



November 21, 2019

Advice No. C53-2019

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). 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 October 14, 2019. ISDN PRS is the only local regulated service in this contract.

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) 855-0136.

Yours very truly,

A handwritten signature in black ink that reads "Ashley Douglas".

Ashley Douglas
cc: Phil Grate, CenturyLink
Attachments

ASHLEY DOUGLAS
Senior Government Operations Analyst
Ashley.Douglas@CenturyLink
100 CenturyLink Drive
Monroe, LA 71203
voice: (318) 855-0136

ISDN PRS
CONTRACT OPPORTUNITY ID # 056311
CONTRACT SUMMARY

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

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

Effective Date: October 14, 2019

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:	8
Monthly Unit Price:	\$385.00

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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.

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ISDN PRS, DSS, OR UAS SERVICE EXHIBIT
INDIVIDUAL CASE BASIS**

1. General; Definitions. In order to qualify for the pricing in the Pricing Attachment under this individual case basis service exhibit ("Service Exhibit"), Customer must order the total circuits indicated on the Pricing Attachment for each state, for CenturyLink QC Integrated Services Digital Network Primary Rate Service ("ISDN PRS"), or Digital Switched Service ("DSS") with "Advanced" or "Basic" trunks, or Uniform Access Solution Service ("UAS") (individually and collectively referred to as the "Service"). The Minimum Circuits must be installed within 30 days of the Effective Date ("Ramp Period"), unless an installation delay is caused by CenturyLink, and must remain installed during the Term of this Agreement. The circuits may be aggregated across CenturyLink's local serving areas in Arizona, Colorado, Idaho, Iowa, Minnesota, Montana, Nebraska, New Mexico, North Dakota, Oregon, South Dakota, Utah, Washington and Wyoming. CenturyLink will provide Service under the terms of the Agreement, Tariff, and this Service Exhibit. CenturyLink may be required to submit this Service Exhibit and any subsequent addenda for the Service to certain regulatory agencies for approval because the rates and some terms in this Service Exhibit are being offered on an individual case basis ("ICB"). The service specific rates, and the terms and conditions in the Termination Section of this Service Exhibit ("ICB Terms") require filing with or approval by regulatory agencies. Although the general terms and conditions of this Service Exhibit are effective on the Effective Date, the ICB Terms will not become effective for a given jurisdiction until the filing and approval requirements for that jurisdiction are fulfilled. The Service will be offered in accordance with the applicable Tariff until the ICB Terms become effective. If Customer receives reduced pricing under this Service Exhibit and a regulatory agency later invalidates the ICB Terms after they had become effective, Customer will pay to CenturyLink any difference in the amounts listed in the applicable Tariff for the Service and the amounts Customer was charged for the Service. When approved by the regulatory agencies, Customer may add additional quantities of Services pursuant to the Service Changes Section under the same terms and conditions with no further filing required. In the event a regulatory agency does not approve this Service Exhibit, the parties will enter into good faith negotiations to mutually resolve the failure to receive the necessary approval. This Service Exhibit will remain in full force and effect for the Service in all other jurisdictions. Other than the ICB Terms in this Service Exhibit, the Service will be governed by: (i) the Tariff applicable to the Service; and (ii) to the extent a comparable Tariff term or condition does not apply to the Service, the terms and conditions set forth in this Service Agreement. Capitalized terms not defined herein are defined in the Agreement.

"Minimum Circuits" means the total circuits initially ordered for all states, as shown on each state's Pricing Attachment.

"Minimum Service Period" means 12 months from the Start of Service date.

"Pricing Attachment" means the document containing Rates, Service Term and other location-specific information, which is incorporated by reference and made a part of this Service Exhibit.

"Rates" means the MRCs and NRCs for the Service.

"Service Term" means the term length for Service on the Pricing Attachment(s), which will commence on the Start of Service date for the first Service added on the Pricing Attachment.

"Start of Service" means the effective bill date of the service order to add Service to Customer's account, as evidenced by CenturyLink records.

