


TERM CONTRACT AWARD		CONTRACT NO: MA-IS-2340020-3	VERSION DATE
INTERNAL SERVICES DEPARTMENT		PROCUREMENT FOLDER: 2381084	
<div style="border: 1px solid black; padding: 5px;"> <p>PITNEY BOWES</p> <p>2225 AMERICAN DR</p> <p>NEENAH WI 54956</p> </div>	BUYER: Carla Leung PHONE: 323-267-2209 EMAIL: cleung1@isd.lacounty.gov		
	VENDOR NO: 008569 CONTACT: MARCIE SHELANSKY PHONE: 949-357-7437		
	FISCAL YEAR: EFFECTIVE DATE: 08/14/22 EXPIRATION: 08/13/24		

**MAILING EQUIPMENT, SUPPLIES AND MAINTENANCE**

LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY	UOM	PRICE TYPE	VALUE
1	COMMODITY CODE: 985-60-00-000592  MAILING EQUIPMENT AND RELATED PRODUCTS AND SERVICES FOR RENTAL AND MUNICIPAL LEASE. FOLDING & INSERTING MACHINES AND RELATED SUPPLIES. RENTAL OF POSTAGE METER MINIMUM TRADE DISCOUNT FOR ITEMS NOT COVERED BY NASPO CONTRACT.	0.000		DISCOUNT	17.2500 %
2	COMMODITY CODE: 985-60-00-000593  RENTAL OF MAILING AND LOGISTICS PRODUCTS. SOME DISCOUNTS MAY BE GREATER. TRADE DISCOUNT.	0.000		DISCOUNT	17.2500 %
3	COMMODITY CODE: 600-61-00-000594  PURCHASE OF MAILROOM FURNITURE. SOME DISCOUNTS MAY BE GREATER. TRADE DISCOUNT.	0.000		DISCOUNT	17.2500 %
4	COMMODITY CODE: 600-80-00-000596  PITNEY BOWES RELATED SUPPLY PURCHASE TRADE DISCOUNT.	0.000		DISCOUNT	17.2500 %
5	COMMODITY CODE: 939-52-00-000597  MAINTENANCE OF EQUIPMENT SOFTGUARD, AND SOFTWARE MAINTENANCE AGREEMENT TRADE DISCOUNT.	0.000		DISCOUNT	17.2500 %
6	COMMODITY CODE: 600-71-00-000001  MAINTENANCE OF EQUIPMENT SOFTGUARD, AND SOFTWARE MAINTENANCE AGREEMENT TRADE DISCOUNT.	0.000		DISCOUNT	17.2500 %
7	COMMODITY CODE: 600-71-00-000001  PURCHASE OF MAILING EQUIPMENT AND RELATED PRODUCTS FOR ITEMS COVERED BY NASPO CONTRACT, PRODUCTS. DISCOUNT WILL MIRROR NASPO CONTRACT	0.000		DISCOUNT	0.0000 %

_____ COUNTY OF LOS ANGELES	_____ 2-22-2023 VENDOR SIGNATURE/DATE
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LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY	UOM	PRICE TYPE	VALUE
	NASPO CONTRACT # CTR058808				

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**VENDOR NO:** 145031  
**VENDOR:** PITNEY BOWES GLOBAL FINANCIAL SERVICES LLC  
**ADDRESS:** 1305 EXECUTIVE BLVD  
SUITE 200  
CHESAPEAKE VA 23320  
**CONTACT:** KIM A DOBRINSKY  
**PHONE:** 757-963-5458

**VENDOR NO:** 127435  
**VENDOR:** PITNEY BOWES BANK INC  
**ADDRESS:** 1245 EAST BRICKYARD RD STE 250  
SALT LAKE CITY UT 84106  
**CONTACT:** SHELLEY EHOUSER  
**PHONE:** 203-922-4296

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AMENDMENT # 1

THIS AMENDMENT IS ISSUED TO:

UPDATE THE PRICE BOOK EFFECTIVE DATE IS NOVEMBER 30, 2022 PER EMAIL FROM FRANCIE V COFFEY 1/19/2023.

