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July 6, 2007

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090001-EI

Ms. Ann Cole, Director  
Division of Commission Clerk  
and Administrative Services  
Florida Public Service Commission  
2540 Shumard Oak Boulevard  
Tallahassee, Florida 32399-0850

Re: Fuel and Purchased Power Cost Recovery Clause with Generating Performance  
Incentive Factor; FPSC Docket No.070001-EI

**CONFIDENTIAL DOCUMENT ENCLOSED**

Dear Ms. Cole:

We submit on behalf of Tampa Electric Company a single confidential draft of a Solid Fuel Transportation Request for Proposals. This filing is being accompanied by a Notice of Intent to Seek Confidential Classification and Request for Temporary Protective Order being separately filed this date with your office.

Please acknowledge receipt and filing of the above by stamping the duplicate copy of this letter and returning same to this writer.

Thank you for your assistance in connection with this matter.

Sincerely,

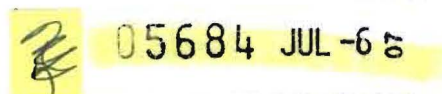
  
James D. Beasley

**DECLASSIFIED**

JDB/pp  
Enclosure

cc: All parties of record (w/o enc.)

DOCUMENT NUMBER-DATE



FPSC-COMMISSION CLERK

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**Draft  
Solid Fuel Transportation  
Request For Proposals**

DOCUMENT NUMBER - DATE

05684 JUL-68

FPSC-COMMISSION CLERK

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**Section I – RFP Overview****Introduction and Objective**

Tampa Electric Company ("Tampa Electric") is in need of transportation services for the movement of solid-fuel from various origins to its generating stations beginning on January 1, 2009. Tampa Electric has two solid fuel-fired generation sites on its generation system: Big Bend and Polk Stations. Big Bend Station is located in Apollo Beach in Hillsborough County, Florida. Big Bend Station receives solid fuel via ocean going barges from both domestic and foreign sources. Currently, there are no rail facilities on-site. However, there are terminals near Big Bend Station that have the ability to receive solid fuel by rail.

Big Bend Station produces over 1,700 MW and is comprised of four pulverized coal units. Big Bend Station burns approximately 4.2 million tons per year of predominantly high sulfur, Illinois Basin coal. Sulfur dioxide emissions are controlled by the use of flue gas desulfurization systems ("scrubbers"). Tampa Electric is in the process of installing selective catalytic reduction ("SCR's") system on all units to control NOx emissions. In 2009, two units will have SCR's while the other two units SCR's will be installed in 2009 and 2010.

Polk Unit 1 is a 250 MW IGCC power plant and Polk Units 2 through 5 burn natural gas. Polk Unit 1 has the ability to burn a wide variety of coals. Currently Polk Unit 1 burns approximately 650,000 tons per year of petroleum coke and lower sulfur coal in a 60 percent petroleum coke and 40 percent low sulfur coal blend. Tampa Electric has conducted test burns and is seeking approval to increase the percentage of petroleum coke in its solid-fuel blend. Solid-fuel used at Polk is currently blended on-site at Big Bend Station and trucked approximately 35 miles to Polk Station.



This section provides an overview of the information contained in this Request for Proposals ("RFP"). Included in this section is a schedule of critical dates for respondents.

The overriding objective of this Tampa Electric RFP is to solicit competitive bids to provide cost-effective transportation services for the movement and storage of solid-fuel for use at Polk and Big Bend generating stations. The terms "bid," "offer" and "proposal" are used interchangeably herein and are intended to have the same meaning.

Transportation services are being requested for the following segments:

- (i) River transportation services for the movement of solid fuel from various supply sources convenient to terminals along the U.S. Gulf of Mexico;
- (ii) Solid fuel terminal and transloading services in the U.S. Gulf of Mexico or Mid Atlantic area of the United States. The services requested herein shall include unloading solid fuel from river barges or import vessels and transfer either to ground storage and then to ocean-going vessels or directly to ocean-going vessels for shipment to Tampa Electric's generating stations;
- (iii) Ocean transportation services from the various ports along the U.S. Gulf of Mexico or Mid-Atlantic area or to Tampa Electric's generating stations near Tampa, Florida. Alternative origins may occur during the term of this agreement;
- (iv) Ocean transportation services from various ports in South America to Tampa Electric's generating stations near Tampa, Florida; and
- (v) Rail transportation services from mines throughout the Illinois Basin and Northern Appalachian regions to either terminals, convenient to locations listed above, Rockport, Kinder Morgan's Tampaplex Terminal or directly to Big Bend Station in the event rail facilities are constructed.

Tampa Electric favors alternatives that provide the best value to its customers based on cost, reliability and flexibility. Tampa Electric reserves the right, at its discretion, to cancel, modify or withdraw this RFP, to reject any and all responses, and to terminate negotiations at any time during this process.

Tampa Electric invites proposals from all potential suppliers that are capable of satisfying the conditions of this RFP, ("Respondents"). The RFP process should give all parties considering projects that can enhance Tampa Electric's solid-fuel transportation diversity lead-time to develop those projects on a schedule that would allow such projects to be proposed, evaluated, and, if selected, constructed and placed in operation in the required time period.

Tampa Electric has a need for solid fuel transportation services commencing in 2009 and has determined that the most cost-effective option is to solicit proposals from the open market.

This request for transportation services is without preference for integrated or non-integrated transportation services. Tampa Electric will consider awarding this business to more than one transportation provider.

Should Tampa Electric's incumbent carrier(s) wish to continue providing transportation services to Tampa Electric, the incumbent carrier(s) will be required to submit a bid response in accordance with the terms and conditions of this RFP.

## **RFP Solicitation Schedule**

The solicitation schedule is comprised of the following phases and estimated dates:



<b><i>RFP Task</i></b>	<b><i>Estimated Deadline</i></b>
Issue RFP and publish notices	October 1, 2007
Hold Pre-bid meeting	October 24, 2007
Proposal deadline (Noon Eastern Time)	December 21, 2007
Complete proposal evaluations	January 21, 2008
Notify winning Respondent(s)	January 31, 2008
Commence contract negotiations	January 31, 2008

**Tampa Electric Contact Person**

All inquires or contact about this RFP, including questions of clarification, requests for additional information, and submission of proposals, should be submitted in writing and directed to:

Karen L. Bramley  
Manager - Coal Supply  
Wholesale Marketing & Fuels Department  
Tampa Electric Company  
702 North Franklin Street  
Tampa, FL 33602  
Telephone Number: (813) 228-1578  
Fax Number: (813) 228-1545  
Email address: [klbramley@tecoenergy.com](mailto:klbramley@tecoenergy.com)

**Proposals must be received no later than 12:00 Noon Eastern Time ("EST") on December 21, 2007 (Proposal Due Date).**

A web site, [www.tampaelectric.com/](http://www.tampaelectric.com/) (*final website reference to be determined*) has been established to provide information regarding the RFP. The website contains the RFP schedule, a copy of the RFP, and contact information. It allows for Respondents to submit questions. Questions and answers will be posted to the web site for the benefit of all potential Respondents. The web site will also contain any future updates/changes about the RFP.

**Notices**

It is important that all Respondents to this RFP process clearly understand that, in order to protect the interests of its customers, Tampa Electric retains the right during the process to: select a combination of proposals, waive non-compliance of the general terms in any proposal, reject any and all proposals, modify or cancel the RFP.

This RFP is not an offer to enter into a contract. It is a solicitation of firm offers of fixed duration from Respondents. Nothing in this RFP, or any communication associated with this RFP, shall be taken as constituting an offer or representation between Tampa Electric and any other party. Neither the issuance of this RFP, nor the entry of Tampa Electric into negotiations with any Respondent, will be deemed to create any commitment or obligation on the part of Tampa Electric to enter into a binding agreement with any Respondent. Those who submit proposals do so without recourse against Tampa Electric, its division, any of its affiliates, or its parent company, for either rejection of their proposal(s) or for failure to execute a purchase agreement for any reason.



**Section II – RFP Information and Requirements****General Instructions for Respondent****Proposal Confidentiality**

Tampa Electric will take reasonable precautions and use reasonable efforts to protect proprietary and confidential information contained in a proposal, provided that such information is clearly identified by the Respondent as Proprietary and Confidential on the page(s) on which the information appears.

To clearly identify confidential information, the Respondent must (1) stamp each such page with "Confidential Information" and (2) highlight/shade the confidential information on the pages stamped "Confidential Information." (A blanket statement that an entire page or proposal is proprietary and confidential will not be considered adequate identification.)

Notwithstanding the foregoing, Tampa Electric shall disclose Confidential Information in the event that it determines, at its sole discretion, that disclosure is necessary in order to comply with any applicable law, order, regulation, ruling, subpoena, stock exchange rule or order of the Florida Public Service Commission ("FPSC"), or other governmental authority or tribunal with competent jurisdiction. Such disclosure may include, but is not limited to, production of Confidential Information to the FPSC and to parties in legal and regulatory proceedings related to this RFP.

With respect to any disclosure made by Tampa Electric pursuant to the foregoing paragraphs, Tampa Electric will furnish only that portion of the Confidential Information that Tampa Electric determines at its discretion to be consistent with the scope of the subpoena, demand, or request and will seek reasonable

assurances that confidential treatment will be accorded such Confidential Information.

## **Respondent Exceptions**

Tampa Electric will consider proposals that contain exceptions to the general terms and conditions of the RFP. No exceptions to the General Minimum Requirements of Proposals/Bids or Specific Minimum Requirements of Proposals/Bids will be accepted, except as provided herein. If a Respondent identifies exceptions, the exceptions must be explained in writing as part of the proposal using the attached forms. See Form E. For each exception, the Respondent must fully explain in writing the condition, requirement, or facet of the RFP to which the Respondent takes exception and provide the replacement language proposed.

Inclusion of exception information with a proposal will be used to compare proposals to one another and will facilitate negotiations by allowing Tampa Electric to evaluate the specific core issues of the exceptions, rather than addressing generic or conceptual comments. Tampa Electric reserves the right to request from a Respondent whether, or to what extent, the contemplated rejection of a particular exception would affect the pricing of the proposal.

If a Respondent fails to state exceptions or proposes alternative language to the material terms set forth in the RFP, Tampa Electric shall assume that a Respondent has no specific objection to such terms and conditions.

