



Brownsville Independent School District

Agenda Category: General Function Board of Education Meeting: 08/04/2026

Item Title: Resolution No. 010/26-27 Harris County X Action
Department of Education Cooperative Information
Programs Discussion

BACKGROUND:

Administration is requesting approval of Resolution No. 010/26-27 to participate in the purchasing programs of the Harris County Department of Education Cooperative Programs for fiscal year 2026-2027. Participation in this purchasing program facilitates the benefit of volume purchasing that result in anticipated savings to the district. This resolution will include FNS Department to purchase all categories of goods and services and other awarded contracts necessary for the operation of the FNS Department. See attached participation agreement. (No fees are assessed by this cooperative)

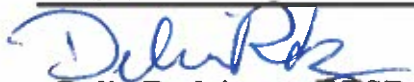
Amount expended for the previous 12 months: Fees - \$0.00, Annual Transactions - \$2,376,879.89.

FISCAL IMPLICATIONS:

Estimated Contract Usage as per current market trends and future FNS transactions from Local and Categorical Funds.

RECOMMENDATION:

Recommend approval of Resolution No. 010/26-27 for the Brownsville Independent School District to participate in the described purchasing programs of the Harris County Department of Education Cooperative Programs for fiscal year 2026-2027.


Delia Rodriguez, RTSBA, CTCD

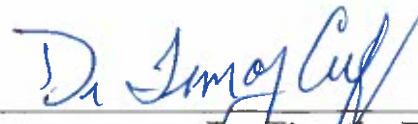
Submitted by: Procurement Services Director

Approved for Submission to Board of Education:

/
Recommended by: Asst. Supt./Exec. Dir.


Rosario Peña, RTSBA

Approved by: Assistant Superintendent Administration and Finance


Dr. Timothy E. Cuff
Superintendent

When Necessary, Additional Background May Follow This.

RESOLUTION NO. 010/26-27
AUGUST 04, 2026

TO THE HARRIS COUNTY DEPARTMENT OF EDUCATION COOPERATIVE PROGRAMS

WHEREAS, the Brownsville Independent School District, pursuant to the authority granted by Article 4413 (32c) Interlocal Cooperation Act as amended, desires to participate in the described purchasing programs of the Harris County Department of Education Cooperative Programs

WHEREAS, the Brownsville Independent School District is of the opinion that participation in these programs will be highly beneficial to the taxpayers of this district through the anticipated savings to be realized.

NOW, THEREFORE BE IT RESOLVED, that the Brownsville Independent School District does request that the Harris County Department of Education Cooperative Programs program include its stated need for the purchase of all products and services available and whereby, the Brownsville Independent School District may be allowed to purchase those items from the annual contract; and that Delia Rodriguez, Director for Procurement Services is authorized and directed to sign and deliver therewith for and on behalf of the Brownsville Independent School District.

CARLOS ELIZONDO
BOARD PRESIDENT

DR. TIMOTHY E. CUFF
SUPERINTENDENT

I certify that the foregoing is true and correct of the resolution duly adopted by the Brownsville Independent School District Board of Trustees this the 4th day of August, 2026, and that the same now appears on records in my office.

MINERVA M. PENA
BOARD SECRETARY

In witness thereof, I have here unto set my hand and affixed by official seal this 4th day of August, 2026.

THE STATE OF TEXAS
COUNTY OF CAMERON

Sworn to and subscribed before me on the 4th day of August, 2026.

