



March 15, 2016

Advice No. C26-2016

The Honorable Susan Ackerman, Stephen Bloom and John Savage, Commissioners
Oregon Public Utility Commission
P. O. Box 1088
Salem, Oregon 97308-1088

Attention: Joan Grindeland

Dear Commissioners Ackerman, Bloom and Savage:

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). ISDN PRI Service is included as part of a CenturyLink Total Advantage™ Express Agreement which is provided by Qwest Communications Company (QCC) LLC, d/b/a CenturyLink QCC. This agreement was signed on February 3, 2016.

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.

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 cursive script that reads "Michelle Lyn Rivers".

Michelle "Chelle" Lyn Rivers

Cc: Phil Grate, CenturyLink

Attachments

ISDN PRS
CONTRACT OPPORTUNITY #NSP175367
CONTRACT SUMMARY

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

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

Effective Date: February 3, 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:	55
Monthly Unit Price:	\$383.00

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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 TO
CENTURYLINK® TOTAL ADVANTAGE® AGREEMENT

THIS AMENDMENT NO. FIVE (this "Amendment") by and between CenturyLink Communications, LLC f/k/a Qwest Communications Company, LLC ("CenturyLink") and [REDACTED] on behalf of the following entities and their respective licensed affiliates: [REDACTED]

[REDACTED] and [REDACTED] ("Customer"), amends the CenturyLink Total Advantage Agreement, or Qwest Total Advantage Agreement, as applicable, Content ID: 873000, 313308, 990574 and N89220, as may have been previously amended (the "Agreement"). For an interim period of time until all work is completed to update the Service Exhibits, Tariffs and other terms and conditions incorporated by attachment or reference into this Amendment, all references to Qwest Communications Company, LLC mean CenturyLink Communications, LLC. Except as set forth in this Amendment, capitalized terms will have the definitions assigned to them in the Agreement. CenturyLink may withdraw this offer if Customer does not execute and deliver the Amendment to CenturyLink on or before January 28, 2016 ("Cutoff Date"). Using CenturyLink's electronic signature process for the Amendment is acceptable. All references to "Qwest Total Advantage" or "QTA" are replaced with "CenturyLink Total Advantage."

CUSTOMER: [REDACTED]
[REDACTED]
[REDACTED]

Authorized Signature
[REDACTED]

Name Typed or Printed
[REDACTED]

Title
[REDACTED]

Date
2/2/16

CENTURYLINK COMMUNICATIONS, LLC

DocuSigned by:
Jeff Hardegger - POM Manager

Authorized Signature
Jeff Hardegger - POM Manager

Name Typed or Printed
Director of Offer Management

Title
2/3/2016

Date

CenturyLink and Customer wish to amend the Agreement as follows:

1. **Term and Revenue Commitment. No Changes.** Customer's existing Revenue Commitment and existing Term, which began on October 16, 2014, as set forth in the Agreement will remain in effect.

2. **New Service(s) is/are being added.** Customer requests through this Amendment to add new Service(s) and corresponding contract document(s) to the Agreement. The attached contract document(s) associated with the addition of Service(s) may include, but is not limited to the following: Service Exhibit(s), Pricing Attachment(s), and Service Attachment(s), which will be added to, and constitute a part of, the Agreement and the existing Services. All Net Rates set forth in the contract documents are in lieu of all other rates, discounts, or promotions. The definition of Services in the Agreement will include the Services in the contract document(s) attached to this Amendment. Customer requests the following new Services:

- ISDN-PRS/DSS/UAS

3. **Modifications.** The Agreement is amended as follows:

3.1 **General.**

(a) Customer will not pay for the Services with funds obtained through the American Recovery and Reinvestment Act (or ARRA) or other similar stimulus grants or loans that would obligate CenturyLink to provide certain information or perform certain functions unless each of those functions and obligations is explicitly identified and agreed to by the parties in this Agreement or in an amendment to this Agreement.

(b) Customer may access its invoices and choose paperless invoices online through CenturyLink Control Center located at controlcenter.centurylink.com. If Customer does not choose paperless invoices through Control Center, CenturyLink may in its discretion assess a \$15 MRC for each full paper invoice provided to Customer or a \$2 MRC for each summary/remit only (where available) paper invoice provided to Customer. Those charges will not apply to an invoice that is not available through Control Center. Customer's payments to CenturyLink must be in the form of electronic funds transfer (via wire transfer or ACH), cash payments (via previously-approved CenturyLink processes only), or paper check. CenturyLink reserves the right to charge administrative fees when Customer's payment preferences deviate from CenturyLink's standard practices.

(c) CenturyLink's Information Services Schedule ("ISS"), Rates and Services Schedules ("RSS") and Tariff (which includes CenturyLink state tariffs, price lists, price schedules, administrative guidelines, catalogs, and rate and term schedules) are posted at the following links and are incorporated by this reference:

- The ISS is located at http://www.centurylink.com/tariffs/clc_info_services.pdf
- The International RSS is located at http://www.centurylink.com/tariffs/fcc_clc_ixc_rss_no_2.pdf

**FOR THE STATE OF OR
PRICING ATTACHMENT
Providence Health & Services
Customer**

Service Term: 36 Months

AQCB Contract Number:

Type of Service	USOC & MRC/line for 36 month Term	NRC
PRS Voice/Data DS1	ZPG63 \$383	\$0.00

