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Judy Peppler
President - Oregon

July 22, 2010

Advice No. C24-2010

The Honorable Ray Baum, Commission Chair
Oregon Public Utility Commission
P. O. Box 2148
Salem, Oregon 97308-2148

Attention: Vikie Bailey-Goggins, Administrator,
Tariffs and Data Analysis

Dear Chairman Baum:

Pursuant to ORS 759.250, Qwest is filing notification of an amendment to a multi-state, thirty-six (36) month(s) Special Contract which adds Digital Switched Service (DSS). The Master Service Agreement (MSA), which included Primary Rate ISDN (PRS) Service, Business Basic Line Service under the Qwest Line Volume Advantage (QLVA) plan, Qwest Business Line Plus, and PBX Trunks, was executed August 7, 2009, and subsequently amended effective November 20, 2009. It was during the course of reviewing the MSA that Qwest determined there was incorrect information provided to the customer, necessitating the amendment executed November 20, 2009. Although the November 2009 amendment also required further changes Qwest filed the original MSA and Amendment on February 23, 2010, rather than risk further delay. Those changes have now been incorporated as part of Amendment Eight which was executed June 10, 2010. Qwest strives to receive, review, and file all contracts in a timely manner and sincerely apologizes for any inconvenience this filing delay may have caused.

Qwest believes these services are competitive and that the Special Contract pricing is in accordance with the provisions of ORS 759.250. Supporting documentation is attached.

Due to the competitive nature of this Special Contract, the information provided in Attachment C contains commercially valuable information and/or trade secrets and is submitted to Staff in confidence pursuant to ORS 192.501 and ORS 192.502. We understand that you will notify us prior to release of any such information in sufficient time to seek a protective order from the Commission or to otherwise preserve its confidentiality.

We enclose one complete copy of the contract which contains confidential information for Staff review. As provided by the provisions of ORS 759.250(6), Qwest requests this information not be publicly disclosed. Confidential information has been removed from the additional copies included in this filing for public disclosure.

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Please direct any questions or concerns regarding this filing to Mark Reynolds at 206-345-1568 or Mark.Reynolds3@qwest.com.

Yours very truly,

A handwritten signature in black ink, appearing to read "Mark Reynolds". The signature is written in a cursive style with a large initial "M" and a long, sweeping tail.

By _____

Mark Reynolds for
Judy Pepler
President - Oregon
Qwest Corporation

Attachments

**Basic Business Line Services, PBX Trunks,
Digital Switched Services (DSS), and Primary Rate ISDN Service (PRS)**
CONTRACT NO. OMR #Q464401
CONTRACT SUMMARY

Service Description:

Qwest Line Volume Advantage provides discounts for basic business services, which includes the Flat Rate Business Lines (1FB) with Hunting; Qwest Choice Business; Qwest Choice Business Plus; Qwest Choice Business Add-A-Line; and Qwest Choice Business Prime.

Qwest Business Line Plus is a flat rate business line which includes two standard features, Call Forwarding-Variable and Call Transfer/Three-Way Calling. The service was included in the original MSA but is now grandfathered.

Digital Switched Service (DSS) is a digital transmission facility (DS1) at a speed of 1.544 MPBS (Megabits per Second) between the customer's premises and the Company's central office switch. Multiplexing of the DSS facility in the Company's central office accommodates up to a maximum of 24 Voice grade and/or 24 data channels into the central office switch.

ISDN Primary Rate Service (PRS) is a digital four-wire full duplex transmission path between ISDN-compatible Customer Premises Equipment (CPE) and an ISDN-equipped central office.

PBX (Private Branch Exchange) Trunk Service is a range of trunk types that connect a customer's telephone system back into the Public Switched Telephone Network (PSTN) in such a way that end users may share the PBX phone lines.

Description of Offer:

Provides a volume service price discount in Oregon for Basic Business Line Service under the Qwest Line Volume Advantage (QLVA) Plan and ISDN Primary Rate Service (PRS).

CONTRACT SUMMARY

Type Of Agreement: New Request: X Renewal: Addition:

Term Of Agreement: 36 Month Contract

Effective Date: August 7, 2009 (MSA)
November 20, 2009 (Amendment 1)
June 10, 2010 (Amendment 8)

**Basic Business Line Services, PBX Trunks,
Digital Switched Services (DSS), and Primary Rate ISDN Service (PRS)**
CONTRACT NO. OMR #Q464401
CONTRACT SUMMARY

QWEST LINE VOLUME ADVANTAGE (QLVA) PLAN

Number of Facilities: The customer must maintain a minimum line requirement of 500 Business access lines across the Qwest 14-state region.

