

Board Office Use: Legislative File Info.	
File ID Number	26-1576
Introduction Date	8-12-2026
Enactment Number	
Enactment Date	



Memo

To Board of Education

From Denise Gail Saddler, Ed.D., Interim Superintendent
Preston Thomas, Chief Systems & Services Officer
Sele Nadel-Hayes, Executive Director, Facilities

Board Meeting Date August 12, 2026

Subject Purchase Agreement – School Specialty LLC – Fremont High School Modernization
CTE Classroom Project – Division of Facilities Planning and Management

Action Requested Approval by the Board of Education of the Purchase Agreement by and between the **District** and **School Specialty LLC**, for the latter to provide furniture procurement services, including the purchase, delivery, and placement of furniture for multiple classrooms. The furniture delivery and placement shall not include construction activities, attachment of furniture to the building, or installation services. The District will enter into an agreement in the total amount of **\$100,986.63**, which includes a contingency fee of \$15,000.00. Work is scheduled to commence on June 17, 2026, or as soon as possible thereafter once the Purchase Agreement is fully executed and is scheduled to be completed no later than December 30, 2026.

Discussion Consultant was selected through competitive bidding. (Public Contract Code §20111)

LBP (Local Business Participation Percentage) Waiver

Recommendation Ratification by the Board of Education of the Purchase Agreement by and between the District and School Specialty for the latter to provide furniture procurement services, including the purchase, delivery, and placement of furniture for multiple classrooms involved in the Fremont High School CTE Classroom Project.

Fiscal Impact Fund 35

Attachments

- Contract Justification Form
- Purchase Agreement, including Exhibits
- Routing Form



CONTRACT JUSTIFICATION FORM

This Form Shall Be Submitted to the Board Office With Every
Agenda Contract.

Legislative File ID No. 26-1576

Department: Facilities Planning and Management

Vendor Name: School Specialty LLC

Project Name: Fremont High School CTE Classroom

Project No.: 22156

Contract Term: Intended Start: June 17, 2026

Intended End: December 31, 2026

Total Cost Over Contract Term: \$100,986.63

Approved by: Preston Thomas

Is Vendor a local Oakland Business or has it met the requirements of the

Local Business Policy? ☐ Yes (No if Unchecked)

How was this contractor or vendor selected?

School Specialty LLC was selected by the District as the lowest responsible and responsive bid.

Summarize the services or supplies this contractor or vendor will be providing.

School Specialty LLC will supply, and deliver furniture for multiple classrooms and shall not include construction services, attachment to the building or installation activities, for the Fremont High School CTE Classroom Project.

Was this contract competitively bid? ☒ Check box for "Yes" (If "No," leave box unchecked)

If "No," please answer the following questions:

1) How did you determine the price is competitive?

2) Please check the competitive bidding exception relied upon:

Construction Contract:

- ☐ Price is at or under CUPCCAA threshold of \$75,000 (as of 1/1/25)
- ☐ CMAS contract [may only include “incidental work or service”] (Public Contract Code §§10101(a) and 10298(a)) – *contact legal counsel to discuss if applicable*
- ☐ Emergency contract (Public Contract Code §§22035 and 22050) – *contact legal counsel to discuss if applicable*
- ☐ No advantage to bidding (including sole source) – *contact legal counsel to discuss if applicable*
- ☐ Completion contract – *contact legal counsel to discuss if applicable*
- ☐ Lease-leaseback contract RFP process – *contact legal counsel to discuss if applicable*
- ☐ Design-build contract RFQ/RFP process – *contact legal counsel to discuss if applicable*
- ☐ Energy service contract – *contact legal counsel to discuss if applicable*
- ☐ Other: _____ – *contact legal counsel to discuss if applicable*

Consultant Contract:

- ☐ Architect, engineer, construction project manager, land surveyor, or environmental services – selected (a) based on demonstrated competence and professional qualifications (Government Code §4526), **and** (b) using a fair, competitive RFP selection process (Government Code §§4529.10 et seq.)
- ☐ Architect or engineer *when state funds being used* – selected (a) based on demonstrated competence and professional qualifications (Government Code §4526), (b) using a fair, competitive RFP selection process (Government Code §§4529.10 et seq.), **and** (c) using a competitive process consistent with Government Code §§4526-4528 (Education Code §17070.50)
- ☐ Other professional or specially trained services or advice – no bidding or RFP required (Public Contract Code §20111(d) and Government Code §53060) – *contact legal counsel to discuss if applicable*
- ☐ For services other than above, the cost of services is \$119,100 or less (as of 1/1/26)
- ☐ No advantage to bidding (including sole source) – *contact legal counsel to discuss if applicable*

Purchasing Contract:

- ☐ Price is at or under bid threshold of \$119,100 (as of 1/1/26)
- ☐ Certain instructional materials (Public Contract Code §20118.3)
- ☐ Data processing systems and supporting software – choose one of three lowest bidders (Public Contract Code §20118.1)

- ☐ Electronic equipment – competitive negotiation (Public Contract Code §20118.2) – *contact legal counsel to discuss if applicable*
- ☐ CMAS contract [may only include “incidental work or service”] (Public Contract Code §§10101(a) and 10298(a)) – *contact legal counsel to discuss if applicable*
- ☐ Piggyback contract for purchase of personal property (Public Contract Code §20118) – *contact legal counsel to discuss if applicable*
- ☐ Supplies for emergency construction contract (Public Contract Code §§22035 and 22050) – *contact legal counsel to discuss if applicable*
- ☐ No advantage to bidding (including sole source) – *contact legal counsel to discuss if applicable*
- ☐ Other: _____.

Maintenance Contract:

- ☐ Price is at or under bid threshold of \$119,100 (as of 1/1/26)
- ☐ No advantage to bidding (including sole source) – *contact legal counsel to discuss*
- ☐ Other: _____

3) Explain in detail the facts that support the applicability of the exception marked above:

319-5/9411080.1

Memorandum:

Date: Jun 3, 2026

To: Colland Jang

CC: Sele Nadel-Hayes, David Colbert, Juanita Hunter, Mark Newton, Ty Taylor, Pamila Henderson, Daniel Ortiz, Shonda Scott, Shonnell Frost-Gibbs, Blake Brown

From: Tiffany Knuckles

Subject: LBU Memo - Districtwide: Scope Specific - Furniture Moves/Relocations

Greetings Mr. Jang,

As per the Oakland Unified School District's Local Business Policy Program Requirements Section of AR 7115: There is a fifty (50) % minimum participation requirement for all formally bid public works construction contracts over \$45,000 and formally solicited construction related professional services contracts, including, but not limited to, architects, construction managers, inspectors, testing labs and geotechnical engineers, over \$84,100. All informal construction contracts below \$45,000 and all informal construction related professional services contracts below \$84,100.00 will include outreach to certified local firms such that a minimum of three local certified firms are included in the solicitation.

