Postal Regulatory Commission
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BEFORE THE
POSTAL REGULATORY COMMISSION
WASHINGTON, D.C. 20268–0001

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| COMPETITIVE PRODUCT PRICES<br>PRIORITY MAIL CONTRACTS<br>PRIORITY MAIL--NON-PUBLISHED RATES<br>(MC2011-15) | Docket No. CP2011-51 |

**CUSTOMER CONTRACT FILING NOTICE FOR**
**PRIORITY MAIL—NON-PUBLISHED RATES**
**SERIAL NUMBER ENDING: 0663**
(January 10, 2020)

The United States Postal Service hereby gives notice of filing a Priority Mail—Non-Published Rates (PMNPR) customer agreement, with serial number ending in 0663. The Postal Service also gives notice of filing the inputs used to generate customer-specific pricing for the agreement. The effective date for the agreement filed with this notice is listed below.

Attachment A is a redacted version of the agreement. The unredacted version of the agreement and the inputs worksheet are being filed with the Commission under seal. The redacted version of the inputs worksheet is being filed publicly along with this notice.

The Postal Service herein incorporates by reference the application for non-public treatment that was filed in conjunction with the Postal Service's December 17, 2010 Request filing in this docket, for the protection of the materials that the Postal Service is today filing under seal.

| SERIAL NUMBER | EFFECTIVE DATE |
| --- | --- |
| PMNPR-FY19-0663 | January 2, 2020 |

Respectfully submitted,

UNITED STATES POSTAL SERVICE

By its attorney:

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January 10, 2020

# ATTACHMENT A

# REDACTED CONTRACT

0663

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

This Contract for shipping services is made by and between [redacted] a Corporation organized and existing under the laws of [redacted] with its principal office at, [redacted] ("Customer") and the United States Postal Service, an independent establishment of the Executive Branch of the United States Government established by the Postal Reorganization Act, Public Law 91-375, with its principal office at 475 L'Enfant Plaza, SW, Washington, DC 20260 (the "Postal Service"). The Postal Service and Customer are referred to herein collectively as the "Parties" and each as a "Party."

WHEREAS, it is the intention of the Parties to enter into a Shipping Services Contract that will benefit the Postal Service, the postal system as a whole, and Customer, and that will comply with the requirements of Title 39 United States Code, as amended by the Postal Accountability and Enhancement Act of 2006,

NOW, THEREFORE, the Parties agree as follows:

## I. Terms

The following terms apply as of the effective date, as defined below:

A. Except to the extent different terms or prices are specified in this Contract, applicable provisions of the Domestic Mail Manual (as may be regularly updated by the Postal Service and posted at http://pe.usps.com/text/dmm300/dmm300_landing.htm) and of other postal laws and standards, including USPS Publication 52 – Hazardous, Restricted, and Perishable Mail, apply to mail tendered under this Contract.

B. This Contract applies to Customer's outbound packages (collectively "Contract Packages"), as follows:

- Priority Mail [redacted]

[redacted]

Customer shall not extend pricing to a third party under this Contract, including commercial published pricing for the products defined in Section I.B, or any prices below commercial published pricing.

C. Customer agrees to mail at least [redacted] contract packages annually.

D. Customers will utilize the following postage payment methods for contract packages:

1. PC Postage or Electronic Verification System ("eVS")

E. The Postal Service will provide Customer with Priority Mail packaging.

F. First Year Prices. The following prices apply to Customer's Contract Packages, from this Contract's effective date, as provided in Attachment A, until the first anniversary of the Contract's effective date.

## II. Annual Adjustment

If the Contract is renewed by mutual agreement in writing for a second year:

A. For the second year of the Contract, beginning on the first anniversary of the Contract's effective date, customized prices under this Contract will be the first year's prices plus the most recent (as of the anniversary date) average increase in prices of general applicability, as calculated by the Postal Service, for Priority Mail Retail.

B. Customized prices for the second year will be calculated by the Postal Service and rounded up to the nearest whole cent.

## III. Effective Date

The Postal Service will notify Customer of the effective date within fifteen (15) business days after receiving the signed contract from Customer.

## IV. Expiration Date

This Contract shall expire one year from the effective date, 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.

## V. Appeals

Customer may appeal a Postal Service decision regarding the calculation of prices, the amount of postage paid, or other implementation or operational issues under this Contract by submitting a written appeal within thirty (30) calendar days of receipt of notification of the determination giving rise to the appeal to: Manager, Pricing and Classification Service Center ("PCSC"), 90 Church Street Suite 3100, New York, NY 10007-2951 ((212) 330-5300 / Fax: (212) 330-5320). The decision of the PCSC Manager will be administratively final. Any decision that is not appealed as prescribed becomes the final Postal Service decision.

## VI. Confidentiality

Customer acknowledges that as part of the Postal Service's regulatory requirements, the Contract and supporting documentation may be required to be filed with the Postal Regulatory Commission in a docketed proceeding. In that case, the Postal Service shall request from the Commission non-public treatment of information that the Postal Service deems to be eligible for protection from public disclosure when it files such material with the Commission, including Customer's identity, the terms of this Contract, and supporting data relating to postal costs, prices, and Customer's shipping profile. The Postal Service will redact such information from its public filing. Customer authorizes the Postal Service to determine the scope of information that must be made publicly available in the Commission's docketed proceeding. Customer has the right, in accordance with the Commission's rules, to address its confidentiality concerns directly with the Commission. Customer agrees to treat as confidential and not disclose to third parties absent express written consent by the Postal Service any information related to this Contract that is determined by the Commission to be non-public.

## VII. Amendments

This Contract shall not be amended except expressly, in writing, by authorized representatives of the Parties.

## VIII. Assignment

Neither Party may, or shall have the power to, assign its rights under the Contract or, delegate its obligations hereunder, without the prior consent of the other; such consent is not to be unreasonably withheld. In addition, in the event that Customer is merged with or into or acquires another entity, pricing under this Contract following such merger or acquisition shall apply only to mail sent by the entity existing prior to the merger or acquisition. Following any such merger or acquisition, the parties may negotiate in good faith to extend, modify or enter into a new contract applicable to the merged or acquired entity.

## IX. Waiver

Any waiver by a party shall not constitute a waiver for any future occurrence. No waiver shall be valid unless set forth in a writing executed by the party waiving such provision.

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

UNITED STATES POSTAL SERVICE

DocuSigned by:

Signed by: Timothy Costello

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Printed Name: Timothy Costello

Title: A Vice President Sales

Date: 12/5/2019

[redacted]

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

UNITED STATES POSTAL SERVICE

Signed by: _____

PrintedName: _____

Title: _____

Date: _____

[redacted]

**ATTACHMENT A - PRICE CHART PRICES IN UNITED STATES DOLLARS FOR PRODUCT FOR ZONES 1-9**

[redacted]

[redacted]