



August 29, 2014

Advice No. C47-2014

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 signed July 11, 2014.

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
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Voice: (303) 992-5834

ISDN PRI
CONTRACT NO. 861678
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: July 11, 2014

Description of Offer:

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

Unit Price:

Service:	ISDN Primary Rate
Number of Arrangements:	1
Monthly Unit Price:	\$555.00

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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 language is included in Section 7, of the ISDN PRI ICB Rate Plan Agreement in the contract.

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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® TOTAL ADVANTAGE® AGREEMENT – Monthly Assessment

THIS AMENDMENT (this “Amendment”) by and between **CenturyLink Communications, LLC f/k/a Qwest Communications Company, LLC** (“CenturyLink”) and [REDACTED] (“Customer”), hereby amends the CenturyLink Total Advantage Agreement, or Qwest Total Advantage Agreement, as applicable, Content ID: 660669, 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 reserves the right to withdraw this offer if Customer does not execute and deliver the Amendment to CenturyLink before **August 4, 2014**. Using CenturyLink’s electronic signature process for the Amendment is acceptable.

[REDACTED]

CENTURYLINK COMMUNICATIONS, LLC

DocuSigned by:
Jason Everton
959CE1C74FB24A2...

Authorized Signature

Jason Everton
Name Typed or Printed

Sales Manager
Title

7/11/2014
Date

Date

CenturyLink and Customer wish to amend the Agreement as follows:

1. Term and Revenue Commitment. Customer indicates whether it is increasing the length of its existing Term and/or increasing the amount of its existing Revenue Commitment as set forth in the Agreement. Customer understands and agrees that it may not decrease the length of its existing Term or reduce the amount of its existing Revenue Commitment. Any references to “Initial Revenue Commitment Term” or “Revenue Commitment Term” in the Agreement are replaced with “Initial Term” or “Term.”

Any new Revenue Commitment or new CenturyLink Total Advantage rates applicable to Customer’s existing Services will become effective at CenturyLink’s earliest opportunity, but in no event later than the second full billing cycle following the Amendment Effective Date.

2. New Services are being added. Customer requests through this Amendment to add new Services and corresponding contract documents to the Agreement. The parties agree that with respect to new Services being added to the Agreement, any reference to a “QTA Discount” in the underlying Agreement will be disregarded. Any term and volume discounts that apply to a particular Service will be identified in the applicable Service Exhibit or any associated offer attachments. The attached contract documents associated with the addition of Services may include, but is not limited to the following: Service Exhibits, pricing attachments, and offer attachments, which will be added to, and constitute a part of, the Agreement and the existing Services. The definition of Services in the Agreement will include the Services in the contract documents attached to this Amendment. Customer requests the following new Services:

- Domestic Voice Service Exhibit
- Local Access Service Exhibit
- CenturyLink QC ISDN PRS, and/or DSS Advanced, and/or UAS Bulk Rated Service Exhibit
- CenturyLink QC Purchase Plus Reward™

3. Modifications. To the extent that the following provisions are not already in the Agreement or in a previous amendment, they are added through this Amendment. 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.

**CENTURYLINK TOTAL ADVANTAGE™ AGREEMENT
ISDN PRS BULK RATED SERVICE EXHIBIT**

1. General; Definitions. Customer hereby orders CenturyLink QC Bulk Rated Integrated Services Digital Network Primary Rate Service ("ISDN PRS" or "Service") under this service exhibit ("Service Exhibit"). CenturyLink will provide Service under the terms of the Agreement, Tariff, and this Service Exhibit. Capitalized terms not defined herein are defined in the Agreement.

"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.

2.1 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 the channels configured as: (i) in-only trunking; or (ii) two-way trunking.

2.2 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.

2.3 Service Provided.

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

(b) CenturyLink will notify Customer of the date Service is available for use. In the event Customer informs CenturyLink that it is unable or unwilling to accept Service at such time, the subject Service will be held available for Customer for a period not to exceed 30 business days from such date ("Grace Period"). If after the Grace Period, Customer still has not accepted Service, CenturyLink may either: (i) commence with regular monthly billing for the subject Service; or (ii) cancel the subject Service. If Customer cancels an order for Service prior to the date Service is available for use, or is unable to accept Service during the Grace Period and CenturyLink cancels Service at the end of the Grace Period, the Tariff cancellation charges may apply.

2.4 Customer Responsibilities for 911 Call Routing.

(a) 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 or ISDN PRS signaling parameters set by Customer.

2.5 Service Changes.

(a) Moves. Customer may move the physical location of all or part of 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 Service at the new location are received by CenturyLink on the same date; (iv) Customer requests that CenturyLink install Service at the new location on or prior to the disconnection date of the existing Service; and (v) Customer agrees to pay all applicable rates and charges for the requested move and Service at the new location.

**CENTURYLINK TOTAL ADVANTAGE™ AGREEMENT
ISDN PRS BULK RATED SERVICE EXHIBIT**

(b) Additions to Service. Service may be added under a Pricing Attachment up to 12 months prior to the expiration of 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 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 per the 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 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.

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. If, prior to the conclusion of the Service Term, Service is terminated 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 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").

(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 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 Service, unless such installation delay is caused by CenturyLink; and (v) a new Minimum Service Period goes into effect, if applicable, when the new service agreement term begins. The waiver does not apply to changes between regulated and unregulated or enhanced products and services.

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 Services specified in the Pricing Attachment. For Service requested on any subsequent orders or amendment 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. 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 Service is not available in Customer's switch, interoffice mileage charges ("Mileage MRC" and "Mileage NRC") for transport between switches will apply.

**CENTURYLINK TOTAL ADVANTAGE™ AGREEMENT
ISDN PRS SERVICE EXHIBIT**

PRICING ATTACHMENT FOR OREGON



Service Term: 36 months

AQCB Contract Number: _____

Service Location including City and State	Circuit ID or BTN	Type of Service & (USOC)	Qty.	MRC/each	Total MRC per Location
[REDACTED]	[REDACTED]	ISDN PRI ZPG63	1	\$555.00	\$555.00
Total MRC:					

Mileage-related Components and Charges (If applicable):

Customer Address	Circuit ID or BTN	Description (USOC)	Qty.	Mileage MRC/each	Mileage NRC/each**
Total Mileage MRCs and NRCs:					

**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.