

Request for Proposal #: 2023-03-002 Emergency Management Situational Awareness and Management Software System

Date of Issue: March 16, 2023

Proposal Submission Deadline: April 21, 2023 At 3:00 PM Central Time



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1.0 INTRODUCTION

The purpose of this RFP is to solicit bids from potential software solution providers to support Rice University's Crisis Management Team (CMT) with the development of an Emergency Management Situational Awareness and Management software system, including reporting & analytics, notification management, implementation, and integration into Rice's core infrastructure, case management systems and processes. This RFP includes a description of the scope of work, proposal requirements, and instructions for submitting your proposal. RFP documents are found in Rice University's Solicitation Opportunities website at https://controller.rice.edu/solicitations. Respondents must periodically review the site for potential amendments, regular updates to the RFP timeline, and other related information.

Proposals shall be submitted in accordance with the terms and conditions of this RFP and any addenda issued hereto.

2.0 PURPOSE AND BACKGROUND

William Marsh Rice University, commonly known as Rice University, is a private research university in Houston, Texas. The university is situated on a 300-acre campus near the Houston Museum District and is adjacent to the Texas Medical Center. The university enrolls 4400+ undergraduate students, 4000+ graduate students (\sim 8,565 total student population), \sim 3,500 faculty and staff for a total campus population of \sim 12,000 (including campus visitors/contractors).

3.0 GENERAL INFORMATION

3.1 REQUEST FOR PROPOSAL DOCUMENT

The RFP is comprised of the base RFP document, any attachments, and any addenda released before the Contract award. All attachments and addenda released for this RFP in advance of any Contract award are incorporated herein by reference.

RFP documents are found in Rice University's Solicitation Opportunities website at https://controller.rice.edu/solicitations. Respondents must periodically review the site for potential amendments, regular updates to the RFP timeline, and other related information.

3.2 NOTICE REGARDING RFP TERMS AND CONDITIONS

It shall be the Respondent's responsibility to read the instructions, Rice University's terms and conditions, all relevant exhibits and attachments, and any other components made a part of this RFP, and comply with all requirements and specifications herein. Respondents also are responsible for obtaining and complying with all addenda and other changes that may be issued in connection with this RFP.

If Respondents have questions, issues, or exceptions regarding any term, condition, or other sections within this RFP, those must be submitted as questions in accordance with the instructions in Section 3.4 PROPOSAL QUESTIONS. If Rice University determines that any changes will be made as a result of the questions asked, then such decisions will be communicated in the form of an RFP addendum. Rice University may also elect to leave open the possibility for later negotiation and amendment of specific provisions of the Contract that have been addressed during the question and answer period. Other than through this process, Rice University rejects and will not be required to evaluate or consider any additional or modified terms and conditions submitted with the Respondents' proposal. It will apply to any language appearing in or attached to the document as part of the Respondents' proposal that implies to vary any terms and conditions or Respondents' instructions herein or to render the proposal non-binding or subject to further negotiation. The Respondents' proposal shall constitute a firm offer. The Respondent agrees that any additional or modified terms and conditions, whether submitted purposely or inadvertently, shall have no force or effect and will be disregarded by execution and delivery of this RFP Response. Noncompliance with, or any attempt to alter or delete, this paragraph shall constitute sufficient grounds to deemed Respondents' proposal as nonresponsive.

3.3 RFP SCHEDULE

The table below shows the intended schedule for this RFP. Rice University will make every effort to adhere to this schedule.

Event D	ate and	Time (Central	Time))
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Date of Notice (RFP Issued)	March 16, 2023
Closing Date for Receipt of Written Questions	March 27, 2023
Issue Addendum (Response to Submitted Questions)	March 31, 2023
Closing Date for Receipt of Proposals	April 21, 2023
Optional Finalists Demos/Presentations (Tentative)	April 25-28, 2023
Anticipated Award Notice (Tentative)	May 5, 2023
Contract Execution	May 31, 2023

Rice University expects awarded Provider Organizations to begin services on or around July 1, 2023

3.4 PROPOSAL QUESTIONS

Upon reviewing the RFP documents, Respondents may have questions to clarify or interpret the RFP to submit the best proposal possible. Respondents shall submit any such questions by the above due date. Written questions shall be emailed to rb103@rice.edu by the date and time specified above. Respondents should enter "RFP #2023-03-002: Questions" as the subject for the email. Questions submittals should include a reference to the applicable RFP section. The university's response to questions received before the submission deadline, and any additional terms deemed necessary by the university will be posted in the form of an addendum. No



information, instruction, or advice provided orally or informally by any Rice University personnel, whether made in response to a question or otherwise in connection with this RFP, shall be considered authoritative or binding.

