



Choice Partners Cooperative 2025-2026 PARTICIPATION AGREEMENT

[School District Name/Entity], commits to participating in the below selected Food/Cafeteria-Related Contracts with Choice Partners Cooperative for the **2025-2026 school year**.

1. Choice Partners (CP) is a cooperative purchasing organization under Harris County Department of Education (HCDE), a governmental entity and county school district.
2. Choice Partners (CP) formally procures these RFPs on behalf of all participating Co-op members.
3. CP contracts may only be used by governmental entities and/or nonprofit organizations that are CP members.
4. CP may allow for the addition of new members depending upon if this addition would cause a material change (as the term is defined by TDA/USDA rules and regulations) to the original contract.
5. CP contracts are awarded by the HCDE (Harris County Dept of Ed) governing board of trustees.
6. All Procurement has been and will be conducted according to EDGAR/2 CFR 200/Uniform Guidance, TDA and USDA regulations.
7. All Co-op members have access to our website (www.choicepartners.org). The CP website contains all documentation demonstrating CP's compliance with applicable laws, rules, and regulations, including, but not limited to, pricing/order guides, child nutrition labels, and due diligence files for Procurement Reviews and/or Annual Reviews (which include copies of the RFP, vendors' proposals, CP's independent estimate and cost price analysis, EDGAR certifications, etc.) administered by TDA.
8. Finalized documents are posted to the CP website and are available to members upon login.
9. There is no charge to members to join CP and no charge to members to use CP contracts.
10. The total cost of the HCDE/CP cooperative program is funded through the HCDE/CP Administrative Fees paid to HCDE/CP by awarded Vendors. Each RFP states the following: the HCDE/CP Fee must not be charged to CP members; the HCDE/CP Administrative Fee is expressly separate from and is not a part of the pricing paid by CP members; the HCDE/CP Administrative Fee is paid exclusively by the awarded Vendors and must not be passed on or charged to CP members by the Vendor; all pricing from any contract awarded pursuant to the RFP is fixed pricing; no pricing structure that charges the cost of the product or service plus a percentage of cost is allowed; and all rebates, discounts, and other applicable credits from awarded Vendors shall accrue exclusively to CP members. The HCDE/CP Administrative Fees are collected monthly (and in some instances, quarterly) from awarded Vendors and are used to cover administrative costs of the HCDE/CP cooperative program, including, but not limited to, costs associated with purchasing on behalf of CP members, trainings, providing required documentation, legal fees, and the like. CP operates a rebate program, CHOICE CASH, that provides CP members the opportunity to receive rebates across all awarded CP contracts. HCDE/CP annually provides documentation to each entity of its rebate(s); applicable federal laws and regulations, including, without limitation, Texas Department of Agriculture rules, may require that your entity classify an appropriate portion of the rebate funds to the pertinent departments/budgets. HCDE/CP does not collect any HCDE/CP Administrative Fee for USDA Foods; CP does not collect any credits, rebates, or discounts of USDA Foods.
11. Each CP member is required to complete this **Participation Agreement** if they wish to purchase from any of these bids during the agreement timeline.

By committing to participate with Choice Partners Co-op, I understand and agree to the following:

(Please acknowledge by checking each box)

- ☐ My school/district/entity must have a signed Interlocal Agreement with HCDE/Choice Partners Cooperative.
- ☐ My school/district/entity's historical purchases and estimated quantities for the upcoming year will be used in CP's procurement and contract renewal process and my exit from this contract before the committed agreement time period (12 months) could result in a "material change" of the original bid.
- ☐ I am authorized to enter into this agreement on behalf of the above-listed school/district/entity.
- ☐ I have also read, understand, and agree to the roles and responsibilities detailed below:



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Choice Partners Cooperative's Roles and Responsibilities:

- Provide for the organizational and administrative structure of the cooperative purchasing program.
- Provide training and ongoing technical assistance as needed for all CP members.
- Receive quantity estimates from CP members & current awarded vendors and prepare appropriate quantity totals by items.
- Conduct competitive procurements and administer contracts, including renewals, and implement procurement activities in compliance with applicable state and federal procurement guidelines, including, without limitation, conducting an independent estimate and cost/price analysis for each procurement/contract.
- Send RFP invitations to all vendors and/or brokers, when applicable.
- Negotiate pricing and award contracts to responsive vendors.
- Maintain CP website with up-to-date information and documentation for CP members' review.
- Collect HCDE/CP Administrative Fees from awarded Vendors and use the Fees to cover administrative costs of the HCDE/CP cooperative program,
- Operate a rebate program, CHOICE CASH, that provides CP members the opportunity to receive rebates across all awarded CP contracts and annually distribute rebates to participating CP members.
- Host an annual nutrition and product expo for members and select students to attend.
- Undertake applicable roles and responsibilities imposed on cooperatives as outlined by TDA.

School/District/Other Entity roles and responsibilities:

- Ensure they have a signed, valid Interlocal Agreement/Participation Agreement on file with HCDE/CP.
- Timely provide CP with forecasting for all CP purchases desired for SY25-26, as requested by assessing the following factors: past purchases, current prices and trends, student enrollment (current and projected), student average participation (current and projected), future campus realignment including new schools, available and future product storage, velocity reports, planned changes specific to products, and established schedule of purchasing.
- Maintain confidentiality of information discussed at bid evaluation/procurement meetings.
- Manage the contract(s) by ensuring that the awarded vendors perform in accordance with the terms and conditions, and specifications and/or technical requirements of their contracts and/or purchase orders.
- All members are responsible for ensuring the cooperative operates in accordance with USDA Procurement standards. Individual members will not use Child Nutrition Program funds to pay invoices for goods or services that were improperly procured.
- Accept shipments of products ordered from vendors in accordance with standard purchasing procedures.
- Communicate regularly with CP staff to submit requests, report discrepancies, and respond to all related email correspondences in a reasonable timeframe.
- Utilize purchased product in a timely manner; give plenty of notice to vendors when menu changes have been made.
- Submit the appropriate documentation to CP for approval when new items are being requested to be added to a particular bid.
- Pay vendor(s) within an acceptable time frame for all goods and services, in accordance with applicable law.

****PLEASE SELECT FROM THE FOLLOWING OPTIONS WHICH CONTRACTS YOU
PLAN ON UTILIZING FOR THE UPCOMING SCHOOL YEAR:**



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RFP	CURRENT AWARDED VENDORS	PLEASE CHECK WHICH CP CONTRACTS YOU WILL BE UTILIZING FOR SY 25-26?
APPAREL AND FOOTWEAR FOR FOOD SERVICE 24/044TP	SHOES FOR CREWS	
	SR MAX	
	THE HAPPY CHEF	
FOOD EQUIPMENT, SMALL WARES, PARTS, REPAIR,... 23/038TP	ACE MART RESTAURANT SUPPLY	
	AMERICAN VENDING SALES	
	BUDGET RESTAURANT SUPPLY	
	COMMERCIAL KITCHENS PARTS & SERVICE	
	COOLERS INC.	
	INNOSEAL SYSTEMS	
	TRI-MARK	
	JEAN'S RESTAURANT SUPPLY	
	LIBERTY OFFICE PRODUCTS	
	MISSION RESTAURANT SUPPLY	
	PARTS TOWN	
	PASCO BROKERAGE	
	SHEPHERD FOOD EQUIPMENT	
FROZEN & CHILLED BEVERAGES 24/041AK	FREEZIN POINT/FRAZIL (FKA TRIDENT BEVERAGE)	
COMMERCIAL FOOD DISTRIBUTOR 24/031TP	GORDON FOOD SERVICE	
	LABATT FOOD SERVICE	