## **Respondent Questions and Communication**

Respondents are to follow all instructions contained in this RFP and provide all information requested in the RFP and on the forms presented and discussed in this document. Respondents also are expected to provide supporting documentation, and answer any follow-up questions from Tampa Electric, as requested.



Respondents are encouraged to communicate with the designated Tampa Electric Contact Person to ensure complete and accurate proposals. Following the RFP release date, questions will be documented and Tampa Electric will post questions and answers on a web site, [www.tampaelectric.com/](http://www.tampaelectric.com/) (*final website reference to be determined*), for the benefit of all Respondents.

## **General Minimum Requirements of Proposals/Bids**

### **Minimum Requirements**

All proposals must satisfy each of the General Minimum Requirements listed below and the Specific Minimum Requirements of this RFP. Failure of a proposal to satisfy one or more General or Specific Minimum Requirements will be grounds for determining a proposal ineligible. However, Tampa Electric reserves the right to waive inconsequential, non-compliance with the Minimum Requirements.

At a minimum, all Respondents acknowledge and agree to abide by the following General Minimum Requirements:

- a. Respondent must document ownership or contractual rights to the transportation unit or capacity.
- b. The Respondent must provide sufficient documentation to demonstrate that, over the term of service, the source or entity will have sufficient capacity to provide transportation services to Tampa Electric.
- c. All proposals must remain in effect for a minimum of ninety (90) days.
- d. All solid fuel transportation service providers proposing additions to existing infrastructure must be in commercial operation prior to the commencement date of the proposed term of service. Tampa Electric will consider commencing after January 1, 2009, but Respondent must provide proposals as to how Respondent will bridge Tampa Electric's need for transportation services beginning January 1, 2009.

## Proposal Submission Requirements

- a. All proposals and variations to proposals must be received no later than 12:00 Noon (EST) on December 21, 2007. Respondents must submit three (3) bound, hard copies, plus an electronic copy of the completed forms on a CD by the Proposal Due Date and Time. **Proposals must be marked "RFP Transportation Services 2009".** Any proposals or variations to proposals received after the Proposed Due Date will not be evaluated and will be returned to the Respondent.
- b. **Forms:** All required forms and the information requested on these forms must be submitted. Tampa Electric may choose to contact a Respondent to request that omitted or incomplete information be provided, but is under no obligation to do so. Any attempt by a Respondent to disclaim generally the terms and conditions of this RFP without stating specific exceptions and alternative language will be grounds for determining a proposal to be incomplete, and therefore ineligible.

## Term of the Proposal(s)

The Transportation Services offered by a proposal must commence within the time frame identified in the RFP. The term length of any proposal type is five (5) years.

## Permit and Authorization Feasibility

The Respondent must demonstrate that there are no significant barriers to execute or implement the proposed project on a schedule that meets the January 1, 2009 date. All proposed projects will be subject to the approval of the appropriate Regulatory Authorities.



**Binding Nature of Proposal(s)**

Proposals must be certified by an authorized Officer of the proposing entity. Proposal(s) must remain as valid and binding offers for a minimum of ninety (90) days from the submittal date and cannot be modified, except to be withdrawn in full or modified in response to a modification of Tampa Electric information. Clarifications requested by Tampa Electric are not considered modifications. Indicative bids will not be considered valid proposals.

**Regulatory Approvals**

A definitive agreement is conditional upon full cost recovery approval and acceptable treatment by the FPSC. If a transportation services agreement results from this RFP process, such agreement shall not become effective until: (1) the FPSC grants acceptable cost recovery treatment of the charges to be paid by Tampa Electric for such a purchase; (2) the Seller's corporate risk management committee or group of authorized officials approve the Seller's sale; and (3) Tampa Electric's Risk Authorizing Committee approves Tampa Electric's contract. If the conditions precedent and approvals described in items 1 through 3 above are not achieved, each Party has the right, but not the obligation, to immediately terminate the transportation services agreement upon written notice to the other Party.

**Regulatory Modifications**

Respondent must agree, that should Tampa Electric, at any time during the term of a contract between Tampa Electric and the Respondent entered into as a result of this RFP, fail to obtain or is denied the authorization of the FPSC, to recover from its customers through the utility's fuel and purchased power cost recovery clause absent evidence of fraud, mistake, or similar grounds, Tampa Electric may, at its sole option, adjust the payments made under such contract to the amount(s) which Tampa Electric is authorized to recover from its customers. In the event that Tampa Electric so adjusts the payments to which the

Respondent, now Seller, is entitled under such a contract, then the Respondent, now Seller, may, at its sole option, terminate such a contract upon sixty (60) days notice to Tampa Electric. If such determination of disallowance is ultimately reversed and such payments previously disallowed are found to be recoverable, Tampa Electric shall pay all withheld payments.

**Specific Minimum Requirements of Proposals/Bids**

The minimum amount of solid-fuel transportation services that Tampa Electric will consider in a proposal is 750,000 tons per year. Tampa Electric anticipates that the quantity of transportation services shall range between 4,000,000 and 5,000,000 tons per year. The tonnages are detailed in the Forms of this document. The actual tonnage to be shipped in a given contract year will be determined by Tampa Electric, based on load forecasts and planned burn rates.

Should Tampa Electric fail, for reasons other than force majeure, to tender solid fuel in any calendar year for the applicable minimum annual quantities, the contracted transportation service provider shall be entitled to payment, as liquidated damages, a dead freight charge for each ton of solid fuel not tendered for such service. Accordingly, Respondent should provide a rate for dead freight. Alternatively, Tampa Electric will consider a provision for adding such shortfall tons to the next contract year's minimum requirements.

Notice of annual tonnage declarations and monthly shipping schedules will be provided by Tampa Electric by September 30 of each contract year for the following contract year. Tampa Electric shall have the right to make monthly shipment variances of plus or minus 20 percent throughout the contract year due to shifts in load requirements and planned burn rates.



### **Section III Evaluation Process**

#### **Evaluation Process**

The objective of the RFP is to solicit proposals that allow Tampa Electric to secure the best transportation alternatives that cost-effectively and reliably meets both company and customer needs. It is anticipated that Tampa Electric will receive a variety of proposals that may vary in length of term, capacity, source, price, and other pertinent characteristics. In addition to the variations that may be presented within individual proposals, there may be a need to combine multiple proposals to develop portfolios that meet the transportation services capacity requirements. Tampa Electric will employ an evaluation methodology that will anticipate responses that offer a wide range of individual characteristics and can evaluate the costs and benefits offered by combining various proposals into unique portfolios of transportation alternatives. Therefore, eligible proposals that pass initial screening and individual economic ranking, but do not individually meet the capacity requirement for a given year, will be evaluated in portfolios that match them with other resources to meet the capacity need. Ultimately, Tampa Electric will identify the best portfolio that cost-effectively meets the RFP transportation capacity requirement. Tampa Electric's evaluation methodology is described in the following paragraphs.

#### **Initial Screening**

Proposals will be reviewed for compliance with the General and Specific Minimum Requirements set forth in this RFP. Those proposals determined to be eligible will advance in the evaluation. Proposals determined to be ineligible will not be evaluated further.

#### **Economic Evaluation of Individual Proposals/Bids**

Proposals determined to be eligible will first be ranked by the overall evaluated cost to Tampa Electric and its customers. Once the overall evaluated costs are determined, the non-economic factors, such as reliability, ability to perform, credit worthiness, inventory management terminal conditions, age of equipment, age and condition of fleet, insurance and safety and environmental records will be used to further evaluate the proposals.

It is anticipated that some of the proposals may need to be combined with other proposals to present portfolios that fully meet the RFP transportation capacity needs. Tampa Electric will, therefore conduct a portfolio analysis. This provision does not preclude the ability of a Respondent to align proposals with another Bidder.

### **Final Evaluation of Total System Costs**

The fuel-related costs should include all firm transportation costs necessary to deliver the annual fuel requirements. The fixed and variable costs developed for each specific portfolio and associated transportation plan will be combined to represent the full economic evaluation. The results will be compared to the results of other portfolio and transportation plan options.

### **Non-Economic Factors**

In addition to the economic evaluation, the bid and portfolios will be evaluated for non-economic factors. The objective of the evaluation is to develop an understanding of the proposal and identify areas that may warrant further review.

The result of the non-economic evaluation will be a summary report on the risk areas that may be used in conjunction with the results of the economic evaluation to select Finalists.



Potential Finalists for this business may be required to demonstrate to Tampa Electric's complete satisfaction that equipment and personnel are qualified for the service contemplated.

### **Other Information**

Performance Security Requirements: Depending upon the financial condition of the Respondent, Tampa Electric may require that the successful Respondent post performance security for assurance that the transportation services obligations will be met over the full term of the agreement.

**Section IV – Detailed Description of Transportation Services**

A detailed description of each segment is listed below.

**River Services**

Tampa Electric is seeking river transportation services for the movement of solid fuel from various supply sources convenient to the various terminals along the U.S. Gulf of Mexico. The location and tonnages are described in the attached forms.

Solid fuel will be delivered to the terminal(s) from various origins on the Ohio, Green, Mississippi, and Monongahela rivers to a transloading facility in the New Orleans area. A firm price must be bid for each origin as a stand-alone movement in accordance with the river origins described in Form A.

Tampa Electric may from time to time purchase solid fuel at origin docks other than those listed on Form A. In that event, additional freight rates shall be provided to Tampa Electric that reasonably relate to the origin rates contemplated in this solicitation taking into consideration distances, operating conditions, loading conditions, and any other relevant factors.

In the forms provided, itemize all applicable charges associated with loading barges at the dock. Note any rate incentives and/or special terms and conditions in your bid, (i.e., barge free loading and unloading times, barge demurrage rate, fuel adjustments, etc.). Rates are to include insurance for the value of the cargo and all routine communications and documents services, as well as all fleeting and switching charges for this movement, including tow building and breakup, fleeting, shifting and barge positioning for loading operations at the origin. The Respondent shall make arrangements to deliver and pickup barges with the dock and perform tow building and breakup operations.



Proposals should include Respondent's escalation methodology, if any. If a fixed (non-escalating) or variable component is proposed, it must represent all charges other than fuel. Respondent should state any volume incentive discounts that would apply in a contract.

Tampa Electric requires ratable delivery of barges each week at its load origins due to loading rates and fleeting constraints at the river origin docks. Tampa Electric is indifferent as to whether or not solid fuel is moved in dedicated unit tows or barge groups. Respondents should state proposed methodology in the bid. Barges must be delivered to river origin docks free of extraneous material and water.

