

May 15, 2026

To: All Potential Bidders

Re: Invitation for Bids, ALU LIKE, Inc. Catering Services

You are invited to submit a bid in accordance with the attached Invitation for Bids. ALU LIKE's federally funded nutrition program, Ke Ola Pono No Na Kupuna, will be starting a new 3-year funding period starting July 1, 2026. We are looking forward to working with caterers who are interested in providing delicious nutritious congregate and/or home delivered meals for Native Hawaiians age 60 and older.

Please submit your bid on the attached forms. A complete Bid Packet is comprised of the following:

- Invitation for Bids – Cover Sheet
- Specifications for Food Catering Service
- Contractor's Information Form
- Itemized Catering Bid Form
- Program Menu Requirements
- Special Provisions for Federally Funded Contracts
- Contractor's Certification Regarding Debarment
- Caterer's Mini- Report
- ALU LIKE, Inc. Holiday Schedule

We are looking forward to hearing from you. If you would like additional information please feel free to contact:

Leslie Tanoue at (808) 535-6725 or letanou@alulike.org or

Kori Gibson at (808) 535-1326 or kogibso@alulike.org

Mahalo for your interest,

Leslie Tanoue

Leslie Tanoue
Director, Elderly Services Department

ALU LIKE, Inc.

INVITATION FOR BIDS – COVER SHEET

1. DESCRIPTION OF SERVICES REQUIRED

A description of the services required is provided in the SPECIFICATIONS attached.

2. ELIGIBLE BIDDERS – MINIMUM REQUIREMENTS

To be eligible to submit a bid, the BIDDER must:

- a. be a corporation, partnership or sole proprietorship customarily engaged in providing the type of service required by this Invitation for Bids; and
- b. maintain comprehensive general liability insurance coverage in a combined amount of at least One Million Dollars (\$1,000,000) for bodily injury and property damage arising out of each occurrence.

3. BID REQUIREMENTS

The BIDDER is required to complete and submit, by the deadline below:

- a. written BID including any ATTACHMENTS required in the SPECIFICATIONS;
- b. Contractor's Information Form;
- c. Contractor's Certification Regarding Debarment Form; and
- d. Certificate of Insurance (for Comprehensive General Liability).

4. BID SUBMITTAL INFORMATION

- a. Deadline for Submittal of Bids. Bids must be received by 4:30 PM (HST) Monday, June 8, 2026. Bids may also be delivered directly to the address provided below no later than 4:30 PM, June 8, 2026.
- b. Submittal Mailing/Physical Address. Submit all required documents in a sealed envelope to:
ALU LIKE, Inc.
550 Paiea Street, Suite 226
Honolulu, HI 96819
Attention: Leslie Tanoue, Director, Kumu Kahi Dept.
- c. Electronic Submittal. Submit all required documents to both:
letanou@alulike.org and
kogibso@alulike.org with BID SUBMISSION in the subject line.

6. RECEIPT, OPENING, AND RECORDING OF BIDS

Any BIDS received after the due date and time for BID submittals shall be rejected and not considered for award.

BIDS will be opened and evaluated on Tuesday, June 9, at 10:30 AM.

The opening of the BIDs received through letanou@alulike.org and kogibso@alulike.org are not subject to public opening or inspection until after the evaluation has been completed and notice of award is complete.

6. EVALUATION CRITERIA

Each BID shall be evaluated and considered based on cost, ability to deliver meals, and all required paperwork is submitted and the bid is complete. The total number of points used to score the bid is 10. The scoring scale of 10 shall be applied using the following factors:

- a. Price – 5 points
- b. Ability to Deliver Meals – 4 points
- c. Required paperwork is submitted and packet is complete – 1 point

7. FOR MORE INFORMATION REGARDING THIS INVITATION FOR BID

Contacts: Leslie Tanoue
Kori Gibson

Telephone: (808) 535-6725
(808) 535-1326

SPECIFICATIONS FOR FOOD CATERING SERVICE

Background

ALU LIKE, Inc., through funding from the U.S. Department of Health and Human Services, Administration on Aging, operates a nutrition and supportive services program for Native Hawaiians age 60 years and older on most of the major Hawaiian islands. The mission of the program, named Ke Ola Pono No Nā Kūpuna (Good Health and Living for the Elderly), is to enrich and enhance the lives of Native Hawaiian elders age 60 and over by preserving and restoring their health, dignity, self respect, and cultural identity and promoting lifelong learning.

