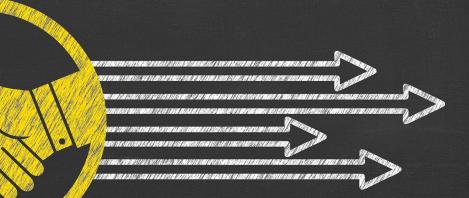


Office of Inspector General | United States Postal Service
Audit Report
Partnership Agreement Compliance

Report Number 19BG004FT000-R20 | December 27, 2019



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# Highlights

# Objective

The U.S. Postal Service enters into partnership agreements to provide customers with customized shipping solutions and mailing incentives. These agreements provide mutual benefits for the Postal Service and its customers.

The Postal Service has had a partnership with for a constraint of the postal Service has had a partnership with for a constraint of the postal Service has entered into the following constraint of the postal Service has entered into the following constraint of the postal Service has entered into the following constraint of the postal Service has entered into the following constraint of the postal Service has entered into the postal Service has entered into the following constraint of the postal Service has entered into the postal

Shipping Services Contract – provides discounted postage prices for domestic parcels with a baseline volume requirement of contract packages annually. The current agreement expires

Marketing and Service Offering Agreement – governs
 Postal Service will promote each other's services. Requires an

which

a year for postage starting in 2016, for the term of the agreement. The

current agreement expires on

Global Customized Mail Agreement - provides postage prices for international parcels and requires an annual minimum commitment of in postage paid. The current agreement expires .

The Postal Service recently negotiated a new Shipping Services Contract and a new Global Customized Mail Agreement. Now that these agreements are finalized, management plans to negotiate a new Marketing and Service Offering Agreement.

Our objectives were to **access to compliance with agreement provisions** and to determine whether opportunities exist to enhance agreement provisions. We reviewed selected provisions from the **agreements based on** their impact on Postal Service **agreements**, and the protected Findings

Although compliant with 13 of the 19 provisions we reviewed – such as contract volume and revenue minimums – we found instances of noncompliance with six of the provisions from all three agreements, as follows:

## **Shipping Services Contract**

System defects in a third-party vendor software package allowed

of the percent a	llowed. In the limited time we ran our tests,		
we found discounts ranging from	percent, exceeding Shipping Services		
Contract provisions for some Priority Mail transactions. Specifically, we identifi			
instances out of about	transactions reviewed from 20 daily		
transaction files from May 2019 where	exceeded the percent		
. The Postal Service	risks losing revenue if		

## Marketing and Service Offering Agreement

not comply with some Marketing and Service Offering Agreement provisions. We found non-compliance issues with the following provisions in the Marketing and Service Offering Agreement:

- Transaction Information or Reporting. The provide a complete daily transaction file, as required. Without a complete daily transaction file, it is difficult for the Postal Service to identify the root cause of differences between the actual payment the expected payment based on the day's transactions. During the audit, in May 2019, over three years after the agreement became became began to transmit a daily transaction file that met Postal Service requirements.
- Incorrectly Paid Postage. The Postal Service a file containing an assessment of the postage due as a result of incorrectly paid postage on a daily basis.
   Postal Service that same day.

transaction file, containing thousands of transactions, did not always match postage due amounts submitted by and owed to the Postal Service. Further, the file did not indicate which transactions were paid. Consequently,

interest of the Postal Service.

Postal Service employees kept a running total of the differences between shortpaid amounts billed and paid. In addition, **service and any** always pay outstanding postage due amounts within the required time period of 60 calendar days.

When do not equal postage due amounts, or does not pay within the agreed upon collection period, the Postal Service is at risk for untimely receipt of all revenue does to the Postal Service. As of August 2019, does over \$160,000 in postage due, including nearly \$120,000 outstanding from September 2017 to January 2019. On October 24, 2019, does not be a set of the set outstanding amounts.

Use of Service Mark. **Constant of** obtain written approval for each use of the Postal Service's name, product mark, logo, or other branding element associated with the Postal Service, as required by the Marketing and Service Offering Agreement. The Postal Service provided an example from August

that was properly approved. However, when we asked for approvals under the new agreement, they did not provide any instances of the use of the service mark approvals from the Postal Service.

When we provided two examples of the use of the service mark in materials, the Postal Service was also unable to provide

evidence of approval. If the Postal Service does not require approval of all use of its service marks, it could risk damage to its brand from unauthorized or inappropriate use.

