

ORANGE COUNTY DEPARTMENT OF EDUCATION

PURCHASE ORDER TERMS AND CONDITIONS

1. **DEFINITIONS:** The Orange County Superintendent of Schools, operating as the Orange County Department of Education shall be hereinafter referred to as OCDE and the Vendor - the person, firm, or corporation from whom the item(s) or service(s) has been ordered, shall be hereinafter referred to as Vendor.
2. **ACCEPTANCE OF PURCHASE ORDER:** This Purchase Order is OCDE's offer to Vendor. Acceptance is strictly limited to its terms. OCDE shall not be bound by and specifically objects to any term or condition whatsoever that is different from or in addition to the terms and conditions of this Purchase Order, whether or not such term or condition will materially alter this Purchase Order. Vendor's commencement of performance or acceptance of this Purchase Order in any manner shall conclusively evidence agreement to this Purchase Order as written.
3. **PURCHASE ORDER NUMBER:** The Purchase Order Number must appear on all invoices, packing slips, packages, and correspondences. Orders for merchandise without a written Purchase Order shall be considered unauthorized by OCDE. OCDE will not be held responsible for any item delivered without a Purchase Order.
4. **INVOICES:** Separate invoices are required for each Purchase Order. Invoices shall be submitted in triplicate, unless otherwise specified, and shall contain the following information: purchase order number, item number, item description, quantity, unit price, and extended totals for items delivered. Sales tax, where applicable, shall be shown separately. Failure to enter the above information on the invoice may cause a delay in payment. OCDE shall only pay complete invoices which have been received by OCDE within one (1) year of Vendor providing the item(s) and/or service(s) that are subject to a particular Purchase Order. Payment shall only be made after goods/services have been received and approved. OCDE shall endeavor to pay Vendor for product or service net thirty (30) days from the date of acceptance of undisputed invoice. Invoices must be mailed to the Orange County Department of Education, Attn: Accounts Payable, 200 Kalmus Drive, Costa Mesa, CA 92626.
5. **DISCOUNTS:** Please indicate discount(s) offered on the invoice. In connection with any discount(s) offered, time will be computed from date of delivery of the supplies or equipment as specified, or from the date the correct invoice(s) is received in the Accounts Payable Department if the latter date is after the date of delivery. Payment is deemed to be made, for purpose of earning discount(s), on the date of mailing the warrant.
6. **CHANGES:** OCDE shall have the right to revoke, amend, or modify this Purchase Order at any time. To the extent such change causes an increase or decrease in the cost or time required for the performance of this Purchase Order, equitable adjustments to this Purchase Order may be made. Any claim by Vendor for adjustment must be asserted within fifteen (15) days of receipt of the change. Failure to agree to an adjustment shall not excuse the Vendor from proceeding with this Purchase Order as changed, but shall time bar Vendor from presenting any further claim. Substitutions, changes, and prices other than specified must be authorized in writing in advance by OCDE.
7. **DELIVERY/SHIPPING:** All equipment, supplies, and materials, products MUST be new unless otherwise specified by OCDE. All items MUST be delivered to the location specified on this Purchase Order, unless otherwise authorized by OCDE's Purchasing Department. Vendor assumes full responsibility for all transportation, transportation scheduling, packing, handling, insurance, and other services associated with delivery of all products deemed necessary under this Purchase Order. Vendor is responsible for any and all loss or damage to the item(s) until delivered to OCDE at the F.O.B. point specified.