UPDATE THE DOCUMENTS LISTED BELOW ARE HEREBY INCORPORATED INTO THIS AGREEMENT BY REFERENCE:

- 1.) NASPO VALUE POINT MASTER AGREEMENT FOR MAILING EQUIPMENT, SUPPLIES AND MAINTENANCE CTR058808
- 2.) COUNTY OF LOS ANGELES RFQ-IS-22260526-1 PB REVISED EXCEPTIONS 07-28-2022
- 3.) ATTACHMENT 6 - NASPO ON-DEMAND SOFTWARE SUBSCRIPTION TERMS 10-28-2022
- 4.) ATTACHMENT 10 - OPTION A - NASPO STATE LOCAL LTOP LA COUNTY - NOVEMBER 2022
- 5.) ATTACHMENT 12 - OPTION C - NASPO FMV LA COUNTY NOVEMBER 2002

IN THE EVENT OF A CONFLICT, ANY INCONSISTENCY SHALL BE RESOLVED BY GIVING PRECEDENCE IN THE FOLLOWING ORDER

- (i) NASPO VALUE POINT MASTER AGREEMENT FOR MAILING EQUIPMENT, SUPPLIES AND MAINTENANCE CTR058808,
- (ii) COUNTY OF LOS ANGELES RFQ-IS-22260526-1 PB REVISED EXCEPTIONS 07-28-2022,
- (iii) ATTACHMENT 6 - NASPO ON-DEMAND SOFTWARE SUBSCRIPTION TERMS 10-28-2022,
- (iv) ATTACHMENT 10 - OPTION A - NASPO STATE LOCAL LTOP LA COUNTY - NOVEMBER 2022,
- (v) ATTACHMENT 12 - OPTION C - NASPO FMV LA COUNTY 7 NOVEMBER 2022,
- (vi) AGREEMENT MA-IS-2340020.

ALL OTHER PRICE, TERMS AND CONDITIONS TO REMAIN UNCHANGED.

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THE DOCUMENTS LISTED BELOW ARE HEREBY INCORPORATED INTO THIS AGREEMENT BY REFERENCE:

- 1.) NASPO VALUE POINT MASTER AGREEMENT FOR MAILING EQUIPMENT, SUPPLIES AND MAINTENANCE CTR058808
- 2.) COUNTY OF LOS ANGELES RFQ-IS-22260526-1 PB REVISED EXCEPTIONS 07-28-2022
- 3.) ATTACHMENT 6 - NASPO ON-DEMAND SOFTWARE SUBSCRIPTION TERMS 8-2021 (FINAL)
- 4.) ATTACHMENT 10 - OPTION A - NASPO STATE LOCAL LTOP LA COUNTY - 7 - 2022 (FINAL)
- 5.) ATTACHMENT 12 - OPTION C - NASPO FMV LA COUNTY 7 2002 (FINAL)

IN THE EVENT OF A CONFLICT, ANY INCONSISTENCY SHALL BE RESOLVED BY GIVING PRECEDENCE IN THE FOLLOWING ORDER (i) NASPO VALUE POINT MASTER AGREEMENT FOR MAILING EQUIPMENT, SUPPLIES AND MAINTENANCE CTR058808, (ii) COUNTY OF LOS ANGELES RFQ-IS-22260526-1 PB REVISED EXCEPTIONS 07-28-2022, (iii) ATTACHMENT 6 - NASPO ON-DEMAND SOFTWARE SUBSCRIPTION TERMS 8-2021 (FINAL), (iv) ATTACHMENT 10 - OPTION A - NASPO STATE LOCAL LTOP LA COUNTY - 7 - 2022 (FINAL), (v) ATTACHMENT 12 - OPTION C - NASPO FMV LA COUNTY 7 2002 (FINAL), (vi) AGREEMENT MA-IS-2340020.

THE INITIAL TERM OF THE MASTER AGREEMENT SHALL BE TWO (2) YEARS WITH THREE (1) ONE YEAR EXTENSION OPTIONS.