Objective

The Ke Ola Pono No Nā Kūpuna program, hereafter referred to as Ke Ola Pono, is currently seeking food caterers to prepare nutritious meals, featuring traditional native Hawaiian and contemporary food items, and to deliver these meals to designated meal sites and to individual residences located throughout O`ahu, Hawai`i, Maui, and Moloka`i. Ke Ola Pono may maintain any number of food caterers to serve one or more meal sites.

Description of Services Required

The food caterer, hereafter called Contractor, shall furnish all material, equipment, labor, and transportation to perform the work described herein:

1. The Contractor shall maintain food service standards and permits in accordance with the current State of Department of Health Sanitation Branch Hawaii Administrative Rules for Food Establishment Sanitation.
2. The Contractor shall prepare meals each business day based on a daily count of the required meals provided by Ke Ola Pono staff. No minimum number of meals per day shall be required by the Contractor.

Estimated average daily meal count information is provided to bidders for planning purposes only. ALU LIKE does not guarantee the attainment or maintenance of average daily meal counts stated below. The estimated average daily meal counts for the Big Island are as follows:

<u>Island</u>	<u>Est. Ave. Site Daily Meal Count</u>	<u>Est. Ave. Home Delivered Daily Meal Count</u>
Hawai`i -- Hilo (1-2 days/week)	20-35	0
Hawai`i -- Hilo area (5 days/week)	0	15-25
Hawai`i -- Pahoia (1 day/week)	35-45	0
Hawai`i -- Kona (2 days/month)	18-28	0

3. In some cases the Contractor may bid for all meals (site and home delivered), only site meals, only home delivered meals, or only meals in certain areas of the island. The Contractor may also include a meeting place for ALU LIKE participants as part of the bid for services.
4. The Contractor shall prepare nutritious low fat, low salt, and low sugar food items and menus based on Contractor's cycle menu with variations for cultural foods and the nutritional needs of participants. All menus shall require prior agreement between the Contractor and ALU LIKE. The following general food preparation guidelines shall apply:
 - a. All menus shall provide 1/3 of the Recommended Dietary Guidelines for Americans (DGA) for the Adequate Intakes (AI) for vitamins, minerals, and fiber. In many cases this will mean 3 servings of fruits and vegetables and at least one serving of a beans or whole grains every day.
 - b. Daily menus shall not exceed 1/3 of the Daily Reference Intakes (DRI). Exceptions will be

handled on a case-by-case basis.

Food Component	DRI
Fat	30% of calories
Saturated fat	10% of calories
Sodium	2300 mg (1/3 = 767 mg)