8. **AVAILABILITY OF FUNDS:** In the event that federal, state, OCDE or grant related funding for this Purchase Order ceases, this Purchase Order is terminated immediately without notice, without penalty to OCDE.
9. **TERMINATION:**
- A. OCDE may, by written notice stating the extent and effective date, cancel and/or terminate this Purchase Order for convenience in whole or in part, at any time. OCDE shall pay Vendor as full compensation for performance upon such termination: (1) the unit or pro rata order price for the performed and accepted portion; and (2) A reasonable amount, not otherwise recoverable from other sources by Vendor as approved by OCDE, with respect to the unperformed or unaccepted portion of this Purchase Order, provided compensation hereunder shall in no event exceed the total order price. Vendor shall have no claim for any damages, or loss of profit, arising out of any termination for convenience.
- B. OCDE may by written notice terminate this Purchase Order for Vendor's default, in whole or in part, at any time, if Seller refuses or fails to comply with the provisions of this order, or so fails to make progress as to endanger performance and does not cure such failure within a reasonable period of time, or fails to perform the services within the time specified or any written extension thereof. In such event, OCDE may purchase or otherwise secure services and, except as otherwise provided herein, Vendor shall be liable to OCDE for any excess costs occasioned OCDE thereby. If, after notice of termination for default, OCDE determines that the Vendor was not in default or that the failure to perform this Purchase Order was due to causes beyond the control and without the fault or negligence of Vendor (including, but not restricted to, acts of God or of the public enemy, acts of OCDE, acts of Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather, and delays of a subcontractor or supplier due to such causes and without the fault or negligence of the subcontractor or supplier), termination shall be deemed for the convenience of OCDE, unless OCDE shall determine that the services covered by this Purchase Order were obtainable by Vendor from other sources in sufficient time to meet the required performance schedule.
- C. If OCDE determines that Vendor has been delayed in the work due to causes beyond the control and without the fault or negligence of Vendor, OCDE may extend the time for completion of the work called for by this Purchase Order, when promptly applied for in writing by S Vendor; any extension granted shall be effective only if given in writing. If such delay is due to failure of OCDE, not caused or contributed to by Vendor, to perform services or deliver property in accordance with the terms of the Purchase Order, the time and price of the Purchase Order shall be subject to change under the Changes Article. Sole remedy of Vendor in event of delay by failure of OCDE to perform shall, however, be limited to any money actually and necessarily expended in the work during the period of delay, solely by reason of the delay. No allowance will be made for anticipated profits.
- D. The rights and remedies of OCDE provided in this Article shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Purchase Order.
- E. As used in this Article, the word " Vendor " includes Vendor and its sub-suppliers at any tier.
10. **INSPECTION AND ACCEPTANCE:** All items are subject to OCDE's inspection within a reasonable time after arrival at the ultimate destination. If upon inspection any item is found to be unsatisfactory, defective, or of inferior quality or workmanship, or fail to meet the specifications or any other requirements of this order, OCDE may return such item to Vendor at Vendor's expense. Payment for item prior to inspection shall not be construed to be an acceptance of unsatisfactory or defective item. Vendor shall reimburse OCDE for the purchase price of such returned item paid by OCDE and any costs incurred by OCDE in connection with the delivery or return of such item.
11. **CAL-OSHA:** The Vendor certifies, by shipment, that all equipment furnished under this order meets or exceeds applicable CAL-OSHA codes.
12. **MSDS:** Material Safety Data Sheets (MSDS) must accompany all hazardous substances materials and supplies.
13. **WARRANTY:** The Vendor agrees that all supplies, equipment, or services furnished under this Purchase Order shall be covered by the most favorable commercial warranties the Vendor provides any customer for such supplies,

equipment, or services, and that the rights and remedies provided therein are in addition to and do not limit any rights afforded to OCDE by any other provision of this Purchase Order.

