

**BNSF Railway Company  
Strategic Sourcing and Supply  
General Terms and Conditions of BNSF-Issued  
Request for Proposal, Request for Quote, or Request for Information**

**1. General Terms and Conditions**

The following are BNSF Railway Company general terms and conditions that apply to all requests issued by BNSF for Proposals (RFP), Quotes (RFQ), or Information (collective known as "Requests"). All Suppliers receiving a Request or contemplating responding to any Request will be obligated to abide by these terms and conditions throughout the Request process.

In the event any of these terms and conditions conflict with those specifically included on any Request, the terms of the Request shall control.

**2. Terms of Negotiation**

Supplier's response to this Request indicates its understanding and agreement that the Request is not an offer to contract by BNSF to Supplier and neither the Request nor the response constitutes a contract between Supplier and BNSF. BNSF reserves the right, in its sole discretion, to reject or to disqualify Proposals and select Suppliers without explanation. In addition, BNSF retains the right to withdraw this Request any time, to select or not select a supplier and to modify the terms of the Request without explanation. Only the execution of a written agreement between BNSF and a provider will obligate BNSF in accordance with the terms and conditions contained in such agreement.

**3. Confidential Information**

**BNSF Proprietary Information:** Supplier shall not use Proprietary Information for any purpose other than performing Services under this Request for Proposal. All tangible Proprietary Information in Supplier's possession or control shall be promptly returned to BNSF on request or upon termination of this Proposal, whichever first occurs.

Supplier must return any material provided by BNSF upon request by BNSF.

All proposals and materials submitted by the Supplier become the property of BNSF.

In the event Supplier believes any materials included in the proposal are confidential or proprietary, the proposal must be so noted. Supplier agrees that, unless an option, scenario, opportunity, idea or process included in its proposal, is clearly identified as proprietary to Supplier AND meets the generally accepted criteria which give rise to intellectual proprietary rights, Supplier will not be entitled to claim any compensation of any nature if said option, scenario, opportunity, idea or process is later used or implemented by BNSF.

**4. Proposal Preparation**

**Proposal Costs** – Any resources expended by Supplier in responding to this Request, including any costs incurred in proposal preparation, product demonstrations, presentations or site visits are the sole responsibility of the Supplier.

**Proposal Format** - Suppliers shall furnish all the information required by the Request in the format set forth in the Proposal Content and Format section. Failure to do so may be grounds for disqualification of Supplier's Proposal.

**5. Safety Practices**

Supplier must abide by all current and future BNSF policies, practices and procedures as they relate to health and safety while on BNSF property including those that are office/shop specific.

## **6. Equal Opportunity Employer**

BNSF is an Equal Opportunity Employer. BNSF's policy is to provide equal opportunities to applicants and employees in all aspects of employment without regard to age, ancestry, color, disability, marital status, medical condition, national origin, pregnancy, race, religion, sex and/or sexual orientation. Supplier must also be an Equal Opportunity Employer and follow the same policy.

## **7. Applicable Law**

The laws of Texas shall govern this process.