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

COMPETITIVE PRODUCT PRICES PRIORITY MAIL CONTRACT 266 (MC2017-41) NEGOTIATED SERVICE AGREEMENT	Docket No. CP2017-66

NOTICE OF UNITED STATES POSTAL SERVICE OF AMENDMENT TO PRIORITY MAIL CONTRACT 266, WITH PORTIONS FILED UNDER SEAL
(June 29, 2017)

The Postal Service hereby provides notice that the terms of Priority Mail Contract 266, in the above-captioned proceeding, have changed as contemplated by the contract's terms. A redacted version of the amendment to Priority Mail Contract 266 is provided in Attachment A, and the unredacted amendment is being filed under seal. The amendment will become effective two business days following the day that the Commission completes its review of this filing.

This amendment will not materially affect the cost coverage of Priority Mail Contract 266. Therefore, the supporting financial documentation and financial certification initially filed in this docket remain applicable. The Postal Service hereby incorporates by reference the Application for Non-Public Treatment originally filed in this docket, for the protection of the customer-identifying information that has been filed under seal.

Respectfully submitted,

UNITED STATES POSTAL SERVICE
By its attorneys:

David H. Rubin
Acting Chief Counsel
Pricing and Product Support

Elizabeth A. Reed

475 L'Enfant Plaza West, S.W.
Washington, D.C. 20260-1137
(202) 268-3179, Fax -6187
elizabeth.a.reed@usps.gov
June 29, 2017

ATTACHMENT A

REDACTED AMENDMENT TO PRIORITY MAIL CONTRACT 266

AMENDMENT
OF
SHIPPING SERVICES CONTRACT
BETWEEN
THE UNITED STATES POSTAL SERVICE
AND
[redacted]
REGARDING
PRIORITY MAIL SERVICE

WHEREAS, the United States Postal Service ("the Postal Service") and [redacted] ("Customer") entered into a Shipping Services Contract regarding Priority Mail Service, in Priority Mail Contract 266, Docket No. CP2017-66, on November 21, 2016.

WHEREAS, the Parties desire to amend the Contract to reflect the corporate name change and address change, from [redacted] to [redacted], amend the terms in Section I.G.1, and add new Section I.J and Appendix.

NOW, THEREFORE, the Parties agree that the contract is hereby amended as detailed below. The existing contract remains unchanged in all other respects. This amendment shall become effective two (2) business days following the day on which the Commission issues all necessary regulatory approval.

[Replace Section I.G.1 in its entirety and add new Section I.J and Appendix, as follows.]

I. Terms

G.

1. Implementation Period. From the effective date of this amendment through the end of the second full Contract Quarter ("Implementation Period"), Customer shall receive Tier 3 prices pursuant to Table E below.

J. Marketplace Requirements

The Parties (1) acknowledge and agree that the Appendix to Shipping Services Contract attached hereto is hereby incorporated into and made a part of this Contract by this reference, and (2) agree to comply with the terms set forth therein as if fully set forth herein.

[redacted]

Appendix to Shipping Services Contract

The terms set forth in this Appendix are attached to and incorporated by reference into the Shipping Services Contract (as it may be amended, restated, supplemented or otherwise modified from time to time, and together with all attachments thereto, the "SSC" or "Contract"), by and between the United States Postal Service, an independent establishment of the executive branch of the Government of the United States, with its principal office at 475 L'Enfant Plaza, SW, Washington, DC 20260 (the "Postal Service"), and [redacted] a limited liability company organized and existing under the laws of [redacted] with its principal office at [redacted] (the "Customer"), regarding Priority Mail Service ("Product"). Capitalized terms used but not otherwise defined in this Appendix have the meaning set forth in the Contract.