Steering Committee. The Postal Service to serve on the steering committee established by the Marketing and

Service Offering Agreement. However,

committee left the company and were not replaced before the committee was established. In the absence of a steering committee, there was no formal mechanism to provide strategic direction and act as the decision-making body for the relationship **a result**, contractually required documents, such as marketing and standard operating plans, were never developed. In addition, issues of mutual concern, such as disputes, agreement extensions, and payment mechanisms, may have been resolved more efficiently by a steering committee. For example, the issue of the daily transaction file may have been resolved more quickly had a steering committee existed.

These issues occurred because the Marketing and Service Offering Agreement did not include **Consequences** for non-compliance could ensure protection of revenue and effective promotion of postal services.

### **Global Customized Mail Agreement**

The Postal Service did not have an effective process to

by the Global Customized Mail Agreement. Revenue for fiscal year 2019 through August was

. Therefore,

that may have occurred with this volume.

#### The Postal Service system that supports

Although postage due may be

## Recommendations

for this

We recommend management ensure the data recorded in transaction files are accurate, include measures that enforce compliance in future agreements, and develop a process to

# Transmittal Letter



# Results

## Introduction/Objectives

This report presents the results of our self-initiated audit of the U.S. Postal Service's partnership agreements with

(Project Number 19BG004FT000). Our objectives were to determine

with agreement provisions and determine whether opportunities exist to enhance agreement provisions. See Appendix A for additional information.

# Background

how

The Postal Service enters into partnership agreements to provide customers with customized shipping solutions and mailing incentives. These agreements provide mutual benefits for the Postal Service and its customers.

The Postal Service has had a par	and it was the	
Postal Service's	customer. The Postal Service	has entered into
the following agreements	-	

Shipping Services Contract (shipping agreement) – provides

The current agreement expires

Marketing and Service Offering Agreement (marketing agreement) – governs

. The current agreement expires on the date on which the last negotiated service agreement between the Postal Service and or is terminated, or .

Global Customized Mail Agreement (global agreement) – provides

The current agreement expires

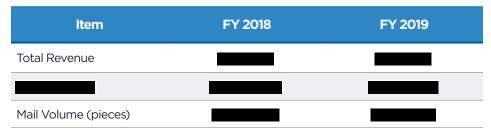
The shipping and global agreements are considered Negotiated Service Agreements (NSA)<sup>3</sup> and are incorporated in the marketing agreement. NSAs must be reviewed and recommended by the Postal Regulatory Commission (PRC)<sup>4</sup> and approved by the U.S. Postal Service Board of Governors. The PRC also reviews the competitive product<sup>5</sup> prices to ensure each product covers its attributable costs,<sup>6</sup> does not cause market dominant products<sup>7</sup> to subsidize competitive products, and contributes to the Postal Service's institutional costs.<sup>8</sup>

Agreements between the Pos	tal Service and to purchase
postage at a discount and res	ell it to its shipping users <sup>9</sup> at a higher rate. It also
provides	access to commercial base pricing. <sup>10</sup> To receive
commercial base pricing,	must print
labels using a PC Postage pr	ovider. <sup>11</sup> The Postal Service does not invoice
	initiates a daily electronic funds transfer payment
to the Postal Service in the a	nount of the day's transactions less the discount.
Table 1 shows	discount, and volume for fiscal year (FY) 2018 and
FY 2019 through August 31,	2019.

- 3 A customized and mutually beneficial contractual agreement between the Postal Service and a specific mailer.
- 4 An independent federal agency that promotes transparency and accountability of the Postal Service's operations.
- 5 Products and services for which similar products and services are offered by private sector carriers.
- 6 Direct and indirect Postal Service costs that can be clearly associated with a particular mail product.
- 7 Products and services over which the Postal Service exercises sufficient market power that it can effectively set their price with limited competition.
- 8 Postal costs that cannot be directly or indirectly assigned to any mail class or product.
- 9 Any person who is registered on who accesses or has accessed the service offering through the integration applications.
- 10 Special discounted rates available to shippers who use scannable postage markings and send package data to the Postal Service systems electronically.
- 11 PC Postage is Postal Service-approved third-party vendor software that mailers can use to pay for and print postage using a computer, printer, and internet connection

Partnership Agreement Compliance Report Number 19BG004FT000-R20 provider.

#### Revenue, Discount, and Volume



The Postal Service and a new global agreement effective , and a new shipping agreement effective

Now that these agreements have been finalized, management plans to negotiate a new marketing agreement. See Figure 1 for a timeline of the agreements.

