

BEFORE THE
POSTAL RATE COMMISSION

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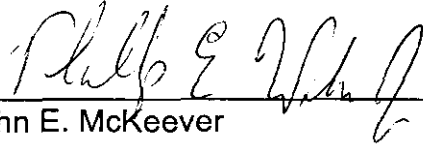
POSTAL RATE AND FEE CHANGES, 2000

DOCKET NO. R2000-1

INTERROGATORIES AND REQUESTS FOR PRODUCTION
OF DOCUMENTS FROM UNITED PARCEL SERVICE TO
UNITED STATES POSTAL SERVICE WITNESS BRADLEY
(UPS/USPS-T18-2 through 4)
(March 23, 2000)

Pursuant to the Commission's Rules of Practice, United Parcel Service hereby serves the following interrogatories and requests for production of documents directed to United States Postal Service witness Bradley: UPS/USPS-T18-2 through 4.

Respectfully submitted,



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INTERROGATORIES OF UNITED PARCEL SERVICE
TO UNITED STATES POSTAL SERVICE WITNESS BRADLEY

UPS/USPS-T18-2. Provide the following information about Exceptional contracts:

- (a) A detailed definition of an Exceptional contract, supplemental to the information contained in Postal Service Handbook F-8 (USPS-LR-I-183).
- (b) A copy of the relevant Postal Service handbook that describes these contracts, supplemental to Handbook F-8.
- (c) Why do such contracts exist?
- (d) Under what conditions are these contracts created?
- (e) How far in advance of need is an Exceptional contract let?
- (f) Into which management information systems and data bases is information on such contracts entered, and at what point in time?
- (g) Does the Postal Service require that a justification or explanation be recorded when an Exceptional contract has been requested?
- (h) Does the Postal Service collect any data on the composition of mail classes carried under Exceptional contracts? If so, provide the information data set.
- (i) Give details of the circumstances and the frequency with which Exceptional contracts are converted to regular contracts and vice versa.
- (j) Explain the use of Form 5429, mentioned in Handbook F-8 (as in the description of Account 53125 on page 1343, for example) in the context of Exceptional contracts.

INTERROGATORIES OF UNITED PARCEL SERVICE
TO UNITED STATES POSTAL SERVICE WITNESS BRADLEY

(k) What management information system or data base records the contents of Form 5429 submissions?

UPS/USPS-T18-3. Provide the following details about Emergency contracts:

(a) A detailed definition of an Emergency contract, supplemental to the information contained in Postal Service Handbook F-8 (USPS-LR-I-183).

(b) A copy of the relevant Postal Service handbook that describes these contracts, supplemental to Handbook F-8.

(c) Why do such contracts exist?

(d) Under what conditions are these contracts created?

(e) How far in advance of need is an Emergency contract let?

(f) Into which management information systems and data bases is information on such contracts entered, and at what point in time?

(g) Does the Postal Service require that a justification or explanation be recorded when an Emergency contract has been requested?

(h) Does the Postal Service collect any data on the composition of mail classes carried under Emergency contracts? If so, provide the information data set.

(i) Give details of the circumstances and the frequency with which Emergency contracts are converted to regular contracts and vice versa.

(j) Explain the use of Form 5429, mentioned in Handbook F-8 (as in the description of account 53126 on page 1344, for example) in the context of Emergency contracts.

INTERROGATORIES OF UNITED PARCEL SERVICE
TO UNITED STATES POSTAL SERVICE WITNESS BRADLEY

(k) What management information system or data base records the contents of Form 5429 submissions?

UPS/USPS-T18-4. Refer to witness Meehan's Workpapers B, Library Reference USPS-LR-I-80, tab Inputs-Costs, lines 55, 56, 59, 61, 63, 64, 68, 69, 71, and 72.

Based on the costs reflected in those workpapers, the proportions of costs of Highway Emergency (EM) and Exceptional (EX) contracts to the master accounts are as follows:

Intra-SCF: EM = 8.07%, EX = 6.14%, EM+EX = 14.22%

Inter-SCF: EM = 19.26%, EX = 5.89%, EM+EX = 25.15%

Intra-BMC: EM = 1.12%, EX = 13.99%, EM+EX = 15.11%


Inter-BMC: EM = 1.09%, EX = 7.80%, EM+EX = 8.88%

(a) Why does the percentage of highway transportation costs attributable to Emergency contracts vary across contract types (Inter-BMC, Intra-BMC, Inter-SCF, and Intra-SCF)?

(b) Why does the percentage of highway transportation costs attributable to Exceptional contracts vary across contract types (Inter-BMC, Intra-BMC, Inter-SCF, and Intra-SCF)?

CERTIFICATE OF SERVICE

I hereby certify that I have this date served the foregoing document by first class mail, postage prepaid, in accordance with Section 12 of the Commission's Rules of Practice.



Phillip E. Wilson, Jr.
Attorney for United Parcel Service

Dated: March 23, 2000
Philadelphia, Pa.

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