Prior to the issuance of a formal invitation for bid, the District shall ensure that there are at least three certified businesses listed in the industry, trade or profession that constitutes a major category of work. If at least three L/SL/SLRBEs are not certified, then the requirement may, subject to the discretion of the District, be waived, or the 50% requirement may be reset from 50% all the way to 0%, depending on the particular circumstances at time of bid.

Scope: Furniture Moves/Relocations

Analysis:

An availability analysis has been conducted for Moving Services, specific to Furniture Moves and Relocations in order to determine the availability of certified firms to meet local business utilization on projects. Based on this analysis, it is our recommendation that due to the lack of availability of small and local firms, the full 50% Local Business Enterprise (L/SLBE) requirement for the above referenced scope be waived.

LBU Recommendation:

Full LBU Waiver ▾

An additional review may be conducted within one (1) year of this notice to reassess the availability of eligible firms. If you have any questions, please feel free to contact our team at any time.

Sincerely,

Tiffany Knuckles

Local Business Compliance - Officer

360 Total Concept

Oakland Unified School District - Local Business Compliance

OAKLAND UNIFIED SCHOOL DISTRICT
PURCHASE AGREEMENT

This Agreement is made this **17th day of June, 2026**, or as soon thereafter as fully executed, by and between **Oakland Unified School District**, "District," and **School Specialty LLC**, "Vendor," with respect to the following recitals:

A. District is a public school district organized and existing under the laws of the State of California.

B. Vendor has received notice of an award pursuant to Bid No. 22156 for the purchase and delivery of the items of equipment, materials, and supplies detailed in the bid package documents provided by the District ("Items").

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. **Delivery of Items.** Vendor agrees to deliver the Items to District at the following address:
4610 Foothill Blvd, Oakland, CA 94601.
2. **Time of Commencement and Completion.** Vendor shall satisfactorily deliver the Items in full to the District no later than **December 30, 2026** ("Delivery Deadline"). Time is of the essence in this Contract.
3. **Contract Price.** District agrees to pay Vendor the price of **Eighty-Five Thousand Nine Hundred Eighty-Six Dollars Sixty-Three Cents (\$85,986.63)** within forty-five (45) calendar days following receipt of Vendor's invoice for the satisfactory delivery of the Items.
 - 3.1 The Contract Price of **One Hundred Thousand Nine Hundred Eighty-Six Dollars Sixty-Three Cents (\$100, 986.63)** includes an owner controlled contingency in the amount of **Fifteen Thousand Dollars (\$15,000)**. Use of the contingency requires the District's prior written approval. All unspent funds in the contingency upon receipt of all items and completion of all services, shall be retained by the District."
4. **Liquidated Damages.** If Vendor fails to satisfactorily delivery the Items by the Delivery Deadline, Vendor shall be liable for liquidated damages as provided in the Contract Documents (as defined below).
5. **Conformance to Contract Documents.** Vendor agrees that the Items to be furnished pursuant to this Agreement ("Contract") shall conform to all of the requirements set forth in the Contract Documents, as defined below.
6. **Indemnity.** Vendor shall defend, indemnify, and hold harmless District and its agents,

representatives, officers, consultants, employees, Board of Trustees, members of the Board of Trustees (collectively, the “District Parties”), from and against any and all claims, demands, liabilities, damages, losses, suits and actions, and expenses (including, but not limited to attorney fees and costs including fees of consultants) of any kind, nature, and description (collectively, the “Claims”) directly or indirectly arising out of, connected with, or resulting from any act, error, omission, negligence, or willful misconduct of Vendor, or Vendor’s employees, agents, or volunteers (collectively, the “Vendor Parties”), in the performance of or failure to perform Vendor’s obligations under this Contract or for any infringement of the patent rights, copyright or trademark of any person or persons in consequence of the use by the District of Equipment supplied pursuant to this Contract.

7. Transportation Charges. Vendor agrees to deliver all Items prepaid unless otherwise specified. All costs for delivery and packaging of Items are the responsibility of Vendor unless otherwise stated in the Contract Documents, as defined below.

8. Inspection. All Items furnished must be in conformity with the Contract Documents and will be subject to inspection and approval by the District after delivery. District reserves the right to reject and return at the risk and expense of the Vendor any portion of the Items which may be defective or which fails to comply with the specifications in Contract Documents.

9. Insurance. Without in any way limiting Vendor’s liability, or indemnification obligations set forth in Paragraph 6 above, Vendor shall secure and maintain throughout the Term of this Agreement the following insurance: (i) comprehensive general liability insurance with limits of not less than \$2,000,000 each occurrence and \$1,000,000 in the aggregate; (ii) commercial automobile liability insurance with limits not less than \$2,000,000 each occurrence and \$1,000,000 in the aggregate, if applicable; and (iii) worker’s compensation insurance as required by Labor Code section 3200, *et seq.*, if applicable. Neither Vendor nor any of the Vendor Parties shall commence performing any portion of the Contract until all required insurance has been obtained and certificates indicating the required coverages have been delivered to and approved by District. All insurance policies shall include an endorsement stating that District and District Parties are named additional insureds. All of the policies shall be amended to provide that the insurance shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days’ prior written notice has been given to District. If such a notice is not given or even if District receives a notice, District may, at its sole option, terminate this Agreement. All insurance policies shall include an endorsement stating that it is primary to any insurance or self-insurance maintained by District and shall waive all rights of subrogation against District and/or the District Parties. A copy of the declarations page of Vendor’s insurance policies shall be attached to this Agreement as proof of insurance.

10. Independent Contractor Status. Vendor is engaged in an independently established trade, occupation, or business to provide the Items required by this Agreement and is hereby retained to provide specialized services for District that are outside the usual course of District’s business. Vendor is free from the control and direction of District in connection with the manner in which it provides the Items to District. Vendor understands and agrees that Vendor and the Vendor

Parties shall not be considered officers, employees, agents, partners, or joint venturers of District, and are not entitled to benefits of any kind or nature normally provided to employees of District and/or to which District's employees are normally entitled.

11. Taxes. All payments made by District to Vendor pursuant to this Agreement shall be reported to the applicable federal and state taxing authorities as required. District will not withhold any money from fees payable to Vendor, including FICA (social security), state or federal unemployment insurance contributions, or state or federal income tax or disability insurance. Vendor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Vendor and the Vendor Parties and otherwise in connection with this Agreement.

12. Fingerprinting Notice and Acknowledgement. Vendor and the Vendor Parties shall at all times comply with the fingerprinting and criminal background investigation requirements of the California Education Code ("Education Code") section 45125.1, and shall complete the Fingerprinting Notice and Acknowledgement Form.

