



**COUNTY OF FREDERICK, VIRGINIA**  
Finance Department (540) 665-5610

**GENERAL TERMS AND CONDITIONS for CONTRACTUAL AGREEMENTS**  
Effective: 7/1/2024

CONTRACTORS OR THEIR AUTHORIZED REPRESENTATIVES SHOULD INFORM THEMSELVES FULLY AS TO THE CONDITIONS, REQUIREMENTS, AND SPECIFICATIONS OF EACH COUNTY PROCUREMENT BEFORE SUBMITTING BIDS/PROPOSALS. FAILURE TO DO SO WILL BE AT THE CONTRACTOR'S OWN RISK AND RELIEF CANNOT BE SECURED ON THE PLEA OF ERROR.

1. **AUTHORITY:** The County has the sole responsibility and authority for negotiating, placing, and when necessary, modifying every solicitation, contract and purchase order issued by the County of Frederick, VA. The County Finance Director serves as the County Purchasing Agent. In the discharge of these responsibilities, the County Finance Director has appointed the County Purchasing Manager to assist the County Purchasing Agent. Unless specifically delegated by the County, no other County officer or employee is authorized to order supplies or services, enter into purchase negotiations or contracts, or in any way obligate the government of the County of Frederick, VA for an indebtedness. Any purchase ordered or contract made which is contrary to these provisions and authorities shall be of no effect and void and the County shall not be bound thereby.
2. **AVAILABILITY OF FUNDS:** A contract shall be deemed in force only to the extent of availability of an annual appropriation by the County for the purchase of such goods and/or services. The County's extended obligations on contracts that include funding through successive fiscal periods shall be contingent upon actual appropriations for the successive periods (additional years).
3. **AUTHORIZATION TO TRANSACT BUSINESS IN VIRGINIA:** All Contractors organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50, as amended, shall provide the identification number issued to it by the State Corporation Commission. Any Contractor that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50, as amended, or as otherwise required by law shall include in the bid/proposal a statement describing why the Contractor is not required to be so authorized.

Any business entity that enters into a contract with a public body pursuant to this chapter shall not allow its existence to lapse or its Certificate of Authority or Registration to Transact Business in the Commonwealth, if so required under Title 13.1 or Title 50, as amended, to be revoked or cancelled at any time during the term of the contract. The County may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section. Visit <https://www.scc.virginia.gov/> for more information.

4. **CHANGES TO THE CONTRACT:** The County may, upon mutual agreement with the Contractor, issue written modifications to the scope of work/specifications of this contract. No modification to the provisions of the contract shall be effective unless the modification is incorporated into the contract document.
5. **RENEWALS:** If additional terms are available, the County shall request to renew this Contractual Agreement in writing, no less than 90 days prior to the end of the initial term. Autorenewals or extending the term beyond the initial term without a written request shall not be permitted. Requests for price adjustments, in accordance with Section 6 below, must be submitted to the County 60 days prior to the end of the then current term.
6. **PRICE ADJUSTMENTS:** Increases to the agreed upon fees and/or cost for services or goods during the initial term of the contract shall be prohibited. Additionally, price increases for each renewal period cannot exceed the change of the Consumer Price Index (CPI), not seasonally adjusted for the latest twelve months, or five percent (5%) annually, whichever is less.

7. **INSURANCE:** The Contractor shall maintain adequate liability insurance, which shall protect and save harmless The County of Frederick, Virginia, and its officials from all suits and actions of every kind and description arising from injury or damage to persons and property in the prosecution of said work or in failure to properly safeguard same, and from all claims arising under the workmen's compensation laws. Following award of the contract, the Contractor shall furnish proof of said insurance prior to commencement of services. Separate forms, which name the County as additional insured and as alternate employer, must be included with the Certificate of Insurance.

The Commonwealth of Virginia requires contractors and subcontractors to obtain and maintain workers' compensation insurance while performing work on behalf for the County. Evidence of coverage needs to be provided prior to commencement of work.

Contractor shall have ten (10) days from the date of the County's request, to provide insurance documentation. Failure to provide the certificate and forms within this period may be cause for the County to award a contract to the next responsive Bidder and hold the original Contractor liable for excess costs.