Payment terms shall be no sooner than thirty (30) days net from receipt of proper invoice. Discounts for early payment of invoices will be considered. Services shall only be billed upon discharge of solid fuel at the destination terminal. Barge weights shall be based upon origin weights consistent with each solid fuel supply agreement held by Tampa Electric.

## **Terminal Services**

Tampa Electric is seeking solid fuel transloading and/or terminal services in the New Orleans, Mobile or Eastern Seaboard areas of the United States. The services requested herein must include unloading solid fuel from river barges, rail cars, or import vessel and transfer either to ground storage and then to ocean-going vessels or directly to ocean-going vessel for shipment to Tampa Electric's generating stations. Respondents must include in its bid package the information requested in Form B.

Proposals should include Respondent's escalation methodology, if any. If a fixed (non-escalating) or variable component is proposed it must represent all charges other than fuel. Each proposal should state any volume incentive discounts that would apply in a contract.

Such charges shall include, but not be limited to, all port charges, fleeting charges, tractor-cleaning services, docking and undocking services, stockpile fees, (including storage, maintenance and compaction), existing taxes, blending, sampling, and any other charges associated with the transloading of solid fuel.

Tampa Electric anticipates generally ratable delivery of barges and vessels to the Terminal. However, due to various operating issues Tampa Electric may have to alter scheduled shipments to suit its inventory or its requirements. Tampa Electric requires ~~transloading services on a 24 hour 7 day per week basis;~~ weather working day, Sunday and holidays included ("VWD" and "SHINC").

Tampa Electric also requires ASTM certified sampling of all inbound, outbound, and directly transferred solid fuel. Tampa Electric requires blending capability of up to one percent accuracy by weight as necessitated by Tampa Electric's blending plan(s). Tampa Electric requires Terminal to provide screening systems sufficient to prevent foreign objects from going into stockpiles or outbound to vessels.

Payment terms are no sooner than thirty (30) days net from receipt of proper invoice. Discounts for early payment of invoices will be considered. Barge weights shall be based upon origin weights consistent with each solid fuel supply agreement held by Tampa Electric. Origin weights shall form the basis for import solid fuel vessels.

### **Barge Deliveries**

Solid fuel will be delivered to the terminal(s) in open hopper barges having a maximum width of 35 feet and maximum length of 205 feet. Tampa Electric shall provide said terminal the name of the barge carrier, each barge number and applicable tonnage, name designation of storage yard or direct transfer instructions, and estimated time of arrival at terminal. Terminal should include its



guaranteed discharge rate of river barges following barges' constructive placement at terminal. Should terminal fail to discharge barges within the guaranteed time frame, the terminal will be responsible for any barge demurrage.

Terminal must provide adequate and safe berth for river barges and each barge shall be adequately moored while in terminal's custody. Terminal must comply with all U.S. Coast Guard and Homeland Security regulations.

At a minimum, terminal will blade clean barges following unloading.

### **Rail Deliveries to Terminals**

Solid fuel may be delivered to the applicable rail terminal(s) in rail shipment sizes of 90 to 110 cars. Tampa Electric shall provide said terminal the name of the rail carrier, each train permit number and applicable tonnage, name designation of storage yard or direct transfer instructions, and estimated time of arrival at terminal. Terminal will discharge trains based on guaranteed discharge rates after constructive placement at terminal. Should terminal fail to discharge trains within the guaranteed time frame, the terminal will be responsible for any train demurrage.

### **Import Vessels**

Tampa Electric requires the terminal facility to be able to receive vessels carrying imported solid fuel. These vessels are typically handy size to panamax in size. Terminal must indicate what types of vessel can be discharged at its facility. Vessels shall be blade cleaned by terminal where applicable. Tampa Electric requires a rate matrix for the various discharge options. Such options include geared, gearless, and conveyor vessels as well as direct transferring tonnage to ocean going ABS-classed covered hopper barges and tugs (hereinafter referred to as the "TOW" or "TOWS") or to storage area. Terminal must be capable of indicated discharge rates in order to provide demurrage free

unloading of import vessels. Specific terms and conditions for each voyage will be addressed in charter party agreements.

### **Loading Ocean Going Vessels**

The equipment to be loaded hereunder is ocean going covered hopper barges and tugs or other marine equipment, to be determined, acceptable to the terminal. Terminal must be able to accept TOW Notice of Readiness ("NOR") and load TOW or TOWS 24 hours per day, seven days per week, VWD and SHINC. Notice of Readiness to load shall be tendered by TOW at nearby anchorage if berth not available. Laytime begins upon acceptance of NOR by terminal and ends up on completion of loading and release of TOW by terminal.

Tampa Electric requires terminal to provide demurrage free transloading service. Tampa Electric will not pay despatch to the Terminal.

Tampa Electric does not require compaction of solid fuel during the loading process. Terminal must be able to load Tampa Electric TOWS directly from river barges, from stockpile, or from both simultaneously. Terminal may be requested to do multi-fuel type precision blending to meet strict performance and environmental requirements at Tampa Electric's generating stations. Tampa Electric will reserve the right to switch or change the composition of previously scheduled cargoes on short notice in critical situations. Standard application of dust suppressant is required for all outbound shipments and shall be included as part of the fixed terminal charge. Cargoes of segregated multiple fuel types will be required. The terminal shall provide daily inventory and position reports.

Due to operating conditions at Tampa Electric, weather, and other discharge ports, vessel arrival at terminal may vary significantly from originally scheduled load dates. Terminal must be sufficiently flexible in operation to reasonably accommodate schedule variations.



Storage

Tampa Electric requires storage capability of at least six separate piles in order to segregate different grades of solid fuel amounting to a minimum of 800,000 tons. Tampa Electric requires the ground storage facilities to be soil cement or some other type of paved base. Stockyard area must be configured to allow for proper drainage of water and to prevent commingling of Tampa Electric's solid fuel with other terminal commodities. Stockpile maintenance, application of surfactant, compaction, and inventory accounting (physical inventories) should be considered routine terminal services, and include prevention and control of spontaneous combustion within stockpiles as part of routine stockpile maintenance. The cost of the above-listed services should be included in the bid price.

Ocean Services

Tampa Electric is seeking ocean transportation rates from the following U.S. ports to Big Bend Station near Tampa, Florida. Vessels must comply with the applicable unloading port facility capabilities below. Respondents must include in its bid package the information requested in Form C.

Load Ports

Alabama Area

Mobile, AL	Alabama State Docks/McDuffie Terminals/ Bulk Material Handling Plant
------------	---

Louisiana Area

Darrow, LA	Cooper/T. Smith Stevedoring Co., Inc.
Convent, LA	IC Rail Terminal
Myrtle Grove, LA	International Marine Terminal
Convent, LA	St. James Stevedoring
Davant, LA	TECO Bulk Terminal

**Mississippi Area**

Pascagoula, MS      Chevron refinery - Port of Pascagoula

**Tampa Area**

Rockport      CSX's Rail Facility in Tampa

Tampaplex      Kinder Morgan Facility in Tampa

**Texas Area**

Texas      Port Arthur/Beaumont area

**Mid-Atlantic Area**

Baltimore, MD      Baltimore Terminal

Baltimore, MD      Chesapeake Bay Piers

Newport News, VA      Dominion Terminal Associates

Norfolk, VA      Lamberts Point P-6

Newport News, VA      Pier IX Terminal Company

Charleston, SC      Shipyard River Terminal

Tampa Electric may from time to time purchase coal at foreign ports or load origin ports other than those listed above. In that event, additional freight rates may be requested by and provided to Tampa Electric. The rates should reasonably relate to the origin rates contemplated in this solicitation taking into consideration distances, operating conditions, loading conditions and any other relevant factors.

Listed below is information related to the unloading port facilities – capabilities and limitation at:

- A. Tampa Electric's Big Bend Station on Hillsborough Bay, Tampa, Florida.
  - 1. Draft Limitation: 33-feet.
  - 2. Maximum Vessel Dimensions: 650 feet length; and vessels over 600 feet must be shifted at the dock during unloading. 85 feet beam.



3. Airdraft: Maximum airdraft is 47 feet. Vessel may have to be ballasted during unloading to maintain this maximum.
  4. Minimum Hatch Size: 38' width x 50' length; greater size highly desirable.
  5. Discharging Equipment: Dravo ladder bucket machine and Traveling Clamshell Crane.
  6. Expected Average Unloading Rate: 1,000 net tons per hour, excluding delays caused by vertical interference from vessel booms, masts and superstructures.
  7. Draft Surveying: If it is necessary to make a draft survey of the delivering vessel in loaded conditions, such survey is to be made while the vessel is standing in deep water before she comes into the dock.
- B. EXCEPTIONS: Vessel of slightly different maximum dimensions may be accommodated provided that mutual agreement has been reached between the Transportation Service Provider and Tampa Electric and/or Tampa Electric's unloading contractor prior to loading and also prior to any commitments on the part of the Transportation Service Provider to utilize such vessels.

Respondents must be in compliance with the Marine Transportation Security Act of 2001, as amended and updated, any and all other marine rules and regulations as well as environment, health, and safety regulations as applicable. Vessels may be subject to U.S. Coast Guard or U.S. Homeland Security inspection prior to entrance to the Big Bend channel. All crewmembers may be subject to security background checks.

Respondent's vessels must have adequate fall protection on all manhole coverings.

The channel is a manatee zone and care must be taken when transiting the channel.

Proposals should include an assist tug to provide control of your vessels during docking, undocking and turning maneuvers.

***Additional details are provided in Appendix I, Big Bend Terminal Rules.***

Proposals should include Respondent's escalation methodology, if any. If a fixed (non-escalating) or variable component is proposed it must represent all charges other than fuel. Proposals should state any volume incentive discounts that would apply in a contract. Such charges shall include, but not be limited to, all port charges, line-handling charges, fleeting and constructive placement charges, switching fees, emergency vessel services, wharfage services, docking / undocking services, existing taxes, and any other charges associated with the transportation of solid fuel. Respondents should state any volume incentive discounts that would apply in a contract.

Tampa Electric generally requires ratable delivery of ocean vessels. However, Tampa Electric will reserve the right to reasonably modify monthly shipping schedules in order to meet inventory requirements. Vessels must be delivered to load terminals free of extraneous material and water.