- c. Menus shall include fresh vegetables and fruits. Hawaiian vegetables such as taro, poi, sweet potato, or luau leaves shall be served several times a quarter and shall include all sites. All canned fruits shall be in juice or water.
 - d. The Contractor shall provide a variety of menus for sites that meet only once or twice a week, for example, beef one week, chicken or fish the next week.
 - e. The menu will be subject to revision by ALU LIKE to ensure satisfaction by participants. ALU LIKE will work with the Contractor to develop acceptable menus and recipes.
5. After the contract is signed, the Contractor will submit all menus with a signed statement from a Dietician or Nutritionist indicating approval that all menus meet the dietary requirements indicated. If such approval is not available, the contractor will submit the menus and all recipes for approval by ALU LIKE. ALU LIKE shall be the overall approving authority on menus and will work with the Contractor to modify any menus or recipes that do not meet the nutritional requirements. See Attachment C for further explanation and sample menus.
 6. The Contractor will submit a cycle menu or monthly menu at least one week prior to the period when the meals will be served. The menu will be approved or revisions will be requested by ALU LIKE to meet the contract specifications.
 7. ALU LIKE reserves the right to make special meal requests. Special meal requests include individuals with health problems and other special events. All special meal requests shall be coordinated by ALU LIKE.
 8. ALU LIKE reserves the right to establish home delivered meals service. Negotiation for this service includes the time of delivery, who delivers, packaging, identifying participant's change in living status, and cost per meal.
 9. The Contractor shall supply all necessary paper goods (i.e. plates, bowls, and napkins) and utensils required for meal service. Compartment plates shall be used for congregate meal service. Separate bowls shall be provided for soupy items at the congregate meal sites, and for soups, stews, and poi for home delivered meal service.
 10. The Contractor shall transport food to the congregate meal sites and individual homes at safe temperatures established by the above referenced Hawaii Administrative Rules. Food may be delivered in bulk unless otherwise specified for congregate sites and individual packages for home delivered meals. For home delivered meals, hot foods shall be separated from cold foods. Upon Contractor's request, ALU LIKE shall furnish food warming equipment to facilitate Contractor's efforts to transport the required meals at safe temperatures. However, any furnished equipment shall remain the property of and must be returned to ALU LIKE.
 11. The Contractor shall deliver the required number of meals, paper goods, and utensils to the designated meal site between 11:00 am to 12:00 noon daily, unless otherwise specified and to designated homes between 10:00 am to 1:00 pm daily.

At the site and designated home, and immediately upon arrival, Ke Ola Pono personnel, in the presence of the Contractor, shall measure and record the internal food temperatures of potentially hazardous foods.

ALU LIKE reserves the right to refuse any or all potentially hazardous foods received at unsafe internal food temperatures or food deemed unfit for food service by Ke Ola Pono and its duly designated representatives in accordance with the above referenced Hawaii Administrative Rules.

The Contractor shall exchange any equipment needed to provide the next business day's meal service, clean any spills as a result of the Contractor's delivery service, and take back any food refused by Ke Ola Pono staff.

12. For field trips, the Contractor shall deliver the required number of meals, paper goods, and utensils to the field trip location or other designated location at an agreed delivery time. Field trip location or other designated location shall be equidistant from Contractor's place of business to the meal site location or a negotiated distance. At least ten (10) calendar days prior to any field trips, Ke Ola Pono shall notify Contractor of the field trip location and the required delivery time.
13. The Contractor may invoice ALU LIKE monthly or semimonthly. The invoice shall identify the daily number of meals ordered and delivered, plus any food shortages or food items refused by ALU LIKE. The Contractor may use the Caterer's Mini Report (Attachment F) or any form that itemizes the number of meals by date.

The Contractor shall credit ALU LIKE, Inc. for shortages and delivery refusals of food items based on the following average percentage of total meal cost:

protein food	45%
vegetable	20%
fruit	20%
rice/bread	5%
milk/milk alternative	<u>10%</u>
	100%

14. Invoices for home delivered meal services shall include a list of home delivered meal recipients and the number of meals each recipient received during the period covered by the invoice.

Performance Period

For selected congregate meal sites and home delivery destinations, the Contractor shall provide meal service on program days at the delivery times specified above from July 1, 2026 through March 31, 2029, excluding ALU LIKE, Inc. holidays and non-program days. The Contractor shall receive ALU LIKE, Inc.'s holiday schedule as this schedule is updated (Attachment G). When possible, advance written notice of non-program days, other than holidays, shall be provided within five (5) business days.

ALU LIKE, Inc. reserves the right to temporarily suspend meal service in part or in whole for such a period as ALU LIKE's President / CEO or duly designated representative deems necessary for any cause, including (1) unsuitable weather or such other conditions which may prevent proper execution of the work, (2) failure on the part of the Contractor to remedy a performance after notification by ALU LIKE, or (3) loss of funding that significantly affects Ke Ola Pono or ALU LIKE.

