



www.CenturyLink.com  
1801 California, 10<sup>th</sup> Floor  
Denver, CO 80202

August 21, 2014

Advice No. C40-2014

The Honorable Susan Ackerman, Stephen Bloom and John Savage, Commissioners  
Oregon Public Utility Commission  
3930 Fairview Industrial Dr. SE  
Salem, Oregon 97302-1166

Attention: Joan Grindeland

Dear Commissioners:

Pursuant to ORS 759.250, Qwest Corporation, d/b/a CenturyLink QC is filing notification of a Multi-State Special Contract for ISDN PRI. This agreement was originally signed October 10, 2013, and ISDN PRI was purchased in Oregon effective June 26, 2014. CenturyLink is providing a copy of the original and the amended contract.

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 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 (303) 992-5834.

Sincerely,

Attachment

**BARBARA H. KLEINER**  
Tariff Analyst III  
Barbara.Kleiner@CenturyLink.com  
1801 California, 10<sup>th</sup> Floor  
Denver, CO 80202  
Voice: (303) 992-5834

**ISDN PRI**  
CONTRACT NO. NSP-84341/65031  
CONTRACT SUMMARY

**Service Description:**

**ISDN PRIMARY RATE SERVICE (PRS)**

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.

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

**Effective Date:** June 26, 2014

**Description of Offer:**

Provides a term and volume discount in Oregon for the business service noted above.

**Unit Price:**

<b>Service:</b>	<b>ISDN Primary Rate</b>
Number of Arrangements:	1
Monthly Unit Price:	\$300.00

**DSS/ISDN PRI**  
CONTRACT NO. NSP-84341/65031  
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 language is included in Section 7, of the ISDN PRI ICB Rate Plan Agreement in the contract.

**ISDN PRI**  
CONTRACT NO. NSP-84341/65031  
CONTRACT SUMMARY

e. Was there a Request for Proposal? Please describe.

Answer:

No. There was no Request for Proposal.

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.

**CENTURYLINK ISDN PRS, DSS OR UAS  
INDIVIDUAL CASE BASIS ("ICB") RATE PLAN AGREEMENT**

This ICB Agreement ("Agreement") is between Qwest Corporation d/b/a CenturyLink QC ("CenturyLink") and [REDACTED] ("Customer") and is effective on the date CenturyLink signs it ("Effective Date"). In order to qualify for the pricing under this Agreement, Customer must purchase a minimum of 5 DS1 facilities ("Minimum Circuits") for 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.

**Filing Concurrence**

CenturyLink may be required to submit this Agreement and any subsequent addenda for Service to certain regulatory agencies for approval because the rates and some terms in this Agreement are being offered on an individual case basis ("ICB"). Service specific rates, and the terms and conditions in the Termination Section of this Agreement require filing with or approval by regulatory agencies ("ICB Terms"). Although the general terms and conditions of this Agreement 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. Service will be offered in accordance with the applicable Tariff until the ICB Terms become effective. If Customer receives reduced pricing under this Agreement 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 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.

**Tariff**

Other than the ICB Terms in this Agreement, Service will be governed by: (a) the Tariff applicable to Service; and (b) to the extent a comparable Tariff term or condition does not apply to Service, the terms and conditions set forth in this Agreement. "Tariff" includes as applicable: CenturyLink state tariffs, price lists, price schedules, administrative guidelines, catalogs, and rate and term schedules incorporated by this reference and posted at <http://www.centurylink.com/tariffs>. Service is subject to technical publication 77400 located at <http://qwest.centurylink.com/techpub/> ("Tech Pub").

**1. Scope.**

**1.1 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.

**1.2 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: (a) In-only trunking; or (b) Two-way trunking.

**1.3 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.

**1.4 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: (a) In-only trunking; or (b) Two-way trunking.

**1.5 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.

**2. Term.**

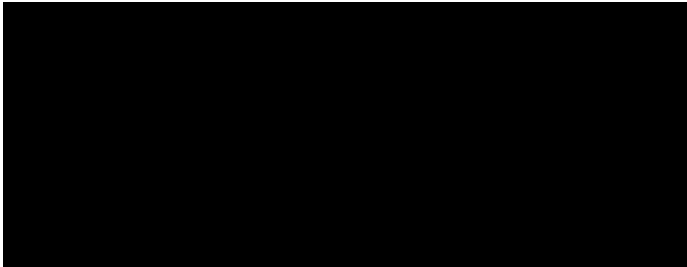
**2.1** This Agreement will expire 36 months from the date Service is available to Customer under this Agreement, as evidenced by CenturyLink records ("Term"). The Minimum Service Period for Service is 12 months from the date Service is available for use ("Minimum Service Period"). Any Service installed for 12 consecutive months prior to the Effective Date of this Agreement will be deemed to have met the Minimum Service Period.











DocuSigned by:  
*Kevin Eros*  
66E9658B9EBB466...