Payment terms are no sooner than thirty (30) days net from receipt of proper invoice. Discounts for early payment of invoices will be considered. Services shall only be billed upon discharge of solid fuel at the generating station. Cargo weights shall be based upon destination scale weights.

### **Rail Services**

Tampa Electric is seeking rail transportation services from mines throughout the Illinois Basin and Pittsburgh 8 regions to terminals convenient to these locations,



Kinder Morgan's Tampaplex Terminal, Rockport or Big Bend Station.

Bid a firm price for each origin as a stand-alone movement on Form D. The Respondent shall include in its rate all applicable charges associated with trains. Respondents should note any rate incentives and/or special terms and conditions in the bid, including, free loading and unloading times, demurrage rate, fuel adjustments, etc. Rates are to include insurance for the value of the cargo and all routine communications and documents services.

Proposals should include Respondent's fuel surcharge and escalation methodology, if any. Proposal should also include pricing for utilizing private or railroad provided cars. Respondents should state any volume incentive discounts that would apply in a contract.

Payment terms are no sooner than thirty (30) days net from receipt of proper invoice. Discounts for early payment of invoices will be considered. Services shall only be billed upon discharge of solid fuel at the destination terminal. Train weights shall be based upon origin weights consistent with each solid fuel supply agreement held by Tampa Electric.

### **Contract Provisions for All Segments**

The winning Respondent(s) will be expected to enter into a contract containing commercially reasonable terms and conditions customarily found in contracts for similar services, including but not limited to, provisions dealing with standards of performance, risk allocation, insurance levels, force majeure, events of default, remedies, credit and others.

Transportation service providers shall be required to report shipment information, inventory and tonnage reconciliation by fuel type on a daily, weekly and monthly basis by telephone, fax or other mutually agreeable method. Transportation service providers shall be responsible for meeting all regulatory requirements,

i.e., Coast Guard, Responsible Carrier Program, environmental and others. Tampa Electric will require daily detailed vessel loading and receipt information. At a minimum, vessel number, contract number, date loaded, shipped weight, and destination information must be included.

Transportation service providers shall bear the risk of cargo loss and will at its cost, be insured by responsible insurance carriers, or have established a program of self-insurance, satisfactory to Tampa Electric, for risks assumed hereunder. Such policies shall be endorsed to provide a waiver of subrogation against Tampa Electric and a thirty-day notice of material changes or cancellation to be forwarded to Tampa Electric, except ten-day notice shall be given for non-payment of premium. Transportation services provider will assume liability for physical damage to or loss of cargo or to Tampa Electric's unloading facilities.

Field inspections and audits by Tampa Electric personnel or Tampa Electric's designated representative(s) may be required to verify the accuracy of information provided in proposals.



**Form A**  
**River Transportation Proposal Form**  
**Tampa Electric Company**  
**Fuels Management**  
**Part 1 of 2**

Company Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

\_\_\_\_\_

Authorized Representative: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Corporate Affiliations (Include parent, subsidiary and affiliated companies):

\_\_\_\_\_

\_\_\_\_\_

Facility Locations:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Towing Equipment Description (Include name, age, rated horsepower, towing capability, and other pertinent information):

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Barge Fleet Description (Include design, configuration, type, size, style, ownership of number of barges and other pertinent information):

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Barge Loading Description (Include nominal barge loading capacity, river restrictions that affect loading to normal minimum weights, any minimum barge tows and applicable and maximum barge tow capabilities):

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Description of Rate Escalation Methodology (Include all applicable components, timing, indices, etc):

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Description of Barge Demurrage and Despatch Rates:

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Description of Deadfreight Rate:

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Description of Barge Loading Days at Origin and Unloading Days at Destination:

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Insurance Coverage Description (types of coverage, insured's coverage limits, carrier, policy numbers and expiration dates, etc.):

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Major Customer Listing (Include company name, tonnage lifted in 2006 and 2007, Contact and Phone number):

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State if other Transportation Service Providers/Parties will participate in providing any part of this service. (Include company name, contact, phone number, and description of services rendered):

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Financial Information (provide last five years of audited financial statements and credit rating):

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Form A, Part 2 of 2

Rates to Terminal

Indicate Name of Terminal:

RIVER ORIGINS	POOL MILEPOINTS	RATE FOR UP TO 5MM TONS	RATE FOR UP TO 4MM TONS	RATE FOR UP TO 3MM TONS	RATE FOR UP TO 2MM TONS	RATE FOR UP TO 750K TONS
<b>Ohio River</b>						
Hannibal	84.4 to 126.4					
Cannelton	606.8 to 720.7					
Newburgh	720.7 to 761					
Uniontown	761.0 to 846.0					
Smithland	846.0 to 918.4					
Lock 52	918.4 to 938.9					
Lock 53	938.9 to 962.6					
Below Lock 53	962.6 to 981.0					
<b>Green River</b>						
Below Lock 1	0.0 to 10.5					
Lock 1	9.2 to 62.8					
Lock 2	62.8 to 109.0					
<b>Tennessee River</b>						
Below KY Lock	0.0 to 22.4					
GRT Terminal	22.7					
<b>Upper Mississippi</b>						
Upper Mississippi	98.5 to 105					
<b>Monongahela</b>						
Below Lock 2	0.0 to 11.2					
Lock 2	11.2 to 23.8					
Lock 3	23.8 to 41.5					
Lock 4	41.5 to 61.2					
Maxwell	61.2 to 85.0					
Lock 7	85.0 to 90.8					
Lock 8	90.8 to 102					

Use additional sheets if bidding to more than one terminal. If needed, use the space to explain your bid further.

River Transportation Proposal Form

*DRAFT 07/06/07*

Signature:

\_\_\_\_\_  
(Signature of person having proper authority to  
legally obligate the Transportation Company)

Title: \_\_\_\_\_

Date: \_\_\_\_\_



**Form B**  
**Terminal Proposal Form**  
**Tampa Electric Company**  
**Fuels Management**  
**Part 1 of 2**

Company Name: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_  
\_\_\_\_\_  
Authorized Representative: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Fax Number: \_\_\_\_\_  
E-mail Address: \_\_\_\_\_

Corporate Affiliations (Include parent, subsidiary and affiliated companies):  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Facility Locations:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Stockyard Equipment Description (Include name, age, rated stack out and reclaim rates, and other pertinent information):  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Stockyard Description (Include design, configuration, size (acres), base material, storage capacity, blending capabilities, weigh bins and or belt scales and other pertinent information):

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River Barge Unloading Capabilities (include unload rates, equipment used, backup unloader system(s), barge capacity of fleeting area and any other pertinent information).

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Rail Unloading Capabilities (include railroads served, unload rates – 4-hour facility or 24-hour facility, equipment used, backup unloader system(s), barge capacity of fleeting area and any other pertinent information).

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Provide Details on your Ship Loading and Unloading Capability, (Including tons per hour, belt size and speed, load out equipment (manufacturer, fixed or traveling, etc.), the number of berths available and any other pertinent information.)

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Provide Details on the Types of Vessels the Facility can Accommodate, (Include the draft of the dock and acceptable vessel dimension and other pertinent information.

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Description of Rate Escalation Methodology (Include all applicable components, timing, indices, etc):

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Description of Deadfreight Rate:

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Insurance Coverage Description (types of coverage, insured's coverage limits, carrier, policy numbers and expiration dates, etc.):

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Major Customer Listing (Include company name, tonnage lifted in 2006 and 2007, Contact and Phone number):

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State if the other Transportation Service Providers/Parties will participate in providing any part of this service. (Include company name, contact, phone number, and description of services rendered.):

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Financial Information (provide last five years of audited financial statements and credit rating):

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## Form B, Part 2 of 2

### Rates to Terminal

Indicate Name of Terminal:

TERMINAL SERVICE	RATE FOR UP TO 5MM TONS	RATE FOR UP TO 4MM TONS	RATE FOR UP TO 3MM TONS	RATE FOR UP TO 2MM TONS	RATE FOR UP TO 750K TONS
<b>River Barges</b>					
Unload to stockyard					
Unloaded directly to TOW					
<b>Rail</b>					
Unload to stockyard					
Unloaded directly to TOW					
<b>Import Vessels</b>					
Vessel self-discharge (grabs) to storage					
Vessel self-discharge (grabs) direct to TOW					
Vessel self-discharge (conveyor) to storage					
Vessel self-discharge (conveyor) direct to TOW					
Gearless vessel terminal discharge to storage					
Gearless vessel terminal discharge direct to TOW					
Blending Services					

Terminal Proposal Form

DRAFT 07/06/07

Use additional sheets if bidding more than one terminal. If needed, use the space to explain your bid further.

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Provide a copy of your terminal manual (operating rules and regulations).

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Signature:

\_\_\_\_\_  
(Signature of person having proper authority to  
legally obligate the Transportation Company)

Title: \_\_\_\_\_

Date: \_\_\_\_\_



**Form C**  
**Ocean Transportation Proposal Form**  
**Tampa Electric Company**  
**Fuels Management**  
**Part 1 of 2**

Company Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Authorized Representative: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Corporate Affiliations (Include parent, subsidiary and affiliated companies):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Facility Locations:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Ship or Ocean Barge Equipment Description (Include design, configuration, type, size, cargo capacity, name, age, rated horsepower, and other pertinent information):

- Provide vessel drawings for each class of vessel proposed for this business.
- Specify notch depth (shallow or deep) and number and location of ballast and void tanks (provide drawings).
- Specify tonnage loaded at 33 foot draft assuming solid fuel stowing of approximately 40 cubic feet per short ton.

- Provide estimated loaded barge transit time from IMT/Davant to Big Bend Station and transit time from McDuffie to Big Bend Station
- Provide details of holds, hatch and coaming configuration (provide drawings).
- State whether or not Tampa Electric's payload can move freely from hold to hold or if it needs to be lifted by crane from hold to hold.