8. **SMALL, WOMEN-OWNED MINORITY AND SERVICE-DISABLED VETERAN-OWNED BUSINESS REQUIREMENTS:** The County of Frederick desires to facilitate the establishment, preservation, and strengthening of small businesses and businesses owned by women, minority individuals and service-disabled veterans and to encourage their participation in the County's procurement activities. The County encourages these firms to compete and encourages non-minority firms to provide for the participation of small businesses and businesses owned by women, minority individuals and service-disabled veterans through partnerships, joint ventures, subcontracts, and other contractual opportunities. A directory of Commonwealth of Virginia Small, Women-Owned Minority and Service-Disabled Veteran-Owned businesses can be found at <https://directory.sbsd.virginia.gov>.
9. **FAITH BASED ORGANIZATIONS:** In accordance with the Code of Virginia § 2.2-4343.1, the County does not discriminate against faith-based organizations.
10. **NON-DISCRIMINATION:** By submitting a bid/proposal, bidders/offerors certify to the County that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender sexual orientation, gender identity, or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1E).

In every contract over \$10,000 the provisions in a. and b. below apply:

- a. During the performance of this contract, the contractor agrees as follows:
1. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, gender identity, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
  2. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.

3. Notices, advertisements, and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
  4. The requirements of these provisions a. and b. are a material part of the contract. If the Contractor violates one of these provisions, the County may terminate the affected part of this contract for breach, or at its option, the whole contract. Violation of one of these provisions may also result in debarment from County and State contracting regardless of whether the specific contract is terminated.
  5. In accordance with Executive Order 61 (2017), a prohibition on discrimination by the contractor, in its employment practices, subcontracting practices, and delivery of goods or services, on the basis of race, sex, color, national origin, religion, sexual orientation, gender identity, age, political affiliation, disability, or veteran status, is hereby incorporated in this contract.
- b. The contractor will include the provisions of a. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
11. **DRUG FREE WORKPLACE:** In accordance with the Code of Virginia § 2.2-4312, during the performance of this contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or Purchase Order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- For the purposes of this subsection, "A drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with this subsection, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.
12. **TAX EXEMPTION:** The County is exempt from provisions of Virginia Sales and Use Taxes and Federal Excise Taxes. Frederick County's Federal Excise Tax Exemption Number is 54-6001290.
13. **DEBARMENT STATUS:** By contracting with the County, the Contractor certifies that they are not currently debarred from participating in contracts by the County, nor are they an agent of any person or entity that is currently debarred from submitting bids or proposals on contracts by the County or any agency, public entity/locality or authority of the Commonwealth of Virginia.
14. **PAYMENT TERMS:** Payment will be authorized following receipt of a valid invoice and delivery of goods or completion of services according to specifications and subject to inspections. Payments shall be in accordance with the Acknowledgement of Payment Procedures, which can be found at [www.fcva.us/purchasing](http://www.fcva.us/purchasing).
- a. Payment terms shall be "Net 45 Days" unless otherwise negotiated between the Contractor and County. Alternate terms may be offered by Contractor for prompt payment of bills.
  - b. The payment terms stated herein must appear on the Contractor's invoice. Failure to comply with this requirement may result in the invoice being returned to the Contractor for correction.
  - c. Late payment charges shall not exceed the allowable rate specified by the Commonwealth of Virginia Prompt Payment Act. (1% per month).
  - d. If offered by the Contractor, a payment discount period shall be computed from the date of proper receipt

of a valid invoice, or from the date of acceptable receipt of the goods and/or services, whichever is latest.

15. **PAYMENT TO SUBCONTRACTORS:** In accordance with § 2.2-4354, within seven (7) days after Vendor's receipt of amounts paid by the County for work performed by a subcontractor, the Vendor shall either: a) pay the subcontractor for the proportionate share of the total payment received from the County attributable to the work performed by the subcontractor; or b) notify the County and subcontractor, in writing, of his intention to withhold all or a part of the subcontractor's payment and the reason for non-payment. The Vendor shall pay interest to the subcontractor on all amounts owed that remain unpaid beyond the seven (7) day period except for amounts withheld as allowed in item b. Unless otherwise provided under the terms of the contract, interest shall accrue at the rate of one percent (1%) per month. The Vendor shall include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements as set forth above with respect to each lower-tier subcontractor. The Vendor's obligation to pay an interest charge to a subcontractor pursuant to this provision may not be construed to be an obligation of the County.
16. **HOLD HARMLESS AND INDEMNIFICATION:** The Contractor shall defend, indemnify and hold the County, and County's employees, agents, and volunteers, harmless, from and against any and all damage claim, liability, cost, or expense (including, without limitation, reasonable attorney's fees and court costs) of every kind and nature (including, without limitation, those arising from any injury or damage to any person, property or business) incurred by or claimed against the Contractor, its employees, agents, and volunteers, or incurred by or claimed against the County, County's employees, agents, and volunteers, arising out of, or in connection with, the performance of all services hereunder by the Contractor. This indemnification and hold harmless includes, but is not limited to, any financial or other loss, any adverse regulatory, agency or administrative sanctions or civil penalties incurred by the County due to the negligent, fraudulent or criminal acts of the Contractor or any of the Contractor's officers, shareholders, employees, agents, contractors, subcontractors, or any other person or entity acting on behalf of the Contractor. Unless otherwise provided by law, the Contractor indemnification obligations hereunder shall not be limited in any way by the amount or type of damages, compensation, or benefits payable by or for the Contractor under worker's compensation acts, disability benefit acts, other employee benefit acts, or benefits payable under any insurance policy. This paragraph shall survive the termination of the contract including any renewal or extension thereof.

