS") system, Atrium, to allow for acceptance of student ID cards for payment as well as credit and debit cards. The POS system maintains compliance with applicable PCIDSS standards.

#### 4. Facilities & Maintenance

4.1 **Service Connections and Utilities.** CSU Pueblo shall provide, at no cost to Aladdin or Subcontractor, all utility lines needed for the proper operation of the vending machines to the location of each machine. The utility lines (with all proper hardware) are to be ready for connection to the vending machines; however, the actual connection of the machines to the utility lines shall be made by Subcontractor. CSU Pueblo shall permit interruption of such Vending Services only in cases of emergency or for any routine maintenance purposes and shall promptly notify Subcontractor of any substantial interruption. Subcontractor shall, at its cost, provide energy efficient equipment where applicable.

4.2 **Sanitation.** Subcontractor shall be responsible for and ensure the cleanliness and sanitation of vending machines.

4.3 **Maintenance and Repair Of Machines.** Subcontractor shall maintain and keep the machines in good working order and condition during the Term of this Agreement. CSU Pueblo and Aladdin shall permit only authorized Subcontractor personnel to change, remove or tamper in any way with the machines. CSU Pueblo shall promptly report to Aladdin any functional failure of any machines or any other conditions that might affect operation thereof. Subcontractor shall promptly respond to any Aladdin requests to repair or replace any functional failure or interruption of operation. Subcontractor shall be liable for any damages to CSU Pueblo premises or to any individuals directly or indirectly caused by the acts or omissions of its employees, personnel, or agents in providing the Vending Services.

#### 5. Financial Arrangements

5.1 **Profit and Loss.** Subcontractor shall retain all cash receipts and pay all operating expenses incurred in the operation of the Vending Services. All profits and losses shall be for Subcontractor's account to which Aladdin shall have real-time viewing access.

5.2 **Commission.** Aladdin will pay to CSU Pueblo a commission of 5% on gross sales from Subcontractor's Vending Services. Commissions received from Subcontractor by Aladdin will be remitted to CSU Pueblo within 30 days of receipt from Subcontractor.

5.3 **Relocation or Closure of Client Location(s).** In the event CSU Pueblo



requests relocation of Vending Services to a new location due to the closure of a current location as set forth or Vending Services are no longer necessary at such location at any time for any reason, Subcontractor shall relocate, or remove, as appropriate, all vending operations, machines, kiosks, office coffee supplies and other equipment to the new location as directed by Aladdin at no additional cost or penalty to Aladdin or CSU Pueblo.

## 6. Compliance and Insurance

6.1 **Compliance with Law.** Subcontractor shall comply with the laws, ordinances, rules and regulations of all applicable federal, state, county and city governments, bureaus and departments concerning the sanitation, safety and health of the Vending Services, and shall procure and maintain all necessary licenses and permits. CSU Pueblo shall cooperate as reasonably necessary with Subcontractor's compliance and procurement efforts.

6.2 **s.** Subcontractor shall indemnify, save, and hold harmless CSU Pueblo and their employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees and related costs, incurred as a result of any act or omission by Subcontractor, or its employees, agents, subcontractors, or assignees pursuant to the terms of this Contract.

6.3 **Comprehensive or Commercial Insurance.** Aladdin's contract with Subcontractor shall require Subcontractor to obtain and keep in force during the term of this Agreement, (1) Comprehensive or Commercial General Bodily Injury and Property Damage Liability Insurance with a Combined Single Limit of not less than One Million Dollars (\$1,000,000.00) per occurrence including but not limited to Personal Injury Liability, Blanket Contractual Liability and Products Liability, (2) Worker's Compensation coverage with statutory limits, as required by law and Employer's Liability at minimum of \$500,000.00 covering only the operations and activities of Subcontractor under this Agreement and shall promptly provide Client with a certificate evidencing such policies upon execution of this Agreement. The insurance policy shall not be cancelled unless thirty (30) days prior written notice of cancellation is given to Aladdin. Aladdin and CSU Pueblo shall be named as additional insureds under Subcontractor's policies of insurance.

6.4 **Auto Liability Insurance.** Aladdin's contract with Subcontractor shall require Subcontractor to obtain and keep in force during the term of this Agreement Commercial automobile liability insurance with a combined single limit of \$1,000,000 covering all owned, hired, and non-owned vehicles used in the performance of this Agreement and shall promptly provide Client with a certificate evidencing such policies upon execution of this Agreement. The insurance policy shall not be cancelled unless thirty (30) days prior written notice of cancellation is given to Aladdin.

## 7. 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 this SOW. Thereafter, and if the MCA is extended beyond its initial term, the SOW shall automatically renew on a month-to-month basis, unless notice is provided by CSU Pueblo at least two (2) months prior to expiration, of its intent not to renew this SOW. Should this Agreement terminate before Scope of Work for CSU Pueblo Vending Services

June 30, 2030, then CSU Pueblo shall pay to Aladdin for reimbursement of the unamortized portion of any mutually agreed upon capital investment made by Subcontractor.

## **8. Termination**

This SOW may be terminated by either party with 90 days' written notice. 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 spaces in which Vending Services are located.

## **13. 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.

## **14. Accessibility.**

Aladdin and Subcontractor shall comply with, and the equipment, software and services provided under this SOW shall be in compliance with all applicable provisions of §§ 24-85-101, et seq., C.R.S., and the Accessibility Standards for Individuals with a Disability, pursuant to Section § 24-85-103(2.5), C.R.S. Aladdin and Subcontractor shall also comply with all State of Colorado technology standards related to technology accessibility and with Level AA of the most current version of the Web Content Accessibility Guidelines (WCAG), incorporated in the State of Colorado technology standards and shall indemnify, save, and hold harmless the Board of Governors of the Colorado State University System, CSU Pueblo and their employees and agents (Indemnified Parties) from and against any and all costs, expenses, claims, damages, liabilities, court awards and other amounts (including attorneys' fees and related costs) incurred by any of the Indemnified Parties in relation to Aladdin's or Subcontractor's failure to comply with §§ 24-85-101, et seq., C.R.S., or the Accessibility Standards for Individuals with a Disability pursuant to Section § 24-85-103(2.5), C.R.S. The University may require Aladdin's and Subcontractor's compliance with the Accessibility Standards to be determined by a third party selected by the University.

## **15. Obligation to Pass Through SOW Provisions to Subcontractor.**

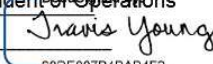
Aladdin agrees to include all requirements and obligations set forth in this SOW in its contract with Subcontractor.

## Accepted and Agreed:

For Aladdin Food Management Services, LLC:

Name: Travis Young

Title: Senior President of Operations

Signature: 

Date: 8/19/2025

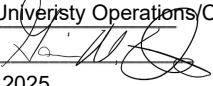
68DE807B4BAB4F2...

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

Colorado State University Pueblo

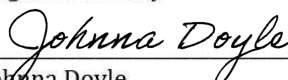
Name: Garrison M. Ortiz

Title: VP of University Operations/Chief Financial Officer

Signature: 

Date: 08.20.2025

Legal Sufficiency



Johnna Doyle

Deputy General Counsel

 08/21/2023  
Juanita Pena Date  
Controller