13. Tuberculosis Certification. Vendor and the Vendor Parties shall at all times comply with the tuberculosis ("TB") certification requirements of Education Code section 49406. Accordingly, by checking the applicable boxes below, Vendor hereby represents and warrants to District the following:

A. ☒ Vendor and Vendor Parties shall **only have limited or no contact** (as determined by District) with District students at all times during the Term of this Contract.

B. ☐ The following Vendor and Vendor Parties shall have **more than limited contact** (as determined by District) with District students during the Term of this Agreement and, at no cost to District, have received a TB test in full compliance with the requirements of Education Code section 49406:

_____. [Attach and sign additional pages, as needed.]

Vendor shall maintain on file the certificates showing that the Seller and Seller Parties were examined and found free from active TB. These forms shall be regularly maintained and updated by Seller and shall be available to District upon request or audit.

Vendor further agrees and acknowledges that all new personnel hired after the Effective Date of this Agreement by Vendor and Vendor Parties are subject to the TB certification requirements and shall be prohibited from having any contact with District students until the TB certification requirements have been satisfied and District determines whether any contact is permissible.

14. Confidential Information. Vendor shall maintain the confidentiality of, and protect from unauthorized disclosure, any and all individual student information received from the District, including but not limited to student names and other identifying information. Vendor shall not use such student information for any purpose other than carrying out the obligations under this Agreement. Upon termination of this Agreement, Vendor shall turn over to District all educational records related to the services provided to any District student pursuant to this Agreement.

15. Assignment/Successors and Assigns. Vendor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations under this Agreement without the prior written consent of District. Subject to the foregoing, this Agreement shall be binding on the heirs, executors, administrators, successors, and assigns of the respective parties.

16. Severability. If any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement.

17. Amendments. The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by both parties and approved by the District's governing board.

18. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California, excluding its choice of law rules. Any action or proceeding seeking any relief under or with respect to this Agreement shall be brought solely in the Superior Court of the State of California for the County of Alameda, subject to transfer of venue under applicable State law, provided that nothing in this Agreement shall constitute a waiver of immunity to suit by the District.

19. Written Notice. Written notice shall be deemed to have been duly served if delivered in person to Vendor at the address located next to the party signatures below, or if delivered at or sent by registered or certified or overnight mail to the last business address known to the person who sends the notice.

20. Compliance with Law. Each and every provision of law and clause required by law to be inserted into this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein. Vendor shall comply with all applicable federal, state, and local laws, rules, regulations and ordinances, including but not limited to fingerprinting under Education Code section 45125.1, confidentiality of records, Education Code section 49406 and others. Vendor agrees that it shall comply with all legal requirements for the performance of duties under this Agreement and that failure to do so shall constitute material breach.

21. Non-Discrimination. There shall be no unlawful discrimination in the contracting of persons under this Agreement because of race, color, national origin, age, ancestry, religion, sex, or sexual orientation of such persons.

22. [Reserved]

23. Liability of District. Notwithstanding anything stated herein to the contrary, District shall not be liable for any special, consequential, indirect or incidental damages, including but not limited to lost profits in connection with this Agreement.

24. Time. Time is of the essence to this Agreement.

25. Waiver. No delay or omission by District in exercising any right under this Agreement shall operate as a waiver of that or any other right and no single or partial exercise of any right shall preclude the District from any or further exercise of any right or remedy.

26. Entire Agreement. This Agreement is intended by the parties as the final expression of their agreement with respect to such terms as are included herein and as the complete and exclusive statement of its terms and may not be contradicted by evidence of any prior agreement or of a contemporaneous oral agreement, nor explained or supplemented by evidence of consistent additional terms.

27. Execution of Other Documents. The parties to this Agreement shall cooperate fully in the execution of any and all other documents and in the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement.

28. Execution in Counterparts. This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy, facsimile, or an original, with all signatures appended together, shall be deemed a fully executed agreement.

29. Warranty of Authority. The persons who have signed this Agreement warrant that they are legally authorized to do so on behalf of the respective parties, and by their signatures to bind the respective parties to this Agreement.

30. Local Business. Vendor shall comply with the requirements of the District's Local, Small Local, and Small Local Resident Business Enterprise Program, unless otherwise exempt, which may require a 50% minimum local participation requirement in the performance of this Agreement. A copy of this program may be obtained at www.ousd.k12.ca.us, under the Facilities Planning & Management Department drop down menu, at "Bids and Requests for Proposals."

31. Forms. The following documents are incorporated into the Contract as the "Contract Documents":

- Fingerprinting Notice and Acknowledgement.
- ~~Iran Contracting Act Certification.~~
- Workers' Compensation Certification.
- Drug-Free Workplace Certification.
- ~~Buy American Certification.~~
- Local Business Participation Form.
- The bid package issued by the District for the Contract, which shall include, but not be limited to, the Invitation for Bids, the Instructions to Bidders, the Specifications, the Description of the Items, the Bid Form, this Agreement, and all addenda.

32. Mediation. A party to this Agreement shall, as a condition precedent to initiating any litigation against the other party, demand mediation of any dispute. The parties shall endeavor to include any third party claimant in the mediation. The parties shall select a mediator and schedule the mediation within thirty (30) days of the initial demand for mediation. If the parties cannot agree on a mediator, the mediator shall be appointed by JAMS. The parties to the mediation, including the parties to this Agreement, shall pay equal shares of the mediator's fees. Each party shall bear its own attorney's fees related to the mediation.

33. Safety Regulations. All equipment and supplies furnished, and/or all work performed, shall meet all applicable safety regulations of the Division of Industrial Safety of the State of California, and Health & Safety code of the State of California.

IN WITNESS WHEREOF the parties have executed this Agreement on the date first hereinabove written.

OAKLAND UNIFIED SCHOOL DISTRICT

**CONTRACTOR: SCHOOL
SPECIALTY LLC**

Jennifer Brouhard, President,
Board of Education

Date

Leonard Adkins 6/25/2026
Signature Date

Denise Gail Saddler, Ed.D., Interim
Superintendent & Secretary, Board of Education

Date

Leonard Adkins, Assistant Secretary
Print Name, Title

Preston Thomas Jul 1, 2026
[Preston Thomas \(Jul 1, 2026 14:59:43 PDT\)](#)
Preston Thomas, Chief Systems & Services Officer

Date

Sarah Polito 6/25/26

Sarah Polito, Esq.
Counsel, OUSD

Date

{SR796530}

6 OF 7

**Fremont High School
Furniture Installation
Bid No. 22156**

319-5/9415522.1

Oakland Unified School District
Division of Facilities Planning and Management

BID OPENING TABULATION SHEET

School: Fremont High School
Project: Furniture Installation
Project #: 21100
Estimate: \$150,000