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COUNTY OF LOS ANGELES RFQ-IS-22260526-1 PB REVISED EXCEPTIONS 07-28-2022

Page 2, Section 1.11: Due to the nature of the products offered by Pitney Bowes, we do not provide samples.

Page 4, Section 2.6 Warranties: Added clarification to the end of the first sentence: Vendor must, at no cost to County, promptly correct any and all

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defects in the items/services provided hereunder during the warranty period.

Page 5, Section 2.9, Termination for Convenience: Added "Any lease written under this Contract will remain in full force and effect throughout the term of the lease subject to termination provisions contained within such lease".

Page 6, Section 2.14, Termination For Default: Amended the first sentence of the section to read as follows: "County may, by written notice to the Vendor, terminate the whole or any part of the Award, if, in the judgment of the County, Contractor fails to cure a breach of any of the provisions set forth below within ten (10) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such breach."

Page 6, Section 2.14.4, Termination For Default: Deleted the second sentence "Vendor will be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services." in its entirety.

Page 7, Section 2.18 Indemnification: Amended to read "Vendor must indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers (County Indemnitees) from and against any and all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), for bodily injury or tangible property damage caused by Vendor in the performance of the Award, except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnitees."

Page 10, Section 2.34 Records Retention and Audit, Federal or State Funded Purchase: Amended to read "Vendor must maintain in good and legible condition all books, documents, papers, and records related to its invoices for the performance under the Award."

Page 10, Section 2.35 Federal Earned Income Credit: Amended to read "Vendor must notify its employees that they may be eligible for the Federal Earned Income Credit under the federal income tax law."

Page 11, Section 3.3.2 Evidence of Insurance: Amended section to read as follows: Renewal Certificates must be provided to County not less than thirty (30) days after Vendor's policy expiration dates.

Page 11, Section 3.3.3 Evidence of Insurance: Amended section to read as follows: Certificates must identify all Required Insurance coverage types and limits specified herein, reference this Award by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate must match the name of the Vendor identified as the contracting party in this Award. Certificates must provide the full name of each insurer providing coverage, a list of any County required endorsement forms, and its NAIC (National Association of Insurance Commissioners) identification number, its financial rating.

Page 11, Section 3.5.2 Workers Compensation and Employers' Liability: Thirty (30) days notice of cancellation for non-payment of premium for any other cancellation or material policy change must be provided to the County. If applicable to Vendor's operations, coverage also must be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

Page 12, Section 3.7.3 Insurance Coverage Requirements for Sub-Contractors: Deleted the last sentence of the section.

Page 16, Section 13 Assignments By Vendor. For clarification, this section would not apply to the use of approved entities listed in Exhibit D - Authorized Subcontractors to the NASPO contract.

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Page 18, Section Liquidated Damages: Deleted this section in its entirety.

Page 19. Amended - COUNTY: TAKES OWNERSHIP AT DESTINATION DEPENDING ON PROCUREMENT METHOD.

Page 19. Clarification on section EQUIPMENT OFFERED MUST BE NEW, UNUSED, CURRENT MODELS.

Pitney Bowes offers new machines that are products which are manufactured from new parts and which may contain some recycled raw materials, parts or components, including serviceable used parts, which are warranted the equivalent as new. In addition, new equipment is still in its original carton and has never been used, although it may have been tested at the manufacturer's facility solely for the purpose of ensuring proper operation of machine or system integration. In addition, postage meters may not be new however, by Postal Regulation; Pitney Bowes is responsible to insure they are in proper working order.

Page 20, Property Coverage. Amended this section as follows: SUCH INSURANCE SHALL BE ENDORSED NAMING THE COUNTY OF LOS ANGELES AS LOSS PAYEE, AND SHALL INCLUDE: PERSONAL PROPERTY: MOBILE EQUIPMENT - SPECIAL FORM ('ALL RISK') COVERAGE FOR THE ACTUAL CASH VALUE OF COUNTY-OWNED OR LEASED PROPERTY. REAL PROPERTY AND ALL OTHER PERSONAL PROPERTY - SPECIAL FORM ('ALL RISK') COVERAGE FOR THE FULL REPLACEMENT VALUE OF COUNTY- OWNED OR LEASED PROPERTY.

