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BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition for Determination of Need of Hines Unit 3 Power Plant.)
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Docket No.: 020953-EI

Submitted for Filing: November 22, 2002

FLORIDA POWER'S OBJECTIONS TO FLORIDA PARTNERSHIP FOR AFFORDABLE COMPETITIVE ENERGY'S FIRST REQUEST FOR PRODUCTION OF DOCUMENTS

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Pursuant to § 350.0611(1), Fla. Stat. (2000), Fla. Admin. Code R. 28-106.206, and Fla. R. Civ. P.1.350, Florida Power Corporation ("FPC" or "Florida Power") objects to Florida's Partnership for Affordable Competitive Energy's ("PACE") First Request for Production of Documents (Nos. 1-66) and states as follows:

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GENERAL OBJECTIONS

On September 26, 2002, the Prehearing Officer issued an order establishing procedure requiring that all discovery shall be completed by Wednesday, November 20, 2002, and providing Florida Power with 20 days to respond to written discovery from any party. Knowing this, PACE waited to file its original Petition to Intervene in this docket until October 31, 2002 after 4:00 p.m. – exactly 20 days prior to the discovery cut-off.

These interrogatories were served with PACE's original petition to intervene without regard to its party status and ignoring Florida Power's due process rights in this proceeding. Because PACE was not at a party at the time it served its discovery, it had no right to serve discovery and no entitlement to receive any response. Numerous administrative rules and decisions establish that an intervenor must accept a case as it finds it and has no standing to

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participate, e.g., by serving discovery, unless and until granted intervention, and only then if it can do so in accordance with the procedures that govern the case. . See Rule 25-22.039; Panda Energy International v. E. Leon Jacobs, et al, citing, Coast Cities Coaches, Inc. v. Dade County, 178 So. 2d 703 (Fla. 1965). Because PACE did not and could not obtain party status the day it filed its petition (without denying Florida Power an opportunity to respond), there was no way PACE could timely serve discovery under the existing ground rules in the case, as established by the Prehearing Officer and well known to PACE or any other interested person.

On November 8, 2002, the Prehearing Officer denied PACE's intervention. This confirmed conclusively that Florida Power had no obligation whatsoever to respond to PACE's discovery. Indeed, it would have been irresponsible for Florida Power to expend the time and resources to do so.

Following this, PACE waited until 5:30 p.m. on Friday, November 15, 2002 to file its Amended Petition to Intervene. And although Florida Power would usually have had 7 days to respond to PACE's petition, it did so in less than 2 business days and prior to the November 20, 2002 Prehearing Conference, as a courtesy to PACE and the Prehearing Officer, even though Florida Power's lead attorney was out of the state from Saturday November 16 through late on Monday, November 18.

At the Prehearing conference, the Prehearing Officer granted PACE's Amended Petition to Intervene and also granted PACE the extraordinary relief of permitting it discovery outside the timeframe permitted in the prehearing order even though PACE by its late filing was solely responsible for creating the timing issues it faced at that time. Specifically, the Prehearing Officer ordered Florida Power to submit these objections to PACE's written discovery by Friday,

November 22, 2002, and provide responses -- as ordered by the Prehearing officer on Monday, November 25, 2002 – November 27, 2002, in just 5 business days.

Given the time constraints imposed by the extraordinary relief provided by the Prehearing Officer to PACE and the virtual impossibility of providing PACE with the overbroad, immaterial, irrelevant, and sometimes harassing amount of information requested, Florida Power makes its general and specific objections as follows:

FPC objects to any request that calls for the production of documents protected by the attorney-client privilege, the work product doctrine, the accountant-client privilege, the trade secret privilege, or any other applicable privilege or protection afforded by law, whether such privilege or protection appears at the time the response is first made to these requests or is later determined to be applicable based on the discovery of documents, investigation, or analysis. FPC in no way intends to waive any such privilege or protection.