14. **EXCUSABLE DELAYS:** The Vendor shall be excused from performance hereunder during the time and to the extent that he is prevented from obtaining, delivering, or performing by acts of God, fire, strike, lockout, or commandeering of materials, products, plants, or facilities by the government, when satisfactory evidence thereof is presented to the OCDE, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.
15. **INDEPENDENT CONTRACTOR** – Vendor is, and shall at all times, be deemed to be an independent contractor, and is not an officer, agent or employee of OCDE.
16. **DEFAULT BY VENDOR:** Failure to comply with any of the terms and/or conditions of this Purchase Order shall constitute default by the Vendor.
17. **INDEMNIFICATION:** The Vendor shall fully defend, hold harmless and indemnify the Orange County Superintendent of Schools, the Orange County Board of Education, and its officers, agents, and employees from and against any and all claims, action, liability, and costs of whatsoever kind and nature for injury to or death of any person(s) and for loss or damage of an property arising out of, or in connection with, the performance of this services under the terms of this Purchase Order by Vendor, except for injuries and damages caused by the sole negligence of OCDE.
18. **INSURANCE:** As may be required by OCDE, Vendor shall procure and maintain for the duration of the Purchase Order, at its sole expense, insurance against claims for injuries to persons or damages to property which may arise from or be connected with the products, materials, and services supplied to OCDE. Vendor's maintenance of insurance, as required by the Purchase Order, shall not be construed to limit the liability of Vendor to the coverage provided by such insurance, or otherwise limit OCDE's recourse to any remedy available at law or in equity.
19. **ASSIGNMENT:** The Vendor shall not assign, transfer, convey, sublet or otherwise dispose of this Purchase Order or any part thereof, or accruing thereunder, title or interest therein, funds to be received thereunder, or any power to execute the same without the consent in writing from OCDE.
20. **NON-DISCRIMINATION:** The Vendor shall comply with any and all applicable state, federal, and other laws that prohibit discrimination and retaliation including, without limitation, Title IV, Title VI and Title VII of the Civil Rights Act, the Americans with Disabilities Act, Section 504 of the Rehabilitation Act of 1973, and the Age Discrimination in Employment Act.
21. **FERPA (AS APPLICABLE):** If Vendor will have access to student records, Vendor agrees to comply with the Family Educational Rights and Privacy Act of 1974, and all requirements imposed by or pursuant to regulation of the Department of Education and OCDE to the end that the rights and privacy of the students enrolled in OCDE and of their parents are not violated or invaded. This assurance is given to obtain access to individual student data for the purpose of using said data to fulfill contractual obligations with OCDE. The provisions of the Family Educational Rights and Privacy Act of 1974 include, but are not limited to, ensuring that:

No identification of students or their parent/guardians by persons other than representatives of Seller is permitted;

- The individual student data will be destroyed when no longer needed for the purpose(s) for which they were obtained;
- No access to individual student data shall be granted by Consultant/Professional to any other person, persons, agency or organization without the written consent of the pupil's parent/guardian, except for sharing with other persons within the OCDE or representatives of Vendor so long as those persons have a legitimate interest in the information.

Vendor recognizes and agrees that such access will be extended in reliance on representations made in this assurance, and that OCDE shall have the right to enforcement of this assurance, or revocation of such access (including return of all physical forms of such data and destruction of all such electronic data) immediately upon evidence of noncompliance by Vendor. This assurance is binding Vendor on and such persons as may be employed by Consultant/Professional to assist in any phase of the contractual obligation to OCDE.