Date: Thursday, May 21, 2026
Time: 2:00 P.M.
Project Mgr: Pamila Henderson
Architect: N/A

Signature of Witness to Bid

Signature of Bid Opener

Company: School Specialty, LLC	Base Bid: \$85,986.63	Required Day of Bid:
Address: W616 Design Drive Greenville,	Allowance: \$15,000.00	Signed Bid Form X
City/State: Greenville, WI, 54942	TOTAL: \$100,986.63	Addendum Acknow. X
Phone: 888-388-3224	Alternates:	Bid Bond X
Fax:		Workers Comp X
	Time Submitted Date Submitted	Drug Certification X
	11:21 AM 5/19/2026	Fingerprint Acknowledgement X
	Time Opened Date Opened	
	2:10 PM 5/21/2026	

Company: Krueger international, Inc.	Base Bid: \$149,098.29	Required Day of Bid:
Address: 1330 Bellevue Street	Allowance: \$15,000.00	Signed Bid Form X
City/State: Green Bay WI, 54302	TOTAL: \$164,098.29	Addendum Acknow. X
Phone: 920-468-8100	Alternates:	Bid Bond X
Fax:		Workers Comp X
	Time Submitted Date Submitted	Drug Certification X
	11:34 AM 5/20/2026	Fingerprint Acknowledgement X
	Time Opened Date Opened	
	2:10 PM 5/21/2026	

Company: Campbell Keller	Base Bid: \$99,483.52	Required Day of Bid:
Address: 3766 Bradview Drive	Allowance: \$15,000.00	Signed Bid Form X
City/State: Sacramento, CA 95827	TOTAL: \$114,483.52	Addendum Acknow. X
Phone: 916-737-3300	Alternates:	Bid Bond X
Fax:		Workers Comp X
	Time Submitted Date Submitted	Drug Certification X
	1:08 PM 5/21/2026	Fingerprint Acknowledgement X
	Time Opened Date Opened	
	2:10 PM 5/21/2026	

Company: Lakeshore Learning Materials, LLC	Base Bid: \$120,564.15	Required Day of Bid:
Address: 2695 E. Dominguez Street	Allowance: \$15,000.00	Signed Bid Form X
City/State: Carson, CA 90895	TOTAL: \$135,564.15	Addendum Acknow. X
Phone: 800-421-5354	Alternates:	Bid Bond X
Fax:		Workers Comp X
	Time Submitted Date Submitted	Drug Certification X
	11:21 PM 5/19/2026	Fingerprint Acknowledgement X
	Time Opened Date Opened	
	2:10 PM 5/21/2026	

Oakland Unified School District
Division of Facilities Planning and Management

BID OPENING TABULATION SHEET

Company:	School Outfitters, LLC	Base Bid:		Required Day of Bid:	
Address:	3736 Regent Ave	Allowance:	\$15,000.00	Signed Bid Form	X
City/State:	Cincinnati, OH 45212	TOTAL:	\$60,555.26	Addendum Acknow.	X
Phone:	800-260-2776	Alternates:		Bid Bond	X
Fax:				Workers Comp	X
NON-RESPONSIVE -			<u>Time Submitted</u>	<u>Date Submitted</u>	Drug Certification
			11:34 AM	5/20/2026	Fingerprint Acknowledgement
The bids are considered non-responsive due to failure to add base bid dollar amount					
			<u>Time Opened</u>	<u>Date Opened</u>	
			2:10 PM	5/21/2026	

Company:	Hertz Furniture Systems, LLC	Base Bid:	\$68,971.37	Required Day of Bid:	
Address:	300 Tice Blvd, Suite 291	Allowance:	\$15,000.00	Signed Bid Form	X
City/State:	Woodcliff Lake NJ 07677	TOTAL:	\$83,971.37	Addendum Acknow.	x
Phone:	800-526-4677	Alternates:		Bid Bond	x
Fax:				Workers Comp	X
NON-RESPONSIVE			<u>Time Submitted</u>	<u>Date Submitted</u>	Drug Certification
			11:34 AM	5/20/2026	Fingerprint Acknowledgement
The bids are considered non-responsive for failure to acknowledge the items issued through the addendum 1					
			<u>Time Opened</u>	<u>Date Opened</u>	
			2:10 PM	5/21/2026	

Company:	Building Block Interiors	Base Bid:	\$86,878.25	Required Day of Bid:	
Address:	440871 S Grimmer Blvd	Allowance:	\$15,000.00	Signed Bid Form	X
City/State:	Fremont, CA 94538	TOTAL:	\$101,878.25	Addendum Acknow.	X
Phone:	925-457-6561	Alternates:		Bid Bond	X
Fax:				Workers Comp	X
			<u>Time Submitted</u>	<u>Date Submitted</u>	Drug Certification
			1:52 PM	5/20/2026	Fingerprint Acknowledgement
			<u>Time Opened</u>	<u>Date Opened</u>	
			2:10 PM	5/21/2026	

Company:		Base Bid:		Required Day of Bid:	
Address:		Allowance:	\$15,000.00	Signed Bid Form	
City/State:		TOTAL:		Addendum Acknow.	
Phone:		Alternates:		Bid Bond	
Fax:				Workers Comp	
			<u>Time Submitted</u>	<u>Date Submitted</u>	Drug Certification
					Fingerprint Acknowledgement
			<u>Time Opened</u>	<u>Date Opened</u>	

Written By:

Read By:

Juanita Hunter

[bid documents for one-time purchase of item(s)]

Oakland Unified School District

BID PACKAGE

for purchase of

Furniture Installation for Fremont High School Modernization

Bid No. 21100

Fremont High School Modernization Project

Bid Opening: May 21, 2026

Time: 2:00 p.m.

**Place: 955 High Street
Oakland, CA 94601**

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INVITATION FOR BIDS

Bid No. 21100

The Board of Education of the Oakland Unified School District invites and will receive sealed proposals for BID NO. 21100 for the award of a contract to provide labor, equipment, and transportation required to deliver, stage, and install furniture not affixed to floors or apart of building within Fremont High School. Sealed Bids will be excepted on May 21, 2026, at 2:00 p.m., in the Division of Facilities, Planning, and Management of the Oakland Unified School District, 955 High Street, Oakland, CA 94601, not late submittal will be excepted. Please note, this bid will not be publicly opened. Bid results will be distributed via email notification.

Bids must be accompanied by a bidder's bond, cashier's check or certified check for TEN PERCENT (10%) of the amount of the bid. The bidder's bond or check shall be made payable to the Oakland Unified School District and shall be given as a guarantee that the bidder will enter into a contract if awarded the work, and will be declared forfeited, paid to, or retained by the District as liquidated damages if the bidder refuses or neglects to enter into a contract on the terms of the accepted proposal within ten (10) days after bidder's notification of District's acceptance of the proposal. Bidders may not withdraw bids for a period of forty-five (45) days after the date set for opening of bids.