Notary Public Signature



Choice Partners Cooperative 2026-2027 PARTICIPATION AGREEMENT

Brownsville ISD

(School District Name/Entity), commits to participating in the below selected Food/Cafeteria-Related Contracts with Choice Partners Cooperative for the **2026-2027 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 whether 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:



Choice Partners Cooperative 2026-2027 PARTICIPATION AGREEMENT

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 CA\$H, 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 SY26-27, 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 correspondence in a reasonable timeframe.
- Utilize purchased products 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 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:**



Choice Partners Cooperative 2026-2027 PARTICIPATION AGREEMENT

RFP	CURRENT AWARDED VENDORS	PLEASE CHECK WHICH CP CONTRACTS YOU WILL BE UTILIZING FOR SY 26-27?
APPAREL AND FOOTWEAR FOR FOOD SERVICE 24/044TP	SHOES FOR CREWS	☐
	SR MAX	☐
	THE HAPPY CHEF	☐
BOTTLED DRINKING WATER, COOLERS & OTHER BEVERAGE RELATED PRODUCTS 25/020AK	BLUE TRITON BRANDS	☐
	THE MASTERS DISTRIBUTION SYSTEMS	☐
CAFETERIA TRADES 23/019TP	RADIUS DESIGN WORKS	☐
	THE EDU SOURCE CORP.	☒
CHEMICAL PRODUCTS AND SERVICES 22/037TP	ARMSTRONG REPAIR CENTER	☐
	AUTO-CHLOR SERVICES	☐
	ECOLAB INC.	☐
	SEATEX LLC	☐
	SFSPAC FOOD SAFETY & SANITATION	☐
COFFEE, TEA, AND RELATED GOODS AND SERVICES 25/024AK	COMPASS GROUP USA (CANTEEN DIVISION)	☐
COMMERCIAL FOOD DISTRIBUTOR 24/031TP - Please only choose 1 Distributor	GORDON FOOD SERVICE	☐
	LABATT FOOD SERVICE	☒
DAIRY & OTHER RELATED PRODUCTS 25/023TP	CLEARBROOK FARMS (full or 1/2 truckload quantities)	☐
	HILAND DAIRY	☒
DIRECT DELIVERY OF SNACKS AND BEVERAGES 22/040LS	THE MASTERS DISTRIBUTION SYSTEMS COMPANY	☐



Choice Partners Cooperative

2026-2027 PARTICIPATION AGREEMENT

FOOD EQUIPMENT, SMALL WARES, PARTS, REPAIR, INSTALLATION, MAINTENANCE, AND RELATED ITEMS AND SERVICE 23/038TP	ACE MART RESTAURANT SUPPLY	☒
	AMERICAN VENDING SALES	☐
	BUDGET RESTAURANT SUPPLY	☐
	COMMERCIAL KITCHENS PARTS & SERVICE	☒
	COOLERS INC.	☐
	INNOSEAL SYSTEMS	☐
	JEAN'S RESTAURANT SUPPLY	☒
	LIBERTY OFFICE PRODUCTS	☐
	MISSION RESTAURANT SUPPLY	☒
	PARTS TOWN	☒
	PASCO BROKERAGE	☒
	SHEPHERD FOOD EQUIPMENT	☐
	TRIMARK	☐
FROZEN & CHILLED BEVERAGES 24/041AK	FREEZIN POINT/FRAZIL	☐
HYDROPONIC FARM 25/040AK	FORK FARMS	☒
	GARDYN, INC.	☒
	ZIPGROW INC.	☒
ICE CREAM PRODUCTS 25/027AK	LA COSTENITA DISTRIBUIDOR	☐
	YUMI ICE CREAM	☐
	SOUTHERN ICE CREAM (RFP#23/037TP)	☐
PRODUCE & OTHER SPECIALTY PRODUCTS 23/030TP – This is NOT for DoD Please only choose 1 Produce Vendor	BROTHERS FOOD SERVICE	☐
	BROTHERS PRODUCE	☐
	HARDIE'S FRESH FOODS	☐