Source: National Meter Accounting and Tracking System (NMATS).<sup>12</sup>

#### **Figure 1. Agreements Timeline**

	I	I	1	l	1	
Shipping Agreement						
Global Agreement						
Agreement						

Source: U.S. Postal Service Office of Inspector General (OIG) review of shipping, global, and marketing agreements, amendments, and extensions.

<sup>12</sup> Provides reports to the Postal Service from the meter company for the amount of postage used on a specific meter.

Although with 13 of the 19 provisions we reviewed (such as contract volume and revenue minimums), we found instances of noncompliance with six of the provisions from all three agreements.

## Finding #1: Shipping Agreement

disc	punts ranging from percent, exceeding agreement	
provisions for s	ome Priority Mail transactions. According to the shipping	
agreement,	entitled to a discount of	
Prior	ty Mail and Priority Mail Express. <sup>13</sup> We identified instance	s
out of about	transactions over 20 days <sup>14</sup> where	
exceeded the	discount by a total of as shown	
in Table 2.		

### Exceeding Discount

Table 2.

Date	Number of Transactions	Amount Exceeding
May 12, 2019		
May 13, 2019		
May 14, 2019		
May 15, 2019		
May 16, 2019		
May 18, 2019		
May 20, 2019		
May 21, 2019		
May 27, 2019		
Total		
Source: OIG analysis of	Transaction Files.	

This occurred because of a that caused transaction information sent be populated with an incorrect weight for some transactions. the discount based on the

"The marketing agreement did not include consequences for non-compliance; thereby, putting the Postal Service at risk."

postage amount for the incorrect weight. The Postal Service acknowledged that the and is currently working to determine the financial impact. The Postal Service risks losing revenue discounts in excess of agreement provisions.

### **Recommendation #1**

We recommend the Acting Vice President, Sales, in coordination with the Vice President, Mail Entry and Payment Technology, work with

to ensure the data re	ecorded in transaction files submitted
to the Postal Service	accurate.

# Finding #2: Marketing Agreement

t comply with some marketing agreement provisions, and future agreements could be strengthened to enforce compliance. Specifically, we found non-compliance issues with the following marketing agreement provisions:<sup>15</sup>

- Transaction Information or Reporting
- Incorrectly Paid Postage
- Use of Service Mark
- Steering Committee

not include

These non-compliance issues occurred because the marketing agreement did

non-compliance. Without

We may review this agreement in a subsequent audit.

14 We analyzed daily transaction files from May 12 through 31, 2019 (see Finding #2, Transation Information or Reporting). 15 Article titles as listed in the marketing agreement.

<sup>13</sup> We did not review the most recent shipping agreement effective

with an expiration date of

responsible for full compliance, the Postal Service is at risk of having reduced

revenue missing critical data needed to assess its agreement damage to its brand because of unauthorized or inappropriate use, and inadequate strategic direction between the

### **Transaction Information or Reporting**

	provide a		
"The marketing	complete daily transaction file. <sup>16</sup>		
-	The marketing agreement requires		
agreement requires a	a daily transaction		
daily transaction file	file containing details of all the		
-	day's transactions. Without a		
containing the details of	<i>f</i> complete daily transaction file, the		
the day's transactions."	Postal Service could only reconcile		
	daily to the		
	payment. In addition, it is difficult for		
the Postal Service to			
	on the day's transactions.		
To perform the reconciliation, a Postal S	ervice employee would compare		

To perform the reconciliation, a Postal Service employee would compare information from three sources:

A daily summary of activity

including volume and revenue.

- payment amount.
- An NMATS report which calculates the amount that Postal Service estimates should be paid a given day based on volume, rate, and discount information.

A difference could be caused by, for example, outdated rate tables loaded in NMATS or a mistake calculating the discount. With a detailed daily transaction file, the Postal Service could identify differences at the transaction level which would make it easier to identify the cause.

# During the audit, in May 2019, became effective,

years after the marketing agreement a daily transaction file that met

Postal Service requirements. The Postal Service intends to load this file into NMATS and develop reports that will automate the reconciliation process. This will eliminate the current manual reconciliation process done by the Postal Service and increase efficiency. The Postal Service is currently expecting NMATS to be updated in late calendar year 2019 or 2020.