Bids shall be made on forms prepared by the Oakland Unified School District. Bid forms, specifications can be uploaded from the OUSD home page: <https://www.ousd.org/facilities-planning-management/opportunities/contract-opportunities/bids> Further information may be obtained from Juanita Hunter, Contract Specialist, Bids, in the Facilities Planning and Management Office, phone (510) 879-2743.

The District reserves the right to accept or reject any or all bids, or any combination of bids and to waive any irregularities or informalities which may be legally waived.

Advertised (Public Contract Code §20112):

Date: (1) May 7, 2026

Dated: _____, 20__

(Name)

PARTNERSHIP:

Evidence of authority to bind partnership is attached.

Dated: _____, 20__

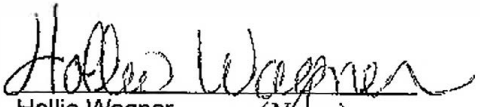
(Name)

General Partner

CORPORATION:

Evidence of authority to bind corporation is attached.

Dated: May 12th, 2026


Hollie Wagner (Name)

Vice-Pres (Chairman, Pres., or Vice-Pres.)



Leonard Adkins (Name)

Assistant Secretary (Secretary, Asst. Secretary, CFO, or Asst. Treasurer)

FINGERPRINTING NOTICE AND ACKNOWLEDGMENT

[attach form]

{SR796530}

**Fremont High School
Furniture
Installation Bid No.
21100**

23 OF 26

FINGERPRINTING NOTICE AND ACKNOWLEDGEMENT
FOR CONTRACTS OTHER THAN CONSTRUCTION CONTRACTS
(Education Code Section 45125.1)

Other than business entities performing construction, reconstruction, rehabilitation, or repair who have complied with Education Code section 45125.2, business entities entering into contracts with the District must comply with Education Code sections 45125.1. Such entities are responsible for ensuring full compliance with the law and should therefore review all applicable statutes and regulations. The following information is provided simply to assist such entities with compliance with the law:

1. You (as a business entity) shall ensure that each of your employees who interacts with pupils outside of the immediate supervision and control of the pupil's parent or guardian or a school employee has a valid criminal records summary as described in Education Code section 44237. (Education Code §45125.1(a).) You shall do the same for any other employees as directed by the District. (Education Code §45125.1(c).) When you perform the criminal background check, you shall immediately provide any subsequent arrest and conviction information it receives to the District pursuant to the subsequent arrest service. (Education Code §45125.1(a).)
2. You shall not permit an employee to interact with pupils until the Department of Justice has ascertained that the employee has not been convicted of a felony as defined in Education Code section 45122.1. (Education Code §45125.1(e).) See the lists of violent and serious felonies in **Attachment A** to this Notice.
3. Prior to performing any work or services under your contract with the District, and prior to being present on District property or being within the vicinity of District pupils, you shall certify in writing to the District under the penalty of perjury that neither the employer nor any of its employees who are required to submit fingerprints, and who may interact with pupils, have been convicted of a felony as defined in Education Code section 45122.1, and that you are in full compliance with Education Code section 45125.1. (Education Code §45125.1(f).) For this certification, you shall use the form in **Attachment B** to this Notice.
4. If you are providing the above services in an emergency or exceptional situation, you are not required to comply with Education Code section 45125.1, above. An "emergency or exceptional" situation is one in which pupil health or safety is endangered or when repairs are needed to make a facility safe and habitable. The District shall determine whether an emergency or exceptional situation exists. (Education Code §45125.1(b).)
5. If you are an individual operating as a sole proprietor of a business entity, you are considered an employee of that entity for purposes of Education Code section 45125.1, and the District shall prepare and submit your fingerprints to the Department of Justice as described in Education Code section 45125.1(a).

(Education Code §45125.1(h).)

I, as Assistant Secretary *[insert "owner" or officer title]* of School Specialty, LLC
[insert name of business entity], have read the foregoing and agree that School Specialty, LLC
[insert name of business entity] will comply with the requirements of Education
Code §45125.1 as applicable, including submission of the certificate mentioned above.

Dated: 5/18/2026

Name: Leonard Adkins

Signature: 

Title: Assistant Secretary

ATTACHMENT A

Violent and Serious Felonies

Under Education Code sections 45122.1 and 45125.1, no employee of a contractor or subcontractor who has been convicted of or has criminal proceedings pending for a violent or serious felony may come into contact with any student. A violent felony is any felony listed in subdivision (c) of Section 667.5 of the Penal Code. Those felonies are presently defined as:

- (1) Murder or voluntary manslaughter.
- (2) Mayhem.
- (3) Rape as defined in paragraph (2) or (6) of subdivision (a) of Section 261 or paragraph (1) or (4) of subdivision (a) of Section 262.
- (4) Sodomy as defined in subdivision (c) or (d) of Section 286.
- (5) Oral copulation as defined in subdivision (c) or (d) of Section 288a.
- (6) Lewd or lascivious act as defined in subdivision (a) or (b) of Section 288.
- (7) Any felony punishable by death or imprisonment in the state prison for life.
- (8) Any felony in which the defendant inflicts great bodily injury on any person other than an accomplice which has been charged and proved as provided for in Section 12022.7, 12022.8, or 12022.9 on or after July 1, 1977, or as specified prior to July 1, 1977, in Sections 213, 264, and 461, or any felony in which the defendant uses a firearm which use has been charged and proved as provided in subdivision (a) of Section 12022.3, or Section 12022.5 or 12022.55.
- (9) Any robbery.
- (10) Arson, in violation of subdivision (a) or (b) of Section 451.
- (11) Sexual penetration as defined in subdivision (a) or (j) of Section 289.
- (12) Attempted murder.
- (13) A violation of Section 18745, 18750, or 18755.
- (14) Kidnapping.
- (15) Assault with the intent to commit a specified felony, in violation of

Section 220.

- (16) Continuous sexual abuse of a child, in violation of Section 288.5.
- (17) Carjacking, as defined in subdivision (a) of Section 215.
- (18) Rape, spousal rape, or sexual penetration, in concert, in violation of Section 264.1.
- (19) Extortion, as defined in Section 518, which would constitute a felony violation of Section 186.22 of the Penal Code.
- (20) Threats to victims or witnesses, as defined in Section 136.1, which would constitute a felony violation of Section 186.22 of the Penal Code.
- (21) Any burglary of the first degree, as defined in subdivision (a) of Section 460, wherein it is charged and proved that another person, other than an accomplice, was present in the residence during the commission of the burglary.
- (22) Any violation of Section 12022.53.
- (23) A violation of subdivision (b) or (c) of Section 11418.