22. **FINGERPRINT CLEARANCE:** Vendor shall ensure that persons who perform services on OCDE's property have not been convicted of a serious or violent felony as defined in Education Code section 44830.1(c)(1), or sex offense as defined in Education Code 44011. Vendor shall be required to comply with the applicable requirements of Education Code sections 45125.1 and 45125.2 with respect to fingerprinting of employees who may have contact with OCDE's pupils and shall complete the Criminal Background Check Certification form provided by OCDE.
23. **TUBERCULOSIS EXAMINATION:** Vendor and its subcontractors shall ensure that their employees working with OCDE will provide a tuberculosis (TB) certificate of clearance prior to commencing work at an OCDE school site. Contractor will ensure that subcontractors will not place any person at a school without a valid TB certificate on file showing their employee was examined and found to be free from active tuberculosis, as defined in Education Code Section 49406.1 (a).
24. **DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS:**
Vendor certifies, to the best of his/her knowledge and belief, that the Vendor and its principals:
1. presently are not debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from any federal department or agency;
 2. within the three-year period preceding the parties entering into this Agreement have not been convicted or had a civil judgement rendered against them for (i) commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, (ii) violation of federal or state antitrust statutes, or (iii) commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making a false statement, or receiving stolen property.
 3. presently are not indicted or otherwise criminally charged by a governmental entity (federal, state, or local) with commission of any of the offences described in paragraph B or this section; and
 4. within the three-year period preceding the parties entering into this Agreement have not had one or more public transactions (federal, state or local) terminated for cause or default.
25. **ANTI-LOBBYING:** If the amount payable to the Vendor pursuant to this Purchase Order will or may be in excess of \$100,000, then the Vendor, by acceptance and fulfillment of this Purchase Order shall be deemed and construed to have thereby certified that the Seller will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee or 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 the Byrd-Anti-Lobbying Amendment (31 U.S.C. 1352). Vendor shall disclose in writing to OCDE any lobbying with non-federal funds, by or on behalf of the Vendor that takes place in connection with obtaining or attempting to obtain any federal award.
26. **CLEAN AIR ACT:** (For Purchase Orders of amounts in excess of \$100,000) (42 U.S.C. 7401 et. seq.) THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. 1251 et. seq.) The Vendor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et. seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et.seq.) Violations shall be reported to the federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
27. **RIGHT TO AUDIT-FEDERAL SPONSORING AGENCY:** (Applicable if the PO is >\$10,000, if it is established based on negotiation, and is issued using Federal Grant Funds. OCDE, the Federal Sponsoring Agency, the Comptroller

General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, or records of the Vendor which are directly pertinent to this Purchase Order for the purpose of making audits, examinations, excerpts and transcriptions.

28. **ASSEMBLY BILL NUMBER 1584 (AB 1584):** Should Vendor provide services, including cloud-based services, for the digital storage, management, and retrieval of pupil records or; provide digital educational software that authorizes a third-party provider of digital educational software to access, store, and use pupil records, Vendor shall comply with all requirements provided under Assembly Bill No. 1584.
29. **RIGHTS TO INVENTIONS:** For the performance of experimental, developmental, or research work, the federal government and OCDE shall retain rights to any resulting invention 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". The Vendor shall hold the Orange County Superintendent of Schools, the Orange County Board of Education and its officers, agents, and employees harmless from liability of any nature or kind, including costs and expenses for infringement or use of any copyrighted or non-copyrighted composition, secret process, patented or unpatented inventions, regarding any items, article or appliance furnished or used in connection with the purchase order. Vendor may be required to furnish a bond or other indemnification to OCDE against claims or liability for patent infringement.
30. **TAXES:** Vendor shall pay all contributions, taxes and premiums payable under federal, state, and local laws measured upon the payroll of employees engaged in the performance of work under this Purchase Order, and all applicable sales, use, excise, transportation privilege, occupational and other taxes applicable to materials and supplies furnished or work performed hereunder and shall save OCDE harmless from liability for any such contributions, premiums, and taxes.
31. **RECORD RETENTION:** Vendor will give OCDE, Comptroller General of the United States, and if appropriate, the state, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to this Purchase Order. When federal funds are expended by OCDE for any contract resulting from this procurement process, the Vendor certifies that Vendor will retain all records as required by 2 CFR 200.333 for a period of three (3) years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports as applicable, and all other pending matters are closed.
32. **FEDERAL FUNDS:** Any Purchase Orders issued using federal funds are in accordance with the terms of the federal grand award as described in 2 CFR Part 200 - Contract Provisions for Non-Federal Entity Contracts under Education Department General Administrative Regulations (EDGAR) regulations and other grant regulations related to written procedures for determining micro purchases (2 CFR § 200.320) , small purchase threshold (aka Simplified Acquisition Threshold) and formal purchase procedures 2 CFR §§ 200.317 – 200.326) including contract provisions/certifications including contract administration/oversight and procedures (CFR §200.318).
33. **EQUAL OPPORTUNITY AFFIRMATIVE ACTION:** Vendor shall not maintain or provide racially segregated facilities for employees at any establishment under its control. Vendor agrees to adhere to the requirements set forth in Executive Orders 11246 and 11375, and with respect to activities occurring in the State of California, to the California Fair Employment and Housing Act (Government Code section 12900 et seq.). Expressly, Vendor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, medical condition (as defined by California Code section 12925f)), marital status, age, physical and mental handicap in regard to any position for which the employee or applicant for employment is qualified, or because he or she is a disabled veteran or veteran of the Vietnam era. Vendor shall further specifically undertake affirmative action regarding the hiring, promotion and treatment of minority group persons, women, the handicapped, and disabled veterans and veterans of the Vietnam era. Vendor shall communicate this policy in both English and Spanish to all persons concerned within its company, with outside recruiting services, and the minority community at large. Vendor shall provide OCDE on request a breakdown of its labor force by groups,