Minimum Qualifications for Bidders

1. The bidder shall be capable of performing the work for which bids are called.
2. The bidder shall be a corporation, partnership, or sole proprietorship customarily engaged in providing food services and licensed to do business in the State of Hawaii.
3. The bidder shall maintain comprehensive liability insurance issued by a company authorized to do business in the State of Hawaii in a combined amount of at least One Million Dollars (\$1,000,000) for bodily injury and property damage for each occurrence.
Note: Successful bidder awarded the contract will be required to name ALU LIKE, Inc. as an Additional Insured and stipulate a 30 day written cancellation notice before the expiration of the policy on their Comprehensive Liability Insurance Policy.
4. The bidder shall maintain a Workers' Compensation insurance policy for its employees during the performance period.
5. The bidder shall maintain automobile insurance during the performance period if a vehicle is used in connection with services provided.
6. The bidder shall be certified by the State of Hawaii Department of Health to provide food services in the State of Hawaii.
7. The bidder must have provided food service in the State of Hawaii for at least one (1) year.
8. The bidder shall provide documentation of required licenses and certifications upon request.
Note: Successful bidder awarded the contract must maintain required licenses, certifications, and insurances for the duration of the contract.
9. The bidder shall comply with Special Provisions for Federally-Funded Contracts (Attachment D).
10. The bidder shall complete and return to ALU LIKE, Inc. the following documentation on or before the stated bid closing date and time:
 - a. Contractor's Information Form (Attachment A)
 - b. Itemized Catering Bid Form (Attachment B)
 - c. Contractor's Certification Regarding Debarment Form (Attachment E)
 - d. Proof of Comprehensive Liability Insurance

**ATTACHMENT A
ALU LIKE, INC.
CONTRACTOR'S INFORMATION FORM**

1. Business Name _____

2. Business Address _____

3. Nature of Business _____

4. Date Business Began in Hawaii ____/____/____

5. Type of Business _____

Corporation (List Officers of the Corporation):

President _____

Vice President _____

Secretary _____

Treasurer _____

Partnership (List Partners): _____

Sole Proprietorship (Enter SSN) _____

Limited Liability Company (Enter SSN here or EIN below) _____

6. Business Identification Numbers (Enter all that apply):

Federal Employer's Identification Number _____

General Excise Tax Number _____

Other License Number _____

7. References – Please provide the information requested below for a minimum of three (3) contracts which are currently in force or have been completed within the last twelve (12) months, and under which you are providing/have provided services similar to the service requested by ALU LIKE.

Client Name _____

Contract Person _____ Phone _____

Contract Start Date ____/____/____ Contract End Date ____/____/____

Client Name _____

Contract Person _____ Phone _____

Contract Start Date ____/____/____ Contract End Date ____/____/____

Client Name _____

Contract Person _____ Phone _____

Contract Start Date ____/____/____ Contract End Date ____/____/____

8. Insurance

Proof of Insurance for Comprehensive General Liability Insurance is attached.

Proof is not attached. Explain _____

9. I certify that the information provided above is accurate and true:

Signature of Authorized Official

Date

ATTACHMENT B
 ALU LIKE, INC.
 KE OLA PONO NO NĀ KŪPUNA PROGRAM

ITEMIZED CATERING BID FORM

Bid proposal to provide food catering services for congregate sites and home delivered meals on the island of Hawaii *(please check what you would like to bid for)*.

Hilo Congregate Site Tuesday, Friday	<input type="checkbox"/> Catering only (deliver to site) <input type="checkbox"/> Catering only (no delivery, for pick up) <input type="checkbox"/> Catering with site provided by caterer
Pahoa Congregate Site Wednesday	<input type="checkbox"/> Catering only (deliver to site) <input type="checkbox"/> Catering only (no delivery, for pick up) <input type="checkbox"/> Catering with site provided by caterer
Kona Congregate Site 2 Thursdays/month	<input type="checkbox"/> Catering only (deliver to site) <input type="checkbox"/> Catering only (no delivery, for pick up) <input type="checkbox"/> Catering with site provided by caterer
Hilo Home Delivered Meals Weekdays (5) 10:00 am – 1:00 pm	<input type="checkbox"/> Delivered directly to home bound seniors at their door

- Bidder's Business Name _____
 Bidder's Employer Identification Number (EIN) _____
 Bid Prepared By (Name) _____
 Bid Preparer's Title _____
 Preparer's Telephone Number _____
 Contact Person (if different than above) _____
 Contact Person's Telephone Number _____
 Contact Person's Email _____