Kevin Eros

Director of Offer Management

10/10/2013



**AMENDMENT TO  
THE CENTURYLINK ISDN PRS, DSS, OR UAS  
INDIVIDUAL CASE BASIS ("ICB") RATE PLAN AGREEMENT**

THIS AMENDMENT ("Amendment") by and between **Qwest Corporation d/b/a CenturyLink QC** ("CenturyLink") and [REDACTED] ("Customer") hereby amends the CenturyLink ISDN PRS, DSS Advanced, or UAS ICB Agreement or Supplement retained under Content ID 421504 between Customer and CenturyLink, as may have been previously amended (the "Agreement"). Except as set forth in this Amendment, capitalized terms will have the definitions assigned to them in the Agreement.

1. **Modifications.** CenturyLink and Customer wish to amend the Agreement as shown below. Customer will pay for all charges associated with such modification. CenturyLink's records will document the actual date of installation. Service may be added up to 12 months prior to the expiration of the Agreement.

Type of Service	USOC & MRC/line for 24 month Term	NRC
Standard		
PRS Voice/Data DS1	ZPG62 \$725	\$0.00
Rate Group 1		
PRS Voice/Data DS1	ZPGY2 \$560	\$0.00

**AMENDMENT TO  
THE CENTURYLINK ISDN PRS, DSS, OR UAS  
INDIVIDUAL CASE BASIS ("ICB") RATE PLAN AGREEMENT**

**PRICING ATTACHMENT  
FOR THE STATE OF Oregon**

[Redacted]  
Customer

AQCB Contract Number:

Type of Service	USOC & MRC/line for 24 month Term	NRC
	Standard	
PRS Voice/Data DS1	ZPG62 \$725	\$0.00

Service Location including City and State	Circuit ID or BTN	Type of Service	Qty.	MRC per location
[Redacted]		PRS Voice/Data DS1	1	\$300
			<b>Total MRC:</b>	<b>\$300</b>

\*\*NRCs will not apply to renewals of existing Service installed as of the Effective Date. NRCs will only apply to new Service locations which may include moves of existing service.

AMENDMENT TO  
THE CENTURYLINK ISDN PRS, DSS, OR UAS  
INDIVIDUAL CASE BASIS ("ICB") RATE PLAN AGREEMENT

FOR THE STATE OF South Dakota

[Redacted]

Customer

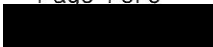
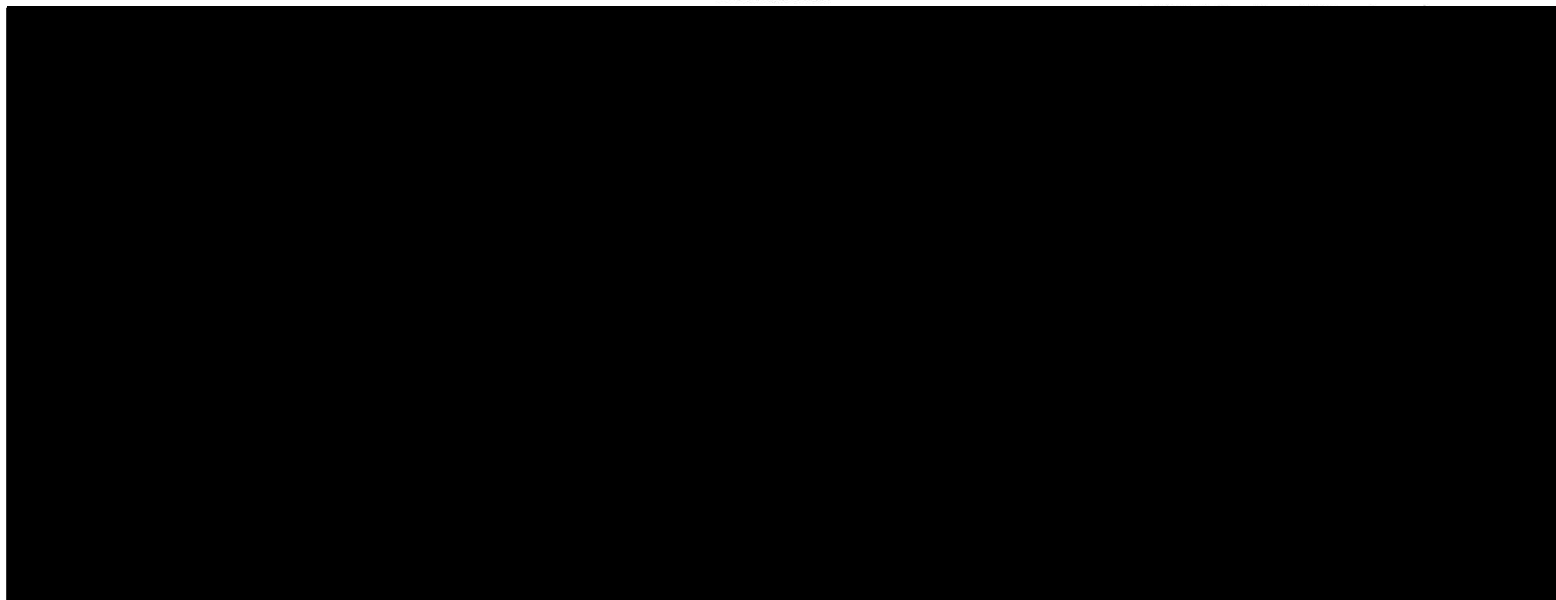
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[Redacted]