In certain circumstances, FPC may determine upon investigation and analysis that information responsive to certain requests to which objections are not otherwise asserted are confidential and proprietary and should not be produced or should be produced only under an appropriate confidentiality agreement and protective order. Certain confidential, proprietary, business information, held by Florida Power (such as information and documents relating to specific contracts or negotiations for contracts relating to Hines 3 or other business operations) contain competitively sensitive information that FPC should not be required to produce to competitors such as the members of PACE who seek to contract for the same kinds of services that FPC does on a regular basis. This information should be protected from disclosure entirely where indicated as the harm to FPC's present and future ability to obtain similar contracts or favorable terms outweighs PACE's need for this level of detailed information in this proceeding.

As to any other confidential, proprietary business information, by agreeing or refusing to provide such information in response to such interrogatory, FPC is not waiving its right to insist upon appropriate protection of confidentiality by means of a confidentiality agreement and protective order. FPC hereby asserts its right to require such protection of any and all documents and information it has agreed to or may be required to produce that may qualify for protection under the Florida Rules of Civil Procedure and other applicable statutes, rules, and legal principles.

FPC further objects to producing any information or documents reflecting the confidential information received from bidder to its RFP solicitation. FPC has issued a letter to each bidder indicating that PACE has obtained leave to intervene in the proceeding and requesting that each Bidder take a position as to whether PACE can be provided with the Bidder's confidential, proprietary, competitively sensitive bid information. FPC does not intend on producing such information absent a direct order of the Commission or the express written consent of the individual bidder. FPC would specifically note that no Bidder is currently participating in this proceeding and even those Bidders who may be members of PACE have not – to date – authorized PACE to waive the confidential nature of their bid information. Perhaps more importantly, non-PACE member bidders who have expressly chosen not to participate in this proceeding may strongly object to the release to its competitors (i.e. PACE's members) their confidential, proprietary, bid information.

FPC would specifically request that the Prehearing Officer refrain from requiring FPC to provide any confidential bidder information to PACE until such time as each bidder has had the opportunity either to waive their confidentiality claims in connection with this information or to seek appropriate a protective order from this Commission. FPC would note that in the recent need determination proceedings filed by Florida Power & Light, several Bidders who chose not

to participate in the proceeding filed motions for protective order, which were granted to protect their confidential bid information from disclosure to their direct competitors. See Order PSC-02-0611-PCO-EI in docket numbers 020262-EI and 020263-EI.

Attached to these objections is a letter provided to Bidders advising each Bidder of PACE's intervention in the proceeding and suggesting that each Bidder take action to protect the confidential information contained in its bid. However, in fairness to the Bidders, FPC cannot be certain – especially in light of the upcoming Thanksgiving Holiday – that Bidders have been afforded an adequate opportunity to respond to Florida Power's letter. Florida Power will attempt also to contact Bidders by phone to alert them to the present circumstances, but cannot assure the Commission that it will be able to reach all necessary persons in the timeframe presently allowed.

FPC objects to the definition of "FPC," "you," "your," or "yourselves" to the extent it purports to require FPC to provide responses on behalf of Florida Progress Corporation, Progress Energy, Inc., Progress Energy Service Company, LLC, or any other affiliates. FPC does not have an obligation under the rules to produce materials in the hands of these companies.

FPC further objects to these requests and any definitions or instructions that purport to expand FPC's obligations under applicable law.

FPC objects to any request that requires the production of "all" or "each" as it cannot give assurances, even after a good faith and reasonably diligent attempt that "all" or "each" responsive document will be found. Indeed, it may well be impossible to assure compliance with the exercise of reasonable diligence. Moreover, given the extraordinary time constraints imposed in this case, Florida Power can only commit to produce such relevant documents as it has assembled or can reasonably collect in the next 5 business days.

Finally, FPC objects to these requests to the extent they seek information or documents irrelevant to this proceeding and clearly designed to improperly obtain discovery for use in the Bid Rule docket. Such requests are inappropriate and intolerable.

FPC incorporates by reference all of the foregoing general objections into each of its specific objections set forth below as though pleaded therein.

DOCUMENT REQUESTS

1. All documents, including correspondence, contracts, or amendments to contracts, regarding contractual arrangements between you and any supplier of combustion turbines to provide combustion turbines for FPC's Hines 3 electrical power plant.