2. Required Licenses, Permits and Certifications

Please provide copies or proof of current status for all underlined documents.

a. State of Hawaii Department of Health
Food Service and Food Establishment Permit No. _____

b. Comprehensive General Liability Insurance Policy No. _____
Insurance Company _____

Agent's Name

Telephone

c. Does your business have employees? Yes No

If Yes, please provide the following information on your Workers' Compensation Insurance Policy:

Insurance Company

Policy Number

Agent's Name

Telephone

d. Will a vehicle be required to deliver services requested by this bid?

Yes No

If Yes, please provide the following information on your Auto Insurance Policy:

Insurance Company

Policy Number

Agent's Name

Telephone

3. If applicable, please identify Subcontractors and portions of work to be performed under subcontract.

Name	Address	Describe portion of work subcontracting
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4. Please indicate the name (if applicable) and address of the kitchen where you will be preparing the meals:

5. Please list your Food Suppliers:

Name	Address	Telephone
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6. Please explain how you plan to deliver meals to the meal site(s).

ITEMIZED CATERING BID FORM
COST AND EXPENSE SHEET

If you are proposing a different price for each year of the 3-year contract, please complete one form for each year.

Please check which year(s) this form covers:

- All 3 years (same price)
 07/01/2026-06/30/2027 07/01/2027-06/30/2028 07/01/2028-03/31/2029

If you are proposing different prices for the site(s), delivery, and/or home delivered meals, please complete one form for each site price, delivery option, and one form for the home delivered price.

Please check which service(s) this form covers:

Hilo Congregate Site Tuesday, Friday	<input type="checkbox"/> Catering only (deliver to site) <input type="checkbox"/> Catering only (no delivery, for pick up) <input type="checkbox"/> Catering with site provided by caterer
Pahoa Congregate Site Wednesday	<input type="checkbox"/> Catering only (deliver to site) <input type="checkbox"/> Catering only (no delivery, for pick up) <input type="checkbox"/> Catering with site provided by caterer
Kona Congregate Site 2 Thursdays/month	<input type="checkbox"/> Catering only (deliver to site) <input type="checkbox"/> Catering only (no delivery, for pick up) <input type="checkbox"/> Catering with site provided by caterer
Hilo Home Delivered Meals Weekdays (5) 10:00 am – 1:00 pm	<input type="checkbox"/> Delivered directly to home bound seniors at their door

If you are bidding for Catering With Site Provided by Caterer, please include the cost of the facility in your Estimated Expenses Per Meal.

7. Please enter your Bid based on the estimated food, labor, supplies, delivery, and other expenses per meal.

a. Estimated Expenses Per Meal

1) Food Cost	\$ _____
2) Labor Cost	\$ _____
3) Paper Goods/Utensil Cost	\$ _____
4) Delivery Cost	\$ _____
5) Cost of Facility (if applicable)	\$ _____
6) Other Costs (for example, Overhead) – please describe	\$ _____
_____	\$ _____
_____	\$ _____
TOTAL PER MEAL	\$ _____

8. Bidder's Remarks and Exclusions.

9. Declaration:

The undersigned, as bidder, declares that this proposal is made without collusion with any other person, firm, or corporation.

The undersigned further acknowledges receipt and warrants a complete examination of the Specifications for Food Catering Services and its attachment(s).

The undersigned understands that the quantities given in the above proposal are approximate only and are intended principally to serve as a guide in determining and comparing the bids; that ALU LIKE, Inc. does not, expressly or by implication, warrant or otherwise represent that the actual amount of work will correspond with the quantities given above.

The undersigned further declares that in case of discrepancy between the unit price and the year totals, the unit prices shall prevail

The undersigned agrees that ALU LIKE, Inc. may reject any or all bids and waive any defects when in its opinion such rejection or waiver will be in the best interest of the Ke Ola Pono No Nā Kūpuna Program and its funding agency.

The undersigned hereby certifies that the bid prices contained in the Itemized Catering Bid Form have been carefully checked and submitted as correct and final.

