

April 17, 2014

Advice No. CTL-2014-03

The Honorable Susan Ackerman, Stephen Bloom and John Savage, Commissioners
Oregon Public Utility Commission
P. O. Box 2148
Salem, Oregon 97308-2148

Attention: Kathy Williams

Dear Commissioners Ackerman, Bloom and Savage:

Pursuant to ORS 759.250, CenturyTel of Oregon, Inc. d/b/a CenturyLink is filing notification of a Special Contract for ISDN Primary Rate Interface (PRI) Service which is a competitive service. This agreement was signed January 20, 2014 and 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 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.

If you have questions or need additional information regarding this filing, please contact me at (303) 992-5834.

Sincerely,



Attachments

Barbara H. Kleiner
Tariff Analyst III
Barbara.Kleiner@CenturyLink.com
Voice: (303) 992-5834

CENTURYTEL OF OREGON, INC.
d/b/a CENTURYLINK
CONTRACT NO. 140301167832
CONTRACT SUMMARY

Effective Date: March 31, 2014

Term Of Contract: 36 Months

Service Location: Lebanon, OR

Service Offered: Integrated Services Digital Network – Primary Rate Interface (ISDN-PRI)

Monthly Recurring Charge: \$623.51

Service Description:

The ISDN-PRI Service included in this contract will provide the customer a DS1 level access link to the telecommunications network including the functionality of integrating multiple voice and data transmission channels on the same line.

Contract Provisions:

The contract provides ISDN-PRI service to a customer in the Lebanon, Oregon exchange for a 36 month term.

Cost Support:

The accompanying confidential cost support documents provide the basis for the rates in the contract as well as demonstrating that the rates cover the cost of providing the service.

CENTURYTEL OF OREGON, INC.
d/b/a CENTURYLINK
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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.

Response:

The Company is offering the service via contract due to the competitive nature of the requested service in this market area in Oregon.

- b. Provide the number of similarly situated customers who should receive the same terms and conditions.

Response:

Similarly situated customers in this market area within the CenturyTel of Oregon, Inc. service area would receive the same terms and conditions if they purchased the same service in the same quantity for the same term.

- 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.

Response:

Not applicable as all similarly situated customers should receive the same terms and conditions if purchasing the same service in the same quantity for the same term.

CENTURYTEL OF OREGON, INC.
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- d. Summarize termination clause in the contract that protects CenturyLink if the customer stops the service early and CenturyLink does not recover initial costs.

Response:

Termination Liability is found on the Services List, Page 2 of 2, Section 4.

- e. Was there a Request for Proposal (RFP)?

Response:

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?

Response:

Yes. Although CenturyLink does not have specific information about the service offering of competitors, it generally believes that CLECs and other alternative providers offer services equivalent to CenturyLink's ISDN-PRI service to customers within the service area of CenturyTel of Oregon, Inc.

Contract No. 140301167832

Products and Services Agreement

This Products and Services Agreement ("Agreement") between **CENTURYLINK SALES SOLUTIONS, INC.**, as contracting agent on behalf of the applicable affiliated entities providing the Products and Services ("CenturyLink") and [REDACTED] ("Customer") sets forth the terms and conditions for CenturyLink's provision of those Products and Services to Customer. Electronic signatures on this Agreement will be accepted only in the form and manner prescribed by CenturyLink.

- SERVICES.** CenturyLink will sell to Customer the Services listed on the Services List, attached and incorporated by this reference. This Agreement is effective on the date all parties have signed below ("Effective Date") and continues for the longest Order Term listed on the Services List.
- PURCHASE ORDERS.** This Agreement controls over any Customer-issued purchase order, and any terms or conditions contained in a Customer-issued purchase order or other Customer ordering document will have no force or effect.
- UNIFORM RESOURCE LOCATORS (URLS).** References to URLs in this Agreement include any successor URLs designated by CenturyLink.
- ENTITY.** For an interim period until all work is completed to update systems and platforms related to the combination of EMBARQ and CenturyTel, and the acquisition of Qwest, the names EMBARQ and CenturyTel may be used in association with the products and services provided by CenturyLink in this Agreement and Qwest products and services will be sold under a separate agreement.

AGREED:

CENTURYLINK SALES SOLUTIONS, INC.

DocuSigned by:
Brian Adamson
 94E32DE6BFD5490

By: _____
 Printed: _____
 Title: _____
 Date: 3/31/2014

Address for Notices: Sales Administration
 665 Lexington Avenue
 Mailstop: OHMANB0107
 Mansfield, OH 44907

And if related to a dispute to:
 CenturyLink – Attn: Sr. Assistant
 General Counsel, Commercial Law
 5454 W. 110th Street
 Overland Park, KS 66211

[REDACTED]

By: _____
 Printed: _____
 Title: _____
 Date: 3/31/2014

Customer Address: [REDACTED]

Address for Notices (if different from above):

Sales Rep: Susan Howe
 Sales Rep Phone: 541-484-8169

SERVICES LIST

1. **SERVICES.** CenturyLink will provide to Customer those Services identified in the CenturyLink Price Quotes, attached and incorporated by this reference (each, a "Price Quote"). The name of the local operating company providing Services to Customer is listed on each Price Quote. Services are purchased on either a month-to-month basis or for a specific term for the particular Service ordered (each, an "Order Term"), as listed in each Price Quote. Each Order Term begins on the later of the first day of the first billing month after the Effective Date or the date that CenturyLink installs and makes that Service available to Customer. If Customer continues to receive a Service after expiration of the Service's applicable Order Term, CenturyLink will provide that Service on a month-to-month basis at its then-current list pricing and then-current terms and conditions, unless the parties otherwise agree in writing. CenturyLink will make the Services available only after its compliance with any state-specific regulatory filing requirements.

