

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

COMPETITIVE PRODUCT PRICES  
PRIORITY MAIL CONTRACT 439 (MC2018-162)  
NEGOTIATED SERVICE AGREEMENT

Docket No. CP2018-233

**USPS NOTICE OF AMENDMENT TO  
PRIORITY MAIL CONTRACT 439, FILED UNDER SEAL**  
(August 21, 2020)

The Postal Service hereby provides notice that the terms of Priority Mail Contract 439, in the above-captioned proceeding, have changed as contemplated by the contract's terms. A redacted version of the amendment to Priority Mail Contract 439 is provided in Attachment A, and the unredacted amendment is being filed under seal. The amendment will become effective one calendar day 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 439. 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:

Sean C. Robinson

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August 21, 2020

**ATTACHMENT A TO REQUEST**

**REDACTED AMENDMENT TO PRIORITY MAIL CONTRACT 439**

**AMENDMENT #1  
OF  
SHIPPING SERVICES CONTRACT  
BETWEEN  
THE UNITED STATES POSTAL SERVICE  
AND**



**REGARDING  
PRIORITY MAIL SERVICE**

WHEREAS, the United States Postal Service (the "Postal Service") and [REDACTED] ("Customer") entered into a Shipping Services Contract, Priority Mail Contract 439/Docket No. CP2018-233, regarding Priority Mail Service on April 30, 2018.

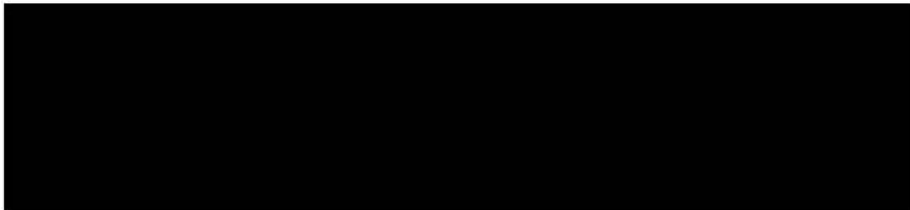
WHEREAS, the Parties desire to amend the terms in Sections I.B, I.C and V of the Contract.

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 one (1) calendar day following the day on which the Commission issues all necessary regulatory approval.

[Replace Sections I.B (including new Table A.1), I.C and V, in their entirety, as follows.]

**I. Terms**

- B. This Contract applies to Customer's outbound Priority Mail weight-based packages that do not exceed [REDACTED] ("Contract Packages"), excluding packages originating from and/or addressed to ZIP Codes contained in Table A.1 below, as follows:



The Postal Service shall assign a unique mailer identification number (MID) to Customer for use and designation on Contract Packages. All Contract Packages must originate outside the United States. Labels containing the assigned MID, and other pertinent information shall be affixed to these Contract Packages before entering the United States. Contract Package discounts under this Contract shall only be available

for Contract Packages bearing the MID assigned by the Postal Service for purposes of this Contract.

- C. Customer will manifest Contract Packages as specified by the Postal Service, using a separate permit number to ship such packages, and will use the Electronic Verification System (“eVS”), successor eVS system or other approved payment method directly with the Postal Service (without intermediaries or Third Party Payment vendors). For avoidance of doubt, Customer’s packages shipped using a different pay method are not covered by this Contract and will not receive Contract Prices in this Contract. The parties have mutually agreed to specific shipping locations from where Contract Packages must originate, along with the associated Customer Registration ID, Mailer ID and Payment Method information required for each shipping location, provided that dropshipping, as may be approved by the Postal Service, may originate from other locations. Contract pricing for any newly approved payment methods will be effective within fifteen (15) business days after the Postal Service receives written notification from Customer. Only Contract Packages, and Customer’s other Priority Mail packages (“Total Packages”), shipped from authorized permits and from the specific shipping locations agreed to by the Parties shall count toward the volume commitment in Sections I.E.2 (including Table B) and I.F below.

**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 via email, along with any and all supporting documentation, within thirty (30) calendar days of receipt of notification of the determination giving rise to the appeal to [REDACTED]. The appeal is forwarded to the Pricing and Classification Service Center (PCSC). The PCSC manager issues the final agency decision. Any decision that is not appealed as prescribed becomes the final agency decision.

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: <sup>DocuSigned by:</sup> Timothy Costello  
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Printed Name: Timothy R. Costello

Title: Vice President Sales

Date: 8/13/2020

