



April 6, 2016

Advice No. C16-2017

Filing Center
Oregon Public Utility Commission
PO BOX 1088
Salem OR 97308-1088

Attention: Filing Center

Pursuant to ORS 759.250, Qwest Corporation, d/b/a CenturyLink QC is filing notification of an amendment to a Special Contract for ISDN Primary Rate Service (PRS). This agreement was signed December 21, 2016. (A copy of Amendment Number 67 to the Master Telecommunications Services Agreement is attached hereto indicating the effective date of Amendment Number 88 as July 2, 2015, and the terms are 36 months). Submission of the contract is late due to inadvertent administrative error.

CenturyLink believes that ISDN PRI is competitive and that the Special Contract pricing is in accordance with the provisions of ORS 759.250. Supporting documentation is attached. CenturyLink shows that a portion of this contract is for GeoMax services which are not regulated in Oregon.

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), CenturyLink requests this information not be publicly disclosed. Confidential information has been removed from the additional copies included in this filing for public disclosure.

Please direct any questions or concerns regarding this filing to me at (318) 360-2812.

Yours very truly,

A handwritten signature in cursive script that reads "Chelle R. Rivers".

Michelle "Chelle" Lyn Rivers
cc: Phil Grate, CenturyLink
Attachments

MICHELLE "CHELLE" LYN RIVERS
Tariff Analyst
Michelle.L.Rivers@Centurylink.com
100 CenturyLink Drive
Monroe, LA, 71203
voice: (318) 360-2812

ISDN PRS
CONTRACT NSP #217784
CONTRACT SUMMARY

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

Term Of Agreement: The term of the contract is 36 months

Effective Date: This amendment was signed on December 21, 2016 but the effective date of the amendment is July 2, 2015 (see amendment #67 attached hereto).

ISDN PRIMARY RATE SERVICE (PRS)

Service Description:

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.

Description of Offer:

Customer receives a price discount in Oregon for the business service noted above. All other terms and conditions of this contract are offered in accordance with the Oregon QC Exchange and Network Services Price List.

Unit Price:

Service:	ISDN Primary Rate
Number of Arrangements:	2
Monthly Unit Price:	\$350.00

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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 CenturyLink'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 CenturyLink QC 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 CenturyLink if the customer stops the service early and CenturyLink does not recover initial costs.

Answer:

Termination Liability applies per the Oregon QC Exchange and Network Services Price List.

ISDN PRS
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CONTRACT SUMMARY

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

Answer:

CenturyLink negotiated with this customer for ISDN PRI services.

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 this common business service.

**AMENDMENT NUMBER 88
TO MASTER TELECOMMUNICATIONS SERVICES AGREEMENT**

THIS AMENDMENT NO. 88 ("Amendment No. 88") (CenturyLink N217784) is by and between [REDACTED] and CenturyLink Sales Solutions, Inc. as contracting agent on behalf of the applicable CenturyLink company providing the Services under this Agreement ("CenturyLink"). The name of the CenturyLink operating company providing Services to [REDACTED] is listed in the Service-specific provisions for the applicable Service, each acting separately and individually responsible for all of its own obligations. Except as set forth in this Amendment No. 88, capitalized terms will have the definitions assigned to them in the Agreement. This Amendment No. 88 is effective upon full execution of this amendment ("Amendment No. 88 Effective Date") and amends the Master Telecommunications Services Agreement between the Parties effective August 7, 2009 (See table in Section 4 below) the "Agreement", as previously amended. All capitalized terms used and not otherwise defined in this Amendment No. 88 will have the meanings set forth in the Agreement.

WHEREAS, [REDACTED] and CenturyLink 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. **Term and Revenue Commitment. No Changes.** Customer's existing Revenue Commitment and existing Term, which began on July 2, 2015, as set forth in the Agreement will remain in effect.
2. **Modification to Exhibit AA – QC Service, Product and Pricing, Exhibit AA-1.** The parties agree to delete and entirely replace the QC Services Minimum Service Period Matrix in Exhibit AA-1, with the following:

Service Exhibit Number	Service(s) Covered by Exhibit	Minimum Service Period
AA-2-b	ISDN PRS, and/or DSS Advanced and/or DSS Basic	6 months for DSS (Advanced and Basic) and UAS; 9 months for PRS.
AA-2-c	Qwest Business Line Plus ("QBLP")	12 months
AA-2-d	Analog Private Line Transport - Intrastate	12 months
AA-2-f	Business Voice Messaging Service - Intrastate	12 months
AA-2-h	Digital Data Service – Intrastate	12 months
AA-2-i	DS1 Service – Intrastate	12 months (unless CenturyLink provides documentation demonstrating that a longer period is necessary, in which case the MSP to be agreed upon by the Parties on an individual case basis).
AA-2-j	DS3 - Intrastate	12 months (unless CenturyLink provides documentation demonstrating that a longer period is necessary, in which case the MSP to be agreed upon by the Parties on an individual case basis).
AA-2-o	Single Line ISDN Service - Intrastate	6 months
AA-2-p	Interstate Services	12 months for DS1, DS3, Digital Data and Voice Grade Service.