specifying the above characteristics within job categories, and shall discuss with OCDE its policies and practices relating to its affirmative action programs.

34. **BUY AMERICAN. Under 7 CFR 210.21:** State agencies and school food authorities shall comply with the requirements of this part and 2 CFR part 200, subpart D and USDA implementing regulations 2 CFR part 400 and part 415, as applicable, which implement the applicable requirements, concerning the procurement of all goods and materials that are produced or manufactured in the United States and which are comprised of materials produced in the United States. The entity may waive this provision if it determines that such American goods or materials are not manufactured or produced in sufficient or reasonably available commercial quantities and not of a satisfactory quality; the cost of the acquisition is not reasonable; or the acquisition is not consistent with the public interest. This provision is not applicable to purchases that do not exceed the micro-purchase threshold.
35. **COMPLIANCE WITH LAW:** Any provision required to be included in a contract of this type by any applicable and valid federal, state or local law, ordinance, rule or regulation shall be deemed to be incorporated herein. Vendor warrants that it will comply with all federal, state, and local laws, including, but not limited to, any statute, rule, regulation, judgment, decree, order or permit applicable to its performance under this Purchase Order including any employment, health, or safety agency regulations.
36. **INTEGRATION CLAUSE:** This Purchase Order is limited to the terms and conditions contained herein. Any additional or different terms in the Vendor's forms or contracts are hereby deemed to be material alterations of this Purchase Order, and notice of objection and rejection of them is hereby given.
37. **GOVERNING LAW AND VENUE:** This Purchase Order shall be governed by the, construed and enforced in accordance with the laws of the State of California. The Superior Courts of the County of Orange shall have exclusive jurisdiction and venue over any proceedings arising out of or involving the interpretation or enforcement of, or other matters relating to this Purchase Order of the performance thereunder.
38. **ENTIREMENT AGREEMENT:** This Purchase Order is intended by OCDE and Vendor as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of their agreement. No amendment or change of any kind shall be binding upon OCDE unless previously agreed upon in writing and signed by an authorized representative of OCDE.
39. **PREVAILING WAGES:** Prevailing wages are required on all projects over \$1,000.00. All workers employed on Public Works projects must be paid the prevailing wage determined by the Director of the Department of Industrial Relations pursuant to the provisions of Articles 1 and 2 of Chapter 1, Part 7, Division II, of the Labor Code of the State of California (Labor Code Sections 1720 et seq. and implementing regulations of the Department of Industrial Relations), Title 8, California Code of Regulations, Chapter 8, Subchapter 3, commencing with Section 16000, for any "public works" (as that term is defined in the statutes), there shall be paid to each Worker of the Contractor, or any Subcontractor, of any tier, engaged in the Work, not less than the general prevailing wage rate, and not less than the general prevailing rate of per diem wages for holidays and overtime work, for each craft, classification or type of worker needed to execute the work contemplated under this Contract regardless of any contractual relationship which may be alleged to exist between the Contractor or any Subcontractor, of any tier, and such Worker. For purpose of compliance with prevailing wage law, the Contractor shall comply with provisions applicable to an awarding body. Compliance with state prevailing wage law includes without limitation: payment of at least prevailing wage as applicable; overtime and working hour requirements; apprenticeship obligations; payroll recordkeeping requirements; and other obligations as required by law.