The Contractor agrees to defend and save the County, its agents, officials, volunteers and employees, harmless from liability of any nature or kind, for use of any copyright, composition, secret process, patented or unpatented invention, goods and/or services or appliances furnished or used in the performance of the contract, or which the Contractor is not the patentee, assignee, or licensee, to the same extent as provided in the above paragraph.
17. **CONTRACTOR'S FORMS/BOILERPLATE CONTRACTS:** All written agreements, contracts, service agreements, account applications, forms and other documents, of any nature, that the Contractor would require the County to sign in connection with any contract resulting from this procurement transaction, or the performance thereof by the Contractor, must be submitted along with the Contractor's offer. Under no circumstances shall the County be required to agree to any contractual provision (i) that would violate the Virginia Public Procurement Act or the rights granted to the County under the Constitution of Virginia (ii) that would affect the price, quality, quantity or delivery schedule for any goods or services, or (iii) that would, in the County's sole discretion, materially alter the overall combination of quality, price and various elements of required services that in total are optimal relative to the County's needs, and the Contractor shall not condition its performance or delivery upon any such agreement by the County.
18. **INTERPRETATION OF SPECIFICATIONS:** The apparent silence in the specifications and any supplemental specifications as to any detail or the omission from the specifications shall be regarded as meaning that only the best commercial practices are to prevail and correct type, size and design are to be used. All interpretations of these specifications shall be made on the basis of this statement.
19. **LAWS AND REGULATIONS:** The Contractor shall keep fully informed of all federal, state and local laws, ordinances and regulations that in any manner affect the conduct of the work. The Contractor shall at all times

observe and comply with all such laws, ordinances and regulations.

20. **GOVERNING LAW AND FORUM SELECTION:** This contract is subject to the laws of the Commonwealth of Virginia and the County of Frederick, Virginia. By virtue of entering into a contract, Contractor submits itself to a court of competent jurisdiction serving Frederick County, Virginia, and further agrees that this contract is controlled by the laws of the Commonwealth of Virginia and that all claims, disputes, and other matters shall only be decided by said court accordingly.
21. **RIGHTS UNDER ANTITRUST LAWS:** The Contractor assigns to the County any and all rights that it may have under the antitrust laws of the United States and the Commonwealth of Virginia in any way arising from or pertaining to the bid/proposal. This provision is remedial in nature and is to be liberally construed by any court in favor of the County.
22. **ETHICS IN PUBLIC CONTRACTING:** Pursuant to the Virginia Code § 2.2-4367: By submitting an offer for goods or services, the Contractor certifies that their offer is made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
23. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** The Contractor certifies that it does not and will not during the performance of this Agreement knowingly violate the provisions of the Federal Immigration Reform and Control Act of 1986, as amended, which prohibits employment of illegal aliens.
24. **ASSIGNMENT OF CONTRACT:** A Contractor may not assign or transfer this contract and/or Purchase Order in whole or in part except with the prior written consent of the County, which may be withheld in the County's sole and exclusive discretion.
25. **DEFAULT:** In event of default by the Contractor, the County reserves the right to procure the goods and/or services from other sources and hold the Contractor liable for any excess cost occasioned thereby.
26. **TERMINATION FOR CONVENIENCE:** The County may terminate a contract when funds are not appropriated for the specified goods or services or when it is determined to be in the County's best interest without providing specific cause.
27. **TERMINATION FOR CAUSE:** In the event that the Contractor shall for any reason or through any cause be in default of the terms, conditions, or obligations of the contract documents, the County may give the Contractor written notice of such default and terminate the contract. All terms, conditions, and obligations of the contract documents are considered material.