- (a) For avoidance of doubt, the Parties agree that any existing installed Services listed in the table above will be not have their Minimum Service Periods restarted as a result of this Amendment.
- (b) All items listed in the table above will continue to be bound by the applicable SLAs referenced or detailed in the Master Telecommunications Service Agreement, as amended.

3. **Modifications to Exhibit AA – QC Service, Product and Pricing, the ISDN-Primary Rate Service (PRS) Pricing Tables.** The ISDN Primary Rate Service (PRS) Pricing Tables in the Agreement are deleted and replaced with the pricing tables attached hereto as Attachment A.

4. **Modifications to Attachment A under Amendment 49 (CenturyLink Pramata #851573, [REDACTED] D# 149829) – CenturyLink Sales Solutions, Inc.** The Parties agree that the Agreement Term in Section 3.1 of Attachment A will be restarted for 36 months starting on the Amendment No. 88 Effective Date.

5. **Modification to Exhibit AA – QC Service, Product and Pricing, Service Exhibit AA-2-p (Interstate Services).** Per Section AA-2-p-3 (Modification of Interstate Services) the Parties are revising the pricing and service periods for the Services listed below as follows:



AMENDMENT NUMBER 88
TO MASTER TELECOMMUNICATIONS SERVICES AGREEMENT

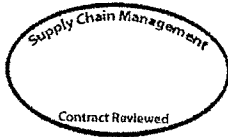
Amendment No. 86	TBD	N223261	TBD
Amendment No. 87	P1049532	N226589	09/08/16

The undersigned Parties have read and agree to the terms and conditions set forth in this Amendment No. 88.

By: [Redacted]
 Name: [Redacted]
 Title: [Redacted]
 Date: 2016.12.22
09:43:10 -05'00'

CENTURYLINK SALES SOLUTIONS, INC.

By: Jeff Hardegger
 Name: Jeff Hardegger
 Title: Manager, Pricing & Offer Management
 Date: 12/21/2016





**AMENDMENT NUMBER 88
TO MASTER TELECOMMUNICATIONS SERVICES AGREEMENT**

PRS - New Mexico			
PRS - North Dakota			
PRS - Oregon			
PRS Bulk Pricing - PRS is also known as PRI			
USOC	DESCRIPTION	36 Month MRC	36 Month NRC
ZPG63	PRS Bulk with Voice and Data Trunks	\$350.00	NONE
ZPG73	PRS Bulk with Voice and Data Trunks on DS3	\$350.00	NONE
	T1 USOC ZPXJ3 = 23B+D Configuration	\$0.00	NONE
	T1 USOC ZPK3 = 24D Configuration	\$0.00	NONE
	T1 USOC ZPXL3 = 23B+ BackUp D Configuration	\$0.00	NONE





AMENDMENT NUMBER 67
TO MASTER TELECOMMUNICATIONS SERVICES AGREEMENT

6. Term and Revenue Commitment; New Revenue Commitment and New Initial Term. Sections 5.1 and 5.2.1 of the Agreement shall be deleted and replaced in their entirety with the following:

5. TERM, REVENUE COMMITMENT AND PRICING

5.1 Term.

5.1.1 Term of Agreement and Service Exhibit(s). This Agreement will begin a new 3 year "Initial Term" beginning on the Amendment No. 67 Effective Date. The "Term" of the Agreement means the Initial Term and any Renewal Terms, if applicable, pursuant to Section 5.1.2 (Extension of Agreement or Service Exhibit) below, and the Transition Period, if applicable. This Agreement will continue in full force and effect from the Amendment No. 67 Effective Date until the end of the Term unless terminated earlier in accordance with the terms of this Agreement. The respective Service Exhibits will be coterminous with the Term of this Agreement, unless a different term is specified in the applicable Service Exhibits.

5.1.2. Extension of Agreement or Service Exhibit. Upon advance written notice to CenturyLink, [REDACTED] may extend the Initial Term of this Agreement and any applicable Service Exhibits on the same terms and conditions for two (2) separate and additional renewal periods of twelve (12) months each (each renewal period, a "Renewal Term"). [REDACTED] will give such notice no less than thirty (30) days prior to expiration of the Initial Term or each successive Renewal Term, as applicable. The Annual Agreement Credit described in Section 5.3.5.2 (Annual Credit), below, shall be applicable during any Renewal Term. There will be no revenue commitment during the renewal periods.

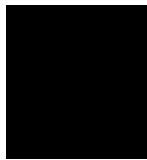
5.2 Revenue Commitments.

5.2.1 Revenue Commitment. [REDACTED] Commitment under this Agreement is zero dollars (\$0.00). Individual circuit may have term commitments as outlined in the Agreement. For purposes of clarity, any existing services will not be subject to a new minimum service term. For avoidance of doubt, any existing services in place as of signature on this Amendment for less than twelve (12) months, will continue to be subject to their existing service term.

5.3 Rate Effective Date: If this Amendment No. 67 is executed by all [REDACTED] and delivered to CenturyLink no later than July 2, 2015, then the rates, charges, credits and discounts will be effective June 1, 2015.