Description of Rate Escalation Methodology (Include all applicable components, timing, indices, etc.):

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Description of Vessel Demurrage and Despatch Rates:

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Description of Deadfreight Rate:

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Description of Vessel Unloading Days at Destination:

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Insurance Coverage Description (types of coverage, insured's coverage limits, carrier, policy numbers and expiration dates, etc.):

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Major Customer Listing (Include company name, tonnage lifted in 2005 and 2006, Contact and Phone number):

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State if other Transportation Service Providers/Parties will participate in providing any part of this service. (Include company name, contact, phone number, and description of services rendered):

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Financial Information (provide last five years of audited financial statements and credit rating):

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**Form C, Part 2 of 2**  
**From Terminal Location to Big Bend Station**

**Rates to Terminal**

LOCATION	RATE FOR UP TO 5MM TONS	RATE FOR UP TO 4MM TONS	RATE FOR UP TO 3MM TONS	RATE FOR UP TO 2MM TONS	RATE FOR UP TO 750K TONS
<b>New Orleans</b>					
Cooper T. Smith Stevedoring Co., Inc.					
IC Rail Terminal					
International Marine Terminal					
St. James Stevedoring					
TECO Bulk Terminal					
<b>Mobile</b>					
McDuffie Island Coal Terminal					
<b>Pascagoula</b>					
Port of Pascagoula					
<b>Texas Area</b>					
Port Arthur Beaumont area					
<b>Tampa Area</b>					
Rockport					
Tampaplex					
<b>Mid-Atlantic Area</b>					
Baltimore Terminal					
Chesapeake Bay Piers					
Dominion Terminal Associates					
Lamberts Point P-6					
Pier IX Terminal Company					
Shipyard River Terminal					



<b>South America</b>	<b>Rate for Up to 300 KTons</b>	<b>Rate for Up to 200 KTons</b>	<b>Rate for Up to 100 KTons</b>
Puerto Bolivar			
Puerto Drummond			
Santa Marta			
Barranquilla			
Lake Maracaibo			

If needed, use the space to explain your bid further.

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Signature:

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(Signature of person having proper authority to  
legally obligate the Transportation Company)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Appendix I  
Terminal Rules and Regulations  
Tampa Electric Company  
Big Bend Terminal  
(To be updated in final RFP)**



## **General Rules and Regulations**

1. **USE OF TERMINAL.** Use of the Tampa Electric Big Bend Terminal facilities and services covered by these Terminal Rules and Regulations shall constitute evidence of an agreement on the part of all Users of the Terminal to be covered by all the rules and regulations stated herein. Notwithstanding anything to the contrary herein, the rights of any User to utilize the Terminal facilities shall be subject to the prior approval of Tampa Electric.
2. **AMENDMENTS.** Amendments to these Terminal Rules and Regulations may be issued from time to time to cover changes. These Terminal Rules and Regulations are subject to change without notice.
3. **INTERPRETATION.** Tampa Electric shall be the sole judge as to the interpretation of these Terminal Rules and Regulations.
4. **LOCAL AUTHORITY.** The Terminal is within the jurisdiction of the Tampa Port Authority and Users of the Terminal are subject to the applicable rules and fees issued by the Tampa Port Authority.
5. **HOURS OF OPERATION.** The Terminal operates 24 hours a day, every day throughout the year except for Holidays.
6. **SAFE ACCESS.** All Vessels are to furnish at all times while in Berth, safe access onboard.
7. **COMPLIANCE WITH LAWS AND REGULATIONS.** Prior to coming into the Berth, all Vessels shall have fully complied with all applicable U.S. Coast Guard regulations and all applicable local, state and federal laws and regulations in effect while the Vessel is in Berth at the Terminal. In no event shall Loading or Unloading of an Ocean Vessel, as the case may be, occur until such time as

such Ocean Vessel has been cleared by U.S. Customs. If any Vessel fails to comply with all such laws and regulations, the Terminal may order the Vessel to vacate the Berth. If the Vessel does not vacate the Berth when so ordered, the Vessel will be subject to, in addition to the liquidated damages provided for in Item 21, all costs (including, but not limited to attorneys' fees) and expenses in connection with the moving of the Vessel, which costs and expenses (and liquidated damages) shall be for the account of and the full risk of the Vessel and the Vessel Party.

**8. RESPONSIBILITY FOR VESSEL OR CARGO DAMAGE, PERSONAL INJURY OR DEATH, DEMURRAGE DELAYS OR LOSS OF DISPATCH, AND POLLUTION.** Tampa Electric shall not be responsible for marine loss or damage to Cargo, ships or other Vessels utilizing the Terminal facilities. Tampa Electric will receive, unload, transfer, handle, store or deliver Cargo in accordance with these Terminal Rules and Regulations. In furnishing any services, or performing any acts hereunder, Tampa Electric shall not be responsible for any demurrage or other damages for delay or loss of dispatch time or any other damages incurred by any Vessel or Vessel Party or their Cargo for any cause.

The Vessel Party shall have the duty to be fully familiar with the environmental rules and regulations and laws in respect to the type and levels of all discharge allowed in United States rivers, coastal waters and air and for fully abiding by said rules, regulations and laws. The Terminal will report any observed act which is suspected to be a violation of any such obligation, rule, regulation or law to the appropriate U.S. governmental and/or local and/or state authority.

All Vessels and Users of the Terminal hereby agree to indemnify, defend and hold harmless, Tampa Electric and all persons, firms or other entities which may manage, own or control the operations of said Terminal, and their officers, directors, agents, insurers, and Vessels (the "TECO Indemnitees") from and against any and all claims, actions, damages, liability or expense, including court



costs and attorney's fees, in connection with the loss of life, or bodily injury, involving anyone, including Visitors, and damage, contamination or loss of property, including the User's Cargo, incident to or resulting from their use of the Terminal facilities.

Additionally, such obligation of Vessels and Users to indemnify, defend and hold harmless, the TECO Indemnitees shall include, but not be limited to, losses, penalties, fines, clean-up costs, natural resource damage, remediation costs, removal costs, demurrage, administrative costs and any and all other costs and liabilities that arise directly or indirectly from pollution caused by, (a) Vessel Party or other master or crew of the Vessel, whether in loading and unloading Cargo, or in the operation or management of the Vessel; or (b) a spill of the Cargo, fuel or any other pollutant of the Vessel or of any other party at any time while said Cargo, fuel, or pollutant is on board the Vessel or when said Cargo, fuel, or pollutant is within the care, custody or control of Vessel Party or those for whom Vessel Party is responsible except where such damages, losses, costs or liability are caused by the sole negligence of Terminal. In the event of a pollution spill arising directly or indirectly out of services being performed at the Terminal, Vessel Party shall, and shall cause its insurers, to proceed at once to:

- (a) Notify all local, state and federal authorities having jurisdiction of the pollution event.
- (b) Notify Terminal of all details of the pollution event.
- (c) Take all steps to eliminate the cause and/or source of the pollution.
- (d) Take all steps to clean up the pollution.
- (e) Take all steps required by law to restore the environment.
- (f) Take all steps to mitigate damages of Vessel Party, Terminal and third parties.
- (g) Promptly pay, and pay for, all fines, damages and losses of their parties, to the extent required by law, and for all costs and expenses of cleanup.

- (h) If necessary, advance or pay monies and funds required to be paid to the appropriate regulatory agencies.
- (i) Consult with Terminal and keep Terminal constantly informed of all steps taken and contemplated to comply with provisions of these rules.
- (j) Cooperate with Terminal in issuing statements to government authorities and media representatives.

Whether or not Vessel Party has complied with the provisions of this paragraph, Terminal may, but shall not be required to, take over and manage all prevention, cleanup and restoration activities, all without derogation or diminution of Vessel Party's obligations under these Terminal Rules and Regulations, and with full reservation to Terminal of all rights against the Vessel, Vessel Party or its insurers for reimbursement of costs, expenses and attorneys' fees. In such event, Vessel Party shall, and shall cause its insurers and any subcontractors, to make available to Terminal all vessels, personnel and equipment used or planned to be used in such prevention, cleanup and restoration efforts, all at the sole expense of Vessel Party.

In the event Terminal takes over and manages such prevention, cleanup and restoration efforts, such action shall not be deemed a waiver, or constitute an estoppel by Terminal or an admission of fault or responsibility on the part of Terminal. Terminal may, but is not required to, utilize its own and contracted personnel, vessels and equipment in such prevention, cleanup and restoration efforts, and may, at its sole discretion, allocate such resources as it deems appropriate.

**9. REMEDIES FOR ENFORCEMENT OF TERMINAL RULES AND REGULATIONS.** Tampa Electric shall have all remedies available to it at law, in equity or under maritime law to enforce these Terminal Rules and Regulations, including, but not limited to canceling a Vessel's filing or ordering a Vessel from Berth. Tampa Electric shall have all remedies available at law, in equity or under



maritime law to collect liquidated damages including but not limited to a maritime lien against the Vessel for such charges. In the event of any legal proceedings to enforce any provision of these Terminal Rules and Regulations, Tampa Electric shall be entitled to recover its expenses incurred in such proceedings, including attorney's fees in any trial court and on any appeal.

**10. SAFE BERTH.** The master of the Ocean Vessel shall be solely responsible for determining if the depth of water (at any tide or river stage) is sufficient for the Ocean Vessel, the Terminal having no responsibility therefore and the Terminal shall not be deemed to warrant the safety of channels, fairways, approaches thereto, anchorages or other areas either inside or outside the port area where any Vessel may operate. Furthermore, the Terminal shall not be deemed to warrant the safety of any of the Berth's docks or midstream facilities, including the Terminal's mooring buoys.

**11. ENTIRETY OF AGREEMENT.** In the event of a conflict between these Terminal Rules and Regulations and any other agreement concerning the Vessel or the Cargo, the terms and conditions of these Terminal Rules and Regulations shall control. **Notwithstanding the foregoing, in the event of a conflict between these Terminal Rules and Regulations and any written agreement concerning the Vessel or the Cargo that is between Tampa Electric and any of its customers (e.g. Solid Fuel Transportation Agreement) ("Customer Contract"), the terms and conditions of the Customer Contract shall control.** In case any portion of any provision or any one or more of the provisions contained in these Terminal Rules and Regulations should be held or determined invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining portion of any such provision and the other remaining provisions or underlying rights and obligations referred to herein shall not in any way be affected, modified, or impaired thereby.

**Vessel Filing****12. NOMINATION AND FILING.**

**A. NOMINATION.** Nomination of the Ocean Vessel shall be furnished to Tampa Electric by facsimile transmittal to (813) 630-7107 or by e-mail to (BBStevedore@tecoenergy.com) Terminal between 7:30 a.m. and 4:00 p.m. Mondays thru Fridays, exclusive of Holidays as defined herein and Saturdays and Sundays not earlier than thirty (30) days and not later than fourteen (14) days prior to the ETA of the Ocean Vessel.