Name of Corporation, Partnership, or Individual

Signature and Title of Authorized Official

Date

ATTACHMENT C

ALU LIKE, INC. KE OLA PONO NO NĀ KŪPUNA PROGRAM MENU REQUIREMENTS

All menus should meet the following nutritional requirements:

- Provide 1/3 or the Recommended Dietary Guidelines for Americans (DGA) or the Daily Reference Intakes (DRI) for vitamins, minerals and fiber. In many cases this will mean 3 servings of fruits and vegetables and at least one serving of beans or whole grains every day.
- Follow the Dietary Guidelines for Americans 2025-2030 for fat, saturated fat, and sodium.

Please refer to Dietary Guidelines for Americans 2025 – 2030 (cdn.realfood.gov/DGA) and Nutrient Recommendations and Databases (nal.usda.gov/human-nutrition-and-food-safety/dietary-guidance) for a more detailed explanation of the DGAs and DRIs.

The requirements may be met through a menu that includes lean fish, meat or poultry, dark green and orange vegetables, citrus and whole fruits, whole grains, and non-fat milk. A menu that includes some Native Hawaiian foods is requested due to the nutritional value and cultural relevance.

All menus must be approved by a qualified Dietician or Nutritionist or submitted with recipes for analysis by the ALU LIKE Nutritionist. See the contract for more specific information.

The following six sample menus all meet the RDA and AI requirements.

<p>Sample Menu 1 3 oz. meat loaf ½ cup cooked spinach ½ cup mashed potato ½ fresh orange 1 slice whole wheat bread 1 cup skim milk</p>	<p>Sample Menu 2 3 oz. baked fish ½ cup broccoli ½ brown ½ white rice ½ cup peaches (canned light) 8 oz. plain, non-fat yogurt</p>	<p>Sample Menu 3 1 cup kalua turkey & cabbage sweet potato ½ brown ½ white rice ½ cup sliced cantaloupe 1 cup skim milk flavored</p>
<p>Sample Menu 4 1 ¼ cup beef stew 1 cup tossed greens ½ brown ½ white rice ½ pear (canned in juice) 1 cup soy milk</p>	<p>Sample Menu 5 1 ¼ cups chicken long rice ½ cup cooked carrots ½ brown ½ white rice 1 small banana 1 cup skim milk flavored</p>	<p>Sample Menu 6 1 tuna salad sandwich on whole grain bread 1 leaf lettuce/3 slices tomato 1 small apple 1.5 oz. cheese (reduced, low, or fat-free)</p>

Menus should provide a variety of nutritious foods. For sites that meet only once or twice a week, special care should be given to ensure similar foods are not served each time.

**ALU LIKE, INC.
AGREEMENT FOR SERVICES**

**ATTACHMENT D
SPECIAL PROVISIONS FOR FEDERALLY-FUNDED CONTRACTS**

Applicability of Provisions: Provisions that are checked are applicable to this Agreement. Provisions applicable to Agreements of a stated amount take effect when the amount of the Agreement meets or exceeds that stated amount.

DEBARMENT AND SUSPENSION (Applies to All Federal Awards)

The CONTRACTOR shall submit to ALU LIKE a Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion (Lower Tier Covered Transactions) certifying that neither it nor its principals were debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction at the time the Agreement was executed; and that it shall provide immediate notice to ALU LIKE if, at any time, it learns that its certification was erroneous or has become erroneous by reason of changed circumstances.

EQUAL EMPLOYMENT OPPORTUNITY PROVISION (Applies to Awards of Federal Funds)

The CONTRACTOR shall comply with Executive Order 11246, "Equal Employment Opportunity," as amended by Executive Order 11375 and as supplemented in Department of Labor regulations at 41 CFR Part 60; and any other applicable Federal and State laws and regulations prohibiting discrimination against any individual on the basis of such individual's race, color, religion, sex, national origin, age, physical handicap, marital status, or arrest and court record that does not have a substantial relationship to the functions and responsibilities of prospective or continued employment of the individual.