Contracted Monthly Unit Price:

Service:	Qwest Line Volume Advantage
Basic Business Service (Flat Rate w/ Hunting)	
Rate Group 1 20% discount	\$20.80
Rate Group 2 20% discount	\$22.80
Rate Group 3 20% discount	\$24.40
Qwest Choice Business Prime	
Rate Group 1 and 2 32% discount	\$23.00

<u>QWEST BUSINESS LINE PLUS</u>	<u>Basic Business Package</u>
Rate Group 1 10.5% discount	\$22.10
Rate Group 2 10.5% discount	\$24.23
Rate Group 3	N/A

PBX ANALOG TRUNKS

Number of Facilities: 1 (assumes 1 for purposes of this analysis)

Unit Price:

2 Way, In-Only, Out-only (TFB, TFN, TFU)	PBX Trunks
Rate Group 1 8% discount	\$28.00
In-Only with DID (TDD)	
Rate Group 1 4% discount	\$29.36
Rate Group 2 5% discount	\$31.86

**Basic Business Line Services, PBX Trunks,
Digital Switched Services (DSS), and Primary Rate ISDN Service (PRS)**
CONTRACT NO. OMR #Q464401
CONTRACT SUMMARY

ISDN PRIMARY RATE SERVICE (PRS)

Number of Facilities: 1 (assumes 1 for purposes of this analysis)

Unit Price:

Service:	ISDN Primary Rate Service
Number of Arrangements:	1
Monthly Unit Price:	\$450.00

DIGITAL SWITCHED SERVICE (DSS) DS1/DS3

Number of Facilities: 1 (assumes 1 for purposes of this analysis)

Unit Price:

Service:	DSS DS1/DS3
Number of Arrangements:	1
Monthly Unit Price:	\$355.00

**Basic Business Line Services, PBX Trunks,
Digital Switched Services (DSS), and Primary Rate ISDN Service (PRS)**
CONTRACT NO. OMR #Q464401
CONTRACT SUMMARY

I. CONTRACT ANALYSIS

- a. Please provide the rationale and justification for creating a special class of service. The rationale must include a discussion as to why no previously approved class of service (contract or tariff) is acceptable to the Customer for whom the utility proposes a special class of service. Determination of a special class of service must be based on the following:

The quantity of service used, the time when used, the purpose for which used, the existence of price competition or a service alternative, the services being provided, the conditions of service, or any other reasonable consideration.

Answer:

Current tariffs for services included in the contract do not provide pricing recognizing this customer's volume of service and commitment to retain service across Qwest's territory. The total volume of facilities being ordered by the customer justifies going beyond the standard terms offered in the tariff for similar services. Competitive alternatives such as resale of Qwest service are available to customers.

- b. The number of similarly situated Customers who should receive the same terms and conditions. Also, include the number of billing units for those Customers.

Answer:

All similarly situated customers should receive the same terms and conditions.

- c. If there are other similarly situated Customers who should not receive the same terms and conditions, explain the differences between those Customers and the special contract Customer.

Answer:

Not applicable; all similarly situated customers should receive the same offer.

- d. Summarize termination clause in the contract that protects Qwest if the customer stops the service early and Qwest does not recover initial costs.

Answer:

Termination Liability language is included in Section 17 of the MSA.

**Basic Business Line Services, PBX Trunks,
Digital Switched Services (DSS), and Primary Rate ISDN Service (PRS)**
CONTRACT NO. OMR #Q464401
CONTRACT SUMMARY

e. Was there a Request for Proposal? Please describe.

Answer:

No. There was no formal Request for Proposal; this MSA supersedes an existing MSA Qwest had with this customer.

f. Are there competitive alternatives? If yes, who are the competitive providers and what services do they offer?

Answer:

Yes. Almost all Competitive Local Exchange Companies offer these common business services.

**AMENDMENT NUMBER 8
TO MASTER TELECOMMUNICATIONS SERVICES AGREEMENT**

THIS AMENDMENT NO. 8 ("Amendment No. 8") (Qwest OMR# Q464401) is by and between [REDACTED] and Qwest Communications Company, LLC ("QCC") and Qwest Corporation ("QC"), each, with respect to the other, acting separately and solely on its own behalf and each, with respect to the other, having only several liability. This Amendment No. 8 has an effective date of June 11, 2010 ("Amendment No. 8 Effective Date") and amends the Master Telecommunications Services Agreement between the Parties effective August 7, 2009 (Qwest OMR#s Q159043, Q342852, Q355706, Q397950, Q351848, Q417898, Q316881 & Q488558) the "Agreement", as previously amended. All capitalized terms used and not otherwise defined in this Amendment No. 8 will have the meanings set forth in the Agreement.

WHEREAS, [REDACTED] QCC and QC, each acting separately, hereby wish to amend the Agreement and:

NOW THEREFORE, in consideration of the mutual promises set forth below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to amend the Agreement as follows:

1. **Modification to Section 6.3 (Taxes).** Qwest and Customer agree to add the following sentence at the end of Section 6.3 (Taxes):

Notwithstanding anything to the contrary in Exhibit B (Service Level Agreements) to the Agreement, all SLA payments made by Qwest will include reimbursement of the taxes and surcharges paid by [REDACTED] in connection with the Affected Service for which SLA credits are paid.

