



May 12, 2016

Advice No. C40-2016

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 December 17, 2015.

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.

C40-2016 is a continuation of the provision of services provided under an active contract, the renewal (or extension) contract is being filed as a new contract pursuant to ORS 759.250 because it would exceed the statutory 5-year limitation. A financial/cost analysis is provided as a part of the filing.

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 L. Rivers".

Michelle "Chelle" L. Rivers

Cc: Phil Grate, CenturyLink

Attachments

100 CenturyLink Drive, Monroe, LA 71202

Tel: 318-360-2812

Fax: 318-812-0244

Email: michelle.l.rivers@centurylink.com

Location: 4TS185

**ISDN PRS**  
CONTRACT OPPORTUNITY # NSP 178098  
CONTRACT SUMMARY

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

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

**Effective Date:** December 17, 2015.

**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:**

<b>Service:</b>	<b>ISDN Primary Rate</b>
Number of Arrangements:	1
Monthly Unit Price:	\$645.00

**ISDN PRS**  
CONTRACT NSP #178098  
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**  
CONTRACT NSP #178098  
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 TO  
GENERAL SERVICES AGREEMENT**

**THIS AMENDMENT NO. SIXTY-TWO** (this "62nd Amendment") by and between **CenturyLink Sales Solutions, Inc.**, as contracting agent on behalf of the applicable CenturyLink company providing the Services under this Agreement ("CenturyLink") and [REDACTED] ("Customer"), amends the General Services 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 reserves the right to withdraw this offer if Customer does not execute and deliver the Amendment to CenturyLink before **January 22, 2016**. Electronic signatures on this Amendment will be accepted only in the form and manner prescribed by CenturyLink.

Amd #	I-link	Req Number	Amd #	I-link	Req Number	Amd #	I-link	Req Number	Amd #	I-link	Req Number
MSA	269912	Q96376	Amd 18	362924	Q681270	Amd 36	847337	N75856	AMD 53	910549	N116719
Amd 1	270645	Q102591	Amd 19	362549	N12752	Amd 37	847378	N75857	AMD 54	959989	N134453
Amd 2	274306	Q102606	Amd 20	364618	N19454	Amd 38	847533	N75858	AMD 55	962997	N143782
Amd 3	298097	Q234203	Amd 21	373864	N27766	Amd 39	848266	N76637	AMD 56	970736	N162330
Amd 4	305733	Q303199	Amd 22	386414	N33902	Amd 40	859712	N83618	AMD 57	977930	N167112
Amd 5	307241	Q392800	Amd 23	397598	N39887	Amd 41	859204	N84934	AMD 58	TBD	N167114
Amd 6	317346	Q466102	Amd 24	396603	N40772	Amd 42	861520	N87492	AMD 59	984480	N168650
Amd 7	317947	Q466051	Amd 25	369722	N43299	Amd 43	869327	N90779	AMD 60	979731	N172056
Amd 8	321006	Q499755	Amd 26	415454	N59126	Amd 44	872955	N89133	AMD 61	989620	N175529
Amd 9	321402	Q373256	Amd 27	406165	N50126	Amd 45	873165	N89131	AMD62	TBD	N178098
Amd 10	322719	Q522754	Amd 28	406665	N47062	Amd 46	880795	N96273			
Amd 11	327082	Q531257	Amd 29	419910	N65671	AMD 47	880955	N102217			
Amd 12	328599	Q514356	Amd 30	419512	N65411	AMD 48	885203	N104957			
Amd 13	339425	Q582855	Amd 31	422043	N65385	AMD 49	886561	N106820			
Amd 14	342744	Q640810	Amd 32	422042	N66615	AMD 50	886252	N107494			
Amd 15	344400	Q652118	Amd 33	N/A	N65609	AMD 51	906595	N110412			
Amd 16	357609	N10175	Amd 34	846681	N73025	AMD 52	N/A	N114919			
Amd 17	368034	N11637	Amd 35	846925	N75245	AMD 53	910549	N116719			

**CUSTOMER:**  
DocuSigned by:  
[REDACTED]  
Authorized Signature  
[REDACTED]  
Title [REDACTED]  
Date 12/17/2015

**CENTURYLINK COMMUNICATIONS , LLC**  
DocuSigned by:  
*S. Brinkmann*  
Authorized Signature  
Name: S. Brinkmann  
Director of Offer Management  
Title  
Date: 12/14/2015

CenturyLink and Customer wish to amend the Agreement as follows:

**1. Addition.** The following circuits and pricing described in the tables below are added to the existing Schedule G - QC ISDN PRS, and/or DSS Advance, and/or UAS Individual Case Bases Service Exhibit Pricing Attachment.

Type of Service	USOC & MRC/line for 12 month Term	NRC
PRS Voice/Data DS1	ZPG61 \$775	\$0.00
PRS Voice/Data DS3	ZPG71 \$775	\$0.00
PRS Voice/Data DS1 RCO	ZPGW1 \$825	\$0.00
PRS for VoIP DS1 or DS3	ZPGTX \$775	\$0.00
PRS UAS DS1	ZPG81 \$725	\$0.00

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PRS UAS DS3	ZPG91 \$725	\$0.00
PRS Voice/Data DS1	ZPGY1 \$675	\$0.00
PRS Voice/Data DS3	ZPHA1 \$650	\$0.00
PRS Voice/Data DS1 RCO	ZPGX1 \$725	\$0.00
PRS for VoIP DS1	ZPHD1 \$675	\$0.00
PRS for VoIP DS3	ZPHE1 \$650	\$0.00
PRS UAS DS1	ZPHB1 \$675	\$0.00
PRS UAS DS3	ZPHC1 \$650	\$0.00
PRS Voice/Data DS1	ZPGU1 \$725	\$0.00
PRS Voice/Data DS3	ZPHF1 \$725	\$0.00
PRS Voice/Data DS1 RCO	ZPGZ1 \$775	\$0.00
PRS for VoIP DS1	ZPHJ1 \$725	\$0.00
PRS for VoIP DS3	ZPHK1 \$725	\$0.00
PRS UAS DS1	ZPHG1 \$725	\$0.00
PRS UAS DS3	ZPHH1 \$725	\$0.00

**Contract Number:** >>ENTER STATE SPECIFIC AQCB CONTRACT NUMBER<<

Service Location including City and State	Type of Service	Qty.	Total MRC per location	State
██████████ PORTLAND, OR 97204	PRS Voice/Data	1	\$645.00	OR

**2. Billing Information.** Any new pricing applicable to Customer's existing Services, if any, will become effective at CenturyLink earliest opportunity, but in no event later than the second full billing cycle following the Amendment Effective Date ("Billing Change Date"). The new pricing in this Amendment is ONLY for the specific locations mentioned in this Amendment

**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 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.