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TECHNOLOGY & OTHER RELATED SERVICES AND PRODUCTS 23/004LS	DESCON SIGNAGE SOLUTIONS	
	EMS LINQ (Meals Plus and ISite)	
	HEALTH-E MEAL PLANNER PRO	
	HEARTLAND SCHOOL	
	PCS REVENUE CONTROL SYSTEMS	
	PRIMEROEDGE	
	TABLETKIOSK	
	TEKVISIONS INC	
CAFETERIA TRADES 23/019TP	PALMER HAMILTON	
	RADIUS DESIGN WORKS	
	THE EDU-SOURCE CORP.	
CHEMICAL PRODUCTS & SERVICES 22/037TP	ARMSTRONG REPAIR CENTER	
	AUTO-CHLOR SERVICES, LLC	
	ECOLAB INC.	
	SEATEX LLC	
	SFSPAC FOOD SAFETY & SANITATION	
DIRECT DELIVERY OF SNACKS & BEVERAGES 22/040LS	MASTERS DISTRIBUTION	
RESTAURANT BRANDED FOOD DELIVERY 22/039LS	MAC PIZZA MGMT.	
	DOMINO'S INC.	



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FROZEN DESSERT PRODUCTS 23/037TP-01	SOUTHERN ICE CREAM	
PRODUCE & OTHER SPECIALTY PRODUCT 23/030TP	BROTHERS FOODSERVICE	
	BROTHERS PRODUCE	
	HARDIES FRESH FOODS	
SMALL WARES, PREVENTATIVE MAINTENANCE, & REPAIRS FOR FOOD SERVICE 24/027AK	1ST CHOICE RESTAURANT EQUIPMENT	
	ACE MART RESTAURANT SUPPLY CO	
	ARNOLD REFRIGERATION	
	A-TEX RESTAURANT SUPPLY	
	COMMERCIAL KITCHEN PARTS & SERVICE	
	HOBART SERVICE	
	KOMMERICAL KITCHENS	
	LIBERTY OFFICE PRODUCTS	
	PASCO BROKERAGE	
	TRIMARK STRATEGIC	
BOTTLE DRINKING WATER, COOLERS & OTHER BEVERAGE RELATED PRODUCTS 25/020AK	BLUE TRITON BRANDS	
	MASTERS DISTRIBUTION	
NEW - COFFEE, TEA AND RELATED GOODS AND SERVICES 25/024AK	COMPASS GROUP/CANTEEN	
DAIRY AND OTHER RELATED PRODUCTS 25/023TP	NEW - CLEARBROOK FARMS	
	HILAND DAIRY	
ICE CREAM PRODUCTS 25/027AK	LA COSTENITA DISTRIBUIDOR	
	YUMI ICEA CREAM	



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SITE BASED PIZZA PROGRAM 25/037AK	SMART MOUTH PIZZA	
NEW - WIRELESS TEMPERATURE MONITORING SYSTEM 25/029TP	NEW - ITD FOOD SAFETY	
	NEW - SHIPCOM FEDERAL SOLUTIONS	
	SMARTSENSE BY DIGI INTERNATIONAL	
	NEW - TALOSYS INC.	

This Participation Agreement and the School/District/Entity's Interlocal Agreement constitute the entire agreement of the parties regarding the subject matter hereof; notwithstanding any provision in the School/District/Entity's Interlocal Agreement to the contrary, in the event of a conflict between the terms of this Participation Agreement and the School/District/Entity's Interlocal Agreement, the terms of the School/District/Entity's Interlocal Agreement shall prevail.

Primary Contact's Name

Title

Email Address

Phone Number

Signature Authorized Representative

Today's Date

Secondary Contact's Name

Title

Email Address

Phone Number

County

CE ID#
(if applicable)

ESC Region
(if applicable)

2024-2025 Enrollment
(if applicable)

Mailing Address _____

City, State, Zip _____

****Return completed form to:**
Choice Partners - Trisha Prestigiacomo
Trisha@ChoicePartners.org