Acceptance by Tampa Electric of a Nomination of a Vessel shall be evidenced by Tampa Electric confirmation by facsimile or e-mail transmittal to the Vessel Party.

**B. FILING.** All Ocean Vessels, their owners, operators, charterers or agents, intending to utilize the facilities and services of the Terminal shall file a Berth Application for an ETA by facsimile transmittal to (813) 630-7101 or e-mail to Tampa Electric (BBStevedore@tecoenergy.com) with an executed original to follow by U.S. Mail, between 7:30 a.m. and 4:00 p.m. Mondays through Fridays, exclusive of Holidays, as defined herein and Saturdays and Sundays, not later than five (5) days prior to the ETA of the Ocean Vessel.

Acceptance by Tampa Electric of a Berth Application shall be evidenced by Tampa Electric issuance to the Vessel Party of a Berth Application Acceptance. Any Ocean Vessel arriving and submitting a Notice of Readiness, as defined below, prior to the date booked will be worked at the discretion of Tampa Electric; otherwise, the Ocean Vessel shall wait for the period set forth in the Berth Application Acceptance. Ocean Vessels arriving or submitting a Notice of Readiness after the ETA set forth in the Berth Application Acceptance similarly will be worked at the discretion of Tampa Electric.



**13. NOTICE OF READINESS.** In the case of an Ocean Vessel to be loaded, issuance of the Notice of Readiness shall mean that the Ocean Vessel has obtained all requisite governmental approvals, inspections and clearances, including, but not limited to, those required by the U.S. Customs Service and the Immigration and Naturalization Service, and is located at the Berth or Closest Available Anchorage (as defined in Item 16 below), and is ready and suitable in all respects to receive the Cargo in all holds to be loaded and that the User has determined that the Cargo is in a condition satisfactory to the Vessel Party and all regulatory authorities for shipment. User specifically acknowledges that varying temperatures, moisture and weight changes and spontaneous combustion constitute inherent problems associated with the handling of coal, petroleum coke and other Cargo. Prior to Loading or Unloading, User's surveyor shall determine that the temperature, moisture and condition of the Cargo is satisfactory.

**14. AGREEMENT TO BE BOUND.** The issuance by the Terminal of the Berth Application Acceptance, or the berthing of any Ocean Vessel at the Terminal, shall constitute a contract between Tampa Electric and the Ocean Vessel, her owners, operator(s), charterer(s) and agent(s) and any other Vessel Party (jointly and severally) to abide by the provisions of, and to be liable for the charges of whatsoever kind or nature in these Terminal Rules and Regulations.

**15. CERTIFICATION FOR FILING.** In the case of an Ocean Vessel, the following certificates, documents must be presented to file for a Berth at the Terminal. Facsimile transmissions, alone, will not be accepted.

1. Original Berth Application (the "Berth Application") signed by authorized representatives of the Vessel Party.
2. A copy of the Notice of Readiness executed by authorized representatives of the Vessel Party.

3. International tonnage certificate.
4. A proposed stowage plan that includes Cargo cubic capacity for any Ocean Vessel to be loaded and Loading sequence or the actual plan for Cargo to be unloaded including the Unloading sequence.
5. Additionally, should it be necessary for Vessel personnel to leave the Vessel or Visitors, including Vessel agent, to board the Vessel, twenty-four (24) hours prior written notification to Terminal must be provided and include: a list of the (a) name, (b) address, (c) telephone number and (d) reason for visit of each Visitor to the Vessel and Vessel Personnel leaving the Vessel. Each Visitor must have a form of identification acceptable to Tampa Electric. Said list shall be supplemented as needed and furnished in advance of the visit to the Terminal in writing between 9:00 a.m. and 4:00 p.m. Mondays through Fridays and between 9:00 a.m. and 12:00 noon Saturdays, all exclusive of Holidays as defined herein, and Sundays (the "Visitor List"). Any Vessel personnel leaving the ship shall be required to furnish the Tampa Electric with a Crewman's Landing Permit – Form I-95 issued by the U.S. Immigration & Naturalization Service and a picture identification card.

**16. CLOSEST AVAILABLE ANCHORAGE.** Ocean Vessels filing a Berth Application to utilize the Terminal facilities normally will be required to anchor at the closest available anchorage to Tampa, Florida.

Vessel Party acknowledges that any Vessel arriving at the Terminal with cargo on its deck may constitute a hazardous and unsafe condition. Vessel Party agrees that if notified of such condition, it shall be the sole responsibility of Vessel Party to clean and remove any such cargo which renders the deck of any such Vessel hazardous to the safety of any person. Should Vessel Party fail to promptly clean and remove cargo from the deck of any such Vessel, the Terminal



reserves the right, but not the obligation, to clean and remove the cargo from the Vessel's deck, which service will be solely for the account of the Vessel Party.

Vessel Party shall coordinate and be solely responsible for all required inspections for cleanliness and compliance with all local, state and federal laws and regulations relative to the fitness of the Vessel.

Whenever a Notice of Readiness has been issued, the Ocean Vessel shall be prepared to come to Berth and commence Loading or Unloading operations, as the case may be, upon three (3) hours notice. Upon assignment to a Berth, the Ocean Vessel shall remain prepared and be properly crewed to promptly carry out Cargo transfer operations within or between Terminal's Berths, and undock and vacate the Berth on order of the Tampa Electric twenty (24) hours a day, seven (7) days a week with any crew overtime being at the sole cost and expense of the Ocean Vessel. For purposes of these Terminal Rules and Regulations, "promptly" shall mean within thirty (30) minutes of notice being tendered by the Tampa Electric.

In the event that the Ocean Vessel fails to comply with these requirements and another Ocean Vessel, although filed later, Terminal management may, in its sole discretion, and without liability to anyone, bypass the subject Ocean Vessel. If the Ocean Vessel is ordered to Berth and a delay in delivery of the Ocean Vessel to Berth occurs in excess of three (3) hours from the time that the Ocean Vessel was ordered to Berth due to circumstances or conditions within the control or due to the fault of the Ocean Vessel, its owner(s), operator(s), charterer(s), agent(s) or employee(s), the Ocean Vessel, its owner(s), operator(s), the Ocean Vessel, its owner(s), operator(s), charterer(s) and agent(s) shall be responsible, jointly and severally, for a dead Berth charge of \$5,000 for each hour or fraction thereof until the Ocean Vessel is moored in Berth, regardless of intervening circumstances of any nature, which charge shall be assessed as liquidated damages.

**17. BERTH ASSIGNMENT.** Terminal operations may be scheduled at Terminal's Berths and in any combination thereof

**18. REFILING.** If any Ocean Vessel that has filed at the Terminal, is ordered to Berth by Terminal management and is unable or refuses to accept a Berth, due to any reason whatsoever, or otherwise fails to comply with these Terminal Rules and Regulations, the Terminal management may, at its sole discretion cancel its original filing. If filing is cancelled, the Ocean Vessel must refile and will be assigned a rotation in the Terminal lineup based on the new filing time.

### **Loading and Unloading**

**19. BERTHING AND SAFETY EQUIPMENT.** Upon berthing, the Ocean Vessel shall immediately and at all times provide adequate lighting, equipment and appropriate officers and crew aboard to permit Loading or Unloading, as the case may be, of Cargo at any time of the day or night, including Saturdays, Sundays and Holidays. All Ocean Vessel officers and crews shall wear life jackets, safety glasses and hard hats while on the Terminal docks and when transiting the conveyor walkway system to and from the docks.

**20. LINE HANDLING.** The master and crew of every Vessel will provide assistance in handling lines and operating deck machinery. An English-speaking deck officer must be available to ensure timely response to directions of any representatives of the Terminal relative to handling of lines. Terminal representatives will position lines on the shoreside.

**21. VACATING BERTH.** Whenever an Ocean Vessel is unable or refuses to load or unload, or shift within or between anchorage sites, mid-stream transfer facilities, berths or docks, the Terminal management may order the Ocean Vessel to vacate the Berth after notice to vacate is delivered to the Ocean Vessel's master or agent. If an Ocean Vessel refuses or fails to vacate the Berth



when ordered to vacate, Tampa Electric shall be entitled to charge and recover from Ocean Vessel and Vessel Party as liquidated damages the sum of \$5,000.00 per hour for each hour or fraction thereof of each calendar day from one hour after delivery of the notice to vacate that the Ocean Vessel remains in Berth, regardless of any intervening circumstances of any nature.

Furthermore, Tampa Electric reserves the right to order, at its sole discretion, any Ocean Vessel to vacate the Berth. Should the Ocean Vessel fail to vacate the Berth when so ordered, a charge of \$5,000 per hour, for each hour or fraction thereof that the Ocean Vessel remains in Berth, shall be assessed against the Ocean Vessel and Vessel Party as liquidated damages, which charge of \$5,000 per hour shall be assessed for each hour or fraction thereof of each calendar day from one hour after delivery of the notice to vacate until the Ocean Vessel vacates the Berth, regardless of intervening circumstances. If the Ocean Vessel does not vacate the Berth when so ordered, the Ocean Vessel will be subject to, in addition to the liquidated damages above, all costs, including but not limited to, attorney fees and expenses in connection with the moving of the Ocean Vessel, which costs and expenses (and liquidated damages) shall be for the account of and the full risk of the Ocean Vessel and Vessel Party.

**22. VESSEL ROTATION.** The Terminal management may alter the turn of Ocean Vessels to be loaded or unloaded, when, in its sole judgment, it is in the best interest of Terminal operations.

**23. CONTINUOUS READINESS.** Assignment of Berth under these Terminal Rules and Regulations is predicated upon Ocean Vessel's continuous readiness twenty-four (24) hours a day, seven (7) days a week to receive or discharge Cargo at Terminal's full normal rate, throughout the entire time in Berth and compliance with the directions of Terminal management, including shifting within or between anchorage sites or Berths. Any delay in Loading or Unloading by the Ocean Vessel or refusal to follow directions of Terminal management, including



an order to vacate the Berth, shall subject the Ocean Vessel and Vessel Party to a charge of \$5,000 for each hour or fraction thereof of delay which shall be assessed as liquidated damages regardless of intervening circumstances of any nature.