Page 21, GENERAL INSURNACE REQUIREMENTS: Delete subsection (5) in its entirety.

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INVOICES: INVOICES SHALL BEAR UPON THEIR FACE THE PURCHASE ORDER NUMBER WHICH APPEARS IN THE UPPER RIGHT-HAND CORNER HEREOF. INVOICES MUST STATE THAT THEY COVER, AS THE CASE MAY BE, COMPLETE OR PARTIAL DELIVERY, AND MUST SHOW UNITS AND UNIT PRICES. INVOICES WILL NOT BE PAID UNLESS AND UNTIL THE REQUIREMENTS HAVE BEEN FULLY MET. WHEN PRICE SHOWN IS A DELIVERED PRICE, ALL TRANSPORTATION AND DELIVERY CHARGES MUST BE PREPAID IN FULL TO DESTINATION.

PAYMENT TERMS: PAYMENT TERMS ARE NET 30 DAYS FROM COUNTY'S RECEIPT OF A CORRECT AND PROPER INVOICE, AS PREPARED IN ACCORDANCE WITH THE TERMS HEREIN. IN NO EVENT MUST COUNTY BE LIABLE FOR ANY LATE CHARGES. INVOICES MUST ONLY BE ISSUED AFTER COUNTY'S ACCEPTANCE OF THE GOODS AND/OR PRODUCTS. DISCOUNTS MUST BE AS SET FORTH HEREIN.

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The County of Los Angeles accepts your offer to furnish our requirements (and such requirements as may be ordered by cities and /or districts indicated herein) of the listed commodity, or service, as needed, subject to conditions of the stated quotation and as provided herein. All Purchase Agreements, Purchase Orders and Contracts will be deemed to be made and entered into the State of California under the constitution and laws of this state and are to be so construed.

**PRICE GUARANTEE:** Unless otherwise provided herein, prices are maximum for the period of this agreement. In the event of a price decline, or, should you at any time during the life of this agreement sell the same material or service under similar quantity and deliver conditions to the State of California, or legal district thereof, or to any county or Municipality within the State of California at prices below those stated herein, you will immediately extend such lower prices to the County of Los Angeles.

**ATTENTION: VENDOR/DEPARTMENT - SPECIAL NOTE:** County departments are not authorized to use this agreement as a purchasing source for products not specifically covered herein. Changes of items, equipment, or modifications to prices, specifications, or conditions, etc., of this agreement can be made only by the Purchasing Agent by issuance of official amendment and in accordance with properly authorized changes agreed upon prior to consummation.

Los Angeles County will not pay for items not listed below that have not been processed in accordance with the above paragraph. Vendor will incur payment problems.

County's Quality Assurance Plan. The County or its agent will evaluate Contractor's performance under this agreement on not less than annual basis. Such evaluation will include assessing Contractor's compliance with all contract terms and performance standards. Contractor deficiencies which County's determines are severe or continuing and that may place performance of the agreement in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this agreement or impose other penalties as specified in this agreement.

#### CONTRACTOR RESPONSIBILITY AND DEBARMENT

1. A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible contractors.
2. The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the contract, debar the Contractor from bidding on County contracts for a specified period of time not to exceed 5 years, and terminate any or all existing contracts the Contractor may have with the County.
3. The County may debar a contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated any term of a contract with the County, (2) committed any act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County or any other public entity, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.
4. If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is, the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
5. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a proposed decision, which shall contain a recommendation regarding whether the contractor should be debarred, and, if so, the appropriate length of time of the debarment. If the Contractor fails to avail itself of the opportunity to submit evidence to the Contractor Hearing Board, the Contractor may be deemed to have waived all rights of appeal.
6. A record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Hearing Board.
7. These terms shall also apply to (subcontractors/subconsultants) of County Contractors.