### **Incorrectly Paid Postage**

transaction file data did not always equal all shortpaid amounts<sup>17</sup> submitted by and owed to the Postal Service, always pay outstanding shortpaid amounts within the collection period. As of August 2019,

billed in shortpaid postage transactions, including from September 2017 to January 2019. to the Postal Service for these outstanding amounts on

October 24, 2019.

The marketing agreement requires

payment and a supporting transaction file<sup>18</sup> to the Postal Service daily equaling all shortpaid amounts collected but not submitted to the Postal Service. The Postal Service threshold for collecting shortpaid amounts

marketing agreement also

a shortpaid amount

within 14 business days of receiving notice from the Postal Service or seek to collect the shortpaid amount from the "The Postal Service was owed nearly in shortpaid postage transactions, including about outstanding since September 2017. The Postal Service received full payment for these outstanding amounts in October 2019."

<sup>16</sup> 

file contains transaction amount, rate category, discount amount, and mail class, for packages shipped that day.

<sup>17</sup> Shortpaid amounts are differences created when the postage or fee actually paid to the Postal Service for a specific service is less than the actual postage or fee due to the Postal Service under the published or negotiated rate for that service.

<sup>18</sup> The supporting transaction file contains record type, rate category, transaction amount, net to Postal Service, discount amount, and refund status.

activity instead of paying

the shortpaid amount, the collection period is not to exceed 60 calendar days after initial Postal Service notification.

# The Postal Service postage due

daily file containing an assessment of the remits payment for the postage due to the

Postal Service that same day. Because the supporting shortpaid transaction file contains thousands of transactions and does not indicate which are paid, Postal Service employees only keep a running total of the differences between shortpaid amounts billed and paid. To do this, they created a manually maintained spreadsheet that tracks information from two sources:

- NMATS reconciliation file, which is created from the shortpaid transaction file
  - via automated clearing house

When not equal shortpaid amounts due or not pay within the agreed upon collection period, the Postal Service is at risk of not timely receiving all revenue

### **Use of the Service Mark**

"The marketing agreement requires written approval from the Postal Service to use its service marks in marketing materials." obtain written approva for each use of the Postal Service's mark.<sup>19</sup> The marketing agreement requires **approval** in writing from the Postal Service for all use of its service marks in marketing materials. The Postal Service provided an example from the postal Service provided an example from the provide any instances of the use of the service mark provided management two additional service mark examples, including one from the provided management two additional service mark examples, including one from the provide of approval. However, management acknowledged the marketing agreement approval process applied to at least one of the examples provided. If the Postal Service does not require approval of all use of its service marks, it risks damage to its brand from unauthorized or inappropriate use.

	0			
Э	Figure 2.	Postal Service	Mark	
al				
s				

Source:

<sup>19</sup> The Postal Service name, domain names, trademarks, (including word marks, product marks, symbols, trade dress, and logos), and other branding elements associated with the Postal Service.

#### **Steering Committee**

The Postal Service designated two individuals to be members of the steering committee. In the steering committee individuals to serve on the steering committee, but they left the company and were not replaced before the committee was established. The marketing agreement states that the Postal Service and **Service** and **Ser** 

- Review all aspects of the relationship
- Approve a marketing plan and review its execution and results
- Approve a standard operating plan (SOP) and review its execution and results
- Review and approve modifications to the agreements
- Determine whether to extend agreement terms

In the absence of a steering committee, there is no formal mechanism to provide strategic direction for the **strategic direction** Without the designation of individuals to provide strategic direction and act as the decision-making body of the relationship, contractually required documents such as the marketing plan and SOP were never developed. The absence of these plans could have had a negative impact on revenue generation and the operational efficiency of the relationship between the Postal Service **strategic directions**, issues of mutual concern such as disputes, agreement extensions or modifications, and payment mechanisms may be resolved more efficiently by a steering committee. For example, the issue of the daily transaction file may have been resolved more quickly had a steering committee existed.

#### Recommendation #2

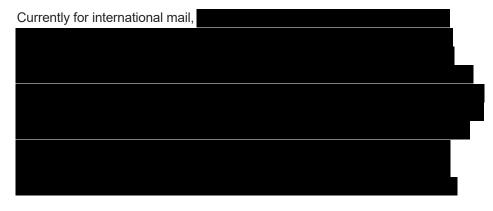
We recommend the **Acting Vice President, Sales,** direct the **Director of Enterprise Accounts** to include in future Marketing and Service Offering Agreements, measures that enforce compliance with agreement provisions.