3.5 PROPOSAL SUBMITTAL

Proposals will be received until 3:00 PM, April 21st, 2023. All proposals shall be electronically submitted via email and adequately identified with the RFP #2023-03-002 and Emergency Management Situational Awareness and Management software system. Proposals shall be emailed to rb103@rice.edu. It is the Respondents' responsibility to ensure the proposal is received on time. Rice University reserves the right to accept or reject all or any part of any proposal, waive informalities, and award the contract to serve the university's best interest.

3.6 KEY CONTACTS

All questions concerning this RFP must be submitted in writing via email to Roshonda Baugh, Buyer, at rb103@rice.edu.

4.0 SCOPE OF WORK

4.1 ABOUT THE SYSTEM

As described in the Introduction, Purpose and Background sections, the purpose of this RFP is to solicit a product which meets specific performance narratives along with pricing information from vendors; and to provide demonstrations of software systems and/or operating platforms if requested. Rice University has set a goal of implementing an emergency management software that allows the Crisis Management Team (CMT) situational awareness of incidents and events. The system must provide the CMT the ability to view, interact, and potentially direct emergency management activities as necessary. The system must allow information sharing and via a remote hosting solution provided by the selected vendor. The systems must allow for simple integration and accessibility by users, and have the ability to share maps, reports, and documents developed on standard software industry commercial off-the-shelf products.

4.2 SYSTEM REQUIREMENTS

Rice University requires at least the following services and the successful respondent must meet the following standards:

A. SYSTEM GENERAL FEATURES

- 1. The system must be applicable for use in:
 - a. All-hazards response
 - b. Special events
 - c. Planned events
- 2. The system must be or have:



- a. The ability to maintain a library of ICS forms and the ability to easily store documents in a cloud or server-based environment
- b. An easy to use interface with graphic user interface technology.
- c. A robust exercise function that can be utilized concurrently to daily operations or incidents with system degradation.
- d. Provides a method for development of predefined templates for various incidents/events (Standard ICS forms, plan development, or checklists).
- e. A method that supports the development and integration of contact lists/personnel databases.
- f. Provides the means for collecting historical and predictive data for risk assessment and mitigation.
- g. Supports critical infrastructure tracking and damage assessment reporting.
- h. Supports the execution and task tracking of emergency operations procedures, checklists, notifications, etc.
- i. Product will provide for management of personnel, equipment, and supply management and tracks resource requests.
- j. Will allow for sharing of screens and remote login capability.
- k. Product provides for the generation of standard reports, single click downloading of reports, email sharing of reports, and method to share reports.
- 1. Accommodate entry and tracking of incident/event logs providing date stamp of entry.

B. SYSTEM CAPABILITIES

- 1. The product proposed by the submitting vendor must have the following features and specifications ready for use upon software installation with a minimal amount of set up:
 - a. User Interface.
 - b. System must be able to support web, cloud, or server deployment and allow for remote access.
 - c. Be structured to support the key functional roles with an ICS organizational structure. Those roles are identified as:
 - 1. Incident Commander
 - 2. Public Information Officer
 - 3. Liaison Officer
 - 4. Safety Officer
 - 5. Operations Section
 - 6. Logistics Section
 - 7. Finance and Administration Section
 - 8. Planning Section
 - d. Structured to easily support the management of different types of incidents/events and provide linkage between multiple incidents and events.
 - e. Structured to easily support and move between incidents in order to manage varying levels of events from multi-agency, multi-operation catastrophic events or incidents to nominal incident activities.



- f. Supports the development and integration of standard operating procedures and checklists.
- g. Interface must be user friendly, intuitive, and with minimal distractions on the opening screens.
- h. Provides predefined templates for various incidents/events (Standard ICS forms, plan development, or checklists).
- i. Supports the development and integration of contact lists/personnel databases.
- j. Allow users to subscribe to system alerts for new posts and file changes
- k. Provide for a mobile application for all levels of operations
- 1. Provides Situation Center functionality to tablets and smartphones
- m. Manage an incident from any location
- n. Ability to create live interactions and groupings of discipline-oriented workgroups and team members
- o. Ability to track and manage resources
- p. Ability for leadership group to monitor progress and direct resources through a full context dashboard.

