

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

COMPETITIVE PRODUCT PRICES
PRIORITY MAIL & FIRST-CLASS PACKAGE SERVICE
CONTRACT 38 (MC2017-35)
NEGOTIATED SERVICE AGREEMENT

Docket No. CP2017-60

**USPS NOTICE OF AMENDMENT TO
PRIORITY MAIL & FIRST-CLASS PACKAGE SERVICE CONTRACT 38,
FILED UNDER SEAL
(June 1, 2018)**

The Postal Service hereby provides notice that the terms of Priority Mail & First-Class Package Service Contract 38, in the above-captioned proceeding, have changed as contemplated by the contract's terms. A redacted version of the amendment to Priority Mail & First-Class Package Service Contract 38 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.

This amendment will not have a material effect on the cost coverage of Priority Mail & First-Class Package Service Contract 38. 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 attorney:

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June 1, 2018

ATTACHMENT A

**REDACTED AMENDMENT TO
PRIORITY MAIL & FIRST-CLASS PACKAGE SERVICE CONTRACT 38**

AMENDMENT #1
OF
SHIPPING SERVICES CONTRACT
BETWEEN
THE UNITED STATES POSTAL SERVICE
AND
[REDACTED]
REGARDING
PRIORITY MAIL SERVICE
AND
FIRST-CLASS PACKAGE SERVICE

WHEREAS, the United States Postal Service (the "Postal Service") and [REDACTED] ("Customer") entered into a Shipping Services Contract, Priority Mail & First-Class Package Service Contract 38/Docket No. CP2017-60 regarding Priority Mail Service and First-Class Package Service on November 23, 2016.

WHEREAS, the Parties desire to amend the terms in Section I.G. and Section III. of the Contract.

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. and Section III, in their entirety, as follows.]

I. Terms

G. Annual Adjustment

1. In subsequent years of the Contract, on February 1st of each remaining Contract Year, Priority Mail Contract Package prices shown in Table 1 under this Contract will be the lesser of: (a) the previous year's prices plus the most recent percentage change in prices of general applicability for Priority Mail Commercial Plus, as calculated by the Postal Service, or (b) the previous year's prices plus [REDACTED]
2. In subsequent years of this Contract, on February 1st of each remaining Contract Year, First-Class Package Service Contract Package prices shown in Table 2 under this Contract, will be the lesser of: (a) the previous year's prices plus the most recent percentage change in prices of general applicability for First-Class Package Service - Commercial, as calculated by the Postal Service, or (b) the previous year's prices plus [REDACTED]

3. Customized prices for the subsequent years will be calculated by the Postal Service and rounded up to the nearest whole cent. If the Postal Service maintains or decreases published rates of applicability for Priority Mail Commercial Plus or First-Class Package Service - Commercial, there shall be no change to the Contract pricing for that Contract Year for the respective product.

III. Expiration, Termination, and Extension

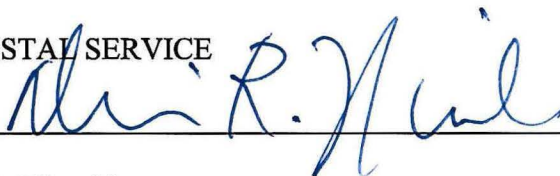
This Contract shall expire January 31, 2020, unless (1) terminated by either Party with thirty (30) calendar days' notice to the other Party in writing; (2) renewed by mutual agreement in writing; (3) superseded by a subsequent contract between the Parties; (4) ordered by the Commission or a court; or (5) required to comply with subsequently enacted legislation.

If, at the conclusion of this Contract term, both Parties agree that preparation of a successor SSC is active, this SSC will be extended for up to two (2) ninety (90) calendar day periods with official notification to the Commission at least seven (7) calendar days prior to the Contract's expiration date. Upon both Parties agreement of the extension, the escalation clause will be implemented in Section I.G, throughout the extension period.

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: Dennis Nicoski

Title: Senior Vice President, Sales and Customer Relations

Date: _____