Copies of the prevailing rate of per diem wages applicable to this Project are on file at the OCDE's office, and shall be made available to any interested party on request; or may be found on the Internet at: <http://www.dir.ca.gov/DLSR/PWD>.

The Contractor shall post at appropriate conspicuous weatherproof points on the site of the Project a schedule showing the Prevailing Wage Determinations published by the Director of the California Department of Industrial Relations, which are applicable to the Project. Contractor is responsible for ascertaining and complying with all current general prevailing wage rates for crafts and any rate changes that occur during the life of the contract; and shall ensure that the above requirements are included in all its contracts for activities for the Project. Contractor shall certify to OCDE on each Payment Request Form, that prevailing wages were paid to eligible workers who provided labor for work covered by the payment request and that the Contractor complied with prevailing wage laws. Prior to the release of any retained funds under this Agreement, the Contractor shall submit to the District a certificate signed by the Contractor performing public works activities stating that prevailing wages were paid as required by law.

Failure to comply with prevailing wage laws and/or failure to employ apprentices as required by law shall subject Contractor and/or its Subcontractors to penalties, including forfeitures and debarment under Labor Code Sections 1775; 1776; 1777.1; 1777.7 and 1813.

Nothing contained herein shall be deemed to supersede any applicable laws, orders or regulations issued by competent authority governing wages, hours of Work of the employment of labor, nor to condone any violation of such laws, orders or regulations.

40. **DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) REGISTRATION:** If any portion of the work or services to be performed by Vendor under this Purchase Order constitutes a "public work" as defined in California Labor Code section 1720(a), and payment will be made by OCDE in whole or in part out of public funds, prior to issuing this Purchase Order, Vendor shall be required to provide evidence to OCDE that Seller is currently registered with the Department of Industrial Relations ("DIR") pursuant to Labor Code section 1725.5 and such work constituting a public work shall be subject to compliance enforcement by DIR.
41. **DAVIS-BACON ACT:** Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by the OCDE must include a provision requiring contractors to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor (2 CFR, Appendix II to Part 200[D]).
42. **BYRD ANTI-LOBBYING AMENDMENT (31 U.S.C. 1352):** Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. (2 CFR, Appendix II to Part 200[I]).
43. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. 3701-3708):** Where applicable, all contracts awarded by the OCDE in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, whereby each contractor is required 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 work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. (2 CFR, Appendix II to Part 200[E]).
44. **IRAN CONTRACTING ACT:** Pursuant to Public Contract Code 2204. (a) A public entity shall require a person that submits a bid or proposal to, or otherwise proposes to enter into or renew a contract with, a public entity with respect to a contract for goods or services of one million dollars (\$1,000,000) or more to certify, at the time the bid is submitted or the contract is renewed, that the person is not identified on a list created pursuant to subdivision (b) Section 2203 as a person engaging in investment activities in Iran described in subdivision a) of Section 2202.5, or as a person described in subdivision (b) of Section 2202.5, as applicable. The state agency shall

submit the certification information to the Department of General Services.

45. **DRUG-FREE WORKPLACE REQUIREMENTS.** Pursuant to 7 CFR Part 3017, Subpart F, Section 3017.600 , the Vendor shall certify that it will provide a drug-free workplace, drug-free awareness program and make it a requirement that each employee be engaged in the performance of the grant be given a copy of the following statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Vendor's workplace and specify the actions that will be taken against employees for violation of such prohibition.