2. Service. Service is subject to Tech Pub 77400 located at <http://www.centurylink.com/techpub/>.

2.1 Service Description.

(a) ISDN PRS. If Customer purchases ISDN PRS, CenturyLink will provide digital intraLATA, intrastate, switched local exchange telecommunications service utilizing ISDN PRS technology that transports and distributes voice, data, image, and facsimile communications separately or simultaneously over the public, switched, local exchange network. An ISDN PRS circuit includes a DS1 facility, an ISDN PRS service configuration, and trunks. ISDN PRS operates at 1.544 megabits per second (Mbps). ISDN PRS may be configured as 23 B channels and one D channel, 24 B channels only (24B), or 23 B channels and one back-up D channel (23B+BUD). Each B channel transmits voice or data at 64 kilobits per second (Kbps). The D channel carries signaling information at 64 Kbps.

(b) ISDN PRS-UAS. If Customer purchases ISDN PRS, Customer may also select Uniform Access Solution service as an optional feature as that service is defined in the Tariff under Primary Rate Service. An ISDN PRS-UAS circuit provides digital service with single-number route indexing, which includes a DS1 facility with common equipment, and a network connection which provides for local exchange, toll network access. Each DS1 facility utilizes channels configured as: (i) in-only trunking; or (ii) two-way trunking.

(c) DSS. If Customer purchases DSS, CenturyLink will provide Customer with a circuit that includes a digital DS1 facility, common equipment to interconnect with CenturyLink's local exchange switching office and Advanced or Basic flat-usage trunks and DID trunk termination for access to the local exchange and toll networks. DSS Advanced and Basic operates at a maximum speed of 1.544 Mbps.

(d) UAS. If Customer purchases UAS, CenturyLink will provide Customer with a digital circuit with single-number route indexing, which includes a DS1 facility with common equipment, and a network connection which provides for local exchange, toll network access. Each DS1 facility utilizes channels configured as: (i) in-only trunking; or (ii) two-way trunking.

2.2 Service Provided. CenturyLink will provide and maintain the Service at the locations specified in the Pricing Attachment(s), and as requested on any subsequent order for Service or amendment to this Agreement.

2.3 Order Acceptance and Cancellation. CenturyLink and Customer will determine a mutually agreeable date for Service to be available for use. Customer's acceptance of Service will be subject to the terms in the applicable Tariff. If the order for Service is canceled (a) at Customer's request; or (b) by CenturyLink due to Customer's failure to accept Service, Customer will be subject to cancellation charges in the applicable Tariff.

**CENTURYLINK® TOTAL ADVANTAGE® AGREEMENT
ISDN PRS, DSS, OR UAS SERVICE EXHIBIT
INDIVIDUAL CASE BASIS**

2.4 Customer Responsibilities for 911 Call Routing.

(a) If customer purchases ISDN PRS or DSS Advanced under this Agreement, Customer understands and acknowledges that the PBX's main number Automatic Number Identification (ANI) may be forwarded to a Public Safety Answering Point ("PSAP") during a 911 call. DID digits assigned to a PBX station may not be used for 911 calls unless an Automatic Location Identification (ALI) record has been created for the DID number.

(b) Customer's PBX must be capable of recognizing "911" or "9911" digits as a complete dialing sequence, and routing those calls as an outbound local call.

(c) Customer hereby agrees to release CenturyLink from any liability if an incorrect telephone number is forwarded to a PSAP as a result of PBX, ISDN PRS or DSS Advanced signaling parameters set by Customer.

2.5 Service Changes.

(a) **Moves.** Customer may move the physical location of all or part of a Service to another location within a CenturyLink serving area, provided the following conditions are met: (i) Service moved to the new location is provided to Customer by CenturyLink; (ii) Customer advises CenturyLink that Service at the new location replaces the existing Service; (iii) Customer's request for disconnection of the existing Service and installation of the Service at the new location are received by CenturyLink on the same date; (iv) Customer requests that CenturyLink install the Service at the new location on or prior to the disconnection date of the existing Service; and (v) Customer agrees to pay all applicable rate and charges for the requested move and Service at the new location.

