



November 10, 2015

Advice No. C42-2015

The Honorable Susan Ackerman, Stephen Bloom and John Savage, Commissioners
Oregon Public Utility Commission
P. O. Box 1088
Salem, Oregon 97308-1088

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 an amendment to a Special Contract for ISDN Primary Rate Service (PRS), which was originally signed on October 14, 2014 but which did not include any Oregon locations. This Amendment No. 5 was signed August 19, 2015. CenturyLink received this Amendment late and apologizes for the delay in filing this contract and the amendment.

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 and amendment 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) 992-5835.

Yours very truly,

A handwritten signature in black ink that reads "Dawn Salaver".

Dawn Salaver

Cc: Phil Grate, CenturyLink

Attachments

ISDN PRS
CONTRACT NSP - 152040
CONTRACT SUMMARY

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

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

Effective Date: August 19, 2015

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:	\$340.00

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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.

ISDN PRS
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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.

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

THIS AMENDMENT FIVE ("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 872660, 873526, 877202, 955562 & 957167 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 36 month Term	NRC
Rate Group 1		
PRS Voice/Data DS1	ZPGY3 [REDACTED]	[REDACTED]

Service Location including City and State	Circuit ID or BTN	Type of Service	Higher Facility (Yes or No)	Qty.	Total MRC per location
Add Location at: [REDACTED] SCOTTSDALE, AZ 85253		PRS Voice/Data DS1		1	[REDACTED]

**PRICING ATTACHMENT
FOR THE STATE OF Oregon**

[REDACTED]
Customer

AQCB Contract Number:

Type of Service	USOC & MRC/line for 36 month Term	NRC
PRS Voice/Data DS1	ZPG63 \$340	\$0.00

Service Location including City and State	Circuit ID or BTN	Type of Service	Qty.	Total MRC per location
[REDACTED] OR 97201		PRS Voice/Data DS1	1	\$340
Total MRC:				\$340

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.

**AMENDMENT TO
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INDIVIDUAL CASE BASIS ("ICB") RATE PLAN AGREEMENT**

**PRICING ATTACHMENT
FOR THE STATE OF Washington**

[Redacted]
Customer

AQCB Contract Number:

Type of Service	USOC & MRC/line for 36 month Term	NRC
PRS Voice/Data DS1	ZPG63 [Redacted]	[Redacted]

Service Location including City and State	Circuit ID or BTN	Type of Service	Qty.	Total MRC per location
[Redacted] SEATTLE, WA 98101		PRS Voice/Data DS1	1	[Redacted]
Total MRC:				[Redacted]

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.

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.

[Redacted Signature]

Title

8-19-2015

Date

Qwest Corporation d/b/a CenturyLink QC
DocuSigned by:

Chris Abbott

Authorized Signature

Chris Abbott

Name Typed or Printed

Director – Offer Management

Title

8/19/2015

Date