C. SYSTEM SPECIFIC FEATURES

- 1. The selected system must have or will be able to activate with minimal programming:
 - a. A robust exercise function that can be utilized concurrently to daily operations or incidents with system degradation.
 - b. Critical infrastructure tracking and damage assessment reporting.
 - c. Daily tracking/availability of resources by type and facility and have functionality to integrate/display commodity or resource spreadsheets across the platform.
 - d. Must have a centralized time-stamped message log.
 - e. Post messages and files to the event log from the incident scene.
 - f. Have capability to attach any type of file to log entries.
 - g. Send and track alerts.
 - h. Have an integrated secure real-time chat feature.
- 2. Have a "Real Time" Dashboard Feature with
 - a. Color-coded visual progress indicators
 - b. Capability to view multiple command rooms across different departments and locations
 - c. At-a-glance status of alerts, responses, tasks and log entries
- 3. Ability to develop templates
 - a. Ability to customize templates.
 - b. Ability to pre-define plans, files, messages, tasks and people for different scenarios.
 - c. Ability to create a customized command room with simplicity.
- 4. Reporting and Records functions



- a. Automatic time-stamped audit record of log entries, alerts and responses, file activity, and user activity
- b. Export data to your preferred reporting tool
- c. Archive incident records

D. SYSTEM ADMINISTRATOR INTERFACE

1. Integration

- **a. Defined:** For the purposes of the request for proposal 'integration' is defined as the ability to access software products, utilize software products, post and display documentation generated via a third-party software application, operate within third party software applications, or display software via the selected system.
- b. The selected vendor will not be required to integrate their software with a competing emergency management system or similar product nor divulge proprietary coding.

2. System Integration:

a. The selected system will allow for the efficient and effective integration for systems and data sets mutually agreed upon by the vendor and the system administrator.

3. General Administration:

- a. Must be cloud based and have cloud-based storage.
- b. Must have information backed up for disaster recovery and cybercrime recovery purposes.
- c. Must be capable of access from multiple operating system mobile phone, mobile Internet devices, as well as computers.
- d. Must have both iPhone and Android capable mobile apps
- e. Support robust mapping of incident and event activities, resources, needs, and status.
- f. Easy to establish data links to external organizations, IT platforms, and departments on an as needed basis

4. Role Assignment

- a. The selected system must allow for smooth assignment of user roles.
- b. User roles will be defined by leadership and agreed upon with the vendor.

5. System Security

- a. Must be Secure Socket Layer encrypted.
- b. Must have an easy to use software update feature to enhance overall functionality and features.
- c. Access only by authenticated users via encrypted passwords.

E. SYSTEM MAINTENANCE AGREEMENT CRITERIA

1. The selected system must also meet the following criteria:



- a. 100% availability of the system 24/7.
- b. Vendor shall provide for an agreed upon process for downtime during which the system is not available for maintenance.
- c. An agreed upon guaranteed level of bandwidth to cater for all users and all partners integrated with the software?
- d. Provide the maximum number of concurrent users of the system.
- e. Provide the maximum number of concurrent users beyond which you will not guarantee the same level of availability and response speed answered above.
- f. Describe your monitoring procedures for the Incident Command Software.
- g. Specify your average frequency of outage, mean time between failures and average time to repair for the previous 5-year period.
- h. Vendor support Service Level agreements at the hardware, operating system, database and application layers.
- i. Describe your remedy policy should you not meet agreed-to Service Levels.

F. SYSTEM IMPLEMENTATION

- 1. Indicate the typical time duration from contract-execution to go-live.
- 2. Describe your policy for placement of on-site and off-site support personnel during the implementation process.
- 3. List number, levels of staff and rates that are involved in an implementation of your product.
- 4. The selected vendor will provide a project plan for the implementation of your product.