2. **Addition to Service Exhibit A.7.1 (QWave Private Line Service).** The following will be added to Table 1 in the Pricing Attachment to Service Exhibit A.7.1 (QWave Private Line Service):

Originating Prem	Terminating Prem	Capacity	Term	Net Rate MRC**	Installation NRC*	Notes
[REDACTED]	[REDACTED]	10G	36 MO	\$52,509.00	\$10,000.00	[REDACTED]
[REDACTED]	[REDACTED]	10G	36 MO	\$8,823.00	\$10,000.00	[REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]

Latency = 21ms

*Subject to the NRC Waiver in Section 2.3 of the Pricing Attachment to Service Exhibit A.7.1 (QWave Private Line Service).

**To qualify for this rate [REDACTED] must order both QWave circuits at the same time. If both circuits are not ordered at the same time, pricing will be quoted on an individual case basis at the time each separate order is placed.

3. **Modification to Exhibit AA-4 QC Pricing:** The attached Pricing Spreadsheet entitled QC Pricing Attachment attached hereto and incorporated herein by reference completely replaces and supersedes the QC pricing table last updated via Amendment One (OMR# 342852). Pricing for all QC Services is as set forth in the QC Pricing Attachment.



Jun. 28. 2010 1:11PM

No. 3256 P. 2

4. **Miscellaneous.** This Amendment No. 8 will be effective on the Amendment No. 8 Effective Date and is incorporated by reference into the Agreement. Except as otherwise expressly modified or amended in this Amendment No. 8, all other terms and conditions in the Agreement will remain in full force and effect and will be binding upon the Parties. This Amendment No. 8 and the Agreement set forth the entire understanding between the Parties as to the subject matter of this Amendment No. 8. If there is a conflict between the terms of the Agreement and this Amendment No. 8, the terms of this Amendment No. 8 will control.

The undersigned Parties have read and agree to the terms and conditions set forth in this Amendment No. 8.

[Redacted signature block]
By: _____
Name: _____
Title: _____
Date: _____

QWEST COMMUNICATIONS COMPANY, LLC
SOLELY ON BEHALF OF ITSELF

By: Shang
Name: DONGJING HUANG on behalf of
Title: Director, Pricing & Offer Management Brad Loughran
Date: 6/10/2010

John R Young

QWEST CORPORATION
SOLELY ON BEHALF OF ITSELF

By: Shang
Name: DONGJING HUANG on behalf of Brad Loughran
Title: Director, Pricing & Offer Management
Date: 6/10/2010

[Redacted signature block]

RP H M... 6/28/2010

AMENDMENT NUMBER 8
TO MASTER TELECOMMUNICATIONS SERVICES AGREEMENT

[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

USOC	DESCRIPTION	60 Month MRC	60 Month NRC
ZPG63	PRS Bulk Pricing - PRS is also known as PR1)		
ZPG73	PRS Bulk Pricing with Voice and Data Trunks on DS3	\$450.00	NONE
	PRS Bulk Pricing with Voice and Data Trunks on T1 USOC ZPXJ3 = 23B+D Configuration	\$450.00	NONE
	T1 USOC ZPXK3 = 24D Configuration	\$0.00	NONE
		\$0.00	NONE





AMENDMENT NUMBER 8
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T1 USOC ZPXL3 = 23B+ BackUp D Configuration \$0.00

[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
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[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

AMENDMENT NUMBER 8
TO MASTER TELECOMMUNICATIONS SERVICES AGREEMENT

ISDN - SLS

States	Description	USOC	60 MOS MRC	60 MOS NRC
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
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[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
OR - Group 1	2B+S	BAFTB	\$52.20	\$0.00
	2B+D			
OR - Group 2	2B+S	BAFTB	\$55.80	\$0.00
	2B+D			
OR - Group 3	2B+S	BAFTB	\$74.45	\$0.00
	2B+D			
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]



AMENDMENT NUMBER 8
TO MASTER TELECOMMUNICATIONS SERVICES AGREEMENT



[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]

DSS - Oregon			
USOC	DESCRIPTION	36 Month MRC	36 Month NRC
D7WV3	DSS Basic T-1 Contracted with DSS Trunks	\$255.00	\$450.00
D7ZD3	DSS Advanced T-1 Contracted with DSS Trunks	\$123.30	\$450.00
T5F13	DSS Basic In-Only w/HTG	\$16.58	\$25.15
T5FO3	DSS Basic Out-Only	\$16.58	\$25.15
T5FC3	DSS Basic Two-Way w/HTG	\$16.58	\$25.15
TY4I3	DSS Advanced In Only DID	\$31.83	\$45.15
TY4O3	DSS Advanced Out Only w/Answer Supervision	\$16.15	\$25.15
TY4C3	DSS Two way trunk w/DID & Answer Supervision	\$31.83	\$45.15
4D1ER	Bulk rate UAS DSS Advanced T1 with Trunks	\$550.00	Note
D13X3	UAS DSS T-1 Contracted with UAS DSS Trunks	\$123.30	\$450.00
NWO13	UAS DSS In-Only Trunks Contracted	\$748.00	\$600.00

DSS - Oregon			
USOC	DESCRIPTION	36 Month MRC	36 Month NRC
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
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