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FOR THE STATE OF IA

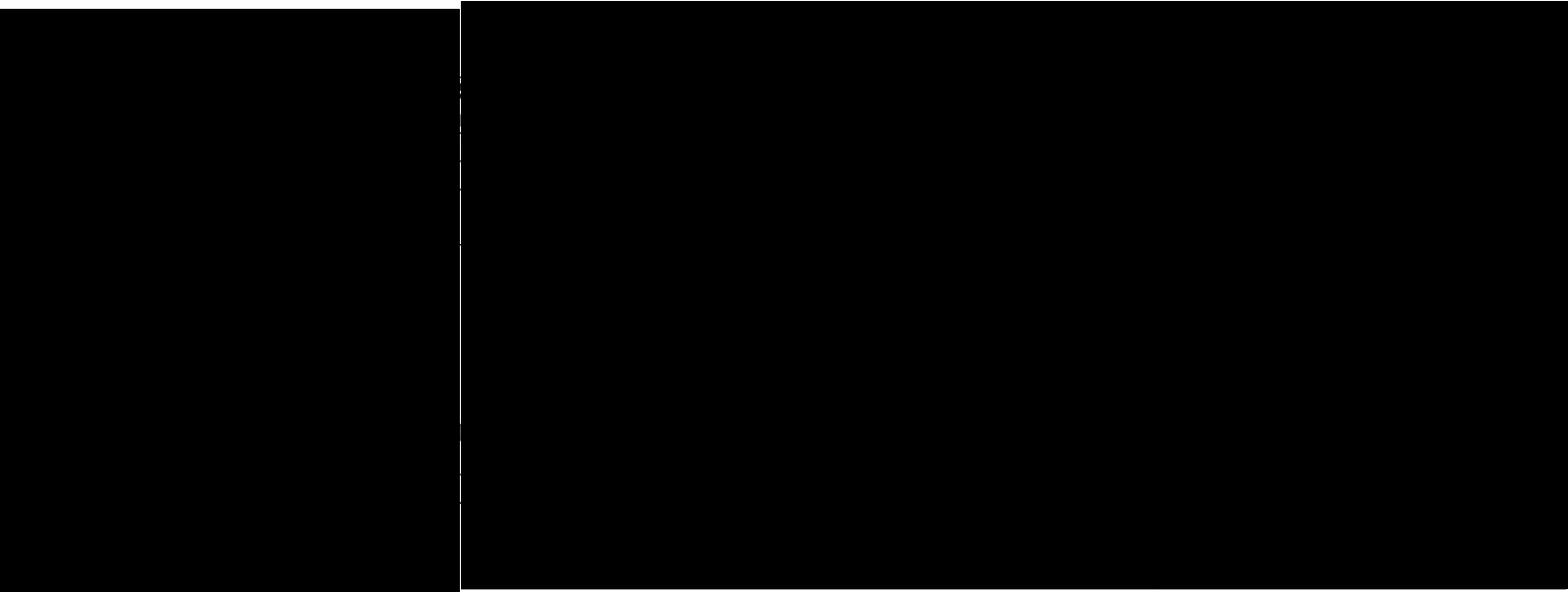
[REDACTED]  
Customer



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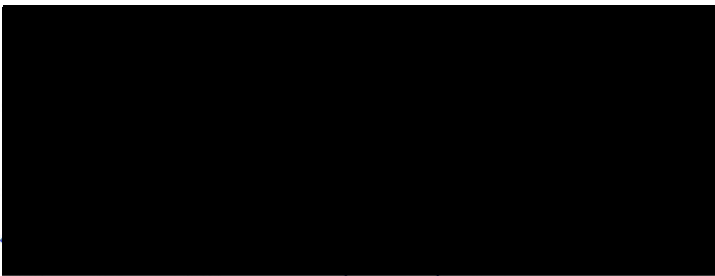
FOR THE STATE OF CO

  
Customer



2. **Miscellaneous.** This Amendment will be effective as of the date it is executed by CenturyLink after the Customer's execution (the "Amendment Effective Date") and be deemed incorporated by reference into 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 herein, and in the event there are any inconsistencies between the two documents, the terms of this Amendment will control.

The undersigned parties have read and agree to the terms and conditions set forth in this Amendment. Electronic signatures on this Amendment will be accepted only in the form and manner prescribed by CenturyLink.



Title  
Date 6/24/14

CenturyLink Corporation d/b/a CenturyLink QC

Kevin Eros  
Authorized Signature  
Kevin Eros

Name Typed or Printed  
Director of Offer Management

Title  
Date 6/26/2014