FPC objects to this request as an improper attempt to obtain FPC's confidential, proprietary business information. FPC is willing to comment on the status of contracts for such equipment, but does not believe that producing detailed negotiated contracts is material or probative of the ultimate issues in the case. FPC has thoroughly described how it arrived at its cost estimate for Hines 3, and a fishing expedition into detailed terms – if known – surrounding certain components is nothing more than a thinly veiled attempt by PACE to obtain competitive intelligence.

2. All documents related to cancellation fees or other costs to you should you cancel orders for combustion turbines.

FPC objects to this request as overbroad, seeking documents outside the scope of this proceeding, and not reasonably calculated to lead to the discovery of admissible evidence to the

extent it relates to something other than Hines 3. FPC further objects to this request as an improper attempt to obtain FPC's confidential, proprietary business information. FPC is willing to comment on the status of contracts for such equipment, but does not believe that producing detailed negotiated contracts or information about them is material or probative of the ultimate issues in the case. FPC has thoroughly described how it arrived at its cost estimate for Hines 3, and a fishing expedition into detailed terms – if known – surrounding components is nothing more than a thinly veiled attempt by PACE to obtain competitive intelligence.

3. All documents, including correspondence, regarding contractual arrangements between you and any supplier of heat recovery steam generators to provide heat recovery steam generators to Hines 3.

FPC objects to this request as an improper attempt to obtain FPC's confidential, proprietary business information. FPC is willing to comment on the status of contracts for such equipment, but does not believe that producing detailed negotiated contracts is material or probative of the ultimate issues in the case. FPC has thoroughly described how it arrived at its cost estimate for Hines 3, and a fishing expedition into detailed terms – if known – surrounding components is nothing more than a thinly veiled attempt by PACE to obtain competitive intelligence.

4. All documents related to cancellation fees or other costs to you should you cancel orders for heat recovery system generators.

FPC objects to this request as overbroad, seeking documents outside the scope of this proceeding, and not reasonably calculated to lead to the discovery of admissible evidence to the extent it relates to something other than Hines 3. FPC further objects to this request as an

improper attempt to obtain FPC's confidential, proprietary business information. FPC is willing to comment on the status of contracts for such equipment, but does not believe that producing detailed negotiated contracts or information about them is material or probative of the ultimate issues in the case. FPC has thoroughly described how it arrived at its cost estimate for Hines 3, and a fishing expedition into detailed terms – if known – surrounding components is nothing more than a thinly veiled attempt by PACE to obtain competitive intelligence.

5. All documents, including correspondence, regarding contractual arrangements between you and any supplier of steam turbine generators to provide steam turbine generators for the Hines 3 project.

FPC objects to this request as an improper attempt to obtain FPC's confidential, proprietary business information. FPC is willing to comment on the status of contracts for such equipment, but does not believe that producing detailed negotiated contracts is material or probative of the ultimate issues in the case. FPC has thoroughly described how it arrived at its cost estimate for Hines 3, and a fishing expedition into detailed terms – if known – surrounding components is nothing more than a thinly veiled attempt by PACE to obtain competitive intelligence.

6. All documents related to cancellations fees or other costs to you should you cancel orders for steam turbine generators.

FPC objects to this request as overbroad, seeking documents outside the scope of this proceeding, and not reasonably calculated to lead to the discovery of admissible evidence to the extent it relates to something other than Hines 3. FPC further objects to this request as an improper attempt to obtain FPC's confidential, proprietary business information. FPC is willing

to comment on the status of contracts for such equipment, but does not believe that producing detailed negotiated contracts or information about them is material or probative of the ultimate issues in the case. FPC has thoroughly described how it arrived at its cost estimate for Hines 3, and a fishing expedition into detailed terms – if known – surrounding components is nothing more than a thinly veiled attempt by PACE to obtain competitive intelligence.

7. All documents, including correspondence, regarding contractual arrangements between you and any entity for the provision of construction services for the Hines 3 project.