Choice Partners Cooperative 2026-2027 PARTICIPATION AGREEMENT

RESTAURANT BRANDED FOOD DELIVERY 22/039LS	MAC PIZZA MANAGEMENT	☐
	DOMINO'S, INC	☐
SITE BASED PIZZA PROGRAM 25/037AK	SMART MOUTH FOODS	☐
SMALL WARES, PREVENTATIVE MAINTENANCE, & REPAIRS FOR FOOD SERVICE 24/027AK	ACE MART RESTAURANT SUPPLY	☒
	ARNOLD REFRIGERATION	☒
	COMMERCIAL KITCHEN PARTS & SERVICE	☒
	HOBART SERVICE	☒
	KOMMERICAL KITCHENS	☒
	PASCO BROKERAGE	☒
TECHNOLOGY & OTHER RELATED SERVICES AND PRODUCTS FOR NUTRITION SERVICES 23/004LS	DESCON SIGNAGE SOLUTIONS	☐
	EMS LINQ	☒
	HEALTH-E MEAL PLANNER PRO	☒
	HEARTLAND SCHOOL SOLUTIONS	☐
	PCS REVENUE CONTROL SYSTEMS	☐
	PRIMEROEDGE (CYBERSOFT)	☐
	TABLETKIOSK	☐
	TEKVISION INC	☐
VENDING MACHINES AND SERVICE FOR BEVERAGES AND SNACKS 24/007AK	COMPASS GROUP (CANTEEN)	☐
WIRELESS TEMPERATURE MONITORING SYSTEM 25/029TP	ITD FOOD SAFETY	☐
	SHIPCOM FEDERAL SOLUTIONS	☐
	SMARTSENSE BY DIGI INTERNATIONAL	☐
	TALOSYS INC.	☐



Choice Partners Cooperative 2026-2027 PARTICIPATION AGREEMENT

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.

Dr. Alda T. Benavides

Interim Superintendent

1. Primary Contact's Name

Title

atbenavides@bisd.us

956-698-0014

Email Address

Phone Number

Alda Benavides

06/15/2026

Signature Authorized Representative

Today's Date

2. Secondary Contact's Name

Title

Jackie Cruz FNS Director

956-698-0150

Email Address

Phone Number

jcruz2@bisd.us

Cameron

00151

1

34000

County

CE ID#

ESC Region

2025-2026 Enrollment

(if applicable)

(if applicable)

(if applicable)

Mailing Address 1900 East Price Road

City, State, Zip Brownsville, TX 78521

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



Choice Partners Cooperative Commodity Processing of USDA Foods 2026-2027 PARTICIPATION AGREEMENT

Brownsville I.S.D. (School District Name), commits to participating in the Commodity Processing Group with Choice Partners Cooperative and using the Choice Partners (CP) Renewal for Commodity Processing of USDA Foods RFP #24/022AK for the **2026-2027 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. CP will formally procure, via a Request for Proposals (RFP) Commodity Processing of USDA Foods on behalf of all participating CP 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, if eligible, so long as the addition would not cause a material change to the contract, as defined by TDA/USDA rules and regulations.
5. CP contracts are awarded by the HCDE Board of Trustees.
6. All procurements have been and will be conducted according to applicable EDGAR/2 CFR 200/Uniform Guidance, TDA, and USDA regulations.
7. CP members have access credentials to the CP website (www.choicepartners.org), which contains 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.).
8. There is no charge to members to join CP and no charge to use CP contracts.
9. The total cost of the HCDE/CP cooperative program is funded through the HCDE/CP Administrative Fees paid to HCDE/CP by vendors. The RFP for Commodity Processing of USDA Foods, however, does not charge an administrative participation fee; no fees/costs are collected by HCDE/CP for the RFP for Commodity Processing of USDA Foods. No fees, costs, credits, rebates, discounts, or USDA Food values are collected by HCDE/CP for the RFP for Commodity Processing of USDA Foods.
10. Each CP member is required to complete this **Commodity Processing Participation Agreement** if it desires to purchase from CP's RFP for Commodity Processing of USDA Foods contract for SY2026-2027.