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**PROHIBITION AGAINST USE OF CHILD LABOR**

VENDOR shall:

1. Not knowingly sell or supply to COUNTY any products, goods, supplies or other personal property produced or manufactured in violation of child labor standards set by the International Labor Organizations through its 1973 Convention concerning Minimum Age for Employment.
2. Upon request by COUNTY, identify the country/countries of origin of any products, goods, supplies or other personal property bidder sells or supplies to COUNTY, and
3. Upon request by COUNTY, provide to COUNTY the manufacturer's certification of compliance with all international child labor conventions.

Should COUNTY discover that any products, goods, supplies or other personal property sold or supplied by VENDOR to COUNTY are produced in violation of any international child labor conventions, VENDOR shall immediately provide an alternative, compliant source of supply.

Failure by VENDOR to comply with the provisions of this clause will be grounds for immediate cancellation of this Purchase Order or termination of this Agreement and award to an alternative vendor.

A. Jury Service Program.

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

Should COUNTY discover that any products, goods, supplies or other personal property sold or supplied by VENDOR to COUNTY are produced in violation of any international child labor conventions, VENDOR shall immediately provide an alternative, compliant source of supply.

B. Written Employee Jury Service policy.

1. Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. This policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

2. For purposes of this Section, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full time employee of Contractor. "Full time" means 40 hours or more worked per week, or a lesser number of hours if the lesser number is a recognized industry standard and is approved as such by the County. If Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract agreement and a Copy of the Jury Service Program shall be attached to the agreement.



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3. If Contractor is not required to comply with the Jury Service Program when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that Contractor demonstrate to the county's satisfaction that Contractor either continues to remain outside of the Jury service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.

4. Contractor's violation of this Section of the contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

#### PRICE SPECIFIC CONTRACTS AND PURCHASE ORDERS

Vendors are entitled to receive payment for goods received by, or services provided to the county specific to the Contract or Purchase Order price amount. Under no circumstances will those Suppliers, Contractors or Vendors who supply goods or otherwise contract services with the County of Los Angeles be entitled to or paid for expenditures beyond the Contract or Purchase Order amounts. Vendors are prohibited from accepting prepayment for goods or services without the express written approval of the County Purchasing Agent.

#### ASSIGNMENT BY CONTRACTOR

A. Contractor shall not assign its rights or delegate its duties under the Agreement, or both whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, County consent shall require a written amendment to the Agreement, which is formally approved and executed by the parties. Any payments by county to any approved delegate or assignee on any claim under the Agreement shall be deductible, at County's sole discretion, against the claims which Contractor, may have against county.

B. Shareholders, partners, members, or other equity holders of Contractor may transfer, sell exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Agreement, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Agreement.

C. Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without county's express prior written approval, shall be a material breach of the Agreement which may result in the termination of the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

#### DEFAULT METHOD OF PAYMENT: DIRECT DEPOSIT OR ELECTRONIC FUNDS TRANSFER (EFT)

1. The County, at its sole discretion, has determined that the most efficient and secure default form of payment for goods and/or services provided under an agreement or contract with the County shall be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).

2. The Contractor shall submit a direct deposit authorization request via the website <https://directdeposit.lacounty.gov> with banking and vendor information, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.

3. Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit shall supersede this requirement with respect to those payments.

#### FEDERAL UNIFORM GUIDELINE CLAUSE

By entering into this Contract/Purchase Order, the Contractor/Vendor agrees to comply with all applicable provisions of Title 2, Subtitle A, Chapter II, PART 200—UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS contained in Title 2 C.F.R. § 200 et seq.

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COMPLIANCE WITH COUNTY POLICY OF EQUITY

The contractor acknowledges that the County takes its commitment to preserving the dignity and professionalism of the workplace very seriously, as set forth in the County Policy of Equity (CPOE), (<https://ceop.lacounty.gov/>). The contractor further acknowledges that the County strives to provide a workplace free from discrimination, harassment, retaliation and inappropriate conduct based on a protected characteristic, and which may violate the CPOE. The contractor, its employees and subcontractors acknowledge and certify receipt and understanding of the CPOE. Failure of the contractor, its employees or its subcontractors to uphold the County's expectations of a workplace free from harassment and discrimination, including inappropriate conduct based on a protected characteristic, may subject the contractor to termination of contractual agreements as well as civil liability.