RECORDS MAINTENANCE, RETENTION AND ACCESS PROVISION (Applies to Negotiated Federal Awards of More Than \$25,000)

The CONTRACTOR shall, in accordance with generally acceptable accounting practices, maintain fiscal records and supporting documents that adequately reflect all direct and indirect expenditures, and management and fiscal practices related to this Agreement.

ALU LIKE, the Federal awarding agency, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books, documents, papers and records of the CONTRACTOR (and any of its SUBCONTRACTORS) which are directly pertinent to this Agreement for the purpose of making audits, examinations, excerpts and transcriptions.

The CONTRACTOR shall retain all records related to the CONTRACTOR'S performance of services under this Agreement for at least three (3) years after the date of final payment, except that if any litigation, claim, negotiation, investigation, audit, or other action involving the records has been started before the expiration of the three-year period, the CONTRACTOR shall retain the records until completion of the action and resolution of all issues that arise from it.

ANTI-KICKBACK PROVISION (Applies to Federal Construction or Repair Awards of More Than \$2,000)

The CONTRACTOR shall comply with the Copeland "Anti-Kickback Act" (18 USC 874 and 40 USC 276c), as supplemented in Department of Labor regulations at 29 CFR, Part 3, relating to the prohibition from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled.

RIGHTS TO INVENTIONS (Applies to Awards of Federal Funds for the Performance of Experimental, Developmental, or Research Work)

The Federal Government and ALU LIKE shall have rights to any invention resulting from the CONTRACTOR'S performance of experimental, developmental, or research work under this Agreement in accordance with 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

CLEAN AIR AND WATER PROVISION (Applies to Federal Awards of More Than \$100,000)

The CONTRACTOR shall comply with the applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 USC 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 USC 1251 et seq.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency.

ANTI-LOBBYING PROVISION (Applies to Federal Awards of \$100,000 or More)

Pursuant to the Byrd Anti-Lobbying Amendment (31 USC 1352), the CONTRACTOR shall file an Anti-Lobbying Certification with ALU LIKE, certifying: 1) that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress, in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352; 2) that it will disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award through the submittal of Standard Form-LLL; and, 3) that it will require all subcontractors to certify and disclose accordingly.

PROVISIONS FOR CONTRACTS INVOLVING CONSTRUCTION OR REPAIR AND THE EMPLOYMENT OF MECHANICS OR LABORERS. (Applies to Federal Construction or Repair Awards of \$2,000 or More when applicable by Federal Program legislation)

1. **DAVIS-BACON ACT PROVISIONS**

The CONTRACTOR shall comply with the Davis-Bacon Act (40 USC 276 a to a-7) as supplemented by the U.S. Department of Labor regulations at 29 CFR, Part 5, relating to the requirement to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor; and the requirement to pay wages not less than once a week.

2. **CONTRACT WORK HOURS AND SAFETY STANDARDS PROVISION (These provisions are not applicable to purchases of supplies, materials or articles ordinarily available on the open market.)**

The CONTRACTOR shall comply with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 USC 327-333), as supplemented by the U.S. Department of Labor regulations at 29 CFR, Part 5.

Section 102 of the Act requires the CONTRACTOR to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than 1.5 times the basic rate of pay for all hours worked in excess of 40 hours in the workweek.

Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous.

BONDING REQUIREMENTS - CONSTRUCTION OR FACILITY IMPROVEMENT CONTRACTS
(Applies to Construction Awards of More Than \$100,000)

The CONTRACTOR shall obtain a Performance Bond for 100 percent of the Agreement price to secure fulfillment of all of the CONTRACTOR'S obligations under the Agreement; as well as a Payment Bond for 100 percent of the Agreement price to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the Agreement.

U.S. DEPARTMENT OF LABOR - SPECIAL CONTRACT PROVISIONS (Required for USDOL Contracts of \$10,000 or More)

During the performance of this Agreement, the CONTRACTOR agrees as follows:

The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during their employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination.