FPC objects to this request as an improper attempt to obtain FPC's confidential, proprietary business information. FPC is willing to comment on the status of contracts for such service, but does not believe that producing detailed negotiated contracts, or related documents, is material or probative of the ultimate issues in the case. FPC has thoroughly described how it arrived at its cost estimate for Hines 3, and a fishing expedition into detailed terms – if known – surrounding any agreements or on-going negotiations therefore is nothing more than a thinly veiled attempt by PACE to obtain competitive intelligence. Indeed, such disclosure to PACE and its members could impair Florida Power's ability to bring the best possible result to its customers.

8. All documents, including correspondence, regarding contractual arrangements between you and any entity for the provision of engineering services for the Hines 3 unit.

FPC objects to this request as an improper attempt to obtain FPC's confidential, proprietary business information. FPC is willing to comment on the status of contracts for such service, but does not believe that producing detailed negotiated contracts, or related documents, is material or

probative of the ultimate issues in the case. FPC has thoroughly described how it arrived at its cost estimate for Hines 3, and a fishing expedition into detailed terms – if known – surrounding any agreements or on-going negotiations therefore is nothing more than a thinly veiled attempt by PACE to obtain competitive intelligence. Indeed, such disclosure to PACE and its members could impair Florida Power’s ability to bring the best possible result to its customers.

9. All documents, including correspondence, regarding any contractual arrangements between you and any entity for the provision of maintenance services for the Hines 3 unit.

FPC objects to this request as an improper attempt to obtain FPC’s confidential, proprietary business information. FPC is willing to comment on the status of contracts for such service, but does not believe that producing detailed negotiated contracts, or related documents, is material or probative of the ultimate issues in the case. FPC has thoroughly described how it arrived at its cost estimate for Hines 3, and a fishing expedition into detailed terms – if known – surrounding any agreements or on-going negotiations therefore is nothing more than a thinly veiled attempt by PACE to obtain competitive intelligence. Indeed, such disclosure to PACE and its members could impair Florida Power’s ability to bring the best possible result to its customers.

10. All documents, including correspondence, regarding any contractual arrangements between you and any entity for the provision of fuel transport services to the Hines Energy Complex.

FPC objects to this request as an improper attempt to obtain FPC’s confidential, proprietary business information. FPC is willing to comment on the status of contracts for such service, but does not believe that producing detailed negotiated contracts, or related documents, is material or

probative of the ultimate issues in the case. FPC has thoroughly described how it arrived at its cost estimate for Hines 3, and a fishing expedition into detailed terms – if known – surrounding any agreements or on-going negotiations therefore is nothing more than a thinly veiled attempt by PACE to obtain competitive intelligence. Indeed, such disclosure to PACE and its members could impair Florida Power's ability to bring the best possible result to its customers.

FPC further objects to the extent this request encompasses contracts or agreements unrelated to Hines 3 as irrelevant, immaterial, outside the scope of this need proceeding, and not reasonably calculated to lead to the discovery of admissible evidence. If required to provide such contracts which as mentioned above are competitively sensitive, Florida Power would have to negotiate agreeable confidentiality agreements with at least four separate fuel transportation providers, which is unreasonable to request in the timeframe allotted. This is particularly onerous given that none of the contracts relate to transportation services to Hines 3.

11. All documents, including correspondence, regarding interconnection arrangements to connect the Hines 3 unit to the electric grid.

12. Copies of any proposed purchase power contract that you prepared for consideration relative to your RFP process.

13. Copies of your business plans for the last seven (7) years.

FPC objects to this request as overbroad, unduly burdensome, seeking documents outside the scope of this need proceeding, and not reasonably calculated to lead to the discovery of admissible evidence. FPC's plans relating to the addition of new generation for the last 7 years

is reflected publicly in its Ten-Year Site Plan documents. This amounts to an improper effort to use this proceeding to gain access to confidential, proprietary business information.

14. Copies of your strategic plans for the last seven (7) years.

FPC objects to this request as overbroad, unduly burdensome, seeking documents outside the scope of this need proceeding, and not reasonably calculated to lead to the discovery of admissible evidence. FPC's plans relating to the addition of new generation for the last 7 years is reflected publicly in its Ten-Year Site Plan documents. This request amounts to an improper effort to use this proceeding to gain access to confidential, proprietary business information.

