

BEFORE THE
POSTAL RATE COMMISSION
WASHINGTON, D.C. 20268-0001

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POSTAL RATE COMMISSION
OFFICE OF THE SECRETARY

POSTAL RATE AND FEE CHANGES, 2000

Docket No. R2000-1

OBJECTION OF UNITED STATES POSTAL SERVICE
TO UPS INTERROGATORIES UPS/USPS-T34-3(e) and 4
TO WITNESS ROBINSON
(February 25, 2000)

The United States Postal Service hereby objects to interrogatories UPS/USPS-T34-3(e) and 4, filed on February 14, 2000. Subpart (e) of interrogatory 3 concerns a contract between Emery Worldwide Airlines ("Emery") and the Postal Service pursuant to which Emery provides mail processing, surface transportation, and air transportation for Priority Mail. Specifically, subpart (e) requests, for the contract as currently in effect, the rates or rates which the Postal Service will pay Emery in the test year.

This interrogatory is redundant of a prior UPS request for the current contract, to which the Postal Service has previously objected. The Postal Service hereby restates its objection. See *Objection of United States Postal Service To UPS Interrogatory UPS/USPS-T34-1 To Witness Robinson* (February 18, 2000). The Postal Service objects to the disclosure of the specific per-piece rates in the contract's rate schedule for network operation services on the ground that they contain both the contractor's and the Postal Service's confidential, privileged, and proprietary business and commercial information. The Postal Service also objects to the question as cumulative.

The Postal Service also objects to interrogatory 4. This question asks whether, and when, the Postal Service is obligated to pay Emery \$123.7 million in "unbilled revenue," as the phrase is used in an attached "analyst's report." The Postal Service

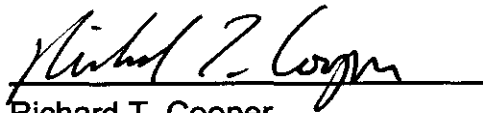
objects to this interrogatory on the grounds that it requests the witness to state a legal conclusion, which is dependent on contractual interpretation. The Postal Service understands that Emery's "unbilled revenue" under the contract, as described in the analyst's report, reflects amounts which Emery asserts that the Postal Service owes Emery under the contract. This matter is under discussion, and the Postal Service does not agree with Emery's position. Final resolution of any disputes over money arising under this contract, if the parties cannot reach agreement, is subject to the formal dispute resolution procedures of the Contract Disputes Act of 1978, as amended, 41 U.S.C. §§ 601 et seq.

Respectfully submitted,

UNITED STATES POSTAL SERVICE

By its attorneys:

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February 25, 2000

CERTIFICATE OF SERVICE

I hereby certify that I have this day served the foregoing document upon all participants of record in this proceeding in accordance with section 12 of the Rules of Practice.


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