(b) **Additions to Service.** Service may be added under a Pricing Attachment up to 12 months prior to the expiration date its Service Term, at the MRCs specified therein. CenturyLink will supply such additions to Customer, subject to the following conditions: (i) the necessary facilities are available as determined by CenturyLink to provide the Service; and (ii) a new Minimum Service Period is established for each new addition to Service. If the Service being added is not itemized in the Pricing Attachment, Customer agrees to execute a written amendment evidencing such addition to Service.

(c) **Additions During Last 12 Months of Term.** Service ordered during the last 12 months of a Service Term must be added (a) pursuant to a written amendment to add Service with a new Minimum Service Period under a new Pricing Attachment; or (b) on a month-to-month basis at the rates in effect in the Tariff.

2.6 Out-of-Service Credit. If CenturyLink causes a Service interruption, an out-of-service credit will be calculated under the state local exchange Tariff. If there is no applicable Tariff and the interruption lasts for more than 24 consecutive hours after CenturyLink receives notice of it, CenturyLink will give Customer a credit calculated by dividing the MRC for the affected Service by 30 days and multiplying that daily rate by the number of days that Service was interrupted.

2.7 Use of Service. Customer represents and warrants that it will use ISDN PRS and its optional features for communication purposes only. If CenturyLink determines that ISDN PRS or any optional feature is being used inappropriately, CenturyLink may disconnect the ISDN PRS service or feature without notice in accordance with any applicable termination provision of the Tariff, and the Termination Charges specified in the Termination section below may apply.

3. Exhibit/Service Term; Termination.

3.1 Exhibit/Service Term. This Service Exhibit will begin on the Effective Date of the Agreement (or an amendment to the Agreement if Customer adds this Service Exhibit after the Effective Date of the Agreement) and will continue until the expiration or cancellation of the last to expire (or cancel) Service ("Exhibit Term"). The Service Term for each Service will be indicated on a Pricing Attachment. Each Service ordered will have its own Minimum Service Period. Any Service installed for 12 consecutive months prior to being added under a Pricing Attachment will be deemed to have met the Minimum Service Period. At the conclusion of the Service Term, the MRC will revert to the month-to-month rate in the Tariff, unless Service is renewed for a new Service Term on a Pricing Attachment or new agreement.

3.2 Termination.

(a) Either party may terminate Service under this Service Exhibit in accordance with the applicable Tariff or for Cause. Customer may disconnect the number of "Permitted Disconnects" indicated on the Pricing Attachment, if any, without incurring a Termination Charge; provided that such Service has satisfied the requirements of the Minimum Service Period before any termination may be effective. If, prior to the conclusion of the Service Term, Service is terminated in excess of the Permitted Disconnects, either by CenturyLink for Cause or by Customer for any reason other than Cause, then Customer will also be liable for 100% of the MRC for terminated Service in excess of the Permitted Disconnects times the number of months (or fraction thereof) remaining (if any) in the Minimum Service Period, and 50% of the MRC times the number of months (or fraction thereof) remaining in the Service Term after the Minimum Service Period ("Termination Charge"). If no Permitted Disconnects are indicated on the Pricing Attachment, Customer will pay the Termination Charge for each circuit terminated, either by CenturyLink for Cause or by Customer for any reason other than Cause, prior to the Service Term.

(b) A Termination Charge will be waived when all of the following conditions are met: (i) Customer discontinues Service and signs a new service agreement(s) for any other CenturyLink provided service(s); (ii) the new service agreement(s) have a total value equal to or greater than 115% of the remaining prorated value of the existing agreement(s) (excluding any special construction charges, applicable nonrecurring charges, or previously billed but unpaid recurring and nonrecurring charges); (iii) Customer places the orders to discontinue the Service and establish new service at the same time (within 30 calendar days of each other if service is in New Mexico); (iv) the new service(s) installation must be completed within 30 calendar days of disconnection of the Service, unless such installation delay is caused by CenturyLink; and (v) a new minimum service period, if applicable, goes into effect when the new service agreement term begins. The waiver does not apply to changes between regulated and unregulated or enhanced products and services.