The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

The CONTRACTOR will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice advising the labor union or workers' representative of the CONTRACTOR'S commitments under Section 202 of Executive Order 11246 of September 24, 1965, as amended, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The CONTRACTOR will comply with all provisions of the Executive Order 11246 of September 24, 1965, as amended, and of the rules, regulations and relevant orders of the Secretary of Labor. The CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the Contracting agency and the Secretary of Labor for purposes on investigation to ascertain compliance with such rules, regulations, and orders.

In the event of the CONTRACTOR'S non-compliance with the nondiscrimination clauses of this Agreement or with any of such rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the CONTRACTOR may be declared ineligible for government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, as amended, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

The CONTRACTOR will include this provision (Section 15.C) in its entirety in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The CONTRACTOR will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

U.S. DEPARTMENT OF LABOR - SPECIAL CONTRACT PROVISIONS (Required for USDOL Contracts)

The CONTRACTOR shall ensure that small, minority, and women's businesses shall have the maximum practicable opportunity to participate in the performance of the Agreement by : (1) including these businesses on source lists and assure that they are solicited whenever they are potential sources; (2) dividing total work requirements into smaller requirements to permit maximum participation of these businesses whenever economically feasible; and (3) using the services and assistance of the Small Business Administration, the Minority Business Development Agency of the Department of Commerce, and the Community Services Administration, as required.

ATTACHMENT E
ALU LIKE, INC.

CONTRACTOR'S CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY
EXCLUSION (LOWER TIER COVERED TRANSACTIONS)

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverages sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of these regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction" without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participation is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION (LOWER
TIER COVERED TRANSACTIONS)

The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

By: _____
Signature of Authorized Certifying Official

Date

ATTACHMENT F
 ALU LIKE, INC.
 CATERER'S MINI REPORT

CATERER: _____ CONTRACT NO. _____

PLEASE FILL OUT FOR THE PRESENT INVOICE PERIOD AND RETURN WITH THE INVOICE

Date:																			
# of meals ordered (Congregate)																			
# of meals ordered (Home Delivery)																			
# of meals prepared																			

Total cost (i.e., Invoice total) _____
 Unit cost (per meal -- congregate) _____
 Unit cost (per meal -- home delivery) _____

PLEASE FILL OUT THE FOLLOWING SECTION IF YOU HAVE MADE ANY MENU CHANGES DURING THE INVOICE PERIOD.

DATE	MENU #	MENU CHANGES	REASON FOR MENU CHANGES

PLEASE COMMENT BELOW ON ANY PROBLEMS, SUCCESSES, POSSIBLE IMPROVEMENTS CONCERNING THE PROVISION AND PRODUCTION OF FOOD, THE MENU ITEMS, AVAILABILITY OF SUPPLIES, PAYMENT PROCEDURES, ETC. THANK YOU FOR YOUR OPINIONS AND IDEAS.



ATTACHMENT G
ALU LIKE, INC.
HOLIDAY SCHEDULE

*E alu like mai kākou, e nā ʻōiwi o Hawaiʻi
Let Us Work Together, Natives of Hawaiʻi*

Date: November 6, 2025
To: All Employees
From: Mervina K. M. Cash-Kaeo *merv kaeo*
Subject: HOLIDAY SCHEDULE FOR 2026

<u>Holiday</u>	<u>Observed</u>
New Year's Eve	12/31/2025 - Wednesday
New Year's Day	1/01/2026 - Thursday
Martin Luther King Day	1/19/2026 - Monday
Presidents Day	2/16/2026- Monday
Prince Kuhio Day	3/26/2026 - Thursday
Good Friday	4/03/2026 - Friday
Memorial Day	5/25/2026 - Monday
King Kamehameha Day	6/11/2026 - Thursday
Juneteenth	6/19/2026 - Friday
Independence Day	7/03/2026 - Friday
La Ho'i Ho'i Ea	7/31/2026 - Friday
Statehood Day	8/21/2026 - Friday
Labor Day	9/07/2026 - Monday
Veterans Day	11/11/2026 - Wednesday
Thanksgiving Day	11/26/2026 -Thursday
Day after Thanksgiving	11/27/2026 - Friday
Christmas Eve	12/24/2026 - Thursday
Christmas Day	12/25/2026 - Friday
New Year's Eve	12/31/2026 - Thursday