Service Location including City and State	Circuit ID or BTN	Type of Service	Higher Facility (Yes or No)	Qty.	Total MRC per location
[REDACTED] PORTLAND, OR 97205	[REDACTED]	PRS Voice/Data DS1	No	1	\$383.00
[REDACTED] PORTLAND, OR 97213	[REDACTED]	PRS Voice/Data DS1	No	1	\$383.00
[REDACTED] ST, PORTLAND, OR 97213	[REDACTED]	PRS Voice/Data DS1	No	1	\$383.00
[REDACTED] AVE, MEDFORD, OR 97504	[REDACTED]	PRS Voice/Data DS1	No	1	\$383.00
[REDACTED] OREGON CITY, OR 97045	[REDACTED]	PRS Voice/Data DS1	No	1	\$383.00
[REDACTED] RD, PORTLAND, OR 97225	[REDACTED]	PRS Voice/Data DS1	No	1	\$383.00
[REDACTED] RD, PORTLAND, OR 97225	[REDACTED]	PRS Voice/Data DS1	No	1	\$383.00
[REDACTED] RD, PORTLAND, OR 97225	[REDACTED]	PRS Voice/Data DS1	No	1	\$383.00
[REDACTED] PORTLAND, OR 97220	[REDACTED]	PRS Voice/Data DS1	No	1	\$383.00
[REDACTED] PORTLAND, OR 97220	[REDACTED]	PRS Voice/Data DS1	No	1	\$383.00
[REDACTED] PORTLAND, OR 97213	[REDACTED]	PRS Voice/Data DS1	No	1	\$383.00

[REDACTED] SEASIDE, OR 97138	[REDACTED]	PRS DS1	Voice/Data	No	1	\$383.00
[REDACTED] RD, PORTLAND, OR 97225	[REDACTED]	PRS DS1	Voice/Data	No	1	\$383.00
[REDACTED] RD, PORTLAND, OR 97225	[REDACTED]	PRS DS1	Voice/Data	No	1	\$383.00
[REDACTED] RD, PORTLAND, OR 97225	[REDACTED]	PRS DS1	Voice/Data	No	1	\$383.00
[REDACTED] RD, PORTLAND, OR 97225	[REDACTED]	PRS DS1	Voice/Data	No	1	\$383.00
[REDACTED] RD, PORTLAND, OR 97225	[REDACTED]	PRS DS1	Voice/Data	No	1	\$383.00
[REDACTED] RD, PORTLAND, OR 97225	[REDACTED]	PRS DS1	Voice/Data	No	1	\$383.00
[REDACTED] RD, PORTLAND, OR 97225	[REDACTED]	PRS DS1	Voice/Data	No	1	\$383.00
[REDACTED] RD, PORTLAND, OR 97225	[REDACTED]	PRS DS1	Voice/Data	No	1	\$383.00
[REDACTED] RD, PORTLAND, OR 97225	[REDACTED]	PRS DS1	Voice/Data	No	1	\$383.00
[REDACTED] RD, PORTLAND, OR 97225	[REDACTED]	PRS DS1	Voice/Data	No	1	\$383.00
[REDACTED] DR, MEDFORD, OR 97504	[REDACTED]	PRS DS1	Voice/Data	No	1	\$383.00
[REDACTED] PORTLAND, OR 97213	[REDACTED]	PRS DS1	Voice/Data	No	1	\$383.00
[REDACTED] ST, PORTLAND, OR 97213	[REDACTED]	PRS DS1	Voice/Data	No	1	\$383.00
[REDACTED] PORTLAND, OR 97213	[REDACTED]	PRS DS1	Voice/Data	No	1	\$383.00
[REDACTED] PORTLAND, OR 97213	[REDACTED]	PRS DS1	Voice/Data	No	1	\$383.00
[REDACTED] PORTLAND, OR 97213	[REDACTED]	PRS DS1	Voice/Data	No	1	\$383.00

██████████ PORTLAND, OR 97213	██████████ ██████████ ██████████	PRS DS1	Voice/Data	No	1	\$383.00
██████████ PORTLAND, OR 97213	██████████ ██████████ ██████████	PRS DS1	Voice/Data	No	1	\$383.00
██████████ MILWAUKIE, OR 97222	██████████ ██████████ ██████████	PRS DS1	Voice/Data	No	1	\$383.00
██████████ ST, PORTLAND, OR 97213	██████████ ██████████ ██████████	PRS DS1	Voice/Data	No	1	\$383.00
██████████ ST, PORTLAND, OR 97213	██████████ ██████████ ██████████	PRS DS1	Voice/Data	No	1	\$383.00
██████████ RD, PORTLAND, OR 97225	██████████ ██████████ ██████████	PRS DS1	Voice/Data	No	1	\$383.00
██████████ RD, PORTLAND, OR 97225	██████████ ██████████ ██████████	PRS DS1	Voice/Data	No	1	\$383.00
██████████ ST, ASTORIA, OR 97103	██████████ ██████████ ██████████	PRS DS1	Voice/Data	No	1	\$383.00
██████████ CENTRAL POINT, OR 97502	██████████ ██████████ ██████████	PRS DS1	Voice/Data	No	1	\$383.00
██████████ CENTRAL POINT, OR 97502	██████████ ██████████ ██████████	PRS DS1	Voice/Data	No	1	\$383.00
Total MRC:						\$21,065.00
					Total Circuits:	55
					Permitted Disconnects:	8