## Finding #3: Global Agreement

The Postal Service did not have an effective process to

not pay any discrepancies. The global agreement requires the Postal Service to postage due as a result of discrepancies between what is paid by the postage due.<sup>20</sup> For domestic mail, the Postal Service has the automated package "The global agreement requires the Postal Service to bill for postage due for domestic and international mail."

verification (APV) system<sup>21</sup> which supports recovery of postage discrepancies in an automated fashion;



20 We reviewed both global agreements, effective and , as part of this audit

21 The APV system identifies discrepancies, calculates the difference, and notifies the PC Postage provider of the over/under payment.

#### **Recommendation #3**

We recommend the Acting Vice President, Sales, in coordination with the Vice President, Mail Entry and Payment Technology, develop a process to

### **Management's Comments**

Management generally agreed with the findings and recommendations. Regarding recommendation 1, management stated they have a system in place with **sector** to ensure data is accurately submitted, through biweekly meetings at the vice president level and weekly meetings at the manager level. In addition, management communicates directly with to address and resolve issues and has resolved the sector transactions identified.

Regarding recommendation 2, management stated the successor marketing agreement will include additional measures that ensure compliance. Until the new marketing agreement is negotiated, management will hold quarterly business reviews to monitor **ensure**. Management plans to implement these changes by July 31, 2021.

Regarding recommendation 3, management will incorporate international packages into the second data which will allow the Postal Service to

Management plans to

implement the change by March 31, 2021.

For recommendations 2 and 3, in separate correspondence, management provided additional explanation for the prolonged implementation dates. They

stated the update to the marketing agreement will be a collaborative effort with require lengthy discussions to negotiate and finalize the proposed changes. They also explained that

See Appendix B for management's comments in their entirety.

### **Evaluation of Management's Comments**

The OIG considers management's comments responsive to the recommendations, and management's corrective actions should resolve the issues identified in the report.

For recommendation 1, in separate correspondence, management provided evidence they have established weekly (effective October 4, 2019) and biweekly (effective February 7, 2019) meetings with Management also provided documentation to support the discussion of data quality, including . We consider this

recommendation closed upon issuance of the report.

For recommendations 2 and 3, we appreciate management's attention to these issues. We encourage management to take any opportunities for earlier collaboration and integration should they arise.

Recommendations 2 and 3 require OIG concurrence before closure. Consequently, the OIG requests written confirmation when corrective actions are completed. Recommendations 2 and 3 should not be closed in the Postal Service's follow-up tracking system until the OIG provides written confirmation that the recommendations can be closed.

# Appendices

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# **Appendix A: Additional Information**

# Scope and Methodology

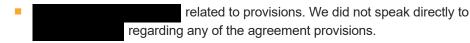
The audit compliance with	with provisions in the agreements as part of our audit.	e current agreements <sup>22</sup> between the Postal Service did not review Postal Service
To accomplish ou	ur objective, we:	
<ul> <li>Reviewed agr provisions to</li> </ul>	reements, amendments, modifications, and review:	extensions between the Postal Service considered the following factors to
<ul><li>Protected</li></ul>	Postal Service revenue such as discounts the interest of the Postal Service above factors, we	and postage due shown in Table 3 for the shipping, global, and marketing agreements.
Table 3.	Provisions	
Table 3. Agreement	Provisions Provision	Provision Description
		Provision Description The NSA applies to packages that meet the characteristics of Priority Mail Express, Priority Mail packages, and .
	Provision	
Agreement	Provision Eligible Products	The NSA applies to packages that meet the characteristics of Priority Mail Express, Priority Mail packages, and

, with an expiration date of

<sup>22</sup> We did not review the most recent shipping agreement effective

Agreement	Provision	Provision Description
	Prices that Reseller is to Pay Postal Service	Pay postage for qualifying mail in accordance with rate charts.
	Prices Offered by Reseller to Reseller's Customers	
	Payment Method	Pay postage through intermediary of one or more PC Postage providers.
	Postage Due Pay postage due as a re	Pay postage due as a result of discrepancies.
Global	Technical Requirements	Develop and maintain a platform for providing access to the discounts.
	Minimum Commitment       Meet an annualized minimum         Customs, Export, and Other       provide necessary         Documentation       provide necessary	Meet an annualized minimum
		provide necessary documentation for each mailing.
	Customs, Export, and Other Requirements	comply with any regulation by the Postal Service and other federal agencies.
	Intellectual Property, Co-Branding and Licensing.	trademarks and acronyms: Priority Mail Express International, Priority Mail International, and
	Service Offering functionality and platform.	that integrates Postal Service shipping services functionality and platform.
	Transaction Information or Reporting	, the contents of which shall be mutually agreed to by the parties.
	Minimum Payment	
Marketing	Steering Committee	will establish a steering committee to help guide the relationship and resolve disputes.
	Use of Service Mark	materials containing Postal Service marks as may be approved in writing by the Postal Service.
	Incorrectly Paid Postage	to the Postal Service.