A serious felony is any felony listed in subdivision (c) Section 1192.7 of the Penal Code. Those felonies are presently defined as:

(1) Murder or voluntary manslaughter; (2) Mayhem; (3) Rape; (4) Sodomy by force, violence, duress, menace, threat of great bodily injury, or fear of immediate and unlawful bodily injury on the victim or another person; (5) Oral copulation by force, violence, duress, menace, threat of great bodily injury, or fear of immediate and unlawful bodily injury on the victim or another person; (6) Lewd or lascivious act on a child under the age of 14 years; (7) Any felony punishable by death or imprisonment in the state prison for life; (8) Any felony in which the defendant personally inflicts great bodily injury on any person, other than an accomplice, or any felony in which the defendant personally uses a firearm; (9) Attempted murder; (10) Assault with intent to commit rape, or robbery; (11) Assault with a deadly weapon or instrument on a peace officer; (12) Assault by a life prisoner on a non-inmate; (13) Assault with a deadly weapon by an inmate; (14) Arson; (15) Exploding a destructive device or any explosive with intent to injure; (16) Exploding a destructive device or any explosive causing bodily injury, great bodily injury, or mayhem; (17) Exploding a destructive device or any explosive with intent to murder; (18) Any burglary of the first degree; (19) Robbery or bank robbery; (20) Kidnapping; (21) Holding of a hostage by a person confined in a state prison; (22) Attempt to commit a felony punishable by death or imprisonment in the state prison for life; (23) Any felony in which the defendant personally used a dangerous or deadly weapon; (24) Selling, furnishing, administering, giving, or offering to sell, furnish, administer, or give to a minor any heroin, cocaine, phencyclidine (PCP), or any methamphetamine-related drug,

as described in paragraph (2) of subdivision (d) of Section 11055 of the Health and Safety Code, or any of the precursors of methamphetamines, as described in subparagraph (A) of paragraph (1) of subdivision (f) of Section 11055 or subdivision (a) of Section 11100 of the Health and Safety Code; (25) Any violation of subdivision (a) of Section 289 where the act is accomplished against the victim's will by force, violence, duress, menace, or fear of immediate and unlawful bodily injury on the victim or another person; (26) Grand theft involving a firearm; (27) carjacking; (28) any felony offense, which would also constitute a felony violation of Section 186.22; (29) assault with the intent to commit mayhem, rape, sodomy, or oral copulation, in violation of Section 220; (30) throwing acid or flammable substances, in violation of Section 244; (31) assault with a deadly weapon, firearm, machine gun, assault weapon, or semiautomatic firearm or assault on a peace officer or firefighter, in violation of Section 245; (32) assault with a deadly weapon against a public transit employee, custodial officer, or school employee, in violation of Sections 245.2, 245.3, or 245.5; (33) discharge of a firearm at an inhabited dwelling, vehicle, or aircraft, in violation of Section 246; (34) commission of rape or sexual penetration in concert with another person, in violation of Section 264.1; (35) continuous sexual abuse of a child, in violation of Section 288.5; (36) shooting from a vehicle, in violation of subdivision (c) or (d) of Section 26100; (37) intimidation of victims or witnesses, in violation of Section 136.1; (38) criminal threats, in violation of Section 422; (39) any attempt to commit a crime listed in this subdivision other than an assault; (40) any violation of Section 12022.53; (41) a violation of subdivision (b) or (c) of Section 11418; and (42) any conspiracy to commit an offense described in this subdivision.

ATTACHMENT B

Form for Certification of Lack of Felony Convictions

Note: This form must be submitted by the owner, or an officer, of the contracting entity before it may commence any work or services, and before it may be present on District property or be within the vicinity of District pupils.

Entity Name: School Specialty, LLC
Date of Entity's Contract with District: Award
Scope of Entity's Contract with District: FF&E for Fremont High School

I, Leonard Adkins [insert name], am the Assistant Secretary [insert "owner" or officer title] for School Specialty, LLC [insert name of business entity] ("Entity"), which entered a contract on _____, 20____, with the District for FF&E for Fremont High School

I certify that (1) neither the Entity, nor any of its employees who are required to submit fingerprints and who may interact with pupils, have been convicted of a felony as defined in Education Code section 45122.1; and (2) the Entity is in full compliance with Education Code section 45125.1, including but not limited to each employee who will interact with a pupil outside of the immediate supervision and control of the pupil's parent or guardian having a valid criminal background check as described in Education Code section 44237.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge.

Date: May 18th, 2026

Signature: 
Typed Name: Leonard Adkins
Title: Assistant Secretary
Entity: School Specialty, LLC

WORKERS' COMPENSATION CERTIFICATE

[attach form]

WORKERS' COMPENSATION CERTIFICATE
DOCUMENT 00 40 05

Labor Code Section 3700, in relevant part, provides:

"Every employer except the state shall secure the payment of compensation in one or more of the following ways:

(a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.

(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer or as one employer in a group of employers. Said certificate may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees, ... "

I am aware of the provisions of the Labor Code Section 3700 which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract. I shall supply the Owner with certificates of insurance evidencing that Workers' Compensation Insurance is in effect and providing that the Owner will receive thirty (30) days' notice of cancellation.

School Specialty, LLC

Name of Contractor



Signature

Leonard Adkins

Print Name

5/18/2026

Date

(In accordance with Article 5 (commencing at Section 1860), Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under the contract.)

DRUG-FREE WORKPLACE CERTIFICATION

[attach form]

DRUG-FREE WORKPLACE CERTIFICATION
DOCUMENT 00 42 00

The Drug-Free Workplace Act of 1990 (Government Code sections 8350 *et seq.*) requires that every person or organization awarded a contract or grant for the procurement of any property or services from any State agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract awarded by a State agency may be subject to suspension of payments or termination of the contract, or both, and the contractor may be subject to debarment from future contracting if the state agency determines that specified acts have occurred.

Pursuant to Government Code Section 8355, every person or organization awarded a contract or grant from a State agency shall certify that it will provide a drug-free workplace by doing all of the following:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions which will be taken against employees for violations of the prohibition;

(b) Establishing a drug-free awareness program to inform employees about all of the following:

- (1) The dangers of drug abuse in the workplace;
- (2) The person's or organization's policy of maintaining a drug-free workplace;
- (3) The availability of drug counseling, rehabilitation and employee-assistance programs;
- (4) The penalties that may be imposed upon employees for drug abuse Violations;

(c) Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required by subdivision (a) and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

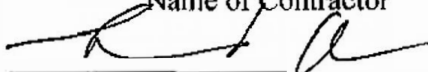
I, the undersigned, agree to fulfill the terms and requirements of Government Code Section 8355 listed above and will publish a statement notifying employees concerning (a) the prohibition of controlled substance at the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required by Section 8355(a) and requiring that the employee agree to abide by the terms of that statement.