G. APPLICATION SUPPORT

- 1. Describe the arrangements you would propose for providing maintenance and support services for your product.
- 2. Verify whether you provide an ongoing monitoring service for system availability.
- 3. Provide full details of your help policy, escalation procedures, priority levels and resolution mechanisms.
- 4. Provide timings that can be expected for:
 - a. Preventive maintenance;
 - b. Guaranteed and average response to software failure (e.g., account representative response with action plan);
 - c. Guaranteed and average "fix" time of software failure;
 - d. Indicate your Service Level Agreement on first call resolution;
 - e. Describe how you assist with remote support using the Internet, dial-up facilities or other means;
 - f. Describe telephone support services provided (24 x 7, 8 x 5, etc.), the number of support personnel that will be made available and the type of assistance available during these time frames;
 - g. State how system bug fixes, patches, software updates etc. are supplied. Describe your release frequency.



H. DATA OWNERSHIP AND SECURITY

- 1. Indicate whom you regard as the owner of the application data;
- 2. Indicate whether there is a fee structure based on frequency of client access to the application data;
- 3. Indicate whether tools are provided, such as: data dictionaries and queries, to enable your clients to access the data;
- 4. Indicate whether you use client data for any purpose other than application support, maintenance or upgrade;
- 5. In the event of product upgrade, please indicate who is financially responsible for corresponding upgrades to interfaces your clients have in place for data access.
- 6. Describe how the application data is secured;
- 7. Indicate whether the data of different clients reside on shared physical volumes. If so, how is data segregation assured;
- 8. Confirm you currently have Business Associate Agreements for HIPAA compliance;
- 9. Indicate whether your product provides a security utility to enable appropriate segregation of data access based on user profile.

I. TRANSITION OF SERVICES UPON TERMINATION OF AGREEMENT

Describe your transition services for clients upon termination of agreement and subsequent transition of client to new solution - including assistance in migration of data.

J. SUPPORT OF VARIOUS CLIENT PLATFORMS

- 1. Describe in detail how you support mobile devices such as Blackberry, Smartphone, and Tablet access to your product.
- 2. B. Indicate whether there is a separate fee for the support of handheld access to your system. If yes, please elaborate.

K. TECHNICAL REQUIREMENTS FOR CLIENT

Please list hardware, software and network requirements for clients to use your proposed software solution

L. TRAINING AND DOCUMENTATION

- 1. Indicate how you will provide:
 - a. Check list of key processes or planning tools that must be defined or completed by users prior to starting the integration of the program;
 - b. Road map for the university can successfully roll out the software;
 - c. Training for system administrators on program use, program security protocols and management oversight;
 - d. Orientation training for new users showing the features and best practices for using this software;
 - e. Assist the Area partners begin a "user group" for mentoring on system use:
 - f. Indicate how you will provide the following "leave behind" support tools:



- g. A written or online tutorial;
- h. Online help (context sensitive);
- i. A demo version (sandbox);
- j. Video or CBT training;
- k. List all operational, technical and development documents provided with your product;
- 1. Indicate whether there is an extra fee for the documentation.

M. VENDOR CAPABILITIES AND EXPERIENCE

- 1. Vendor should describe the aggregate development experience of its development and implementation team.
- 2. Vendor should demonstrate the ability and past projects of implementing crisis management platforms.
- 3. Vendor should demonstrate the capability of providing on-site implementation, roll-out, and transition support team tasks and activities.

N. PRICING ESTIMATE

- 1. Vendor must provide their best estimated pricing per user or license.
- 2. The cost should include the cost of implementation and support.
- 3. The vendor should also provide a cost estimate structure for customization.
- 4. Based on the project information provided, describe the cost to complete this project, include, any travel, mileage, lodging, and any other expenses.

5.0 REQUIREMENTS

5.1 PROPOSAL CONTENTS

Proposals should provide a concise but complete description of the respondent's ability to meet the requirements of the RFP. Proposals should be identified with the name of the respondent and RFP # 2023-03-002. The requirements for a complete proposal to be considered are:

Proposals must be organized into the following sections:

A. Respondent Organization – up to two (2) pages

Provide information summarizing:

- Structure of Provider Organization (e.g., nonprofit, for-profit)
- Employer Identification Number (EIN)
- Services currently offered by Respondent and population(s) served
- Experience providing services similar to or relevant to those in this Program
- Names and contact information for two(2) references familiar with the work of the organization. If the applicant plans for subcontractor(s) to provide some of the services, this information must be provided for all subcontractors.