**24. VACATING BERTH UPON COMPLETION OF LOADING/UNLOADING.**

Ocean Vessel shall vacate the Berth within one (1) hour of completion of Loading or Unloading. If an Ocean Vessel refuses or fails to vacate the Berth when ordered to vacate, Tampa Electric shall be entitled to charge and recover as liquidated damages from the Ocean Vessel and Vessel Party, the sum of \$5,000 per hour for each hour or fraction thereof from one hour after receipt of the notice to vacate until vacation of the Berth occurs regardless of any intervening circumstances of any nature. If the Ocean Vessel does not timely vacate the Berth, the Ocean Vessel will be subject to, in addition to the liquidated damages above, to all costs (including but not limited to attorney fees) and expenses in connection with the moving of the Ocean Vessel, which costs and expenses (and liquidated damages) shall be for the account of and the full risk of the Ocean Vessel and the Vessel Party.

**25. WEATHER CONDITIONS.** When, in the Terminal management's opinion, weather conditions threaten the safety of any moored or fleeted Vessel and/or the structural integrity of the Terminal facilities, transfer operations will be suspended and any Vessel moored or fleeted at the Berth shall vacate the Berth immediately when requested by the Terminal management to do so and until such time as weather conditions permit it to return (irrespective of whether the order by Terminal management to vacate the Berth precedes any similar order to vacate issued by the Tampa Port Authority). If any Vessel does not leave the Berth within three (3) hours of being ordered to do so, all costs (including but not limited to attorney fees) and expenses in connection with the moving of the Vessel and mooring or fleetings of same, as the case may be, shall be for the account of and at the full risk of the Vessel and Vessel Party. In no event shall



Tampa Electric have any responsibility for any Vessel, including but not limited to the cost of moving a Vessel that is ordered to vacate the Berth for any reason provided in these Terminal Rules and Regulations. Any damage to the Terminal facilities or other equipment shall be the responsibility of the Vessel Party and Vessel. Any Vessel calling at the Terminal shall be subject to the written guidelines and procedures relative to hurricanes adopted by Tampa Electric, a copy of which has been provided to the Vessel Party.

**26. USE OF TUGS.** When an Ocean Vessel is entering or leaving the Berth, Vessel Party shall be responsible for furnishing all necessary tugs. The cost of such tugs shall be at the sole expense of and for the account of the Vessel and the Vessel Party without refund or credit against any charges due and owing Tampa Electric. If, in the opinion of the Terminal management, the weather or other conditions so warrant, each Ocean Vessel upon entering and leaving or lying at Berth (including shifting within the Berth) may be required to make use of additional tugs, depending on the size of the Ocean Vessel, which additional tugs shall be at the sole risk and expense of the Vessel and the Vessel Party.

**27. STOWAGE.** The Vessel Party shall be solely responsible for the stowage of the Cargo. Cargo shall be stowed within the Vessel only in areas where grabs and equipment spouts can reach, subject to Vessel design capability. Dozer work shall be provided to the Vessel Party at an additional charge agreed upon by Tampa Electric and Vessel Party prior to the Vessel coming into Berth. In any event, the loading sequence plan shall not exceed two (2) pass loadings and two (2) hold trims.

**28. SUITABILITY OF CARGO.** Users acknowledge that Tampa Electric only provides transfer facilities and outside ground storage of the Cargo at the Terminal. Tampa Electric reserves the right, without any responsibility for any loss, damage, or demurrage that may arise, to refuse any Cargo because in the sole discretion of Tampa Electric, such Cargo is unmerchantable or in unfit



condition for Loading, Unloading, Storage, transfer or handling; or because of lack of space, facilities or equipment, or for any other reason based on the sole judgment of Tampa Electric. Tampa Electric shall not be responsible for any loss, damage or delay caused by varying temperatures, moisture and weight changes and/or spontaneous combustion of Cargo, frost, heating, flood, the elements, evaporation, natural shrinkage, wastage or decay or from insufficient notification, or from war, insurrection, Acts of God, or acts or failure to act of any Governmental entity, or for any consequences arising therefrom, or from concealed damage, leakage, variation in weights, or for losses in weights whether occurring while Cargo is in Storage or during Loading, Unloading or while otherwise being handled, or for failure to detect or remedy same.

**29. VESSEL SUITABILITY.** Tampa Electric reserves the right to refuse any Vessel considered unseaworthy due to damage, distribution of load, draft or lack of freeboard, lists or such other reason for which Tampa Electric deems the Vessel not suitable for handling at the Terminal. The Vessel Party, at all times, shall remain responsible for the seaworthy condition of the Vessel. The berthing of any Ocean Vessel or delivery of any river barge to the Terminal shall constitute a warranty by the Vessel Party to Tampa Electric that there are no latent defects in the Ocean Vessel and that same is capable of either being loaded with the Cargo to be loaded by the Terminal or to be unloaded by the Terminal using the equipment normally employed by the Terminal. In no event shall Tampa Electric be responsible for the seaworthiness, maintenance, repair or service of Ocean Vessels coming into the Berth of the Terminal, such responsibility being that of the Vessel Party. Notwithstanding the foregoing, should any Vessel develop any leaks, cracks or other conditions which, in the sole judgment of Tampa Electric may result in damage to the Vessel and/or its Cargo, Vessel Party agrees to take whatever steps are necessary to protect the Vessel and/or its Cargo.



Notwithstanding anything to the contrary herein, the Terminal is a private terminal facility and is not a "marine terminal operator" as defined by the Shipping Act of 1984, as amended. Common carriers by water (such as liners), as defined by the Shipping Act of 1984, as amended, will not be accepted for Loading or Unloading at the Terminal. 46 U.S.C. App. Section 1702 (6) defines a common carrier as "a person holding itself out to the general public to provide transportation by water of passengers or cargo between the United States and a foreign country... except that the term does not include... ocean transportation by...ocean tramp...." Only Vessels engaged in private or contract carriage pursuant to private commercial arrangements will be accepted by the Terminal.

The standard Ocean Vessel acceptable for Unloading is a geared or gearless, bulk carrier, 650' LOA, 100' beam which can ballast to achieve an air draft of 75'. Channel and berth will accommodate vessel draft of up to 33'. Requests for exceptions to the foregoing shall be made at the time of Vessel filing and shall be subject to the sole discretion of the Terminal.

### **Additional Services, Rates and Charges**

**30. CHARGES.** Tampa Electric shall render invoices for services provided hereunder upon completion of said services and the User agrees to pay said invoices within thirty (30) days from date of invoice. Any invoice that remains unpaid after thirty (30) days from date of invoice shall earn interest, compounded at one and one-half interest (1-1/2%) percent per month or the maximum legal interest rate allowed under Florida law, whichever is less. Any pending or alleged claims against Tampa Electric will not be allowed as an offset against outstanding or accrued charges until such claims have been allowed or legally established.

The number of tons of Cargo to be invoiced by Tampa Electric shall be certified by a representative of the National Cargo Bureau or a mutually agreed surveyor



who shall perform a displacement survey to determine the tonnage transferred. Such displacement survey shall be performed at the sole cost and expense of the User and it is agreed that copies of the certificate shall be concurrently submitted to the User and Tampa Electric.

**31. BUNKERS.** Absent the prior approval of Tampa Electric no bunkers, diesel fuel or oils, may be received by Ocean Vessels in Berth. To the extent, taking of bunkers hinders Terminal operations; the actual cost associated with any delay will be billed to the Vessel Party.

**32. REPAIRS.** Once the Notice of Readiness has been tendered, no repairs that would impede the movement of the Vessel or that would interfere with Cargo transfer operations or affect safety shall be undertaken.

**33. VISITORS AND DELIVERY OF VESSEL PROVISIONS.** Tampa Electric reserves the right to deny access to any Visitor or Visitors whom Tampa Electric, in its sole discretion, deems may result in injury, damage or loss to persons or property at the Terminal. Every person entering the Terminal facilities must sign in with the Terminal office before proceeding to any Vessel or Terminal building and shall furnish Tampa Electric with identification acceptable to Tampa Electric. Any person or vehicle that enters the Terminal facilities shall be subject to a search. Such Visitors, subject to the prior approval of the Tampa Electric may arrange for outside transportation for pickup and delivery at the Terminal. Approved Visitors may gain access to Vessels berthed at Berth No. 1 via foot by transiting the walkways along Conveyor D. Such access, however, shall require that the Visitor furnish twenty-four (24) hours prior written notification to the Terminal office of same and verify that the Vessel's starboard accommodation ladder is in service. All Visitors must wear protective equipment, hard hats, safety glasses and life jackets. Delivery of provisions or stores to any Vessels berthed at the Terminal shall require the prior approval of Tampa Electric subject to a determination by the Terminal whether such activities will interfere with



Cargo operations or Vessel arrivals, departures or shifting. The Vessel agent must be present when provisions are to be brought on to a Vessel and must provide, at the sole cost of Vessel Party or Vessel Agent, for a launch service to obtain access to the Vessel. Any Visitor shall execute such releases and indemnity agreements as required by Tampa Electric as a condition to being allowed access to the Terminal facilities.

**34. SPECIAL CONTRACTS.** Charges for services or items not specifically provided for in these Terminal Rules and Regulations shall be assessed pursuant to a separate contract with Tampa Electric.

**35. LIENS.** All lawful charges made by or due to Tampa Electric shall constitute a lien in favor of the Tampa Electric upon the Cargo and against any Vessel for such charges to the full extent permitted by law.

### **Definitions and Notes**

**36. VESSEL.** The term "Vessel" or "Vessels" shall include any river barge, ocean-going barge, or Ocean Vessel.

**37. OCEAN VESSEL.** The term "Ocean Vessel" shall mean any Vessel, other than a river barge, that utilizes the services and facilities of the Terminal for the Loading, Unloading, Storage, handling or transfer of Cargo.

**38. CARGO.** The term "Cargo" shall include, but not be limited to, coal and petroleum coke.

**39. TERMINAL.** The term "Terminal" means the Tampa Electric Company, Big Bend Terminal, located on the east coast of Tampa Bay near the city of Tampa, Florida.