I. Marketplace Requirements

A. Approval Requirements and Pricing

[redacted]

[redacted]

[redacted]

B. Reporting and Additional Marketplace Requirements

In the event that the Customer is authorized to offer access to Product to one or more Third Parties under this Section I, Customer shall, for so long as Customer offers access to Product to any Third Party:

1. Ensure that each Third Party approved hereunder is bound by and agrees to comply with all requirements that the Customer is subject to under the Contract, and agrees that the Third Party's access to reduced Product prices in accordance with Section I.A. above may be terminated or suspended in accordance with the Contract terms. In addition, in the event that the Customer receives a written notice from the Postal Service indicating that any Third Party has breached any Contract term, the Customer shall terminate the Third Party's access to the Product effective as of the termination date set forth in said notice (the "Termination Date"), unless the Third

[redacted]

Party, as applicable, cures such breach to the Postal Service's satisfaction prior to the Termination Date.

2. Upon request of the Postal Service (not more than four (4) times per Contract year), deliver complete and accurate transaction level data for all Third Party transactions within four (4) weeks of the date of the written request, which data shall be sufficient for the Postal Service to accurately compare postage amounts paid to the Postal Service by Customer with postage amounts paid to Customer by each Third Party and shall be in an electronic file format as specified by the Postal Service.

3. Upon request of the Postal Service, deliver to the Postal Service the Shipper Information and Payment Information listed below, as well as such other information that may be reasonably requested (not more than four (4) times per Contract year, except in cases of suspected fraud, short-paid postage or breach of any Contract term), within four (4) weeks of the date of the written request. Notwithstanding the foregoing, in the event that the Postal Service suspects that a Third Party has short-paid postage, committed fraud or breached any Contract term, Customer shall furnish the Shipper Information and Payment Information listed below, as well as such other information that may be reasonably requested, to the Postal Service immediately upon receipt of a written request from the Postal Service. The Customer shall ensure that any and all Shipper Information, Payment Information and other information furnished to the Postal Service hereunder shall be complete and accurate in all respects and in an electronic file format as specified by the Postal Service.

   Shipper Information:
   - Unique Shipper ID
   - Shipper Legal Name(s) and DBAs at the Account Level
   - Shipper Name at the Site Level
   - Shipper Address, City, State, ZIP Code
   - Legal Address Sufficient For Delivering Service of Process
   - Email address
   - Contact Phone Number
   - Trusted Address Verification

   Payment Information:
   - Legal Name of Shipper
   - Product Code/Description at the Mail Category Code Level
   - Payment Type
   - Payment Date and Time
   - Payment Amount
   - Reported Package Characteristics, including but not limited to mailing date, weight, dimensions, and origin and destination ZIP Codes

4. In the event that any Third Party short-pays postage, fully support the Postal Service's efforts to recoup unpaid amounts, which may include, without limitation,

immediately suspending the Third Party's access to Product if requested by the Postal Service.

[redacted]

6. Provide the below-listed privacy notice to all Third Parties when the Customer is collecting Third Party information on behalf of the Postal Service to administer financial transactions for purchasing postage and to meet postage system reporting requirements. A Privacy Act Statement meets privacy notice requirements when the Customer asks individual Postal Service customers to provide information about themselves and that information will be maintained in a Privacy Act System of Records by the Postal Service. In addition, when collecting Third Party information for its own purposes, the Customer shall disclose to all Third Parties that such information is subject to the Customer's privacy policy.

   Privacy Act Statement: Your information will be used to facilitate the purchase of USPS postage and fulfill transactional reporting requirements for USPS postage systems. Collection is authorized by 39 U.S.C. 401, 403, and 404. Providing the information is voluntary, but if not provided, your transaction may not be processed. The Postal Service does not disclose your information to third parties without your consent, except to facilitate the transaction, to act on your behalf or request, or as legally required. This includes the following limited circumstances: to a congressional office on your behalf; to financial entities regarding financial transaction issues; to a US Postal Service (USPS) auditor; to entities, including law enforcement, as required by law or in legal proceedings; and to contractors and other entities aiding us to fulfill the service (service providers). For more information regarding our privacy policies, visit www.usps.com/privacypolicy.

7. Deliver to the Postal Service, upon request, such other items and perform such other actions, as the Postal Service may reasonably determine are necessary in order to permit Customer to continue to offer Product to Third Parties, such as executing a trademark license.

