

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

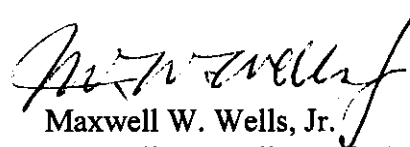
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POSTAL RATE COMMISSION
OFFICE OF THE SECRETARY

DOCKET NO. R2000-1

POSTAL RATE AND FEE CHANGES, 2000

**INTERROGATORIES OF FLORIDA GIFT FRUIT SHIPPERS
ASSOCIATION TO USPS WITNESS BRADLEY (FGFSA/USPS - T-18 - 1-13)**

Pursuant to Section 20 of the Commission's Rules of Practice, Florida Gift Fruit Shippers Association (FGFSA) submits the attached interrogatories and document requests to USPS Witness Bradley, USPS - T - 18.



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Dated: March 23, 2000

FGFSA/USPS-T18-1. Do you agree that the proportions of transportation capacity used by the various classes and subclasses of mail are properly determined by a sound sampling process which establishes the cubic-foot-miles that each mail category utilizes the transportation capacity? If you do not agree, please fully explain.

FGFSA/USPS-T18- 2. Refer to page 15 of T-18.

- a. Identify when the changes from restructuring the purchased highway accounts were implemented.
- b. Are those changes reflected in the cost data for the base year, FY 1998?
- c. Are those changes reflected in the cost data for the most recent year, FY 1999?

FGFSA/USPS-T18- 3. For each purchased highway transportation contract covering each Intra-BMC and Inter-BMC transportation entered into or renewed during the 12 months immediately preceding August, 1998, provide:

- a. All data concerning mail volume, such as pieces, weight and cubic feet, actually experienced during the year before the new or renewal contract, as well as the volume projected for the period of the new or renewal contract, that was taken into consideration in determining the cubic foot capacity covered by the contract.
- b. All data concerning any changes in the frequency or timing for each trip for the transportation service to be provided pursuant to the new or renewal contract which was taken into consideration in determining the cubic foot capacity covered by the contract.
- c. All data concerning utilization of the transportation service during the year or other period prior to the new or renewal contract, or projected for the period of the contract, which was taken into consideration in determining the cubic foot capacity covered by the contract.
- d. All other data which was taken into consideration in determining the cubic foot capacity covered by the contract.

FGFSA/USPS-T18- 4. Explain why cubic-foot-miles of mail products actually transported pursuant to a purchased highway transportation contract is not essential data to be taken into account in determining the variability of the costs of purchased highway transportation.

FGFSA/USPS-T18- 5. Confirm that the variability analysis which you make does not reflect actual or projected mail volumes transported or to be transported. If you do not confirm, please fully explain.

FGFSA/USPS-T18- 6. Explain how cubic feet of mail actually or projected to be transported under purchased highway transportation contracts is reflected in the determination of the cubic feet capacity of the vehicle being contracted for.

FGFSA/USPS-T18- 7. Refer to Table 3 on page 25 of T18. Identify the number of contracts and, separately the number of power only contracts, included for each accounts 53127, 53129, 53131, and 53133.

FGFSA/USPS-T18- 8 Refer to page 42 of T18. Do you concur with the material quoted from the PRC Op., R97-1, Vol. 1, at 213 concerning the purchased cost of a route being a joint cost for the outhaul and the backhaul? If not, please fully explain.

FGFSA/USPS -T18- 9 Do you agree with the statement that "When TRACS assigns the cost to the mail found on the truck at its destination, it is making an arbitrary division of a joint cost."? If not, please fully explain.

FGFSA/USPS -T18- 10. The contracts for purchased transportation for Intra-BMC and Inter-BMC transportation provide for a capacity of cubic- feet miles to be provided. For each transportation mode (Intra-BMC and Inter-BMC) provide the total cubic-foot miles capacity included in the contracts which you analyzed for your testimony in this docket and, separately, in Docket No. R97-1.

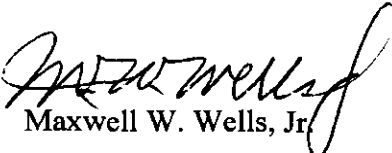
FGFSA/USPS -T18- 11. Are the cubic foot miles of contracted for capacity related to the actual mail volume to be transported under those contracts? If so, please explain how such relationship is determined.-

FGFSA/USPS -T18- 12. For Intra-BMC contracts, is the capacity contracted for based on the actual or projected volume of outbound (out from the BMC) mail? If the inbound volume of mail is significantly lower than the outbound volume, does the contract provide for use of a smaller capacity on the inbound segment of the route?

FGFSA/USPS -T18- 13. In Intra-BMC transportation, where there is an imbalance between the out-bound mail volume and the in-bound mail volume, a portion of the capacity on the in-bound movement will be empty. Do you believe that the cost of an empty backhaul (in-bound) is merely a part of the cost of the out-bound movement? If your response is negative, please fully explain.

CERTIFICATE OF SERVICE

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


Maxwell W. Wells, Jr.

Dated: March 23, 2000