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ISDN PRS, DSS, OR UAS SERVICE EXHIBIT
INDIVIDUAL CASE BASIS**

4. Charges.

4.1 Charges for the Service are as set forth in the Pricing Attachment. Customer will pay the total MRC and NRC for the Service specified in the Pricing Attachment. For Service requested on any subsequent orders or amendments to this Agreement, Customer will also pay the total MRC and NRC specified on the subsequent orders or amendments. The MRC for the Service is based on the then current Service Term set forth in the Pricing Attachment and will not change during the Service Term provided that the Minimum Circuits are installed by the end of the Ramp Period and the total circuits do not drop below the Minimum Circuits threshold. If due to Customer's request, actions or failure to act, the Minimum Circuits are not installed by the end of the Ramp Period or drop below the Minimum Circuits threshold, CenturyLink may adjust the pricing and Permitted Disconnects defined herein based on the actual number of circuits installed. Such adjusted pricing will be effective immediately following the rate adjustment. The MRCs will be used to calculate Contributory Charges. Customer will not be eligible for any discounts or promotions other than those specifically set forth herein. Such promotions will not be effective unless the applicable promotion term sheet is appended to this Service Exhibit.

4.2 If the MRCs herein are based upon Customer's intent to transition DS1 facilities to contracted DS3 or higher facilities ("Higher Facility") when available as indicated in a Pricing Attachment, Customer will have ten business days from the date the contracted Higher Facility is installed to migrate the Service contained herein to the contracted Higher Facility. In the event Customer's Service is not migrated, a pricing adjustment will be made to all DS1 facilities in service. The adjustment will be retroactive to the original installation date, as evidenced by CenturyLink records, and will be the difference between the rates provided herein based on the facilities riding a Higher Facility and the applicable rates for facilities not riding a Higher Facility.

4.3 If Service is not available in Customer's wire center, standard interoffice private line mileage charges ("Mileage MRC" and "Mileage NRC") for transport between switches will apply in addition to the rates and charges for the Service.

QWEST CORPORATION D/B/A CENTURYLINK QC

Trent Scoggins
Trent Scoggins (S) [P. 2-4, 2019]

Authorized Signature

Trent Scoggins

Name Typed or Printed

Manager - Offer Management

Title

09/24/2019

Date

[Redacted Signature]

Authorized Signature

[Redacted Name]

Name Typed or Printed

[Redacted Title]

Title

10-14-2019

Date

Customer's Address for Notice: [Redacted]

Portland, OR 97204

Customer's facsimile number (if applicable): [Redacted]

Person designated for notices:

**ATTENTION:
FINAL EXECUTED AGREEMENT, THIS SERVICE EXHIBIT AND THE PRICING ATTACHMENT MUST BE FORWARDED TO THE
APPROPRIATE STATE REGULATORY FILING MANAGER.**

**CENTURYLINK® TOTAL ADVANTAGE® AGREEMENT
 ISDN PRS, DSS, OR UAS SERVICE EXHIBIT
 INDIVIDUAL CASE BASIS
 PRICING ATTACHMENT
 FOR THE STATE OF OREGON**

[Redacted]
 Customer

Service Term: 12 Months

AQCB Contract Number:

Type of Service	USOC & MRC/line for 12 month Term	NRC
PRS Voice/Data DS1	ZPG61 \$385	\$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 97204	[Redacted]	PRS Voice/Data DS1	No	1	\$385.00
[Redacted] PORTLAND, OR 97204	[Redacted]	PRS Voice/Data DS1	No	1	\$385.00
[Redacted] PORTLAND, OR 97204	[Redacted]	PRS Voice/Data DS1	No	1	\$385.00
[Redacted] PORTLAND, OR 97204	[Redacted]	PRS Voice/Data DS1	No	1	\$385.00
[Redacted] PORTLAND, OR 97204	[Redacted]	PRS Voice/Data DS1	No	1	\$385.00
[Redacted] PORTLAND, OR 97204	[Redacted]	PRS Voice/Data DS1	No	1	\$385.00
[Redacted] PORTLAND, OR 97204	[Redacted]	PRS Voice/Data DS1	No	1	\$385.00
[Redacted] PORTLAND, OR 97204	[Redacted]	PRS Voice/Data DS1	No	1	\$385.00
Total MRC:					\$3,080.00
Total Circuits:				8	