15. Copies of any documents relating to your preference, if any, to "self-building" facilities to service the need of your native load.

16. Copies of documents provided within the last five (5) years to your senior management (vice-president or above), if any, related to PSC Rule 25-22.082, F.A.C., otherwise known as the "bid rule."

FPC objects to this request as overbroad, seeking documents outside the scope of this need proceeding, and not reasonably calculated to lead to the discovery of admissible evidence. The only relevant issue in this proceeding is whether FPC complied with the current Bid Rule. This request reveals PACE's true agenda to use this proceeding to gain discovery in aid of its position in the Bid Rule docket.

17. Copies of documents you prepared relating to the need determination cases for

FPL's Martin 8 and Manatee 3 units, i.e., PSC Docket Nos. 020262-EI and 020263-EI.

FPC objects to this request as seeking documents outside the scope of this proceeding and not reasonably calculated to lead to the discovery of admissible evidence. FPC was not a party to these dockets, nor do they have any relevance to a need determination for Hines 3.

18. Copies of documents authored by you relating to FPC's policy or practice, if any, of self-building its capacity.

19. All documents related to evaluating responses received in response to your Request for Proposals.

FPC objects to this request to the extent it calls for the disclosure of documents reflecting the confidential bid information of Bidders. No bidder has elected to participate in this proceeding in support of its confidential bid and may seek to protect its confidential, proprietary, bid information from PACE, which is an organization of competitive IPPs who has not – to date – obtained a waiver from its members of their confidential, proprietary bid information. Please see FPC's more detailed objection above, the letter to Bidder's attached hereto, and its request that the Prehearing Officer not require the disclosure of such confidential bidder information until such time as the individual bidders have an opportunity either to waive their rights or to seek protection of their confidential, proprietary, bids.

20. A copy of the transcript of the Bidders Conference held in Tampa, Florida, on or about December 18, 2001, and documents reflecting the name of the court reporting firm which attended the Bidders Conference.

21. All documents that have been provided to FPC senior management (vice-president or above) regarding FPC's generation planning within the last three (3) years.

FPC objects to this request as overbroad, unduly burdensome, seeking documents outside the scope of this proceeding, and not reasonably calculated to lead to the discovery of admissible evidence. FPC will produce documents responsive to this request as they relate specifically to the need for Hines 3 to the extent practicable. However, FPC would again incorporate its objection to providing confidential, proprietary, bidder information that may be contained in such documents as described in response to request 19 above.

22. All computer models used to evaluate proposals received in response to your Request for Proposal and all computer models used to evaluate the Hines 3 unit.

FPC objects to the request to produce "computer models" that FPC does not own but is only licensed to use by the model's vendor. FPC is working to make arrangements for appropriate access to the models at FPC, but may require parties to sign licensing and/or confidentiality agreements. Given the short timeframe remaining for FPC to respond to this request it may well be impossible to arrange access to these proprietary models before the final hearing. However, FPC would again object to providing access to the model to the extent it would require FPC to disclose the confidential, proprietary, bidder information that may be contained in such models as described in response to request 19 above.

23. All documents provided to PSC Staff related to your Request for Proposal process.

FPC would again incorporate its objection to providing confidential, proprietary, bidder

information that may be contained in such documents as described in response to request 19 above.

24. All documents, including internal correspondence and e-mails, regarding all aspects of the bid process.

Same objection as is set forth in response to request 19 above.

25. All documents related to your decision to self-supply the energy for which you sought proposals pursuant to the RFP.

Same objection as is set forth in response to request 19 above. FPC further objects to this request to the extent it seek documents otherwise objected to herein.

26. All documents reflecting communication between you and third parties, including bidders, related to the bid process or RFP.

Same objection as is set forth in response to request 19 above.

27. All documents relating to or reflecting communications between you and any third party who was involved in the bid evaluation process.

Same objection as is set forth in response to request 19 above.

28. All documents reflecting your evaluation of the bids received during the bid process.

Same objection as is set forth in response to request 19 above.

