



November 3, 2016

Advice No. C105-2016

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 a Special Contract for ISDN Primary Rate Service (PRS). CenturyLink believes that ISDN PRI is competitive and that the Special Contract pricing is in accordance with the provisions of ORS 759.250. This agreement was signed on April 1, 2016. Supporting documentation is attached. Submission of the contract is late due to inadvertent administrative error

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 and amendment 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 black ink that reads "Michelle Lyn 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 OPPORTUNITY # NSP198645
CONTRACT SUMMARY

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

Term Of Agreement: The term of the contract is 12 months

Effective Date: April 1, 2016

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:	\$555.00

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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.

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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 36 TO
MASTER SERVICES AGREEMENT
TELECOMMUNICATIONS**

THIS AMENDMENT NUMBER 36 (this "Amendment") by and between **CenturyLink Communications, LLC f/k/a Qwest Communications Company, LLC** ("CenturyLink") and [REDACTED] ("HP" or "Customer"), hereby amends the Master Services Agreement - Telecommunications, HP Ref CW141671, CenturyLink Content ID: 276153 (the "Agreement"). Provisions that are applicable to a specific CenturyLink entity are so indicated. Except as set forth in this Amendment, capitalized terms will have the definitions assigned to them in the Agreement.

CUSTOMER: [REDACTED]
 [REDACTED]

 Authorized Signature
 [REDACTED]

 Name Typed or Printed
 [REDACTED]

 Title
 4/1/2016

 Date

CENTURYLINK COMMUNICATIONS, LLC
 DocuSigned by:
Dave Stahly

 Authorized Signature
 Dave Stahly

 Name Typed or Printed
 Director of Offer Management

 Title
 4/1/2016

 Date

1. Modifications to existing Service Exhibit B7 - QC ISDN PRS, and/or DSS Advanced, and/or UAS: The following table is added to the Pricing Attachment.

Service Location Including City and State	Circuit ID/BTN	USOC	Term	NRC	Qty.	Total MRC Per Location
[REDACTED] OR 91330, USA		ZPG61	12mo	\$0.00	1	\$555
[REDACTED] OR 91330, USA		ZPG61	12mo	\$0.00	1	\$555

2. Billing Information. Any new pricing applicable to Customer's existing Services, if any, will become effective at CenturyLink's earliest opportunity, but in no event later than the second full billing cycle following the Amendment Effective Date ("Billing Change Date"). The new pricing is otherwise in lieu of, and supersedes and replaces in its entirety, the pricing that Customer previously received under the Agreement.

3. Miscellaneous. This Amendment will be effective as of the date it is executed by CenturyLink after the Customer's signature (the "Amendment Effective Date") and will become part of the Agreement. All other terms and conditions in the Agreement will remain in full force and effect and be binding upon the parties. This Amendment and the Agreement set forth the entire understanding between the parties as to the subject matter, and in the event there are any inconsistencies between the two documents, the terms of this Amendment will control.

CENTURYLINK TOTAL ADVANTAGE™ EXPRESS AGREEMENT

Exhibit 1

ISDN PRS ICB PRICING OFFER
FOR THE STATE OF OR

[Redacted]
Customer

This ISDN PRS is provided by Qwest Corporation d/b/a CenturyLink QC ("CenturyLink QC") and is subject to the CenturyLink Total Advantage™ Express Agreement between Customer and CenturyLink.

Filing Concurrence

CenturyLink may be required to submit the pricing herein to certain regulatory agencies for approval because the rates are being offered on an individual case basis ("ICB Rates"). Although the general terms and conditions of this Agreement are effective on the Effective Date, the ICB Rates will not become effective for a given jurisdiction until the filing and approval requirements for that jurisdiction are fulfilled. Service will be offered in accordance with the applicable Tariff until the ICB Rates become effective. Approved ICB Rates will take precedence over the Tariff. If Customer receives reduced pricing under this Agreement and a regulatory agency later invalidates the ICB Rates after they had become effective, Customer will pay to CenturyLink any difference in the amounts listed in the applicable Tariff for Service and the amounts Customer was charged for Service. When approved by the regulatory agencies, Customer may add additional quantities of Service pursuant to the Service Changes Section under the same terms and conditions with no further filing required. If a regulatory agency does not approve this Agreement, the parties will enter into good faith negotiations to mutually resolve the failure to receive the necessary approval. This Agreement will remain in full force and effect for Service in all other jurisdictions.

AQCB# (internal use only): _____

Service Location Including City and State	Circuit ID/BTN	USOC	Term	NRC	Qty.	Total MRC Per Location
[Redacted] OR		ZPG61	12mo	\$0.00	1	\$555
[Redacted] OR		ZPG61	12mo	\$0.00	1	\$555