CenturyLink Price Quote Number(s): 14-011663

2. **PRICING.**
 - 2.1 **Monthly Recurring Charges ("MRC") or Monthly Recurring Rates ("MRRs").** CenturyLink will charge Customer the MRCs or MRRs for the Services described in each Price Quote. For purposes of this Agreement, MRCs and MRRs have the same meaning and may be used interchangeably.
 - 2.2 **Non-recurring Charges ("NRC") or Non-recurring Rates ("NRRs").** CenturyLink will charge Customer NRCs or NRRs related to the Services described in each Price Quote. For purposes of this Agreement, NRCs and NRRs have the same meaning and may be used interchangeably.
 - 2.3 **Additional Charges.** Rates do not include applicable local, state, or federal taxes, fees, or surcharges that CenturyLink may bill Customer.
 - 2.4 **Additional Payment Requirements.** If Customer is not able to establish a satisfactory credit rating with CenturyLink, CenturyLink, in its sole discretion, may require Customer to submit a deposit or make an advance payment in connection with obtaining or maintaining the Services.*
3. **TERMS AND CONDITIONS.** CenturyLink provides Services under the applicable terms and conditions listed and incorporated by reference on each Price Quote. Except for Services provided under Tariffs, in the event of any inconsistencies or conflicts between this Agreement and the applicable terms and conditions, this Agreement will take precedence.
4. **TERMINATION.** If Customer gives notice of cancellation or termination, disconnects any portion of a Service or otherwise breaches this Agreement resulting in the termination of a Service prior to the end of the applicable Order Term, termination liability will apply as calculated and set forth in the applicable terms and conditions listed and incorporated by reference on each Price Quote. If no termination liability is specified for Services in these terms and conditions, Customer will be liable for 50% of the monthly payments that would otherwise remain in the applicable Order Term.
5. **RELATED PRODUCT PURCHASES.** Customer may purchase Products related to the Services at the CenturyLink then-current list pricing and subject to the then-current Standard Terms and Conditions for Communications Services, the Equipment Sales Product Annex, and other applicable annexes based on Customer's selection of Products, all as posted to http://about.centurylink.com/legal/rates_conditions.html.

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Proposal For CenturyLink ISDN - PRI Services

Proposal Date: 3/20/2014

Expire Quote Date: 5/19/2014

Customer Copy - Quote #: 14-011663



CenturyLink™

Customer Contact Information:

Company Name: ██████████
Billing Address: ██████████
Billing City, State, Zip: ██████████
BAN ID: New BAN ID
Customer Contact Name: ██████████
Customer Contact Phone: ██████████
Customer Contact E-mail: ██████████

Customer Service Location:

Primary Location Name: ██████████
Address: ██████████
Site City, State, Zip: ██████████
NPA-NXX: 541-451
On-Site Contact Name: ██████████
Work TN: ██████████

Telco Central Office Information:

Telco: CENTURYTEL OF OREGON, INC. DBA CENTURYLINK
Serving Central Office CLLI: LBNNORXBBB1
Serving Central Office Address: 60 W MAIN
Serving Central Office City, State, Zip: LEBANON OR 97355

CenturyLink Contact Information:

Sales Person: Susan Howe []
Email: susan.howe@centurylink.com
Sales Contact Number:
Dealer Code:

Teaming Sales Person: Kathy Gay []
Email: Kathy.Gay@CenturyLink.com
Teaming Sales Contact Number: 541-259-7740

Engineer: N/A
Email: N/A
Engineer Contact Number: N/A

Service Description:

Type of Service: CenturyLink ISDN - PRI Services (Qty: 1)
Term Agreement: 36 month

Charge Detail:

Qty	Price Plan	Feature Code	Feature Code Description	MRR	NRR
1	PP3Z5P01	0018	Service Order Charge		\$45.50
1	PP3Z5P01	0238	Premises Visit Charge	\$0.00	
1	PP3Z5P01	PRI3Y	ISDN PRI	\$600.00	
1	PP3Z5P01	0266	PRI Install Charge		\$250.00
1	PP3Z5P01	340K	ISDN Port	\$23.51	
1	PP3Z5P01	Y106	National ISDN-2 Protocol	\$0.00	

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Proposal Date: 3/20/2014

Expire Quote Date: 5/19/2014

Customer Copy - Quote #: 14-011663



CenturyLink™

5PP3Z5P01	1204V	DID Numbers - Block of 20 (N/C)	\$0.00	
		TOTAL	\$623.51	\$295.50

Additional Terms and Conditions:

- At http://about.centurylink.com/legal/rates_conditions.html, the following information will direct you to the applicable terms and conditions for the Services:

Entity: CENTURYTEL OF OREGON, INC. DBA CENTURYLINK
Service: CenturyLink ISDN - PRI Services

- The prices quoted apply only to the sites included in the Quote and will not apply if Customer adds, changes, or moves site locations. Rates, charges, and discounts for Service elements not identified appear in the applicable terms and conditions identified above. Prices do not include taxes or applicable surcharges that CenturyLink may bill Customer. Unless this Quote is incorporated into a signed agreement, it is non-binding. Except for charges described in this Quote, the applicable CenturyLink terms and conditions identified above will control over any inconsistencies or conflicts between the Quote and the terms and conditions.