B. Program Narrative – up to six (6) pages



A narrative description of how the respondent will manage all aspects of the emergency call center described in Section 4.0 SCOPE OF WORK. Respondents may provide additional information or recommendations relevant for consideration in the university's determination of award of the contract(s). The Program Narrative should be organized using the same sections in this RFP.

C. Cost Proposal & Billing Cost Proposal

Note: All costs are included in the fees for services proposed, and there will be no additional expenses billed to Rice University for any reason.

Based on the project information provided to date, briefly describe the cost to complete this project, include, and travel, mileage, lodging, and any other expenses.

A rate increase request will be considered at each contract renewal date. No increase will exceed 3% without prior approval from the university. Any other price increases for years two through five, due to change in scope of work, will require a waiver from the university.

Respondents must be able to provide evidence of their financial ability to perform the terms and conditions of the contract. Each respondent must include independently audited financial statements (not annual reports) for the last three years of operations. If a respondent is not required to have audits performed, a statement to that effect must be included with the cost proposal. If a respondent is not required to have independent audits performed, other evidence of financial ability to perform this project must be included. In addition, information as described above must be submitted for major subcontractors. If the respondent proposes to subcontract any portion of the work required under the contract and the subcontractor will be paid more than \$100,000, the respondent must include the same financial information for each proposed subcontractor as is required in this section for the respondent.

Describe billing system(s).

The payment terms for a purchase order are Net 30 days from receipt of an invoice. Payment terms can be negotiated if the respondent offers a discount for early payment. The successful Respondent shall not invoice for any amounts not explicitly allowed for in this RFP.

Invoices must be submitted directly to <u>payment@rice.edu</u>.

The university reserves the right to change requirements at any time during the process provided the changes are justified and that modifications would not materially benefit or disadvantage a respondent. Any modifications and/or amendments to the RFP will be made prior to receipt of proposals and all potential respondents made aware of the changes. Additionally, the modifications and/or amendments will be posted on the university's website.

5.2 CONTRACT FORM AND TERM



The preferred form of the contract between Rice University and the successful Respondent is the Rice Professional Services Agreement (copy attached). The university seeks to award contracts for call center services on a "per event" basis.

The contract's initial term is for the scope of the project but may have an extended term for one year with three one-year optional renewals as agreed upon by Rice University and successful Respondent.

Submission of proposals indicates acceptance of all conditions contained in this RFP.

6.0 METHOD OF AWARD AND EVALUATION

6.1 EVALUATION CRITERIA

Following the deadline for submittals, a selection committee will review the submitted proposals. The selection committee will review, analyze, and rank all submittals based on their response to the information requested. The selection process will include the following criteria in the evaluation of proposals. These criteria are not necessarily listed in order of importance.

- Proposed Cost
- Experience and qualification of the firm
- Understanding of the proposed project plan
- Implementation Plan to meet University's need for a July 1 rollout
- Overall proposal and completeness

6.2 METHOD OF AWARD

All qualified proposals will be evaluated, and award(s) will be made to the Respondent(s) meeting the RFP requirements, and best fits the needs of the university. Rice University reserves the right to finalize a contract with one or more firms based on all factors involved in the written qualification submittal without further discussion or interviews. Proposals will generally be evaluated according to completeness, content, and experience with similar projects, the Respondent and its staff's ability, and cost. Respondents are cautioned that this is a request for offers, not an offer or request to contract, and the university reserves the unqualified right to reject any and all offers at any time if such rejection is deemed to be in the best interest of the university.

7.0 GENERAL TERMS AND CONDITIONS

1. READ, REVIEW AND COMPLY: It shall be the Respondent's responsibility to read this entire document, review all enclosures and attachments, and any addenda, and comply with all requirements specified herein, regardless of whether appearing in these Instructions to Respondents or elsewhere in this RFP document.