29. All documents relating to or reflecting any short list you prepared during the bid process.

Same objection as is set forth in response to request 19 above.

30. All documents relating to the criteria you used to evaluate bids during the RFP process.

Same objection as is set forth in response to request 19 above.

31. All documents related to the development of the RFP, including drafts of the RFP document.

FPC objects to this request to the extent it purports to invade work product or the attorney-client privilege.

32. All documents reflecting the costs and operating characteristics for each bid.

Same objection as is set forth in response to request 19 above.

33. All documents related to the cost effectiveness of the Hines 3 unit to meet FPC's need for additional electrical capacity and energy.

Same objection as is set forth in response to request 19 above. FPC further objects to this request to the extent it seek documents otherwise objected to herein.

34. All documents, including e-mails and correspondence, related to the actual costs of bringing Hines Unit 2 on line, including, but not limited to, any comparisons to the

projected costs of Hines 3.

FPC will produce documents relating to Hines 3. Otherwise, FPC objects to this request as overbroad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence.

35. All documents, including e-mails and correspondence, related to the elimination of the two bidders for not fulfilling the “basic informational requirements.”

Same objection as is set forth in response to request 19 above.

36. Copies of Notice of Intent Forms from the 17 applicants submitting the NOI.

37. All documents, including e-mails and correspondence, related to what constituted “site control” during the evaluation process.

Same objection as is set forth in response to request 19 above.

38. All documents, including e-mails and correspondence, related to the cost assumptions of “filler supply alternatives” that were assigned to bidder plans, and any comparisons of the operating and up front capital costs of these “generic” plants versus the costs assumed for Hines 3.

39. All documents, including e-mails and correspondence, related to the “total system costs” as produced by the PROVIEW model.

Same objection as is set forth in response to request 19 above.

40. All documents related to the inputs used in the PROVIEW modeling program, and any documents dealing with the output of each run, including the “optimal generation plan” of each bidder’s proposal.

Same objection as is set forth in response to request 19 above.

41. All documents related to scoring and ranking of the bidders’ proposals, and the Hines 3 unit relative to the following “technical criteria”:

- (a) “financial viability”;**
- (b) “permitting certainty”;**
- (c) “commercial operation date certainty”;**
- (d) “impact of PPA”; and**
- (e) “fuel supply and transportation reliability”.**

Same objection as is set forth in response to request 19 above.

42. All documents related to how “acceptance of Key Terms and Conditions” was evaluated and the impact this criteria had relative to the self-build proposal and the bidders’ proposals.

Same objection as is set forth in response to request 19 above.

43. All documents related to how “Reliability Assessment” was evaluated and the impact this criterion had relative to the self-build proposal and the bidders’ proposals.

Same objection as is set forth in response to request 19 above.

44. Any documents relating to the relative importance or significance of the “Technical Criteria” to the overall evaluation, and relative to one another as set forth in Request 41 above.

Same objection as is set forth in response to request 19 above.

45. Any documents related to instructions given, methods employed or decisions made by the “separate technical” teams assigned evaluation responsibilities of various elements of the bidders’ proposals.

Same objection as is set forth in response to request 19 above.

46. Any documents that relate to the appropriateness of using an “equity penalty” during the evaluation process.

Florida Power objects to this request as irrelevant, immaterial, and not reasonably calculated to lead to the discovery of admissible evidence, given that Florida Power did not apply any “equity penalty” in making its decision in this case. Indeed Staff withdrew its discovery on this topic for this reason. This request amounts to a fishing expedition in aid of PACE’s arguments in the Bid Rule docket.

47. All documents that discuss the events of the two FP&L need cases (Martin and Manatee) relative to the impact or implications on the Hines 3 proposal.

FPC objects to this request as seeking documents outside the scope of this proceeding and not reasonably calculated to lead to the discovery of admissible evidence. FPC was not a party to

these dockets, nor do they have any relevance to a need determination for Hines 3.