By committing to participate in the Commodity Processing Group for CP's RFP for Commodity Processing of USDA Foods for the **2026-2027 school year**, I understand and agree to the following:

(Please acknowledge by checking each box)

- ☒ My school/district has a signed, valid Interlocal Agreement/Participation Agreement with HCDE/Choice Partners Cooperative.
- ☒ My school/district's historical purchases and estimated quantities for the upcoming year (SY2026-2027) will be used in CP's procurement or contract renewal process and the school/district's exit from this contract before the committed agreement time period (12 months) could result in a "material change" to the contract.
- ☒ I am authorized to enter into this Commodity Processing Participation Agreement on behalf of the above-listed school/district.
- ☒ I have read, understand and agree to the roles and responsibilities detailed below.

HCDE Choice Partners Cooperative's Roles and Responsibilities. HCDE/CP agree to make commercially reasonable best efforts to:

- Provide for the organizational and administrative structure of the cooperative purchasing program.
- Provide training and ongoing technical assistance as needed for all processing CP members.
- Receive quantity estimates from CP members and prepare appropriate quantity totals by item.
- Conduct competitive procurements and administer contracts, including renewals, and implement procurement activities in compliance with applicable state and federal procurement guidelines.
- Send RFP invitations or renewal notifications to all approved processors and/or brokers, as applicable.
- Negotiate pricing and award contracts/ renewals to approved processors.



Choice Partners Cooperative Commodity Processing of USDA Foods 2026-2027 PARTICIPATION AGREEMENT

- Provide for adequate distribution of NOI Commodity Processed products through the CP-awarded distributors (Gordon Food Service and/or Labatt) or through the purchasing CP member's distributor contract, as applicable.
- Carry out processing activities as instructed and/or required by TDA/USDA, as applicable, on behalf of CP members.
- Monitor USDA Foods inventory to assist CP members with using their inventory in a timely manner.
- Report to TDA/USDA issues and/or concerns with commodity processing.
- Maintain CP website with up-to-date information.
- Host an annual nutrition and product expo for CP members and their students.
- Undertake applicable roles and responsibilities imposed on third-party cooperatives as outlined by TDA for commodity processing of USDA foods.

School/District Roles and Responsibilities (some CP members utilize a FSMC, which would handle these responsibilities in place of the district):

- Ensure the school/district has a signed, valid Interlocal Agreement/Participation Agreement on file with HCDE/CP. The school/district should review the agreement annually to ensure the CP cooperative is functioning as written and to determine if any updates are needed.
- Timely provide CP with forecasting for all commodity items desired for SY26-27, 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 scheduled of purchasing.
- Maintain confidentiality of information discussed at procurement meetings.
- Complete orders in WBSCM for USDA Foods based on allocated entitlement.
- Track and manage USDA Food balances/inventory levels on a regular basis through processor tracking systems.
- Monitor contracts to ensure that the full credit for all USDA Foods values is received.
- Manage the contract by ensuring that the processors perform in accordance with the terms, conditions, and specifications and/or technical requirements of their contracts 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 correspondence in a reasonable timeframe.
- Utilize processing pounds in a timely manner; do not exceed the six-month inventory supply per TDA/USDA guidelines.
- Notify CP when a Distributor change has been made, as applicable.
- Obtain from the Distributor/vendor documentation to reflect all USDA Foods values for processed end products are applied to processing invoices.
- Pay vendor(s) within an acceptable time frame for all goods and services, in accordance with applicable law.
- Undertake all roles and responsibilities as outlined by TDA for commodity processing of USDA Foods.



**Choice Partners Cooperative
Commodity Processing of USDA Foods
2026-2027 PARTICIPATION AGREEMENT**

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

Alda Benanides
Contact Name

Alda Benanides
Signature Authorized Representative

albenanides@bisd.us
Contact Email

Interim Supt.
Title

5/22/26
Date

956-698-0014
Phone #

Mailing Address 1888 East Price Road

City, State, Zip Brownsville, TX 78521

****Return completed form to:**

Choice Partners - Trisha Prestigiacomo

Trisha@ChoicePartners.org