- 2. LATE PROPOSALS: Late proposals, regardless of cause, may not be considered, and can be automatically disqualified from further consideration. It shall be the Respondent's sole responsibility to ensure the timely submission of proposals.
- 3. HISTORICALLY UNDERUTILIZED BUSINESS: Rice University is committed to retaining vendors from diverse backgrounds. It invites and encourages participation in the procurement process by businesses owned by minorities, women, disabled, disabled business enterprises, and non-profit work centers for the blind and severely disabled. In particular, Rice University encourages participation by Vendors certified by the State Office of Historically Underutilized Businesses, as well as the use of HUB-certified vendors as subcontractors.
- 4. CONFIDENTIAL INFORMATION: To the extent permitted by applicable statutes and rules, Rice University will maintain as confidential trade secrets in its proposal that the Vendor does not wish disclosed. As a condition to confidential treatment, each page containing trade secret information shall be identified in boldface at the top and bottom as "CONFIDENTIAL" by the Respondent, with specific trade secret information enclosed in boxes, marked in distinctive color or by similar indication. Cost information shall not be deemed confidential under any circumstances. Any material labeled as confidential constitutes a representation by the Respondent that it has made a reasonable effort in good faith to determine that such material is, in fact, a trade secret. Respondents are urged and cautioned to limit the marking of information as a trade secret or as confidential as possible. If legal action is brought to require the disclosure of any material so marked as confidential, the university will notify Respondent of such action if feasible to allow Respondent to defend the confidential status of its information.
- 5. MISCELLANEOUS: Any gender-specific pronouns used herein, whether masculine or feminine, shall be read and construed as gender-neutral. The singular of any word or phrase shall be read to include the plural and vice versa.
- 6. INFORMAL COMMENTS: Rice University shall not be bound by informal explanations, instructions, or information given at any time by anyone on behalf of the university during the competitive process or after award.
- 7. COST FOR PROPOSAL PREPARATION: Any costs incurred by Respondents in preparing or submitting offers are the Respondents' sole responsibility; Rice University will not reimburse any Respondent for any costs incurred or associated with the preparation of proposals.
- 8. SITUS AND GOVERNING LAWS: This Contract is made under and shall be governed and construed in accordance with the laws of the State of Texas, without regard to its conflict of laws rules, and within which State all matters, whether sounding in Contract or tort or otherwise, relating to its validity, construction, interpretation, and enforcement shall be determined.
- 9. PAYMENT TERMS: If a payment schedule is not part of The Contract then payment terms will be Net 30 days after receipt of a correct invoice or acceptance of goods or services, whichever is later. Unless the respondent offers discount terms for early payment and agreed by the university.
- 10. NON-DISCRIMINATION: The Respondents will take necessary action to comply with all Federal and State requirements concerning fair employment and employment of people with disabilities, and concerning the treatment of all employees without regard to



- discrimination on the basis of any prohibited grounds as defined by Federal and State law.
- 11. ADVERTISING: Respondents agree not to use the existence of The Contract or the name of Rice University as part of any commercial advertising or marketing of products or Services. A Vendor may inquire whether the university is willing to act as a reference by providing factual information directly to other prospective customers.
- 12. INSURANCE: COVERAGE During the term of the Contract, the Successful Respondent, at its sole cost and expense, will be required to submit a Certificate of Insurance to execute a contract. Note the insurance coverages required will be included in the final service agreement.
- 13. GENERAL INDEMNITY: Successful Respondent shall indemnify, hold harmless, protect and defend Rice and its trustees, officers, employees and representatives (the "Indemnified Parties") for, from and against any and all demands, claims, suits, damages, losses, liabilities, costs and expenses, including, but not limited to, court costs and attorneys' fees (the "Indemnified Matters"), of any nature whatsoever (including, but not limited to, damage to or loss of property, bodily injury or death), directly or indirectly arising out of or in connection with the performance of Consultant's obligations under the Agreement.
- 14. CONFIDENTIALITY: Any Rice University information, data, instruments, documents, studies or reports given to or prepared or assembled by or provided to the Respondent under The Contract shall be kept as confidential, used only for the purpose(s) required to perform The Contract and not divulged or made available to any individual or organization without the prior written approval by Rice University.
- 15. COMPLIANCE WITH LAWS: Respondents shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business and its performance in accordance with The Contract, including those of Federal, State, and local agencies having jurisdiction and/or authority.
- 16. AMENDMENTS: This Contract may be amended only by a written amendment duly executed by Rice University and the Successful Respondent.
- 17. FORCE MAJEURE: Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations as a result of events beyond its reasonable control, including without limitation, fire, power failures, any act of war, hostile foreign action, nuclear explosion, riot, strikes or failures or refusals to perform under subcontracts, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.