48. All documents related to FPC's lowering of the Hines 3 cost estimate prior to the short list letters being sent out.

FPC objects to this request as an improper attempt to obtain FPC's confidential, proprietary business information. FPC is willing to and has described the circumstances and source of its refined costs estimate, but does not believe that producing related documents, is material or probative of the ultimate issues in the case. Again, FPC has thoroughly described how it arrived at its cost estimate for Hines 3, and a fishing expedition into detailed terms -- if known -- surrounding any agreements or on-going negotiations therefore is nothing more than a thinly veiled attempt by PACE to obtain competitive intelligence. Indeed, such disclosure to PACE and its members could impair Florida Power's ability to bring the best possible result to its customers.

49. Any documents related to the possibility of allowing a bidder to site a facility at the Hines Energy Complex.

Same objection as is set forth in response to request 19 above.

50. All documents related to your decision to provide a "tolling arrangement" modification for Bidder C's proposal.

Same objection as is set forth in response to request 19 above.

51. All documents dealing with the decision not to issue a "Final List."

Same objection as is set forth in response to request 19 above.

52. Any documents related to possible off-system sales from the Hines 3 unit.

53. All documents related to your selecting the Hines 3 unit as the unit for which this need determination is sought.

FPC objects to this request as overbroad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Hines 3 has been shown in FPC's Ten-Year Site Plan since at least 1997 as a planned future resource addition. Hines 3 was selected as the unit for which this need determination is sought because it is FPC's "next-planned generating addition" as that term is used in the Bid Rule. FPC will provide documents relating to its evaluation of alternatives in comparison to Hines 3 as part of the RFP Process.

54. All documents you reviewed to determine that the Hines 3 unit met the minimum evaluation requirements.

55. All documents reflecting bidders' proposed revisions to the terms and conditions of the contemplated purchase power agreement that was part of the RFP document.

Same objection as is set forth in response to request 19 above.

56. All documents authored, revised, edited or received by FPC senior management (vice-president or above) which relate to the RFP process, FPC's need determination, FPC's supplemental site certification for the Hines 3 unit or relate in any other way to the

Hines 3 unit.

FPC objects to this request as overbroad and unduly burdensome. FPC will make a good faith effort to provide responsive materials that can reasonably be collected or identified in the relevant time frame.

57. All documents which relate to your use of an equity penalty when evaluating outside bids offering purchased power.

FPC objects to this request as overbroad and not reasonably calculated to lead to the discovery of admissible evidence. FPC did not use an equity penalty in evaluating bids in this case. Again, FPC notes that Staff withdrew its discovery on this topic for just this reason.

58. All documents relied upon your expert witnesses in formulating their opinions.

Same objection as is set forth in response to request 19 above.

59. All documents describing or related to your plan to store ground water for use at the Hines Energy Complex.

FPC objects to this request to the extent it covers matters outside the scope of Hines Power Block 3 and outside the scope of this need proceeding. Under the explicit holding of Agrico a competitor does not have standing to be heard in a Chapter 403 environmental permitting proceeding, let alone to raise such issues in a proceeding where such matters are not even at issue.

60. All documents identified in your answers to PACE's First Set of Interrogatories to

you.

FPC objects to this request as overbroad and unduly burdensome especially in light of the time constraints now facing FPC in this proceeding. FPC believes that a majority of the documents relevant to this proceeding will be provided in response to the above described requests and that additional documents should not be required to be produced that were not made the subject of a specific production request herein. FPC also incorporates the specific and general objections set forth in response to its interrogatories as though fully set forth herein. Also, FPC adds to the extent not covered that it also asserts the same objection as is set forth in response to request 19 above.

61. All documents related to the resource planning or evaluation process used to identify the Hines 3 unit as the best FPC self-build option.

FPC objects to this request as overbroad and unduly burdensome. FPC will make a good faith effort to provide responsive materials that can reasonably be collected or identified in the relevant time frame.

62. All documents which relate to the Vandolah-Whidden line being associated with independent power producer transmission contracts.

FPC is undertaking to determine whether such contracts are confidential. However, it has been unable to do so given the absence of personnel in the time frame allowed for the making of these objections. Thus, FPC objects to this request to the extent it determines that such contracts are confidential, but agrees to provide same if it determines that they are not confidential.