II. Termination and Remedies

[redacted]

[redacted]

[redacted]

III. Representations, Warranties and Covenants

Customer hereby represents, warrants and covenants to the Postal Service as follows:

A. The execution and delivery by Customer of the Contract and the performance by the Customer of its obligations under the Contract (i) are within the Customer's power and authority, (ii) have been duly authorized, and (iii) do not and will not contravene (1) any law or regulation binding on or affecting Customer, (2) any contractual restriction binding on Customer, (3) any order, judgment or decree of any court or other governmental or public body or authority, or subdivision thereof, binding on Customer, or (4) the organizational documents of Customer; and

B. The individual signing the Contract on behalf of Customer is a duly authorized officer of the Customer with the power and authority to enter into the Contract on behalf of Customer; and

C. The Customer shall comply with all applicable federal, state and local laws, rules and regulations.

IV. Confidentiality; Public Disclosures

In addition to the confidentiality obligations set forth in the Contract, Customer hereby agrees to treat as confidential, and not disclose to third parties absent express written consent by the Postal Service, the Third Party Data, Shipper Information, Payment Information, the prices offered to Third Parties, and the terms of this Appendix.

Customer hereby acknowledges and agrees that the form, substance, and timing of any press release or other public disclosure of matters related to the Contract or the relationship between Customer and the Postal Service prepared and/or to be disclosed by Customer shall be subject to the prior review and written approval of the Postal Service. The Postal Service shall endeavor to respond to the Customer with written comments or written approval within five (5) business days of receipt of the proposed disclosure, but failure to approve in writing within that time frame shall be deemed disapproval. This Section does not prohibit either Party from disclosing information that is required to be disclosed by law or that is requested by any federal, state, or local governmental body in the proper exercise of its oversight or investigatory jurisdiction.

V. Sovereign Acts

The Postal Service and Customer acknowledge and agree that the Contract is subject to any legislation that might be enacted by the Congress of the United States or any orders or

[redacted]

regulations that might be promulgated by any agency, branch, or independent establishment of the United States Government. Notwithstanding anything to the contrary set forth herein, the Postal Service and Customer further acknowledge and agree that the Contract in no way waives the Postal Service's authority to act in its sovereign capacity and to promulgate and amend from time to time regulations and policies and that, pursuant to the sovereign acts doctrine, the Postal Service shall not be held liable for any acts performed in its sovereign capacity, or for any acts performed by any branch, agency or independent establishment of the United States in their sovereign capacities that may directly or indirectly affect the terms of the Contract. In the event that either Party is required by legislation enacted by the Congress of the United States or any orders or regulations that might be promulgated by any branch, agency, regulatory body, or independent establishment of the United States Government to terminate, or otherwise as a result of such action is unable to perform its obligations under the Contract, either Party may give the other Party a notice of termination of the Contract, which termination shall be effective immediately or on the effective date of such requirement, whichever is later. The Parties agree that in the event that the Contract is terminated as set forth in the preceding two sentences, or in the event that either Party is enjoined from proceeding with the Contract by any court of competent jurisdiction, such Party shall not be subject to any liability by reason of such termination or injunction. To the extent that any applicable law, regulation or policy adopted after the Effective Date expressly supersedes the terms of this Appendix, such law, regulation or policy shall control.

VI. Notices

Any notice or other communication to be provided to a Party hereunder shall be in writing and shall be sent via certified mail (with return receipt requested) or by email to the individual and at the address listed below unless otherwise specified by the Party in writing. Notices shall be deemed given when received by the Party.

If to the Postal Service, to: [redacted]

If to the Customer, to: [redacted]

[redacted]

VII. Governing Law

THE CONTRACT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH PRINCIPLES OF FEDERAL LAW.

VIII. Counterparts

The Contract may be executed in any number of counterparts, all of which taken together shall constitute one single agreement between the Parties. A facsimile or other electronically or digitally transmitted copy of a signature on any counterpart shall be deemed to be an original signature. The Contract constitutes the entire agreement between the Parties pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the Parties.

[redacted]

IN WITNESS WHEREOF, the Parties hereto have caused this amendment to be duly executed as of the later date below:

UNITED STATES POSTAL SERVICE

Signed by: _____

Printed Name: Cliff Rucker

Title: Senior Vice President, Sales and Customer Relations

Date: 6/27/17

[redacted]

[redacted]