- 40. HOLIDAYS.** The term "Holidays" includes July 4<sup>th</sup>, Thanksgiving Day and Christmas Day. All guarantees are exclusive of Holidays.
- 41. BERTH.** The term "Berth" or "Berths" means Terminal's dock.
- 42. USER OR USERS.** The terms "User" or "Users" shall include Vessel Party and all individuals or business entities, including all Ocean Vessels, river barges, trucks, railroad cars or other means of conveyance and/or equipment used by said individuals or business entities, which utilize the services and/or facilities of the Terminal.
- 43. VESSEL PARTY.** The term "Vessel Party" or "Vessel Parties" means any party or parties either owning, nominating or contracting with the Vessel including, but not limited to, its agent(s), owner(s), operator(s) and/or charterer(s).
- 44. STORAGE.** The term "Storage" shall mean the service of providing facilities for the outside storing of inbound or outbound Cargo.
- 45. LOADING AND UNLOADING.** The terms "Loading" and "Unloading" shall mean the service of Loading or Unloading Cargo, as the case may be, between any place at the Terminal and railroad cars, trucks, Vessels, river barges or any other means of conveyance to or from the Terminal.
- 46. VISITORS.** The terms "Visitors" or "Visitor" mean any individual or entity listed in the Visitor List and any other individual or entity that seeks access to the Terminal facilities or any Vessel berthed there, including, but not limited to, any surveyor.



**Form D**  
**Rail Transportation Proposal Form**  
**Tampa Electric Company**  
**Fuels Management**  
**Part 1 of 2**

Company Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Authorized Representative: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Corporate Affiliations (Include parent, subsidiary and affiliated companies):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Facility Locations:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Rail Equipment Description (Include design, configuration, type, size, cargo capacity and other pertinent information):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Description of Rate Escalation Methodology (Include all applicable components, timing, indices, surcharges, etc.):

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Description of Rail Demurrage and Despatch Rates:

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Description of Deadfreight Rate:

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Description of Unloading Time Allowed at Destination:

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Insurance Coverage Description (types of coverage, insured's coverage limits, carrier, policy numbers and expiration dates, etc.):

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Rail Transportation Proposal Form **DRAFT 07/06/07**

Major Customer Listing (Include company name, tonnage lifted in 2005 and 2006, Contact and Phone number):

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State if other Transportation Service Providers/Parties will participate in providing any part of this service. (Include company name, contact, phone number, and description of services rendered):

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Financial Information (provide last five years of audited financial statements and credit rating):

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Form D, Part 2 of 2  
Rail from Mine District to Terminals

Rates to Terminal

LOCATION	RATE FOR UP TO 5MM TONS	RATE FOR UP TO 4MM TONS	RATE FOR UP TO 3MM TONS	RATE FOR UP TO 2MM TONS	RATE FOR UP TO 750K TONS
<b>New Orleans</b>					
IC Rail Terminal					
<b>Mobile</b>					
McDuffie Island Coal Terminal					
<b>Mid-Atlantic Area</b>					
Baltimore Terminal					
Chesapeake Bay Piers					
Dominion Terminal Associates					
Lamberts Point P-6					
Pier IX Terminal Company					
Shipyard River Terminal					
<b>Tampa Area</b>					
Tampaplex					
Rockport					

Use additional sheets if bidding from more than one mine district. If needed, use the space to explain your bid further.



Rail Transportation Proposal Form *DRAFT 07/06/07*

Signature:

\_\_\_\_\_

(Signature of person having proper authority to  
legally obligate the Transportation Company)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Exceptions shall be identified by number. For each exception, indicate how much the price would be adjusted for the in order for the exception to be waived.

This image shows a full page of a blank sheet of yellow paper. The paper has horizontal ruling lines spaced evenly across its surface. There are no margins, text, or other markings on the page.



Provide the company's safety and environmental records for the past three (3) years.

This image shows a full page of blank, yellow-lined paper. The paper has a light cream or pale yellow background color. It is ruled with thin, dark grey or black horizontal lines that are evenly spaced across the entire page. There are no margins, text, or other markings on the paper.

# AUSLEY & McMULLEN

ATTORNEYS AND COUNSELORS AT LAW

227 SOUTH CALHOUN STREET  
P.O. BOX 391 (ZIP 32302)  
TALLAHASSEE, FLORIDA 32301  
(850) 224-9115 FAX (850) 222-7560

July 6, 2007

HAND DELIVERED

Ms. Ann Cole, Director  
Division of Commission Clerk  
and Administrative Services  
Florida Public Service Commission  
2540 Shumard Oak Boulevard  
Tallahassee, Florida 32399-0850

Re: Fuel and Purchased Power Cost Recovery Clause with Generating Performance  
Incentive Factor; FPSC Docket No. 070001-EI

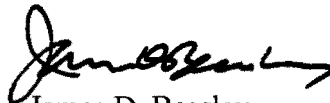
Dear Ms. Cole:

Enclosed for filing in the above docket are the original and seven (7) copies of Tampa Electric Company's Notice of Intent to Seek Confidential Classification and Request for Temporary Protective Order of certain information being made available at the request of the Commission's Staff.

Please acknowledge receipt and filing of the above by stamping the duplicate copy of this letter and returning same to this writer.

Thank you for your assistance in connection with this matter.

Sincerely,



James D. Beasley

JDB/pp  
Enclosure

cc: All Parties of Record (w/enc.)

This docketed notice of intent was filed with Confidential Document No. 05684-07. The document has been placed in confidential storage pending timely receipt of a request for confidentiality.

DOCUMENT NUMBER-DATE

05683 JUL-6 5

FPSC-COMMISSION CLERK



BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Fuel and Purchased Power Cost Recovery	)	
Clause with Generating Performance Incentive	)	DOCKET NO. 070001-EI
Factor.	)	FILED: July 6, 2007
_____	)	

**NOTICE OF INTENT TO SEEK CONFIDENTIAL CLASSIFICATION  
AND REQUEST FOR TEMPORARY PROTECTIVE ORDER**

Tampa Electric Company ("Tampa Electric" or "the company") pursuant to Section 366.093, Florida Statutes, and Rule 25-22.006, Florida Administrative Code, hereby serves notice of its intent to seek confidential classification of certain information being made available at the request of the Commission's Staff and moves the Commission for a temporary protective order concerning said information and, as grounds therefore, says:

1. In connection with its preparation of a request for proposals regarding certain transportation services to be provided to Tampa Electric, the company has prepared a Request for Proposals ("RFP"). Staff has requested an opportunity to review the draft RFP prior to its being finalized.

2. Tampa Electric is this date providing, at Staff's request, a copy of the RFP under a separate cover letter to the Commission Clerk requesting that information in question be treated confidentially. The RFP is printed on yellow paper stock and stamped "CONFIDENTIAL" in red.

3. Tampa Electric has also agreed to share a copy of the draft RFP with Office of Public Counsel on a temporary confidential basis so that OPC may review the content of the RFP.

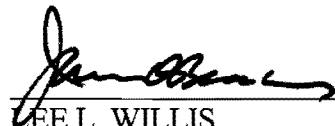
4. Public disclosure of the content of the RPF would be harmful to the competitive interests of Tampa Electric and the interests of the company's customers in that it would adversely affect the company's ability to negotiate solid fuel transportation services on a basis favorable to the company and its customers.

5. By virtue of Rule 25-22.006, Florida Administrative Code, the company's request for a temporary protective order concerning the draft RFP will provide temporary protection of the confidential information while in possession and custody of the Office of Public Counsel.

WHEREFORE, Tampa Electric Company submits the foregoing as its Notice of Intent to Seek Confidential Classification and Request for Protective Order relative to the draft RFP the company is this day providing to the Florida Public Service Commission and the Office of Public Counsel.

DATED this 6<sup>th</sup> day of July 2007.

Respectfully submitted,



LEE L. WILLIS  
JAMES D. BEASLEY  
Ausley & McMullen  
Post Office Box 391  
Tallahassee, Florida 32302  
(850) 224-9115

ATTORNEYS FOR TAMPA ELECTRIC COMPANY



CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing Notice of Intent to Seek Confidential Classification and Request for Temporary Protective Order, filed on behalf of Tampa Electric Company, has been furnished by U. S. Mail or hand delivery (\*) on this 6<sup>th</sup> day of July 2007 to the following:

Ms. Lisa Bennett\*  
Staff Attorney  
Office of the General Counsel  
Florida Public Service Commission  
2540 Shumard Oak Boulevard  
Tallahassee, FL 32399-0850

Mr. John T. Burnett  
Associate General Counsel  
Progress Energy Service Co., LLC  
Post Office Box 14042  
St. Petersburg, FL 33733-4042

Mr. Paul Lewis, Jr.  
106 East College Avenue  
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Tallahassee, FL 32301-7740

Mr. John W. McWhirter, Jr.  
McWhirter, Reeves & Davidson, P.A.  
400 North Tampa Street, Suite 2450  
Tampa, FL 33601-5126

Ms. Patricia A. Christensen  
Associate Public Counsel  
Office of Public Counsel  
111 West Madison Street – Room 812  
Tallahassee, FL 32399-1400

Mr. Norman Horton  
Messer Caparello & Self, P.A.  
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Florida Public Utilities Company  
P. O. Box 3395  
West Palm Beach, FL 33402-3395

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Senior Attorney  
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700 Universe Boulevard  
Juno Beach, FL 33408-0420

Mr. William Walker, III  
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Juno Beach, FL 33408-0420

Ms. Susan Ritenour  
Secretary and Treasurer  
Gulf Power Company  
One Energy Place  
Pensacola, FL 32520-0780

Mr. Jeffrey A. Stone  
Mr. Russell A. Badders  
Beggs & Lane  
Post Office Box 12950  
Pensacola, FL 32591-2950

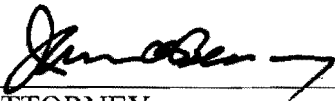
Mr. Robert Scheffel Wright  
Mr. John T. LaVia, III  
Young van Assenderp, P.A.  
225 South Adams Street, Suite 200  
Tallahassee, FL 32301

Mr. Michael B. Twomey  
Post Office Box 5256  
Tallahassee, FL 32314-5256

Karen S. White, Lt Col, USAF  
Damund E. Williams, Capt., USAF  
AFLSA/JACL-ULT  
139 Barnes Drive, Suite 1  
Tyndall Air Force Base, FL 32403-5319

Mr. Jack Shreve  
Senior General Counsel  
Ms. Cecilia Bradley  
Senior Assistant Attorney General  
Office of the Attorney General  
The Capitol – PL01  
Tallahassee, FL 32399-1050

Mr. James W. Brew  
Brickfield, Burchette, Ritts & Stone, P.C.  
1025 Thomas Jefferson Street, NW  
Eighth Floor, West Tower  
Washington, D.C. 20007-5201

  
\_\_\_\_\_  
ATTORNEY