I also understand that if the Owner determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of Section 8355, that the contract or grant awarded herein is subject to suspension of payments, termination, or both. I further understand that should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of Section 8350 *et seq.*

I acknowledge that I am aware of the provisions of Government Code Section 8350 *et seq.* and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

School Specialty, LLC

Name of Contractor



Signature

Leonard Adkins

Print Name

5/18/2026

Date

Bid Bond

BID BOND

[attach form]

{SR796530}

**Fremont High School
Furniture Installation
Bid No. 21100**

22 OF 26

BID BOND
DOCUMENT 00 40 00

Bond Number: Bid Bond

KNOW ALL MEN BY THESE PRESENTS that we the undersigned
School Specialty LLC as Principal and
Berkley Insurance Company as Surety, are hereby held and firmly bound
unto the Oakland Unified School District ("Owner") in the sum of
Ten Percent of Amount Bid Dollars (\$ 10%) for payment of which sum, well
and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors,
administrators, successors and assigns.

The condition of the above obligation is such that whereas the Principal has
submitted to the Owner a certain bid, attached hereto and hereby made a part hereof, to
enter into a Contract in writing for the construction of Bid No. 22156 Fremont High School
Modernization Project Furniture Installation in
strict accordance with Contract Documents.

NOW, THEREFORE,

- a. If said bid shall be rejected, or, in the alternative;
- b. If said bid shall be accepted and the Principal shall execute and deliver a
contract in the form of agreement attached hereto and shall execute and deliver
Performance and Payment Bonds in the forms attached hereto (all properly completed in
accordance with said bid), and shall in all other respects perform the agreement created
by the acceptance of said bid;

Then this obligation shall be void, otherwise the same shall remain in full force
and effect, it being expressly understood and agreed that the liability of the Surety for any
and all default of the Principal hereunder shall be the amount of this obligation as herein
stated.

Surety, for value received, hereby stipulates and agrees that no change, extension
of time, alteration or addition to the terms of the Contract on the call for bids, or to the
Work to be performed hereunder, or the specifications accompanying the same, shall in
any way affect its obligation under this bond, and it does hereby waive notice of any such
change, extension of time, alteration or addition to the terms of said Contract or the call
for bids, or to the Work, or to the specifications.

{SR798944} 1

OAKLAND UNIFIED SCHOOL DISTRICT
FREMONT HIGH SCHOOL
FURNITURE
PROJECT NO.

BID BOND
DOCUMENT 00 40 00

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under several seals this 15th day of May, 2026, the name and corporate party being hereto affixed and these presents duly signed by its

undersigned representative, pursuant to authority of its governing body. In the presence of:

(Notary Seal)

School Specialty LLC

(Principal)

100 Paragon Parkway, Mansfield, OH 44903

(Business Address)

Berkley Insurance Company

(Corporate Surety)

475 Steamboat Rd, Greenwich, CT 06830

(Business Address)

By: Kayla A. Woodward

Kayla A. Woodward, Attorney-in-Fact

***See Notary Acknowledgment*

The rate or premium of this bond is 0.00 per thousand, the total amount of premium charged, \$ 0.00.

(The above must be filled in by Corporate Surety).

SR79804412

OAKLAND UNIFIED SCHOOL DISTRICT
FREMONT HIGH SCHOOL
FURNITURE
PROJECT NO.

BID BOND
DOCUMENT 00 40 00

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of Missouri)

County of St. Louis)

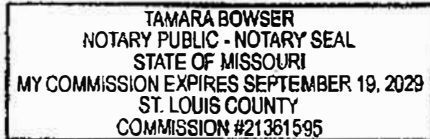
On 05/15/2026 before me, Tamara Bowser, Notary Public
Date Here Insert Name and Title of the Officer

Personally appeared Kayla A. Woodward
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Missouri that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Tamara Bowser
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document _____ Document Date _____

Number of Pages _____ Signer(s) Other Than Named Above _____

Capacity(ies) Claimed by Signer(s)

Signer's Name _____
☐ Corporate Officer—Title(s) _____
☐ Partner ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other _____

Signer's Name _____
☐ Corporate Officer—Title(s) _____
☐ Partner ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other _____

Signer Is Representing _____

Signer Is Representing _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of _____)

County of _____)

On _____ before me, _____
Date Here Insert Name and Title of the Officer

Personally appeared _____
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of _____ that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document _____ Document Date _____

Number of Pages _____ Signer(s) Other Than Named Above _____

Capacity(ies) Claimed by Signer(s)

Signer's Name _____	Signer's Name _____
☐ Corporate Officer—Title(s) _____	☐ Corporate Officer—Title(s) _____
☐ Partner ☐ Limited ☐ General	☐ Partner ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other _____	☐ Other _____

Signer Is Representing _____ Signer Is Representing _____

POWER OF ATTORNEY
BERKLEY INSURANCE COMPANY
WILMINGTON, DELAWARE

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: *DeAnna M. Maurer; Kevin McDaniel; Lauren Blair; Tamara Bowser; Roxanne Avila; Nancy Singleton; Meredith McMillen; or Kayla A. Woodward of Lockton Companies, LLC of St. Louis, MO* its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings including bid related commitments such as Consent of Surety, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed Fifty Million and 00/100 U.S. Dollars (U.S.\$50,000,000.00), to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 2nd day of May 2024.



Attest:

By

Philip S. Welt
Philip S. Welt

Executive Vice President & Secretary

Berkley Insurance Company

By

Jeffrey M. Hafter
Jeffrey M. Hafter

Senior Vice President

STATE OF CONNECTICUT)

COUNTY OF FAIRFIELD)

Sworn to before me, a Notary Public in the State of Connecticut, this 2nd day of May 2024, by Philip S. Welt and Jeffrey M. Hafter who are sworn to me to be the Executive Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

MARIA C. RUNDHAGEN
NOTARY PUBLIC
CONNECTICUT

MY COMMISSION EXPIRES 04-00-2020

Maria C. Rundhagen
Notary Public, State of Connecticut

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Witness my hand and seal of the Company, this 15th day of May 2026



Vincent P. Forte
Vincent P. Forte

Please **verify the authenticity** of the instrument attached to this power by:

Toll-Free Telephone: (866) 768-3534; or

Electronic Mail: BSGIquiry@berkleysurety.com

Any written notices, inquiries, claims or demands to the Surety on the bond attached to this power should be directed to:

Berkley Surety Group
412 Mount Kemble Ave.
Suite 310N
Morristown, NJ 07960
Attention: Surety Claims Department

Or

Email: BSGClaim@berkleysurety.com

Please include with all communications the bond number and the name of the principal on the bond. Where a claim is being asserted, please set forth generally the basis of the claim. In the case of a payment or performance bond please also identify the project to which the bond pertains.

