

February 12, 2010

John H. Dirzius APWU Northeast Regional Coordinator 5 N. Village Ave., Suite 3 Rockville, NY 11570

Re: Request for Information

Dear John:

Thank you for your letter of February 1, 2010 seeking copies of all current HCR contracts between the United States Postal Service Northeast Area and MT Transportation & Logistics Service, Inc., including any and all other HCR contracts under a different name of the parent company of MT Transportation & Logistics Service, Inc.

As further discussed on Friday February 5, 2010, please find enclosed a copy of the 'Statement of Work & Specifications' for each of the requested contracts. In response to your inquiry as to whether the Postal Service Northeast Area will continue its current contracts with MT Transportation & Logistics Service, Inc, the response is yes. The Postal Service points to section 7-11.5.1, Existing Contracts, of 'The Supplying Principles and Practices' as a basis for such decision:

"Notwithstanding the suspension, debarment, ineligibility, or proposed debarment of a supplier, the Postal Service may continue contracts or subcontracts in existence at the time the supplier was suspended or debarred, became ineligible, or was proposed for debarme3nt unless the VP, SM directs otherwise. However, Contracting Officers may not add new work to any existing contract, by exercise of an option or otherwise, without the prior approval of the VP, SM, unless the work is classified as an insignificant minor service change to a mail transportation contract or a minor administrative change, such as a change of address."

Based upon the above, the Postal Service believes that the effect of a debarment on existing contracts is prospective, not retroactive; and as such the fact that a contractor has been debarred does not mean that we have to terminate any existing contract.

The Postal Service reserves the right to question the relevance of the requested information that has been provided as it relates to any mandatory bargaining subject (i.e., wages, hours, terms and conditions of employment) should the union file a grievance protesting management's actions in this matter.

Please let me know if we may provide any further assistance.

Sincerely,

Rene J. Salois