

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

COMPETITIVE PRODUCT PRICES  
PARCEL RETURN SERVICE  
PARCEL RETURN SERVICE CONTRACT 1

Docket No. MC2009-1

COMPETITIVE PRODUCT PRICES  
PARCEL RETURN SERVICE CONTRACT 1 (MC2009-1)  
NEGOTIATED SERVICE AGREEMENT

Docket No. CP2009-2

**RESPONSE OF THE UNITED STATES POSTAL SERVICE TO  
COMMISSION'S INQUIRIES IN ORDER NO. 119, SECTION III**

The Postal Service hereby provides the material requested by the Commission in Section III of Order No. 119. The Commission requested: (1) the Governor's certification and voting record, and (2) the signatures, printed names, titles and dates executing the contract on behalf of the Postal Service. These items are attached hereto.

Respectfully submitted,

UNITED STATES POSTAL SERVICE  
By its attorneys:

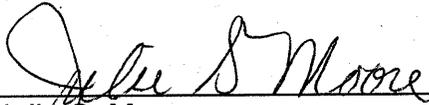
Daniel J. Foucheaux, Jr.  
Chief Counsel, Ratemaking

Scott L. Reiter

475 L'Enfant Plaza West, S.W.  
Washington, D.C. 20260-1137  
(202) 268-2999, Fax -5402  
[scott.l.reiter@usps.gov](mailto:scott.l.reiter@usps.gov)  
October 23, 2008

**CERTIFICATION OF GOVERNORS' VOTE  
IN THE  
GOVERNORS' DECISION NO. 08-12**

I hereby certify that the Governors voted on adopting Governors' Decision No. 08-12, and that, consistent with 39 USC 3632(a), a majority of the Governors then holding office concurred in the Decision. The vote was 6 to 0 in favor.



Julie S. Moore  
Secretary of the Board of Governors

Date: 10/15/08

**SHIPPING SERVICES CONTRACT**  
**BETWEEN**  
**THE UNITED STATES POSTAL SERVICE**  
**AND**  
**...**  
**REGARDING PARCEL RETURN SERVICE**

This contract for shipping services is made by and between ..., and the United States Postal Service (“the 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 and ... 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 its customers, 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 implementation 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 and of other postal laws and standards apply to mail tendered under this contract.
- B. The Postal Service will make available to ... option for Parcel Return Service (“PRS”) pieces, ..., and ... , as specified in this contract.
- C. The Postal Service will provide to ....
- D. The Postal Service will tender all PRS pieces to ... in the following Postal Service equipment: double stackable gaylords or tall gaylords (72" or higher). Working with the Postal Service, ... will return equipment to the USPS within 30 days.
- E. To be eligible for the prices and options provided for in this contract, ... must maintain ....
- F. To be eligible for the prices and options provided for in this contract, ... must adhere to the following requirements for all of its PRS pieces, including those for which it pays published prices:

...

G. ... will pay published prices for its PRS pieces, except as shown in the tables below.

1. The below prices are applicable only to the first year following the effective date of this contract.
2. On the anniversary of the effective date, prices under this contract will be adjusted for the subsequent year of the contract by ....
3. In the event a price of general applicability were to be established for any PRS cell that is lower than the price for the same cell under this contract, ... would pay the lower.

...  
...

## **II. Regulatory Review and Effective Date**

This contract is subject to approval by the Postal Service Governors and the Postal Regulatory Commission (“the Commission”). In accordance with Title 39 and the Commission’s Rules of Practice and Procedure, and upon approval of the Postal Service Governors, the Postal Service will file a request with the Commission to modify the product list in the Mail Classification Schedule and will give notice of the establishment in this contract of rates and classification “not of general applicability.” The effective date of this contract shall be the day following the date on which the Commission issues all necessary regulatory approval.

## **III. Expiration Date and Termination**

This contract shall expire 2 years from the effective date, unless terminated by mutual consent, renewed by mutual consent, superseded by a subsequent contract between the Parties, ordered by the Commission or a court, or required to comply with subsequently enacted legislation. The Postal Service may terminate this contract unconditionally and without penalty, with one year’s written notice to ....

## **IV. Confidentiality**

Neither Party shall make public the terms of this contract, except to the extent required by law. The Postal Service shall request that the Commission not disclose the terms of this contract or supporting data in executing its functions under the Act.

## **V. Appeals**

... may appeal a Postal Service decision regarding the calculation of prices or other implementation or operational issues under this contract by submitting a written appeal within 30 days of receipt of notification of the decision to the Postage and Classification Service Center (“PCSC”) in New York. The decision of the Manager, PCSC, will be administratively final. Any decision that is not appealed as prescribed becomes the final Postal Service decision.

**VI. Amendments**

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

IN WITNESS WHEREOF, the Parties hereto have caused this contract to be duly executed as of the day and year first written above.

UNITED STATES POSTAL SERVICE

...

By: James Cochran

By: \_\_\_\_\_

Printed Name: JAMES COCHRAN

Printed Name: \_\_\_\_\_

Title: VP GROUND SHIPPING

Title: \_\_\_\_\_

Date: 9/12/08

Date: \_\_\_\_\_