



Ron L. Trullinger
Director- Regulatory Affairs
310 SW Park, 11th Floor
Portland, Oregon 97205
503-242-5089
Ron.Trullinger@centurylink.com

September 18, 2014

Advice No. C49-2014

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

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 August 11, 2014.


CenturyLink believes this service 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 or contact Dawn Salaver at (303) 992-5835.

Yours very truly,

By 

Attachments

ISDN PRS
CONTRACT OPPORTUNITY NO. 52188281
CONTRACT SUMMARY

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

Term Of Agreement: The term of the contract is 36 months

Effective Date: August 11, 2014

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:	1
Monthly Unit Price:	\$420.00

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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.

CENTURYLINK® TOTAL ADVANTAGE® EXPRESS – AGREEMENT – Summary Page

This CenturyLink® Total Advantage™ Express Agreement ("Agreement") is 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" or "You"). The name of the CenturyLink operating company providing Services to Customer is listed in the service-specific terms and conditions. CenturyLink may withdraw this offer if Customer does not execute and deliver the Agreement to CenturyLink on or before September 15, 2014. Using CenturyLink's electronic signature process for the Agreement is acceptable.

1. Services. CenturyLink will charge Customer the following rates for the Services described below. CenturyLink provides Services under the General Terms Applicable to All Services found in the Detailed Terms and Conditions ("DT&C") at <http://www.centurylink.com/legal/rmgt/tae/DT&C/v55.pdf> and the service-specific terms and conditions listed below each pricing table, incorporated into the Agreement by this reference. Provisions that are applicable to a specific CenturyLink company are so indicated. All general provisions are applicable to services provided by the CenturyLink company providing the Services under this Agreement. For an interim period of time until all work is completed to update the Service-specific provisions, various on-line offer provisions, Tariffs and other terms and conditions incorporated by attachment or reference into this Agreement, all references to Qwest Communications Company, LLC mean CenturyLink Communications, LLC f/k/a Qwest Communications Company, LLC.

Monthly Revenue Commitment	Contributory Charges of \$100 (Beginning in the 4 th month of the Term; failure to meet the Revenue Commitment will result in a Shortfall charge).
Term Commitment (or "Term")	36 months

"Contributory Charges" means: (a) all monthly recurring charges ("MRCs") and usage charges for CenturyLink QCC (other than Local Access Service) and/ or CenturyLink QC Services ordered under the Agreement after the Effective Date and incurred during the Term; and (b) all MRCs and usage charges for CenturyLink QC Contributory Services ordered before or after the Effective Date under separate agreements and incurred during the Term. "CenturyLink QC Contributory Services" are defined in the DT&C. Contributory Charges do not include non-recurring charges ("NRCs"), CPE, Taxes, pass-through, worldcard® payphone surcharges, other surcharges, issued credits, any charges for Local Access Services, or other charges not specified as Contributory Charges under the Agreement. "Shortfall" is the difference between the Revenue Commitment and Customer's Contributory Charges paid during a Measurement Period.

The following Services are incorporated into the Agreement:

ISDN PRS, DSS

The following additional terms and conditions apply to ISDN PRS, DSS Service, and are incorporated herein by reference: the General Terms Applicable to All Services and ISDN PRS, DSS sections in the DT&C.

See Exhibit 1 for ISDN PRS pricing Details

2. Rates

2.1 Rate Changes. Rates apply only for the above Services and Service Address(es) and will not apply if Customer moves a Service Address or changes any of the Bundle or Service Details. The rates for Local Access Service and CPE Purchase may be subject to valid quote forms, which control if they conflict with the rates listed on this Summary Page, all of which are subject to change.

2.2 Additional Charges. Additional charges may apply. Rates and charges for Service elements not identified appear in the applicable terms and conditions. Rates do not include foreign, federal, state or local taxes, surcharges, fees, EAS, Zone, CALC, or other similar charges.

3. Term and Termination.

3.1 Term. This Agreement is effective on the date all parties have signed below ("Effective Date"). The initial Term Commitment is shown with Customer's Revenue Commitment above. After the expiration of the Term Commitment, this Agreement will renew on a month-to-month basis. Service Terms begin on their Start of Service Date and automatically renew unless terminated by either party. The Start of Service Date, renewal periods and renewal period rates are described in the DT&C, Bundle or Package Provisions, Service Provisions, or in an applicable Tariff, RSS or ISS.

3.2 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 before the end of the applicable Service Term, an Early Termination Charge or Cancellation Charges will apply as set forth in the applicable terms and conditions.

4. Amendments. At CenturyLink's sole discretion, the parties may amend the Agreement to add additional CenturyLink services. Except as otherwise expressly permitted in the Agreement, amendments must be in writing and signed by both parties' authorized representatives.

CUSTOMER: [REDACTED]

[REDACTED]
 Name Typed or Printed: CFO
 Title: [REDACTED]
 Date: 8/11/2014

DocuSigned by:
 CENTURYLINK SALES SOLUTIONS, INC.

959CE1C74FB24A7
 Authorized Signature: Jason Everton
 Name Typed or Printed: Sales Manager
 Title: [REDACTED]
 Date: 8/11/2014

Customer's Address for Notices: [REDACTED] Attn: General Counsel, Portland, OR 97210;
 Customer's Facsimile Number: [REDACTED]

Exhibit 1

ISDN PRS ICB PRICING OFFER
FOR THE STATE OF OR

[Redacted]
Customer

This ISDN PRS is provided by Qwest Corporation d/b/a CenturyLink QC ("CenturyLink QC") and is subject to the CenturyLink Total Advantage™ Express Agreement between Customer and CenturyLink.

Filing Concurrence

CenturyLink may be required to submit the pricing herein to certain regulatory agencies for approval because the rates are being offered on an individual case basis ("ICB Rates"). Although the general terms and conditions of this Agreement are effective on the Effective Date, the ICB Rates 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 Rates become effective. Approved ICB Rates will take precedence over the Tariff. If Customer receives reduced pricing under this Agreement and a regulatory agency later invalidates the ICB Rates 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.

AQCB# (internal use only): _____

Service Location Including City and State	Circuit ID/BTN	USOC	Term	NRC	Qty.	Total MRC Per Location
[Redacted] PORTLAND, OR 97209, USA		ZPG63	36mo	\$0.00	1	\$420 [Redacted]