7. **Billing and Invoicing Requirements.** Section 6.1 (Billing and Invoicing Requirements) of the Agreement is hereby deleted in its entirety and replaced with the following:

"6.1 Billing and Invoicing Requirements. [REDACTED] will pay all charges that are not the subject of a dispute no later than thirty (30) days after the invoice date, provided that any undisputed amount not paid within forty-five (45) days of the invoice date for the invoice specified in this Section will bear interest at the lesser of a) the rate of one percent (1%) per month, or b) the highest rate permitted by applicable law. [REDACTED] may withhold any portion of a monthly bill or other invoice if it reasonably believes in good faith such portion is incorrect and the subject of a dispute and remits the undisputed portion. [REDACTED] must notify CenturyLink of any dispute in writing setting forth the reasons for the dispute. Payment of any charges by [REDACTED] will not be construed as a waiver by [REDACTED] of its right to dispute such charges, provided however that [REDACTED] agrees to notify CenturyLink in writing of any disputed charges [REDACTED] will not seek to recover charges for a period of time that exceeds six (6) months prior to [REDACTED] notice to CenturyLink of the dispute. However, [REDACTED] may seek to recover charges for such six (6) month period and any period of time from the notice to CenturyLink of the dispute to resolution of the dispute. Additionally, CenturyLink will correct the billing on a going forward basis to reflect the rates set forth in the Agreement. Any charges disputed in accordance with this Section 6.1 will not be considered past due or incur interest charges pending resolution of the dispute. [REDACTED] agrees to meet promptly with CenturyLink (via telephone or in person) to resolve any billing disputes under this Agreement. [REDACTED] and CenturyLink will have ninety (90) days from the date of [REDACTED] original notification to resolve the billing dispute. If that CenturyLink and [REDACTED] are unable to resolve the billing dispute within the ninety (90) day period, the matter will be resolved in accordance with the dispute resolution provisions of Exhibit D (Dispute Resolution Process) of this Agreement. [REDACTED] may withhold the disputed amount until such time as the Parties mutually agree to resolution. [REDACTED] will pay such charges within forty-five (45) days after such resolution. CenturyLink will credit to [REDACTED] any credits due [REDACTED] under this Agreement within forty-five (45) days after CenturyLink acknowledges such amounts to be due to [REDACTED]. CenturyLink will refund to [REDACTED] any payment on a final bill for which there are not sufficient charges against which to credit the overpayment. CenturyLink further agrees to comply with the additional billing and invoicing requirements identified in the Service Level Agreement attached and incorporated as Exhibit B (Service Level Agreement) to this Agreement. For all new orders, CenturyLink will include the [REDACTED] Order Number on all order tracking documentation."



**AMENDMENT NUMBER 67
TO MASTER TELECOMMUNICATIONS SERVICES AGREEMENT**

Amendment No. 36	401918	N46849	1/15/13
Amendment No. 37	408366	N51555	4/30/13
Amendment No. 38	408626	N54518	4/30/13
Amendment No. 39	411575	N54598	5/15/13
Amendment No. 40	409566	N53429	5/1/13
Amendment No. 41	413514	N47318	6/1/13
Amendment No. 42	415596	N57976	6/1/13
Amendment No. 43	415643	N58946	8/1/13
Amendment No. 44	417744	N60667	6/1/13
Amendment No. 45	416608	N58488	8/1/13
Amendment No. 46	416826	N60540	8/22/13
Amendment No. 47	417229	N59045	9/1/13
Amendment No. 48	420639	N60562	7/1/13
Amendment No. 49	P851573	N61958	3/31/14
Amendment No. 50	P845383	N67314	2/15/14
Amendment No. 51	P851438	N75328	4/15/14
Amendment No. 52	P853128	N76494	5/9/14
Amendment No. 53	P857009	N79466	6/14/14
Amendment No. 54	P857008	N78640	6/3/14
Amendment No. 55	P874290	N87906	10/30/14
Amendment No. 56	P872949	N91820	10/31/14
Amendment No. 57	P875392	N91826	11/30/14
Amendment No. 58	P862536	N83085	7/31/14
Amendment No. 59	P881790	N91719	1/6/15
Amendment No. 60	Pending	N93567	Pending
Amendment No. 61	P884911	N101735	1/30/2015
Amendment No. 62	P911749	N104651	4/27/15
Amendment No. 63	Pending	N105550	Pending
Amendment No. 64	P908341	N110708	4/30/15
Amendment No. 65	Pending	N119233	Pending
Amendment No. 66	Pending	N115162	Pending

The undersigned Parties have read and agree to the terms and conditions set forth in this Amendment No. 67.

[Redacted Signature Area]

CENTURYLINK SALES SOLUTIONS, INC.

DocuSigned by:
By: S. Brinkmann
Name: S. Brinkmann
Title: Director, Pricing & Offer Management
Date: 7/2/2015

Date: 2015.07.02 14:52:32
-04'00'

[Redacted Signature Area]

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