

September 22, 2014

Advice No. C51-2014

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 two Special Contract amendments for ISDN PRI. The original contract was filed under the Advice No. C09-2012. The amendments were signed March 3, 2014 and June 18, 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

Barbara H. Kleiner
Tariff Analyst III
Barbara.Kleiner@CenturyLink.com

Voice: (303) 992-5834

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## ISDN PRI

## CONTRACT NO. NSP-73528/NSP-83766 CONTRACT SUMMARY

| <b>a</b> • | <b>T</b> | 4 •    |
|------------|----------|--------|
| Service    | I Jeceri | ntı∧n∙ |
| DCI VICC   | DUSCII   | hmom.  |

Monthly Unit Price:

## **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.

| <b>Type Of Agreement</b>    | : New Request: ☐ Renewal: ☐ Addition: ☐                  |
|-----------------------------|--|
| <b>Effective Date:</b>      | March 3, 2014 and June 18, 2014                          |
| <b>Description of Offer</b> | ·•   |
| Provides a term and above.  | volume discount in Oregon for the business service noted |
| <b>Unit Price:</b>          |  |
| Service:                    | ISDN Primary Rate  |
| Number of Arrang            | ements: 2 in NSP-76033,<br>1 in NSP-83766                |

\$375.00

## **ISDN PRI**

## CONTRACT NO. NSP-73528/NSP-83766 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 Rate Plan Service Exhibit in the original contract filed under C09-2012.

## ISDN PRI

## CONTRACT NO. NSP-73528/NSP-83766 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.

THIS AMENDMENT ("Amendment") by and between **Qwest Corporation d/b/a CenturyLink QC** ("CenturyLink") and Customer") hereby amends the CenturyLink ISDN PRS, DSS Advanced, or UAS ICB Agreement or Supplement retained under Content ID 378563, 381561, 382970, 398546, 402171, 409054, 419963 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<br>for 60 month Term | NRC    |
|--------------------|--------------------------------------|--------|
|                    |                                      |        |
| PRS Voice/Data DS1 | ZPG65 \$375                          | \$0.00 |

#### Contract Number:

| Service Location including City and State | Circuit ID<br>or<br>BTN | Type of Service | Higher Facility<br>(Yes or No) | Qty. | Total<br>MRC per<br>location          |
|---|-------------------------|-----------------|--------------------------------|------|---------------------------------------|
| Add location at:                          | _                       |                 | , , , , , , , ,                |      |                                       |
| ABOOZ HIJIWAN BU COMININ OR BERS          |                         | PRS Voice/Data  | No                             | 1    | \$375.00                              |
| Add location at:                          |                         |                 |                                |      | · · · · · · · · · · · · · · · · · · · |
| 1001 Demon Rive Epgerm ORS7404            |                         | PRS Voice/Data  | No                             | 1    | \$375.00                              |

See Attachment 1 for additional locations.

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.

| MOU Resources Group, Inc. | Qwest Corporation d/b/a CenturyLink QC |
|---------------------------|--|
| Authorized Signature      | Authorized Signetureco                 |
| Emic Hope                 | Irina Khanin                           |
| Name Typed or Printed     | Name Typed or Printed                  |
| Communications Manager    | director - Offer Management            |
| Title                     | Title                                  |
| 3/3/2014                  | 3/3/2014                               |
| Date                      | Date                                   |

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Content ID: 378563, 381561, 382970, 398546, 402171, 409054, 419963

### **ATTACHMENT 1**



## ADDITIONAL LOCATIONS FOR THE STATE OF OREGON

### **Contract Number:**

| Service Location including City and State | Circuit ID<br>or<br>BTN | Type of Service | Higher Facility<br>(Yes or No) | Qty. | Total<br>MRC per<br>location |
|---|-------------------------|-----------------|--------------------------------|------|------------------------------|
| Add location at:                          |                         | PRS Voice/Data  | No                             | 1    | \$375.00                     |
| Add location at:                          |                         | PRS Voice/Data  | No                             | 1    | \$375.00                     |



NSP #: 76033

THIS AMENDMENT ("Amendment") by and between **Qwest Corporation d/b/a CenturyLink QC** ("CenturyLink") and ("Customer") hereby amends the CenturyLink ISDN PRS, DSS Advanced, or UAS ICB Agreement or Supplement retained under content ID 378563, 381561, 382970, 398546, 402171, 419693 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 NR for 60 month Term |        |
|--------------------|--------------------------------------|--------|
|                    |                                      |        |
| PRS Voice/Data DS1 | ZPG65 \$375                          | \$0.00 |
| PRS Voice/Data DS1 | ZPG65 \$477                          | \$0.00 |

#### Contract Number:

| Service Location including City and State | Circuit ID<br>or<br>BTN | Type of Service       | Higher Facility<br>(Yes or No) | Qty. | Total MRC per location |
|---|-------------------------|-----------------------|--------------------------------|------|------------------------|
| Add location at:                          |                         | PRS Voice/Data<br>DS1 | No                             | 1    | \$375.00               |

| Service Location including City and State | Circuit ID<br>or<br>BTN | Type of Service | Higher Facility<br>(Yes or No) | Qty. | Total MRC per location |
|---|-------------------------|-----------------|--------------------------------|------|------------------------|
|   |                         |                 |                                |      |                        |
|   |                         |                 |                                |      |                        |
|   |                         |                 |                                |      |                        |
|   |                         |                 |                                |      |                        |
|   |                         |                 |                                |      |                        |
|   |                         |                 |                                |      |                        |

|  | See Attachment | 1 | for | additional | locations. |
|--|----------------|---|-----|------------|------------|
|--|----------------|---|-----|------------|------------|

Mileage-related Components and Charges (If applicable):

| Service Location | Circuit ID<br>or<br>BTN | Description<br>(USOC) | Qty.     | Mileage<br>MRC/each | Mileage<br>NRC/each |
|------------------|-------------------------|-----------------------|----------|---------------------|---------------------|
|                  |                         |                       |          | -                   |                     |
|                  |                         |                       |          |                     |                     |
|                  |                         | Total Mileage MRCs a  | nd NRCs: |                     |                     |

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.

| MD Carrier Grand, Inc. / | Qwest Cornoration d/b/a CenturyLink QC kuwin Erros |
|--------------------------|--|
| AuthorizedoBigszature    | Authorized Signature                               |
| ECIC HOPH                | Kevin Eros   |
| Name Typed or Printed    | Name Typed or Printed                              |
| Communications Mahager   | Director of Offer Management                       |
| Title                    | Title  |
| 6/17/2014                | 6/18/2014  |
| Date                     | Date   |

|  | Content ID: |
|--|-------------|
| ATTACHMENT 1                                 |             |
| MOU RESOURCES GROUP (NC.)                    |             |
| CUSTOMER NAME*                               |             |
| ADDITIONAL LOCATIONS FOR THE STATE OF OREGON |             |

## **Contract Number:**

| Service Location including City and State | Circuit ID<br>or<br>BTN | Type of Service       | Higher Facility<br>(Yes or No) | Qty. | Total MRC per location |
|---|-------------------------|-----------------------|--------------------------------|------|------------------------|
| Add location at:                          |                         | PRS Voice/Data<br>DS1 | No                             | 1    | \$375.00               |