The County may, in its discretion, provide the Contractor an opportunity to cure the default, if curable, prior to termination. Unless a different duration is provided in the notice of default, or agreed upon by the parties in writing, the Contractor shall have fourteen (14) calendar days to cure the default from the date such notice is mailed to the Contractor unless notification is by electronic means (fax/email) or personal delivery, in which case the opportunity to cure shall commence upon delivery of the notice. Upon failure of the Contractor to cure the default, the County may immediately terminate the contract effective as of the mailing or delivery of the default notice. If the County terminates the contract, the Contractor shall remain liable for performance of all terms, conditions, and obligations through the date of termination. Termination by the County shall not constitute a waiver by the County of any other rights or remedies available to the County by law or contract.

In addition, failure of the Contractor to perform the obligations of the contract may result in debarment of the Contractor for a period of up to three years. Termination and/or debarment of the Contractor shall not constitute a waiver by the County of any other rights or remedies available to the County by law or contract.

28. **RIGHTS AND REMEDIES NOT WAIVED:** In no event shall a payment by the County to the Contractor or the waiver by the County of any provision under the contract, including any obligation of the Contractor, constitute or be construed as a waiver by the County of any other provision, obligation, breach of covenant, or any default which may exist under this contract on the part of the Contractor, and the making of any such payment by the County while any such breach or default exists shall not impair or prejudice any rights or remedies available to the County.
29. **SEVERABILITY:** If any provision of the Contract resulting from this Solicitation or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this contract, or the application of such provision to persons or circumstances other than those which it is invalid or unenforceable, shall not be affected, and each provision of this contract shall be valid and enforced to the full extent permitted by law.
30. **INDEPENDENT CONTRACTOR:** The Contractor and any employees, agents, or other persons or entities acting on behalf of the Contractor shall act in an independent capacity and not as officers, employees, or agents of the County.
31. **CONFLICT:** In the event of a conflict between the contract documents, including these terms and conditions and the terms of a purchase order or related document issued by the Finance Department, the contract documents shall control.
32. **CONTRACTUAL DISPUTES:** Any dispute concerning a question of fact as a result of a contract with the County which is not disposed of by agreement shall be decided by the County Administrator, who shall reduce a decision to writing and mail or otherwise forward a copy to the Contractor within ninety (90) days. The decision of the County Administrator shall be final and conclusive unless the Contractor appeals within six (6) months of the date of the final written decision by instituting legal action as provided in the Code of Virginia. A Contractor may not institute legal action, prior to receipt of the County Administrator's decision on the claim, unless the County fails to render such decision within the time specified.
  - a. Contractual claims, whether for money or other relief, shall be submitted in writing no later than sixty (60) days after final payment; however, written notice of the Contractor's intention to file such claim shall have been given at the time of the occurrence or beginning of the work upon which the claim is based. Nothing herein shall preclude a contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the goods. Pendency of claims shall not delay payment of amounts agreed due in the final payment.
33. **NON-EXCLUSIVE CONTRACT:** Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Contractor. The contract shall not restrict the County from acquiring similar, equal or like goods and/or services from other sources.
34. **RECORDS AND INSPECTION:** The Contractor shall maintain full and accurate records with respect to all matters covered under this contract, including, without limitation, accounting records, written policies and procedures, time records, telephone records, and any other supporting evidence used to memorialize, reflect, and substantiate charges or fees related to this contract. The Contractor's records shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by the County and its employees, agents or authorized representatives after giving at least three (3) days' notice to the Contractor by the County. The County shall have access to such records from the effective date of this contract, for the duration of the contract, and for five (5) years after the date of final payment by the County to the Contractor pursuant to this contract or any renewal or extension of this contract. The County's employees, agents or authorized representatives shall have access to the Contractor's facilities, shall have access to all necessary records, and shall be provided adequate and appropriate workspace, in order to conduct audits.

35. **VIRGINIA FREEDOM OF INFORMATION ACT:** Public inspection of all records is strictly governed by Code of Virginia 2.2-4342 and in accordance with the Virginia Freedom of Information Act (VA Code 2.2-3700 et seq). Any inspection of procurement transactions shall be subject to reasonable restrictions to ensure the security and integrity of the records. Cost estimates relating to a proposed procurement transaction prepared by or for a public body shall not be open to public inspection.
  
