

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

COMPETITIVE PRODUCT PRICES
PRIORITY MAIL
PRIORITY MAIL CONTRACT 263

Docket No. MC2017-30

COMPETITIVE PRODUCT PRICES
PRIORITY MAIL CONTRACT 263 (MC2017-30)
NEGOTIATED SERVICE AGREEMENT

Docket No. CP2017-55

**NOTICE OF THE UNITED STATES POSTAL SERVICE OF
FILING ERRATA TO REQUEST**
(December 6, 2016)

The United States Postal Service hereby provides notice of filing a revised Attachment B to its request, which was originally filed in this docket on December 2, 2016. Attachment B contains the redacted shipping services contract. The Postal Service inadvertently included an incorrect version of Attachment B in its initial filing. The correct Attachment B is attached to this pleading. No other changes to the Postal Service's request have been made.

Respectfully submitted,

UNITED STATES POSTAL SERVICE
By its attorneys:

Daniel J. Foucheaux, Jr.
Chief Counsel, Pricing and Product Support

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December 6, 2016

**ATTACHMENT B TO REQUEST
REDACTED SHIPPING SERVICES CONTRACT
(Corrected version filed December 6, 2016)**

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

This shipping services contract (the "Agreement") is made by and between [REDACTED] ("Customer"), a limited liability company organized and existing under the laws of [REDACTED], with its principal office at [REDACTED] 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 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:

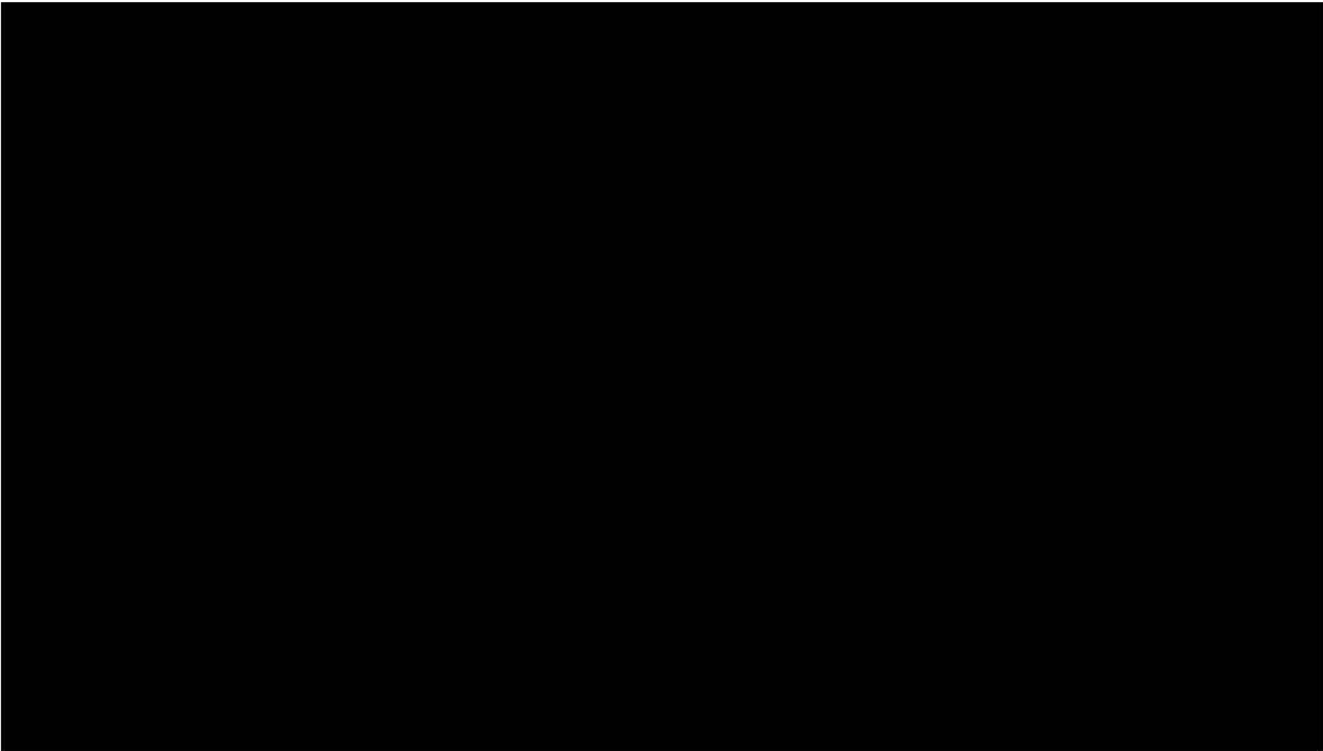
I. Terms

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 Agreement, 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 apply to mail tendered under this Agreement.
- B. This Agreement applies to Customer's Priority Mail weight based packages [REDACTED] and Customer's Priority Mail Cubic packages [REDACTED] (collectively, "Contract Packages").
- C. Customer will manifest Contract Packages as specified by the Postal Service, using a separate permit number and/or PC Postage account to ship such packages, and will use the Electronic Verification System (eVS), other USPS approved manifest systems, or USPS approved PC Postage vendors for payment of such packages. Customer shall provide the Postal Service, in writing, a list of its permit numbers and/or PC Postage accounts for approval. Contract pricing for newly approved permits and/or PC Postage accounts will be effective within fifteen (15) days after they are reported to the Postal

Service in writing. Only volume shipped from authorized permits and/or PC Postage accounts shall qualify for contract prices under this contract.

- D. The Postal Service will not provide Customer with Priority Mail packaging.
- E. Volume Commitment. Customer should ship at least [REDACTED] Contract Packages annually.
- F. Priority Mail Prices. As illustrated in Table 1 below, commencing on the Effective Date (as defined in Section III below), the following discounts off of published Priority Mail Commercial Plus prices shall apply to Customer's Contract Packages.



- G. Throughout the term of this contract, Customer will pay the prevailing Priority Mail Commercial Plus prices less the discounts listed in Table 1 above, and rounded up to the nearest whole cent.

II. Marketplace and Third Party Rate Extension Requirements

The minimum prices offered by Customer in the marketplace shall be the prevailing Priority Mail Commercial Plus prices, and any rate offered by Customer must be at prevailing published Priority Mail prices for the appropriate product or service.

Before Customer may extend contract prices under this agreement to any third party, Customer must first provide the Postal Service with the name and shipping profile of the third party, along with the permit numbers and/or PC Postage accounts, referenced in Section I.C above. In its sole discretion, the Postal Service will determine if Customer may extend contract prices to any third party. Customer may not extend contract prices to any current Postal Service customer. Any exceptions to this requirement must be mutually agreed upon in writing.

Any violation of this section shall, at the Postal Service's discretion, be grounds for the immediate termination of this contract. The Postal Service shall notify Customer of its intention to terminate the contract pursuant to this section. The contract may terminate following five (5) business days from Customer's receipt of such notice.

III. 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 make required filings with the Commission. The effective date of this contract shall be two (2) business days following the day on which the Commission issues all necessary regulatory approval. For the purposes of this SSC, business days are defined as Monday through Friday, excluding federal holidays and days on which the Postal Service Headquarters is administratively closed.

IV. Expiration Date, Term and Termination

This Agreement shall expire one (1) year from the Effective Date (as defined in Section III above), unless (1) terminated by the Postal Service with five (5) business days' notice, pursuant to Section II of this contract, (2) terminated or cancelled in writing by either Party with thirty (30) calendar days' notice to the other Party, (3) renewed or amended by mutual agreement in writing, (4) superseded by a subsequent written agreement between the Parties, (5) ordered by the Commission or a court, or (6) required to comply with subsequently enacted legislation.

If, at the conclusion of this Agreement term, both Parties agree that preparation of a successor Shipping Services Contract (SSC) is active, the 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 Agreement's expiration date.

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 Agreement 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 St. Ste. 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 securing approval of this Agreement, the Agreement and supporting documentation will be filed with the Postal Regulatory Commission in a docketed proceeding. 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 Agreement, 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 further understands that any unredacted portion of this Agreement or supporting information will be available on the Commission's public website, www.prc.gov. At the request of Customer, the Postal Service will notify Customer of the docket number of the Commission proceeding once assigned. 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 Agreement that is determined by the Commission to be non-public.

VII. Amendments

This Agreement 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 Agreement or, delegate its obligations hereunder, without the prior written 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 Agreement 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 Agreement 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 writing executed by the Party waiving such provision.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement 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: _____

11/15/16