Source: OIG agreement provision review agreements between the



- Observed Postal Service employees perform a daily transactions and reperform the reconciliation dated May 1, 2019.
- Obtained an understanding of the Postal Service's shortpaid transactions file and payment.
- Analyzed data and calculated
- Reviewed the PRC website for the

and extension approvals.

 Interviewed Postal Service officials involved with the and provisions.

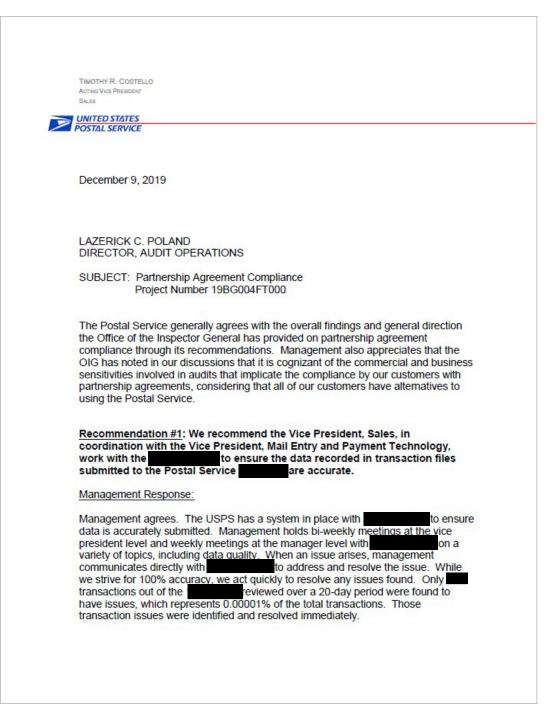
We conducted this performance audit from March through December 2019 in accordance with generally accepted government auditing standards and included such tests of internal controls as we considered necessary under the circumstances. Those standards require that we plan and perform the audit to obtain sufficient, appropriate evidence to provide a reasonable basis for our finding and conclusions based on our audit objective. We believe the evidence obtained provides a reasonable basis for our finding and conclusions based on our audit objective. We discussed our observations and conclusions with management on October 31, 2019, and included their comments where appropriate.

We assessed the reliability of data from NMATS and detailed transaction data provided by applying logical tests to the electronic data files, such as checking for duplicate records and recalculating numerical fields. Additionally, for the NMATS data, we relied on the external auditor's conclusion that internal controls over financial reporting are effective in all material respects. We determined that the data were sufficiently reliable for the purposes of this report.

### **Prior Audit Coverage**

The OIG did not identify any prior audits or reviews related to the objective of this audit within the last five years.

# Appendix B: Management's Comments



	2
	Farget Implementation Date:
(	Currently in place.
F	Responsible Official:
1	Manager, Payment Technology
	Recommendation #2: We recommend the Vice President, Sales, direct the Director of Enterprise Accounts to include in future Marketing and Service Offering Agreements, measures that enforce compliance with agreement provisions.
1	Management Response:
(	Management agrees. The successor Marketing and Service Offering Agreement MSOA) with the customer will include additional measures that ensure compliance. Juli new MSOA is negotiated, quarterly business reviews will review will review and drive performance and compliance to MSOA recommendations.
1	Farget Implementation Date:
	luly, 2021
F	Responsible Official:
	Director of Enterprise Accounts
(	Recommendation #3: We recommend the Vice President, Sales, in coordination with the Vice President, Mail Entry and Payment Technology, develop a process to
1	Management Response:
	Target Implementation Date:
•	March, 2021

3 Responsible Official: Vice President, Mail Entry and Payment Technology J- Costello Timothy R. Costello Manager, USPS Corporate Audit and Response Marc McCrery, Vice President, Mail Entry and Payment Technology Luke Grossmann, Senior Vice President, Finance and Strategy Kristin Seaver, Chief Information Officer and Executive Vice President Jacqueline Krage Strako, Chief Customer and Marketing Officer, Executive CC: Vice President



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