63. All documents which relate to the \$4.5 million estimated cost of the transmission

facility expansion needed to accommodate the Hines 3 unit.

64. All documents related to the natural gas price forecast that you supplied to Bidder 3.

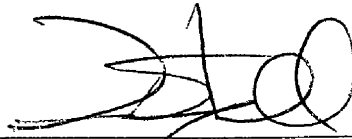
65. All documents, including contracts, that relate to your ability “to negotiate and preserve beneficial combustion turbine equipment pricing and other favorable contract terms and conditions” as that term is used in Mr. Murphy’s testimony at page 9.

FPC objects to this request as an improper attempt to obtain FPC’s confidential, proprietary business information. FPC is willing to comment on the status of contracts for such equipment, but does not believe that producing detailed negotiated contracts or related documents is material or probative of the ultimate issues in the case. FPC has thoroughly described how it arrived at its cost estimate for Hines 3, and a fishing expedition into detailed terms – if known – surrounding certain components is nothing more than a thinly veiled attempt by PACE to obtain competitive intelligence.

66. All documents related to your plans to increase wholesale energy or capacity sales within the State of Florida.

Florida Power objects to this request as irrelevant, immaterial, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Florida Power’s plans to make future wholesale sales have nothing to do with whether Hines 3 is the most cost-effective means of meeting the firm load obligations on which the need for the plant is premised.

Respectfully submitted this 22nd day of November 2002.



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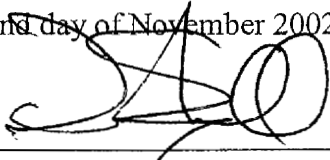
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CERTIFICATE OF SERVICE

I HEREBY CERTIFY THAT a true and correct copy of the foregoing has been served by Facsimile and U.S. Mail to the parties with an asterisk by their name; and by U.S. Mail to the other interested parties of record as listed below on this 22nd day of November 2002.



Attorney

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November 22, 2002
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Re: In re: Petition for Determination of Need of Hines Unit 3 Power Plant
Docket No. 020953-EI

Dear Bidder:

MIAMI ORLANDO ST. PETERSBURG TALLAHASSEE TAMPA WEST PALM BEACH

November 22, 2002

Page 2

We are writing to advise you that the Partnership for Affordable Competitive Energy, ("PACE"), has been granted intervention in the above styled docket filed by Florida Power Corporation seeking a determination of need to build Hines Power Block 3. Because you submitted a bid during Florida Power's RFP solicitation relating to this project, pricing information contained in your detailed bid submission has been submitted to the Commission and its Staff as a part of Florida Power's case. This pricing information is presently protected from public disclosure by an Order granting Florida Power's request that this information be treated as confidential in this proceeding in accord with the provisions of Chapter 366.093 and Rule 25-22.006, F.A.C.

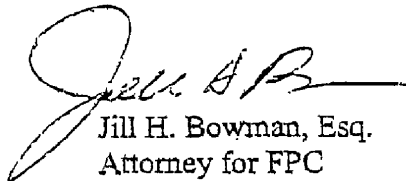
Please be advised, however, that PACE has now requested access to the confidential bid information on file with the Commission as well as access to all bid documents and all documents relating to Florida Power's evaluation of such bids. Florida Power intends to object to producing your confidential, proprietary, bid information to this association of independent power producers, however, Florida Power strongly suggests that each bidder who does not wish its confidential bid information to be disclosed to this association file a separate motion for protective order in this proceeding. **The Prehearing Officer is scheduled to rule on Florida Power's objection to providing your confidential bid information to PACE on Monday, November 25, 2002.**

If you are willing to waive the confidentiality of your bid information at this time so that PACE and/or others may have access to it, please advise Florida Power of this in writing on or before the close of business, Monday, November 25, 2002.

Please understand that Florida Power cannot guarantee that the Prehearing Officer will sustain its objection to providing your confidential bid information to PACE.

We appreciate your prompt attention to this matter in the short timeframe it is required.

Regards,


Jill H. Bowman, Esq.
Attorney for FPC

Regards,


Daniel J. Roeder
RFP Project Manager for FPC