36. **ENTIRE AGREEMENT:** The contract resulting from this Solicitation and any additional or supplementary documents incorporated herein by reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this contract or any part thereof shall have any validity or bind any of the parties hereto. This contract shall not be modified, altered, changed or amended unless in writing and signed by the parties hereto.

**ADDITIONAL TERMS AND CONDITIONS for PURCHASE ORDERS**

1. The Purchase Order (“PO”) number on issued POs must be shown on all invoices, delivery memoranda, bills of lading, packages and/or correspondence; otherwise clearance for payment may be delayed.
2. Unless otherwise specified on the contract or PO, invoices are to be submitted directly to the “BILL TO” address specified on the PO. Invoices must be complete in detail and issued for each PO immediately upon completion of the shipment or services. Unless otherwise authorized, all delivery related costs are included in the purchase price. If the freight terms on the PO allow for freight to be pre-paid and added to the invoice, the original bill of lading must be attached. Order must be complete before rendering invoice. Payment will not be made until all items or services ordered are received, unless progress payments are authorized. If shipment is made by freight or express, the original, properly receipted bill of lading must accompany invoice.
3. Any additional or different terms or conditions stated in any PO or other document issued by Vendor in connection with this PO are expressly rejected by the County and will have no effect and will not, under any circumstances, be binding on the County unless otherwise agreed to by the County by separate written document.
4. **PARTIAL PAYMENTS:** Unless otherwise specified, partial payments will be made upon acceptance of materials or services so invoiced if in accordance with completion date. However, up to 5 percent (5%) of the value of the entire order may be retained until completion of contract.
5. **PAYMENT FOR EQUIPMENT, INSTALLATION, AND TESTING:** When equipment requires installation (which shall also be interpreted to mean erection and/or setting up or placing in position, service, or use) and test, and where such installation or testing is delayed, payment may be made on the basis of 50% of the contract price when such equipment is delivered on the site. A further allowance of 25% may be made when the equipment is installed and ready for test. The balance shall be paid after the equipment is tested and found to be satisfactory. If the equipment must be tested, but installation is not required to be made by the Vendor or if the equipment must be installed but testing is not required, payment may be made on the basis of 75% at the time of delivery and the balance shall be paid after satisfactory test or installation is completed.
6. **FREE ON BOARD (FOB), RISK OF LOSS, AND TITLE:** All prices are to be quoted FOB Destination. The risk of loss from any casualty, regardless of the cause, shall be on the Vendor until the items have been delivered to the place specified in the PO and accepted by the County.
7. **CHANGES BY VENDOR:** No changes, deletions, substitutions, or additions may be made by the Vendor to this PO, including these terms and conditions, without the express written approval of the County by separate document. If approved, a Change Order will be issued.
8. **INSPECTION:** The County shall have a reasonable time after receipt of items and before payment to inspect and/or test all items for conformity to this PO. Items must be strictly in accordance with the PO and shall not deviate in any way from the terms, conditions, or specifications of the contract. Partial orders will be accepted, and payment processed at the discretion of the County. If rejected, such items shall remain the property of Vendor, which shall be responsible for all costs to return rejected items. Rejected items not reclaimed by the Vendor within 90 days of notification by the County shall be considered abandoned and may be disposed of in compliance with established County policies, regulations, or guidelines for such property.
9. **GUARANTEES AND WARRANTIES:** All guarantees and warranties required shall be furnished by the Vendor and shall be delivered to the County before final payment on the contract is made. Unless otherwise stated, manufacturer's standard warranty applies.
10. **COVENANT AGAINST CONTINGENT FEES:** The Vendor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a



commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by the Vendor for the purpose of securing business. For violation of this warranty, the County shall have the right to terminate or suspend this contract without liability to the County or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

11. **VENDOR LIABLE FOR PROPERTY DAMAGE:** Vendor shall be responsible for damage to property caused by performance of this PO. Vendor shall repair to proper working order or replace to the satisfaction of the County any property damaged either directly or indirectly by Vendor's actions.
12. **FORCE MAJEURE:** Neither party shall be held responsible for failure to perform the duties and responsibilities imposed upon it by this PO if such failure to perform is due to fires, riots, rebellions, natural disasters, wars, or any act of God beyond the control of the parties, which makes performance impossible or illegal, unless otherwise specified in this PO.