



## Choice Partners Cooperative 2026-2027 PARTICIPATION AGREEMENT

### Frisco 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](http://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 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:**



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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	<input type="checkbox"/>
	SR MAX	<input type="checkbox"/>
	THE HAPPY CHEF	<input type="checkbox"/>
BOTTLED DRINKING WATER, COOLERS & OTHER BEVERAGE RELATED PRODUCTS 25/020AK	BLUE TRITON BRANDS	<input checked="" type="checkbox"/>
	THE MASTERS DISTRIBUTION SYSTEMS	<input type="checkbox"/>
CAFETERIA TRADES 23/019TP	RADIUS DESIGN WORKS	<input type="checkbox"/>
	THE EDU SOURCE CORP.	<input type="checkbox"/>
CHEMICAL PRODUCTS AND SERVICES 22/037TP	ARMSTRONG REPAIR CENTER	<input type="checkbox"/>
	AUTO-CHLOR SERVICES	<input type="checkbox"/>
	ECOLAB INC.	<input type="checkbox"/>
	SEATEX LLC	<input type="checkbox"/>
	SFSPAC FOOD SAFETY & SANITATION	<input type="checkbox"/>
COFFEE, TEA, AND RELATED GOODS AND SERVICES 25/024AK	COMPASS GROUP USA (CANTEEN DIVISION)	<input type="checkbox"/>
COMMERCIAL FOOD DISTRIBUTOR 24/031TP - Please only choose 1 Distributor	GORDON FOOD SERVICE	<input type="checkbox"/>
	LABATT FOOD SERVICE	<input type="checkbox"/>
DAIRY & OTHER RELATED PRODUCTS 25/023TP	CLEARBROOK FARMS ( <i>full or 1/2 truckload quantities</i> )	<input type="checkbox"/>
	HILAND DAIRY	<input type="checkbox"/>
DIRECT DELIVERY OF SNACKS AND BEVERAGES 22/040LS	THE MASTERS DISTRIBUTION SYSTEMS COMPANY	<input type="checkbox"/>



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



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



## 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.

Lisa Jenkins Director of Child Nutrition  
**1. Primary Contact's Name** **Title**  
jenkinsl@friscoisd.org 469-633-6995  
**Email Address** **Phone Number**

\_\_\_\_\_  
**Signature Authorized Representative** **Today's Date**

Katherine Smith Coordinator of Nutrition  
**2. Secondary Contact's Name** **Title**  
smitkath@friscoisd.org 469-633-6994  
**Email Address** **Phone Number**

Collin 00199 10 63,112  
*County* *CE ID#* *ESC Region* *2025-2026 Enrollment*  
*(if applicable)* *(if applicable)* *(if applicable)*

Mailing Address 12050 Rolater Road

City, State, Zip Frisco, TX 75035

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