Berkley Surety Group is an operating unit of W. R. Berkley Corporation that underwrites surety business on behalf of Berkley Insurance Company and Berkley Regional Insurance Company

STATE OF CALIFORNIA
DEPARTMENT OF INSURANCE
SAN FRANCISCO

No 07382

Amended
Certificate of Authority

THIS IS TO CERTIFY THAT, Pursuant to the Insurance Code of the State of California,

Berkley Insurance Company

of Wilmington, Delaware, organized under the
laws of Delaware, subject to its Articles of Incorporation or
other fundamental organizational documents, is hereby authorized to transact within the State, subject to
all provisions of this Certificate, the following classes of insurance:

Fire, Marine, Surety, Disability, Plate Glass, Liability,

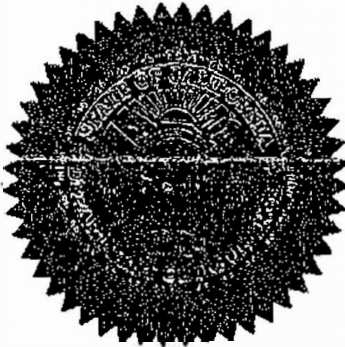
Workers' Compensation, Boiler and Machinery, Burglary,

Credit, Automobile, Aircraft, and Miscellaneous

as such classes are now or may hereafter be defined in the Insurance Laws of the State of California.

THIS CERTIFICATE is expressly conditioned upon the holder hereof now and hereafter being in
full compliance with all, and not in violation of any, of the applicable laws and lawful requirements made
under authority of the laws of the State of California as long as such laws or requirements are in effect
and applicable, and as such laws and requirements now are, or may hereafter be changed or amended.

IN WITNESS WHEREOF, effective as of the 10th
day of July, 2001, I have hereunto
set my hand and caused my official seal to be affixed this
10th day of July, 2001.



By

Harry W. Jones
Insurance Commissioner
Victoria S. Sidbury
Deputy

NOTICE:

Qualification with the Secretary of State must be accomplished as required by the California Corporations Code promptly
after issuance of this Certificate of Authority. Failure to do so will be a violation of Insurance Code Section 701 and will be
grounds for revoking this Certificate of Authority pursuant to the covenants made in the application therefor and the
conditions contained herein.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/1/2026

6/17/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies, LLC DBA Lockton Insurance Brokers, LLC in CA CA license #0F15767 500 W. Monroe, Ste. 3400 Chicago IL 60661 (312) 669-6900 midwestcertificates@lockton.com	CONTACT NAME: PHONE (A/C, No. Ext): E-MAIL ADDRESS: FAX (A/C, No):
INSURED 1416709 SSI Parent, LLC DBA School Specialty, LLC W6316 Design Drive Greenville WI 54942	INSURER(S) AFFORDING COVERAGE INSURER A: Twin City Fire Insurance Company INSURER B: Trumbull Insurance Company INSURER C: --- SEE ATTACHMENT --- INSURER D: INSURER E: INSURER F:
	NAIC # 29459 27120

COVERAGES**CERTIFICATE NUMBER:** 23645131**REVISION NUMBER:** XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y	Y	83 CES OF00AG	9/1/2025	9/1/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	Y	Y	83UENBP5WGH	9/1/2025	9/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
C	☐ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$	N	N	See Attached	9/1/2025	9/1/2026	EACH OCCURRENCE \$ 50,000,000 AGGREGATE \$ 50,000,000 \$ XXXXXXXX
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N	Y N/A	83WE BX6PK6	1/1/2026	1/1/2027	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$ \$1,000,000 E.L. DISEASE - POLICY LIMIT \$ \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Additional Named Insureds: School Specialty, LLC, SSI Parent, LLC, SSI Canada, Inc., Bird-in-Hand LLC, School Specialty Canada, Ltd, FlagHouse, LLC. Aggregate amount for all excess, including umbrella is \$50M. RE: Bid No. 22156 ; Project Name:Fremont HS Furniture.
See page 2.

CERTIFICATE HOLDER**CANCELLATION** See Attachment**23645131**Oakland Unified School District
4610 Foothill Blvd
Oakland, CA 94601

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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DIVISION OF FACILITIES PLANNING AND MANAGEMENT ROUTING FORM

Project Information

Project Name	Fremont High School CTE Classroom	Site	302
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Basic Directions

Services cannot be provided until the contract is awarded by the Board or is entered by the Superintendent pursuant to authority delegated by the Board.

Attachment Checklist	☒ Proof of general liability insurance, including certificates and endorsements, if contract is over \$15,000 ☒ Workers compensation insurance certification, unless vendor is a sole provider
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Contractor Information

Contractor Name	School Specialty LLC	Agency's Contact	Shawn Aiwohi				
OUSD Vendor ID #	003824	Title	Owner				
Street Address	100 Paragon Parkway	City	Mansfield	State	OH	Zip	44903
Telephone	925-303-0639	Policy Expires					
Contractor History	Previously been an OUSD contractor? ☒ Yes ☐ No		Worked as an OUSD employee? ☐ Yes ☒ No				
OUSD Project #	22156						

Term of Original/Amended Contract

Date Work Will Begin (i.e., effective date of contract)	06-17-2026	Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)	12-30-2026
		New Date of Contract End (If Any)	

Compensation/Revised Compensation

If New Contract, Total Contract Price (Lump Sum)		If New Contract, Total Contract Price (Not To Exceed)	\$ \$100,986.63
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Change in Price	\$
Other Expenses		Requisition Number	

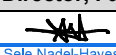
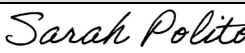
Budget Information

If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office before completing requisition.

Resource #	Funding Source	Org Key	Object Code	Amount
7710/9846	Fund 35	350-7710-0-9846-8500-4432-302-9180-9903-9999-22156	4432	\$100,986.63

Approval and Routing (in order of approval steps)

Services cannot be provided before the contract is fully approved and a Purchase Order is issued. Signing this document affirms that to your knowledge services were not provided before a PO was issued.

	Division Head	Phone	510-535-7038	Fax	510-535-7082
1.	Executive Director, Facilities				
	Signature 	Date Approved	Jun 30, 2026		
	Sele Nadel-Hayes (Jun 30, 2026 14:36:28 PDT)				
2.	General Counsel, Facilities				
	Signature 	Date Approved	6.22.26		
	Chief Systems & Services Officer,				
3.	Signature 	Date Approved	Jul 1, 2026		
	Preston Thomas (Jul 1, 2026 14:59:43 PDT)				
	Chief Financial Officer				
4.	Signature	Date Approved			
	President, Board of Education				
5.	Signature	Date Approved			