

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

COMPETITIVE PRODUCT PRICES
PARCEL SELECT CONTRACT 4 (MC2012-33)
NEGOTIATED SERVICE AGREEMENT

Docket No. CP2012-41

**NOTICE OF UNITED STATES POSTAL SERVICE OF
AMENDMENT TO PARCEL SELECT CONTRACT 4,
WITH PORTIONS FILED UNDER SEAL**
(September 27, 2013)

The Postal Service hereby provides notice of filing a revised amendment to Parcel Select Contract 4, in the above-captioned proceeding. The instant amendment is intended to clarify Sections I.C and I.E, as described further in the Postal Service's response to the Commission's request for supplemental information in this docket (September 5, 2013). A redacted version of this amendment to Parcel Select Contract 4 is provided in Attachment A, and the unredacted amendment is being filed under seal. The amendment will become effective one day following the day that the Commission completes its review of this filing.

This amendment will not materially affect the cost coverage of Parcel Select Contract 4. Therefore, the supporting financial documentation and financial certification initially provided 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 information that has been filed under seal.

Respectfully submitted,

UNITED STATES POSTAL SERVICE

By its attorneys:

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September 27, 2013

ATTACHMENT A

REDACTED AMENDMENT TO PARCEL SELECT CONTRACT 4

**AMENDMENT OF
SHIPPING SERVICES CONTRACT
BETWEEN
THE UNITED STATES POSTAL SERVICE
AND
[REDACTED]
REGARDING PARCEL SELECT SERVICE**

WHEREAS, the United States Postal Service (“the Postal Service”) and [REDACTED] (“Customer”) entered into a shipping services contract regarding Parcel Select service on July 9, 2012.

WHEREAS, the Parties desire to amend the contract to adjust the methodology for pricing in Year 2 of this Agreement.

NOW, THEREFORE, the Parties agree that Section I.C, Section I.E.5, and Section I. F of the contract shall be amended in its entirety to read as follows. The existing contract remains unchanged in all other respects. This amendment shall become effective on the day after the day the Commission issues all necessary regulatory approval.

I. Terms

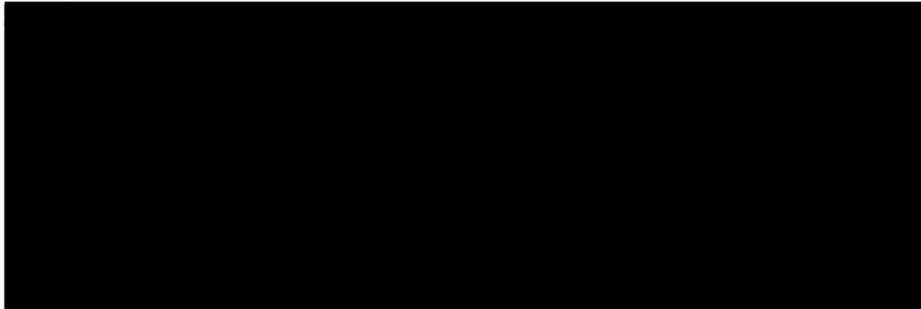
C. Minimum Volume Requirement.

3. If the Minimum Volume Requirement is not met each Contract Year, Customer will be required to pay [REDACTED] for the year in which the Minimum Volume Requirement was not met no later than 60 days after the conclusion of the Contract Year in which the Minimum volume was not met:

[REDACTED]

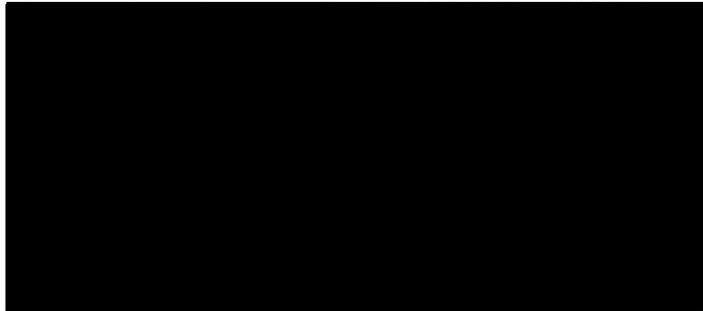
E. Price Calculation

[REDACTED]



F. Annual Adjustment of Prices.

- 1) For subsequent Contract Years, if the Postal Service increases published rates of general applicability for DDU Parcel Select, the prices in Table 1 shall become the lesser of:
(1) the preceding Contract Year's prices, plus the most recent (as of the anniversary date) average published percentage increase as calculated by the Postal Service
or (2) the preceding Contract Year's prices, plus [REDACTED]



- 2) If the Postal Service maintains or decreases published rates of general applicability for DDU Parcel Select, there shall be no change to contract pricing for that Contract Year.
- 3) In any Contract Year, if the published percentage increases for any rate cell in Table 1 increases more than [REDACTED] the difference between the published percentage and [REDACTED] shall be banked and applied to the following Contract Year's annual adjustment.
- 4) The adjusted prices will take effect on August 1st of each Contract Year. The Postal Service shall supply Customer the updated price chart no later than July 15th of each Contract Year.
- 5) Contract prices for subsequent contract years will be calculated by the Postal Service and rounded up to the nearest whole cent.

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: _____



Printed Name: _____

Cliff Rucker

Title: _____

Vice President, Sales

Date: _____

9/20/13

